UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

GRAND BOULE OF SIGMA PI PHI FRATERNITY, a Pennsylvania Non-Profit Corporation, Plaintiff, v. **LOREN R. DOUGLASS,** an individual, Defendant.	)	**Civil Action No. 1:25-cv-02975-SDG**

PLAINTIFF GRAND BOULE OF SIGMA PI PHI FRATERNITY'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION AND MEMORANDUM OF LAW

Plaintiff the Grand Boulé of Sigma Pi Phi Fraternity ("Plaintiff" or "the Fraternity"), pursuant to Rule 65 of the Federal Rules of Civil Procedure, respectfully submits this Motion for a Temporary Restraining Order and Preliminary Injunction and accompanying Memorandum of Law against Defendant Loren R. Douglass ("Defendant" or "Douglass").

This Motion addresses a new and escalating course of harmful conduct, specifically a sustained campaign of mass email communications to Fraternity members during March and April 2026. Through the improper use and disclosure of the Fraternity's confidential information, Douglass has engaged in a crusade aimed at disrupting the Fraternity's relationship with its members. Plaintiff seeks immediate injunctive relief to compel Douglass to cease his use of the Fraternity's proprietary property, interference with the Fraternity's business relationships, and disclosure of Fraternity confidential information.

Specifically, the Fraternity seeks an order requiring Douglass to:

(1) Cease sending mass communications to Fraternity members using the Fraternity's proprietary email list: contact information that he obtained and retained from his tenure as Grand Sire Archon;

(2) Cease disclosing confidential Fraternity information, including a survey of member's financial, religious, and education demographics and internal financial and member contact information;

(3) Cease disseminating false and misleading statements to the Fraternity's membership about the circumstances of his removal; and

(4) Cease from engaging in a sustained campaign of sending high-frequency, unsolicited mass emails to the Fraternity's membership, often multiple times per day, containing false, misleading, and deceptive statements, which have caused confusion, disruption, and member distress.[1]

[1] The relief requested is narrowly tailored to preserve the status quo and protect the Fraternity from ongoing and compounding harm while this litigation proceeds. The Fraternity does not seek to restrict Douglass's right to engage in protected speech or express his views on matters of public concern. It seeks only to prevent the continued misappropriation of confidential information obtained in a fiduciary

I. FACTUAL BACKGROUND

A. The Parties.

The Fraternity, founded in 1904, is the oldest Greek-letter organization composed primarily of African American men. (*See* Declaration of Darrell B. Searcy ("Searcy Dec."), ¶ 3.)[2] It is a prestigious non-profit organization with members (Archons) across the United States and internationally, dedicated to cultivating and developing among their members the best qualities inherent in one another, and to giving aid and comfort to each other when needed. (*Id.*) The Fraternity operates through its governing body, the Grand Boule. (Searcy Dec., ¶ 4.)

Plaintiff owns and uses distinctive trademarks, service marks, logos, and trade names associated with the Fraternity, including, but not limited to, "Sigma Pi Phi," "The Boulé," the Fraternity crest/shield, and other related indicia (collectively, the "Fraternity Marks"). (Searcy Dec., ¶ 5.) The Fraternity Marks are valuable assets that represent substantial goodwill and are exclusively identifying of the Fraternity and its authorized activities.[3] (*Id.*) The Fraternity owns and

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capacity, the continued use of member contact information that Douglass was never authorized to retain, and the continued publication of verifiable falsehoods to the Fraternity's membership.

[2] See Doc. 19-2.

[3] The Fraternity Marks are registered with the U.S. Patent and Trademark Office, including Reg. Nos. 3,039,503 and 3,689,057. (Searcy Dec., ¶ 6, Exs. A and B.)

maintains a mailing list of its members, which is confidential. (*See* Supplemental Declaration of Darrell B. Searcy ("Searcy Suppl. Dec."), ¶ 17.)[4]

B. Douglass's Removal and Post-Removal Conduct

Douglass formerly served as the Grand Sire Archon (the Fraternity's highest elected office, equivalent to President) from June 2024 until April 9, 2025. (Searcy Dec., ¶ 7.) By action of the Fraternity's Grand Board of Directors (the "Board") during a duly convened meeting on April 9, 2025, Douglass was removed from the office of Grand Sire Archon, effective immediately. (Searcy Dec., ¶ 8, Ex. C.) Formal notification of his removal was provided to Douglass by letter dated April 22, 2025, from the succeeding Grand Sire Archon, Jesse J. Tyson. The letter confirmed Douglass's removal and explicitly instructed Douglass not to refer to himself as Grand Sire Archon or Immediate Past Grand Sire Archon, and to cease activities that interfere with Fraternity governance. (Searcy Dec., ¶ 9, Ex. D.)

