

No. 3D2026-0438

In the District Court of Appeal for the
Third District, State of Florida

DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE,

Petitioner,

v.

MARVIN DUNN,

Respondent.

**APPENDIX TO MEMORANDUM
SHOWING CAUSE WHY
PETITION FOR WRIT OF PROHIBITION
SHOULD NOT BE GRANTED**

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March 30, 2026

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THE ELEVENTH JUDICIAL CIRCUIT
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 2025-019608-CA-01

DR. MARVIN DUNN

v.

MIAMI DADE COLLEGE, DISTRICT
BOARD OF TRUSTEES OF MIAMI DADE
COLLEGE. MICHAEL BILECA, ROBERTO ALONSO,
MARIA BOSQUE BLANCO, MARCELL FELIPE,
ISMARE MONREAL, AND JUAN SEGOVIA, IN
THEIR CAPACITY AS MEMBERS OF THE DISTRICT
BOARD OF TRUSTEES OF MIAMI DADE COLLEGE,

defendants.

**EMERGENCY MOTION
FOR TEMPORARY INJUNCTION**

Plaintiff Marvin Dunn moves, pursuant to Chapter 286, Fla. Stat., the Florida Government in the Sunshine Act (“Sunshine Act”), and Fla.R.Civ.P. 1.610, for a temporary injunction against the defendants from proceeding with the transfer of a land parcel—2.63 acres of land in downtown Miami (the “Land”)— to the State of Florida.

The defendants’ decision to convey the Land to the State was in plain violation of the Sunshine Act. It is beyond reasonable debate that the notice defendants provided of the meeting at which their decision was made—“At this Special Board Meeting, the District Board of Trustees will discuss potential real estate transactions”—was not, as required by law,

“reasonable.” Therefore, the defendants’ decision to give away the Land to the State is void *ab initio*.

Dr. Dunn seeks an emergency hearing for the reasons set forth in the attached Statement of Existence of Emergency. In short, the defendants have taken a momentous decision to give away—for free—valuable public land while giving notice that was plainly “unreasonable” under Florida’s Sunshine Act. They intend to, but have not, passed title for nothing. Simply put, an emergency motion and hearing is required to prevent this giveaway train from leaving the station under these circumstances.

Because this Motion is presented on an emergency basis, plaintiffs are not duplicating the allegations of the Verified Complaint filed two days ago, except to summarize these allegations. The Verified Complaint and its Attachments are incorporated here to provide the factual basis for this Motion.

A. Summary of Most Significant Factual Allegations¹

1. Dr. Dunn is a citizen of the State of Florida. ¶9.
2. On September 16, 2025, Miami Dade College purported to give notice of a Special Meeting of the District Board of Trustees of Miami Dade College to be held on September 23, 2025. ¶29.

3. The Notice, in its entirety, stated:

The District Board of Trustees of Miami Dade College will hold a Special Board Meeting beginning at 8a.m. on Tuesday, September 23, 2025. The meeting will be held at 1780 W 49th Street, Hialeah, Florida 33012 in Conference Room 5101.

¹ References are to the Verified Complaint for Injunction Based on Violation of Florida’s Government in the Sunshine Act.

At this Special Board Meeting, the District Board of Trustees will discuss potential real estate transactions. If a person decides to appeal any decision made at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be heard.

Individuals with disabilities as defined under the American with Disabilities Act who wish to attend the meeting and need special accommodations can request them by calling 305-237-2577 or 711 (Relay Service) not later than 3 business days prior to the meeting.

Dated this 16th day of September 2025

Madeline Pumariega, College President

¶29 and Attachment 5 (emphasis supplied).

4. On September 23, 2025, at the “Special Meeting,” the District Board of Trustees of Miami Dade College decided to give one of the institution’s most valuable assets—the Land, 2.6-acres of prime real estate—to the State of Florida’s Internal Improvement Trust Fund (the “Fund”), for nothing.

5. The purpose of this giveaway was to enable the State of Florida, through the Fund, to give the land to the Donald J. Trump Presidential Library Foundation, Inc. (“Trump Foundation”), in the words of the Fund’s agenda, “free from any waiver, encumbrance, or restriction except for the requirement that the subject parcel contains *components* of a Presidential library, museum, and/or center within five years of conveyance or that construction has commenced for a Presidential library, museum, and/or center.” ¶28 (emphasis supplied).