As former Grand Sire Archon and as a Fraternity member, Douglass owed continuing fiduciary duties and duties under the Fraternity's Constitution, Bylaws, and Code of Conduct to act in the best interests of the Fraternity, maintain confidentiality, and refrain from conduct detrimental to the organization. (Searcy Dec., ¶ 10, Exs. E and F.) Despite his removal and clear instructions, Douglass

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[4] A true and correct copy of the Supplemental Declaration of Darrell B. Searcy is attached hereto as Exhibit A

refused to accept the Board's decision and has undertaken a series of unauthorized and harmful actions against the Fraternity. (Searcy Dec., ¶ 10, Exs. E and F.)

On May 21, 2025, Douglass was suspended from Sigma Pi Phi Fraternity. (Searcy Suppl. Dec., ¶ 9.) During his suspension, he is prohibited from representing himself in any capacity as an active Archon of Sigma Pi Phi Fraternity; participating in any Fraternal meetings, events, or communications; accessing any fraternal systems, platforms, or confidential materials. (Searcy Suppl. Dec., ¶ 9.) Notably, this suspension is not subject to any legal challenge. (Searcy Suppl. Dec., ¶ 9.)

Since his removal and suspension, Douglass has engaged in various unauthorized and harmful actions against the Fraternity. For example, Douglass previously (a) operated or caused to be operated, at least two websites ("Infringing Websites") that prominently displayed and utilized the Fraternity Marks and name without authorization, creating the false impression that these sites are official or endorsed by the Fraternity (Searcy Dec. ¶ 12, Ex. G); (b) utilized official Fraternity letterhead, or colorable imitations thereof, without authorization in connection with emails and potentially other communications, further contributing to the misrepresentation of his status and authority (Searcy Dec. ¶ 12, Ex. H); and (c) misrepresented his authority by, among other things, purporting to possess the authority to call meetings of the Grand Boulé or other Fraternity bodies (Searcy Dec. ¶ 12, Ex. I).

To this day, Douglass continues to (a) disseminate communications via email that contain false and defamatory statements about the Fraternity, its leadership (including the Board and the current Grand Sire Archon), the circumstances of his removal, and the Fraternity's governance and operations; and (b) misappropriate and disseminate confidential Fraternity information, including internal documents and potentially member lists or contact information, obtained during his tenure as Grand Sire Archon, in violation of his duties of confidentiality. (Searcy Dec., ¶ 12.)

In addition, Douglass has published a book, titled "Seize the Future: The Boulé as a Force for Change," which is publicly available (the "Book") for sale. (Searcy Dec., ¶ 15.) In the Book Douglass releases to the public highly confidential information that the Fraternity had assured its members would be held in the strictest confidence. (Searcy Suppl. Dec., ¶ 23.) He distributes the personal financial, religious, educational and political information of Fraternity members that was gathered by the Fraternity on a confidential basis for internal Fraternity use (the "Census Information") (Searcy Suppl. Dec., ¶ 22.)

On or about April 29, 2025, legal counsel for the Fraternity sent Douglass a formal Cease and Desist letter demanding that he cease his unauthorized conduct.

(Searcy Dec. ¶ 14, Ex. J.) On or about October 6, 2025, the Fraternity issued a second Cease and Desist letter, again demanding that Douglass stop disseminating false information, confidential materials, and misrepresenting his authority, and stop using the Fraternity membership list to solicit the sale of his Book. (Searcy Dec., ¶ 17, Ex. K.)

C. The Court's November 13, 2025 Order Denying Plaintiff's Original Motion

On November 13, 2025, this Court denied the Fraternity's original *ex parte* motion for a temporary restraining order. Doc 22. The Court found that the Fraternity had not given Douglass sufficient notice, nor adequately explained why an injunction could not wait until notice had been given. Doc. 22. Douglass has now been served and is represented by counsel of record. *See* Doc. 23. And as set forth below, substantial new conduct has occurred since the Court's November 2025 Order that independently establishes the immediacy and irreparability of the threatened harm.

D. Douglass's Escalating Campaign of Mass Communications

Between March 15 and April 15, 2026, Douglass sent at least twenty-two mass email communications to Fraternity members through his personal platform at loren@seizethefuture.org, using member contact information obtained during his tenure as Grand Sire Archon and improperly retained thereafter. (Searcy Suppl. Dec., ¶¶ 10–11.) These mailings contain false statements about the Fraternity and its leadership, disclose confidential information, and are intended to disrupt the Fraternity's governance and damage its reputation. Examples of these mailings are as follows (Searcy Suppl. Dec., ¶¶ 10–14.):

1. **March 15, 2026: "Post-Reconstruction America Is Back. This Time, We Set the Terms."** Douglass characterizes his removal from office as a "leave of absence" and states: "I intend to return from my leave of absence and complete the term to which I was elected to serve." (Searcy Suppl. Dec., ¶ 11, Ex. 3.) Douglass was not placed on leave. He was removed by Board vote and subsequently suspended. (Searcy Suppl. Dec., ¶ 9.); (Searcy Dec., ¶ 8, Ex. C.)

2. **March 18, 2026: "He Approved It. Then He Called It Misconduct."** Douglass accuses a particular Board officer of having "approved and funded the spending he prosecuted," and asserted that instead of applying he standards the officer's career was built on, "those standards were not applied — at the most consequential moment in the organization's modern history." (Searcy Suppl. Dec., ¶ 11, Ex. 4.) The materials reviewed by the Special Committee were marked "Confidential Draft" and Board members were instructed that they would be collected after the executive session. (Searcy Suppl. Dec., ¶ 15.)

3. **March 21, 2026: "The Board Decided. He Overruled Them."** Douglass characterizes his removal as a "seizure of power disguised as due process," discusses in detail the substance of a confidential Board executive session

proceeding, and accuses Board members of acting out of personal ambition and "structural conflict." (Searcy Suppl. Dec., ¶ 11, Ex. 5.)

4. **March 25, 2026: "Russell Institute Press Goes Live! – Its First Question May Best [sic] Its Toughest"** Douglass announces the launch of a publishing imprint and its inaugural publication, "Transformation Resistance," which accuses Board members of acting out of personal ambition and "structural conflict." (Searcy Suppl. Dec., ¶ 11, Ex. 6.) He states: "The presiding officer who should remain neutral instead shapes the evidentiary basis for removal, participates in the vote, and succeeds to the office the removal creates." (Searcy Suppl. Dec., ¶ 11, Ex. 6.)

5. **March 29, 2026: "Self-Destruction Is Expensive – Member Usually Fnd Out Too Lat."** Douglass discloses confidential details of the Fraternity's internal financial operations, including member assessment amounts, attrition rates, financial impact of departures on regional units, and demographic information of Fraternity members expressly designated for internal use only. (Searcy Suppl. Dec., ¶¶ 11, 23, Ex. 7.) He falsely claims that "over a thousand members departed" at a cost of "almost a million dollars in annual revenue," and that a 75% dues increase representing roughly "$1.5 million in new annual revenue" "was not invested in advancement" but "was consumed." (Searcy Suppl. Dec., ¶ 11, Ex. 7.)

6. **April 5, 2026: "The Train Wreck. Why Regimes Collapse."** Douglass falsely states that "approximately 1,300 members [have been lost]," costing "nearly $1 million in lost annual revenue," and that the "membership received only 40% of what they were promised." (Searcy Suppl. Dec., ¶ 11, Ex. 8.) He also discloses a Board officer's private written acknowledgment regarding the financial consequences of certain governance decisions—a confidential communication between fiduciaries. (Searcy Suppl. Dec., ¶ 11, Ex. 8.)