6. Thus, the actual “real estate transaction” that was the subject of this Special Meeting was not, in any way, a typical or run-of-the-mill “real estate transaction.” (If a *gift* without cost can be reasonably be characterized as a “transaction” at all.) No one not already in on the deal would have had any idea from this Notice of what the District Board of Trustees was planning to

do. ¶ 30. The District Board's Notice of the Special Meeting, therefore, was inadequate and was not "reasonable,"² as required under the Sunshine Act. *Id.*

B. Applicable Legal Principles and Conclusions Standing of Plaintiff

7. Section 286.011(2), Fla. Stat. provides that "[t]he circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state." "The Sunshine Law 'on its face[] gives the appellant standing without regard to whether he suffered a special injury.'" *Godheim v. City of Tampa*, 426 So. 2d 1084, 1088 (Fla. 2d DCA 1983). *See Silver Exp. Co. v. District Bd. of Lower Tribunal Trustees of Miami-Dade Community College*, 691 So.2d 1099 (Fla. 3d DCA 1997) ("Sunshine Law . . . was enacted so as to permit any citizen to vindicate the public's interest in open government").

The Requirements of the Sunshine Act

8. The Sunshine Act covers "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution." § 286.011(1), Fla. Stat.

9. The defendants are covered by the Sunshine Act. *See Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983) ("conclusion is inescapable that the university is a state agency not exempted from the provisions of the Sunshine Act by any legislative enactment"); *Silver Express Co. v. Dist. Bd. of Trs. of Miami-Dade Cmty. Coll.*, 691 So. 2d 1099, 1100 (Fla. 3d DCA 1997)

² To the extent that this conclusion is a legal conclusion, it is incorporated in the following section of this Motion.

(committee appointed by state college purchasing director to weed through proposals in response to RFP and to rank proposals deemed acceptable is “agency” under Sunshine Act).

10. The Sunshine Act provides that “all meetings” of an organization or individual covered by the Act “at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting.” §286.011(1), Fla. Stat.

11. The Sunshine Act further provides that “[t]he board or commission must provide reasonable notice of all such meetings.” *Id.* “Reasonable notice” is not defined in the Sunshine Act. The reasonableness of notice is thus a fact-specific inquiry. “[T]he type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected.” *Parris v. State*, 359 So. 3d 1178, 1185 (Fla. 3d DCA 2023); *Transparency for Fla. v. City of Port St. Lucie*, 240 So. 3d 780, 787 (Fla. 4th DCA 2018). These cases quote from Att’y General Opinion 73-170, 1973 Fla. AG LEXIS 200 *4-5 (May 17, 1973), which, while notice was not specifically required under the Sunshine Act as it then read, opined that “any meeting which is subject to the provisions of the Sunshine Law must be preceded by . . . a reasonable and ample period of notice . . . [to] the public and representatives of the press so that they may attend . . . [the] meeting if they wish,” (citing AGO 071-32).

Required Broad Construction of Sunshine Act

12. “Because section 286.011 ‘was enacted in the public interest to protect the public from “closed door” politics . . . the law must be broadly construed to effect its remedial and protective purpose.’” *Sarasota Citizens for Responsible Gov’t v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010) (quoting *Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983)). In other words,

“[t]he statute should be construed so as to frustrate all evasive devices.” *Sarasota Cit.*, 48 So.3d at 762 (quoting *Town of Palm Beach v. Gradison*, 296 So. 2d 473, 477 (Fla. 1974).

Violation of Sunshine Act: Irreparable Public Injury and Decision is Void *Ab Initio*

13. Thus, “[m]ere showing that the government in the sunshine law has been violated constitutes an irreparable public injury,” and “where officials have violated section 286.011, the official action is void *ab initio*.” *Sarasota Cit.*, *id.* (quoting *Gradison*, 296 So.2d at 477).