7. **April 8, 2026: "April 9, 2025: They Stopped Us. Why? For Whom?"** Sent on the eve of the one-year anniversary of Douglass's removal, this mailing falsely asserts that "the organization's energy—all of it—was redirected into managing the consequences of a governance crisis," (Searcy Suppl. Dec., ¶ 11, Ex. 9.) Douglass also describes in detail the programs, partnerships, and initiatives he claims were "interrupted" by his removal, including policy relationships with members of Congress, international engagements with heads of state in Europe and the Caribbean, and economic empowerment summits. (Searcy Suppl. Dec., ¶ 11, Ex. 9.)

8. **April 12, 2026: "A Second Term? — The Record Doesn't Support It."** Douglass falsely states that "[t]he legal costs of defending actions of doubtful validity now consume institutional resources that no operating plan ever envisioned" and that "[m]embers have not been told how much has been spent."

(Searcy Suppl. Dec., ¶ 11, Ex. 10.) He falsely characterizes a Pennsylvania court's preliminary findings, accuses the Fraternity's legal counsel of misconduct, and explicitly calls on members to prevent the current leadership from obtaining a second term. (Searcy Suppl. Dec., ¶ 11, 24 Exs. 10 and 13.) Douglass further falsely states that "[t]he members have made up their minds about this administration. They are conducting their audit the only way left to them when the formal channels are closed." (Searcy Suppl. Dec., ¶ 11, Ex. 10.) There have been no requests from members for any audits. (Searcy Suppl. Dec., ¶ 13.)

9. **April 15, 2026: "The Work That Awaits – Repair, Reckoning, and Renewal."** Douglass falsely accuses Fraternity leadership of having "ushered in a regime of institutional lawlessness" characterized by "manufactured suspensions, weaponized bylaws, retaliation against members who ask honest questions, and the unprecedented step of bringing suit against the body's own people." (Searcy Suppl. Dec., ¶ 11, Ex. 11.) These statements rest on demonstrably false factual assertions.[5]

[5] As the Fraternity has been in the process of preparing the instant Motion, Douglass has distributed two additional mailings. Those mailings, which are also problematic, are not described herein, so as not to delay the filing of this Motion.

Each of these mailings was distributed using the Fraternity's proprietary member mailing list that Douglass obtained and unlawfully retained from his tenure as Grand Sire Archon. (Searcy Suppl. Dec., ¶¶ 17–18.)

In an effort to resolve this issue without the Court's intervention, on April 6, 2026, the Fraternity sent a final cease and desist letter. (Searcy Suppl. Dec., ¶¶ 20–21, Ex. 12.) Nonetheless, Douglass has continued his barrage of emails and has refused to comply with any of the Fraternity's demands. (Searcy Suppl. Dec., ¶ 21.)

II. ARGUMENT AND AUTHORITIES

A court may grant a plaintiff's request for a temporary restraining order and preliminary injunction, if the plaintiff shows: (1) it has a substantial likelihood of success on the merits; (2) irreparable injury will be suffered unless the injunction issues; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; and (4) if issued, the injunction would not be adverse to the public interest. *KH Outdoor, LLC v. City of Trussville*, 458 F.3d 1261, 1268 (11th Cir. 2006). The Fraternity establishes each element.

A. The Fraternity Has a Substantial Likelihood of Success on the Merits.

As relevant to this Motion, the Fraternity has asserted claims for (1) breach of fiduciary duties, and (2) fraudulent misrepresentation. The Fraternity has a substantial likelihood of success with respect to each claim.

1. Douglass breached his fiduciary duties to the Fraternity.

"Establishing a claim for breach of fiduciary duty requires proof of three elements: (1) the existence of a fiduciary duty; (2) breach of that duty; and (3) damage proximately caused by the breach." (Punctuation omitted.) *Wells Fargo Bank v. Cook*, 332 Ga. App. 834, 842 (2015). The Fraternity has a likelihood of success as to each element.

It cannot be disputed that Douglass owes fiduciary duties to the Fraternity. As a former Grand Sire Archon, Douglass is a member of the Fraternity's Grand Board. (*See* Searcy Dec. ¶ 10, Ex. E, Article III of Constitution.) Under the Fraternity's Constitution, members of the Grand Board are required to "act as fiduciaries for the benefit of the member boulés and their members, and the Regional Boulés," (*see* Searcy Dec. ¶ 10, Ex. E, Article IV of Constitution) and under the Fraternity's Bylaws, "[t]he members of the Grand Board function as fiduciaries and shall exercise due diligence and prudence and shall adhere to the Standards of Care provisions of the [Pennsylvania Nonprofit Corporation Law of 1988]." (*See* Searcy Dec. ¶ 10, Ex. E, Section 3A of Bylaws.) In addition, under the Fraternity's Code of Conduct, "[p]ublic disclosure of confidential Fraternity information" is listed as a "Prohibited Activity." (*See* Searcy Dec. ¶ 10, Ex. F, Prohibited Activities.)

Douglass has breached these duties in three distinct but related ways, each of which has caused significant and ongoing harm to the Fraternity.

i. Douglass Breached His Fiduciary Duties by Disclosing the Fraternity's Confidential Information.

Douglass's March and April 2026 mailings constitute continuing and worsening breach of these duties.

As explained in Section I.D above, Douglass's March 18 mailing disclosed confidential details of the Fraternity's internal reimbursement process, the roles and conduct of specific Board officers in the investigation, and the substance and recommendations of the Special Committee – proceedings that took place in an executive session and involved materials marked "Confidential Draft." (Searcy Suppl. Dec., ¶¶ 11, 15, Ex. 4.)

His March 21 mailing disclosed in further detail the substance of confidential Board executive session proceedings, including which officers voted and the circumstances of the presiding officer's participation. (Searcy Suppl. Dec., ¶ 11, 16, Ex. 5.) These were among the Fraternity's most sensitive internal deliberations. (Searcy Suppl. Dec., ¶ 15.)

His March 29 mailing disclosed confidential financial data, including member assessment amounts, attrition rates and demographic information expressly designated for internal use only. (Searcy Suppl. Dec., ¶ 11, Ex. 7.)

His April 5 mailing continued this pattern by disclosing a Board officer's private written acknowledgment regarding the financial consequences of certain governance decisions – a confidential communication between fiduciaries that Douglass could have obtained only through his former position. (Searcy Suppl. Dec., ¶ 11, Ex. 8.)

Taken together, these disclosures represent a systematic breach of the confidentiality that the Fraternity's members were promised and that its governing documents require. (Searcy Dec., ¶ 10. Exs. E and F); (Searcy Suppl. Dec., ¶ 16, 23.) Once confidential proceedings, internal financial data, and private communications between fiduciaries are published to thousands of recipients, the damage cannot be undone. The information cannot be recalled, and the Fraternity's ability to conduct sensitive governance matters in confidence is permanently compromised.

ii. <u>Douglass Breached His Fiduciary Duties by Using the Fraternity's Confidential Information.</u>

Disclosure of confidential information is not the only breach. Douglass has also used confidential Fraternity information as an instrument to advance his personal interests.

First, every one of the at least twenty-two mass mailings Douglass distributed between March 15 and April 15, 2026 was sent using confidential Fraternity member contact information that Douglass obtained during his tenure as

Grand Sire Archon and improperly retained after his removal. (Searcy Suppl. Dec., ¶¶ 17, 18.) The Fraternity's mailing list is a confidential organizational asset. (Searcy Suppl. Dec., ¶ 17.) Douglass was never authorized to retain it, and his continued use of it to reach thousands of Fraternity members through his personal platform constitutes ongoing misappropriation of confidential Fraternity property in breach of his fiduciary duties. (Searcy Suppl. Dec., ¶ 18.)

Second, Douglass has used the Fraternity's confidential Census Information as content in his publicly available book, "Seize the Future: The Boulé as a Force for Change." (Searcy Suppl. Dec., ¶¶ 22, 23.) The Census Information includes personal financial, religious, educational, and political information about Fraternity members that was gathered on a confidential basis. (Searcy Suppl. Dec., ¶ 22.) Douglass's publication of this information for his personal financial gain is a direct breach of the confidentiality obligations he assumed as Grand Sire Archon and continues to owe as a Grand Board member. *Yorktown Sys. Grp. Inc. v. Threat Tec LLC*, 108 F.4th 1287, 1295 (11th Cir. 2024) (a fiduciary breaches their duty of loyalty when they "use their position of trust and confidence to further their private interests.").