Notice Was Unreasonable and Therefore Sunshine Act Was Violated

14. The “real estate transaction” that was the subject of this Special Meeting was not a typical or run-of-the-mill “real estate transaction.” Only those already in the know would have had any idea from this Notice what the District Board of Trustees was planning to do. ¶ 30. As such, the District Board’s Notice was not “reasonable,”³ as required under the Sunshine Act. *Id.*

Satisfaction of Traditional Standards for Temporary Injunction

15. Finally, even if, *arguendo*, the traditional standards for a temporary injunction⁴ are applicable, they are satisfied here:

a. As noted above, violation of the Sunshine Act constitutes an irreparable public injury.

⁴ The standard requirements for a temporary injunction are: “(1) irreparable harm will result if the temporary injunction is not entered; (2) an adequate remedy at law is unavailable; (3) there is a substantial likelihood of success on the merits; and (4) entry of the temporary injunction will serve the public interest.” *E.g., Citizens for Sunshine, Inc. v. Sch. Bd. of Martin Cty.*, 125 So. 3d 184, 187 (Fla. 4th DCA 2013).

b. An adequate remedy at law is unavailable. The Land is unique and this lawsuit arises from the injury to the public by the illegal action of the defendants in trying to give the land away without notice. By its nature, the claim cannot be redressed by any remedy at law, such as money damages.

c. There is a substantial likelihood of success on the merits as shown by the undisputable facts. Plaintiff has established a plain violation of the Sunshine Act with the materials attached to his complaint.

d. Entry of a temporary injunction will serve the public interest because it will remedy a public injury. The requirement of open meetings of government bodies, such as the District Board of Miami Dade College, is a bedrock principle of Florida law, both as established in Chapter 286 of the Florida Statutes but also the Constitution of the State of Florida.⁵

Statement of Good-Faith Conferral

Richard Brodsky, counsel for plaintiff, has discussed this motion with Javier Ley-Soto, General Counsel for Miami Dade College, who states that defendants cannot agree to the relief sought at this time.

⁵ Article I, section 24(b) of the Constitution of the provides:

All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

WHEREFORE, the plaintiff requests that this Court enter a temporary injunction against the transfer of the Land to the State because of the defendants' violation of the Florida Government in the Sunshine Act.

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Counsel for Dr. Marvin Dunn

CERTIFICATE OF SERVICE

I CERTIFY that on October 9, 2025 I electronically filed this document with the Clerk of the Court using the Florida Courts E-Filing Portal. I also certify that this document is being served on all parties and counsel by email generated by the E-portal system and to Javier Ley-Soto, general counsel to Miami College at jleysoto@mdc.edu.

By: /s/ Andres Rivero
ANDRES RIVERO

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

DR. MARVIN DUNN,

Plaintiff,

v.

Case No. 2025-019608-CA-01

MIAMI DADE COLLEGE; DISTRICT
BOARD OF TRUSTEES OF MIAMI
DADE COLLEGE; AND MICHAEL
BILECA, ROBERTO ALONSO, MARIA
BOSQUE BLANCO, MARCELL
FELIPE, ISMARE MONREAL, AND
JUAN SEGOVIA, IN THEIR
CAPACITIES AS MEMBERS OF THE
DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE,

Defendants.

_____ /

**DEFENDANTS' RESPONSE IN OPPOSITION
TO MOTION FOR PRELIMINARY INJUNCTION**

Defendants Miami Dade College, The District Board of Trustees of Miami Dade College (the “Board” or the “College”), Michael Bileca, Roberto Alonso, Maria Bosque Blanco, Marcell Felipe, Ismare Monreal, and Juan Segovia, in their capacities as members of the District Board of Trustees of Miami Dade College (collectively, the “Individual Trustees”) (collectively, Miami Dade College, the Board, and the Individual Trustees shall be “Defendants”) file this response in opposition to Plaintiff’s Emergency Motion for Temporary Injunction (the “Motion”). In support, Defendants state the following:

INTRODUCTION

Plaintiff's request to enjoin the transfer of vacant land by the College to the State of Florida is stunningly unprecedented. There is simply no factual or legal support for this extraordinary request. Additionally, this litigation and the Motion are fatally defective, and both must be disposed of *with prejudice*. Stripped of all hyperbole, this litigation appears to be a vessel for Plaintiff to manifest his vehement displeasure with the policy decisions made by the Board and nothing more. However, the rule of law does not afford Plaintiff an opportunity to revisit the lawful outcomes approved by the Board, which is empowered by Florida law to make policy decisions for the College.