Third, Douglass has used information gained through his former position to identify specific Board officers, describe their internal roles in confidential proceedings, and characterize private communications between fiduciaries — all in service of his public campaign against the Fraternity's current leadership. (Searcy Suppl. Dec., ¶ 11, Exs. 4 and 6.) This use of information accessible solely by virtue of his fiduciary role constitutes a breach of the duty of loyalty that Grand Board members owe to the Fraternity.

iii. Douglass Breached His Fiduciary Duties by Intentionally Interfering with the Relationship Between the Fraternity and Its Members.

Douglass's mailings are intended to disrupt the Fraternity's governance, undermine member confidence in the Fraternity's elected leadership, and interfere with the Fraternity's relationships with its members in violation of his continuing fiduciary duties.

The content and trajectory of the mailings leave no doubt as to their purpose. Beginning with his March 15 mailing, Douglass has characterized his removal from office as a "leave of absence" and declared his intention to "return" and "complete the term to which I was elected to serve," despite his removal by Board vote and subsequent suspension. (Searcy Suppl. Dec., ¶ 9, 11, Ex. 3); (Searcy Dec., ¶ 8, Ex. C.)

His April 8 mailing characterizes the Fraternity's current leadership as having "produced nothing of consequence." (Searcy Suppl. Dec., ¶ 11, Ex. 9.) His April 12 mailing applies a formal framework for "regime collapse" to the Fraternity's current administration and explicitly calls on the membership to reject the current leadership's bid for a second term, stating that members "need only the will to act on the evidence they already have." (Searcy Suppl. Dec., ¶ 11, Ex. 10.) His April 15 mailing accuses the current leadership of having "ushered in a regime of institutional lawlessness" characterized by "manufactured suspensions, weaponized bylaws, [and] retaliation against members who ask honest questions." (Searcy Suppl. Dec., ¶ 11, Ex. 11.)

These communications are not expressions of good-faith concern for the Fraternity's welfare. They are designed to undermine the Fraternity's governance in advance of its July 2026 national gathering in Dallas, to interfere with the Fraternity's ability to communicate effectively with its members, and to position Douglass for reinstatement or to build a constituency for his personal enterprises.

Indeed, Douglass's mailings serve a dual purpose – disrupting the Fraternity while simultaneously promoting his personal financial interests. Each of the nine mailings identified in Section I.D concludes with promotional language for his publications, including "Seize the Future" and "The Power Doctrine," followed by direct purchase links. (Searcy Suppl. Dec., ¶ 11, Exs. 3–11.) The March 25 mailing is devoted entirely to the launch of "Russell Institute Press" and its inaugural publication, "Transformation Resistance," a working paper whose five "mechanisms" of institutional resistance are thinly veiled descriptions of the Fraternity's governance proceedings. (Searcy Suppl. Dec., ¶ 11, Ex. 6.) A fiduciary who uses confidential information and misappropriated member contact lists to build an audience for his personal commercial enterprises is not acting in the best interests of the Fraternity. He is exploiting his fiduciary position for personal gain.

As discussed further below in connection with irreparable harm (*see infra* Section B), the Fraternity has received formal and informal complaints from members reflecting confusion regarding the status of Fraternity leadership, concern about the disclosure of confidential proceedings, and damage to the Fraternity's reputation among its membership. (Searcy Suppl. Dec., ¶ 25.)

2. Douglass engaged in fraudulent misrepresentation.

"The tort of fraud requires a willful misrepresentation of a material fact, made to induce another to act, upon which such person acts [or avoids acting] to his injury." (Citation and punctuation omitted.) *Weathers v. Dieniahmar Music*, 337 Ga. App. 816, 824 (2016).

Douglass has made numerous willful misrepresentations of material fact throughout his March and April 2026 mailings. First, in his March 15 mailing, Douglass characterizes his removal as a "leave of absence" and states: "I intend to return from my leave of absence and complete the term to which I was elected to serve." (Searcy Suppl. Dec., ¶ 11, Ex. 3.) This is false. Douglass was removed by Board vote on April 9, 2025, was formally notified of his removal on April 22, 2025, and was subsequently suspended from the Fraternity on May 21, 2025.

(Searcy Suppl. Dec., ¶ 9.); (Searcy Dec., ¶ 8, Ex. C.) His characterization of these events as a voluntary "leave of absence" is a deliberate misrepresentation of his status. (Searcy Suppl. Dec., ¶ 11, Ex. 3.)

Second, Douglass's mailings contain false claims about the Fraternity's membership and finances. In his March 29 and April 5 mailings, Douglass claims that "over a thousand members departed," costing the Fraternity "almost a million dollars in annual revenue," and that the "membership received only 40% of what they were promised." (Searcy Suppl. Dec., ¶ 11, Exs. 7, 8.) These figures are not accurate.

Third, in his April 12 mailing, Douglass mischaracterizes the findings of a Pennsylvania court by stating that "a Pennsylvania court has preliminarily found" that the current administration's conduct "is likely to be overturned on the merits." (Searcy Suppl. Dec., ¶ 11, Ex. 10.) The court's preliminary findings addressed only the procedural validity of the removal vote under the Fraternity's bylaws – not a blanket endorsement of Douglass's narrative or a condemnation of the current administration's conduct. (Searcy Suppl. Dec., ¶ 24, Ex. 13.)

Douglass made these representations with knowledge of their falsity, having received formal notification of his removal on April 22, 2025. (Searcy Dec., ¶ 9, Ex. D.) As his April 12 communication makes clear, Douglass's goal is to have the Fraternity's leadership removed from office, and he is making the case for removal through the dissemination of communications that cast in a false light the Fraternity's activities and accomplishments.

Members are receiving these communications, leading to confusion and, in some instances, prompting action based on their misleading conduct. (Searcy Suppl. Dec., ¶ 25.) The Fraternity has received formal and informal complaints from members who were misled by Douglass's misrepresentations regarding the legitimacy of Fraternity leadership, the accuracy of his claims about judicial proceedings, and the propriety of his continued communications. (Searcy Suppl. Dec., ¶ 25.) Such conduct has caused irreparable harm to the Fraternity's reputation and good standing and has created confusion among Fraternity members and the general public.

B. The Fraternity Will Suffer Irreparable Harm in the Absence of an Injunction.

"An injunction is appropriate only if the anticipated injury is imminent and irreparable." *Chacon v. Granata*, 515 F.2d 922, 925 (5th Cir. 1975). Courts have found that "improper use or disclosure of [] confidential information is likely to cause irreparable harm." *See Mainline Info. Sys. v. Northcott*, 2013 U.S. Dist. LEXIS 203065, at *7 (M.D. Fla. July 20, 2013).

As a direct consequence of Douglass's actions, the Fraternity has sustained injury on multiple fronts: (i) significant harm to its reputation and goodwill; (ii) erosion of member confidence and internal cohesion; (iii) disruption of its legitimate governance and operations; and (iv) diversion of organizational resources to counteract disinformation. *Ferrero v. Associated Materials, Inc.*, 923 F.2d 1441, 1449 (11th Cir. 1991) ("[T]he loss of customers and goodwill is an irreparable injury."); *Aliera Healthcare, Inc. v. Anabaptist Healthshare*, 355 Ga. App. 381, 388 (2020) (affirming injunction where former partner's conduct harmed organization's goodwill "by conveying the impression to [the organization's] members that [it] was somehow unable to maintain its plans.").

The irreparable harm here is both imminent and ongoing. Douglass sent twenty-two mass communications to the Fraternity's membership in less than four weeks. (Searcy Suppl. Dec., ¶ 10.) Each mailing disclosed confidential Fraternity proceedings, disseminated false and misleading statements about the Fraternity's leadership, and was distributed using misappropriated contact information. (Searcy Suppl. Dec., ¶¶ 11, 17.) The pace of these communications is accelerating, and there is no indication that Douglass intends to stop. (Searcy Suppl. Dec., ¶¶ 20, 21.)

To the contrary, Douglass's campaign is intensifying. His April 5 mailing introduces a six-stage academic framework for institutional "regime collapse," signaling his intent to move from episodic complaints into a sustained, theorized campaign against the Fraternity's governance. (Searcy Suppl. Dec., ¶ 11, Ex. 8.) By invoking "regime collapse," his April 8 email, Douglass makes clear his intent to pursue a sustained and disruptive campaign against the Fraternity. (Searcy Suppl.

Dec., ¶ 11, Ex. 9.) His April 12 mailing goes even further, directly applying his so called "train wreck" framework to the Fraternity's current leadership and urging members to reject the current administration. (Searcy Suppl. Dec., ¶ 11, Ex. 10.)

Unlike the circumstances that confronted this Court in November 2025, when the Court observed that "little if anything ha[d] occurred in the interim" to demonstrate immediate and irreparable harm, the record now reflects at least nine new unauthorized mass communications in a four-week period. Doc 22. This threat is not hypothetical. Douglass is actively escalating his campaign, and each new mailing inflicts additional harm. The Fraternity's reputation, goodwill, member trust, and organizational cohesion continue to deteriorate with every communication Douglass sends. Monetary damages cannot restore internal confidence once it is lost, cannot undo the disclosure of confidential proceedings once they have been published to the membership at large, and cannot repair the confusion that arises when a former leader misrepresents judicial rulings to the organization's members.

The harm to the Fraternity's member relationships is not speculative. The Fraternity has received both formal and informal complaints from members in response to Douglass's March and April 2026 mailings. (Searcy Suppl. Dec., ¶ 25.) These complaints document concrete confusion among the membership regarding the legitimacy of Fraternity leadership, the accuracy of Douglass's representations about judicial proceedings, and the propriety of his continued communications. (Searcy Suppl. Dec., ¶ 25.) This documented member confusion and complaint activity is exactly the kind of irreparable harm that cannot be remedied through monetary damages.

C. The Balance of Harms Favors the Fraternity.

In assessing whether to issue an injunction, the Court must weigh the threatened injury to the Fraternity absent relief against any harm that the proposed injunction may inflict on Douglass. *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998); *Georgia Gazette Pub. Co. v. U.S. Dep't of Def.*, 562 F. Supp. 1004, 1010 (S.D. Ga. 1983) ("In a balancing of the harms, the test is whether the threatened harm to the plaintiff outweighs the threatened harm to the defendants.").

Failure to issue the requested injunction will result in continued and mounting harm to the Fraternity's reputation, standing, trademarks, and confidential information. The Fraternity will face continued erosion of member trust, continued disclosure of confidential proceedings, continued misrepresentation of judicial rulings, and continued disruption of its governance. An injunction, by contrast, will result in little or no cognizable harm to Douglass. It would merely require him to stop doing what the Fraternity's governing documents already prohibit him from doing: disclosing confidential information, misusing

Fraternity property, and disseminating false statements about the Fraternity and its leadership. Douglass remains free to express his opinions through channels that do not rely on misappropriated contact lists or confidential information obtained in his fiduciary capacity.

D. Granting Injunctive Relief Will Not Adversely Affect Public Policy or the Public Interest.

There is an overwhelming public policy interest in holding individuals accountable for the breach of their fiduciary duties and in preventing the dissemination of false statements about an organization and its leadership. In *Lawrence*, the court recognized that the public has "a legitimate interest in maintaining confidence in licensed healthcare professionals and preventing the spread of unsubstantiated allegations that undermine that trust." 2025 Ga. Super. LEXIS 5722, at *9. The same principle applies here: the public and the Fraternity's membership have a legitimate interest in receiving accurate information about the organization's governance and judicial proceedings, free from the distortions that Douglass has been propagating. There is no public policy interest weighing in favor of permitting Douglass's continued misconduct.

III. CONCLUSION

For these reasons, the Fraternity respectfully requests that this Court grant the relief requested.

Dated: April 24, 2026.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE WITH
LOCAL RULES 7.1D AND 5.1C

Pursuant to Local Rules 7.1D and 5.1C, the undersigned counsel hereby certifies that the foregoing document complies with the requirements as to font and has been prepared in Times New Roman, 14 point.

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CERTIFICATE OF SERVICE

I hereby certify that, on April 24, 2026, a true and correct copy of the foregoing document was electronically filed with the Clerk of the United States District Court of the Northern District of Georgia using the CM/ECF system, which will send a Notice of Electronic Filing via electronic mail to all counsel of record:

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