Ultimately, Plaintiff's request for injunctive relief is barred both as a matter of law and fact. *First*, the College fully complied with the Sunshine Law and all applicable laws. *Second*, the Court may not grant a preliminary injunction without substantial competent evidence and a bond. *Third*, Plaintiff has named numerous improper parties that should not be subject to this lawsuit. At its core, Plaintiff's Motion rests on his own baseless opinion that the notice scheduling a public meeting of the College's Board of Trustees did not provide specific details of the subject matter. Plaintiff's opinion, however, is not substantiated by any authority and, as established below, is contrary to Florida's well-settled jurisprudence. The Motion, therefore, must be denied.

BACKGROUND

On September 16, 2025, the College received a request from the Executive Office of the Governor of the State of Florida to transfer a parcel of land to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the “Florida Improvement Trust”). The College thereafter noticed a special meeting of the Board to be held a full week later, on September 23, 2025, in full compliance with all applicable laws, including Florida’s Sunshine Law.

On September 23, 2025, the Board convened pursuant to a duly-noticed public meeting and approved the requested transfer of vacant land to the Florida Improvement Trust. The parcel at issue has been vacant for years. In fact, the College had no immediate plan in place to use the land beyond its current use as a parking lot. The Board unanimously approved transferring the vacant land to the State of Florida.

LEGAL STANDARD

Florida courts consistently describe temporary injunctions as “extraordinary and drastic remedies” that should be “sparingly granted.” *Cordis Corp. v. Prooslin*, 482 So. 2d 486, 489–90 (Fla. 3d DCA 1986). Here, Plaintiff bears the burden of establishing (i) the substantial likelihood of success on the merits; (ii) the likelihood of irreparable harm; (iii) the unavailability of an adequate remedy at law; (iv) that the threatened injury to the petitioner outweighs the possible harm to the respondent; and (v) that granting of the temporary injunction will not disserve the public interest. *City of Miami Beach v. Kuoni Destination Mgmt.*, 81 So. 3d 530, 532

(Fla. 3d DCA 2012). Indeed, such injunctions should be granted “sparingly and with caution.” *Holland M. Ware Charitable Found. v. Tamez Pine Straw Ltd. Liab. Co.*, 343 So. 3d 1285, 1290 (Fla. 1st DCA 2022) (J. Rowe, concurring).

To obtain injunctive relief under the Sunshine Law, a complaint “must allege by name or sufficient description the identity of the public official with whom the defendant public official has violated the sunshine law.” *Deerfield Beach Publishing, Inc. v. Robb*, 530 So. 2d 510, 511 (Fla. 4th DCA 1988). The Sunshine Law “was never intended to become a millstone around the neck of the public’s representatives” and that’s why “patent speculation” of whether non-public meetings occurred are insufficient to obtain relief. *Id.*; *Law & Info. Servs. v. City of Riviera Beach*, 670 So. 2d 1014, 1016 (Fla. 4th DCA 1996). Even while liberally construing the Sunshine Law, injunctive relief must be denied when allegations fail to identify names or a describe individuals claimed to have engaged in unlawful private meetings.

MEMORANDUM OF LAW

The College is a political subdivision of the State of Florida. *See* § 1004.67, Fla. Stat. The Board is charged with governing the College’s affairs under section 1001.64(2), Florida Statutes, and is responsible for the College’s performance, under section 1001.10(6)(j)(3). The Board can purchase, lease, sale, dispose of, and convey title to real property, in the best interests of the College. *See* § 1001.64(37), Fla. Stat. The Board is appointed by the Governor of the State of Florida and confirmed by the Florida Senate. *See* Art. IX, Sec. 8(c), Fla. Const.; § 1001.61(2), Fla. Stat. As a result,

Florida’s public institutions—such as the College—are governed by trustees appointed and approved by democratically elected officials.

I. PLAINTIFF WILL NOT SUCCEED ON THE MERITS.

A. Plaintiff Acknowledges the Board Meeting Was Properly Noticed.

The Sunshine Law requires the Board to provide “reasonable notice” of its board meetings. *See* § 286.011(1), Fla. Stat. “[R]easonable notice” is not defined in the statute so when interpreting the law “well-established case law and the plain and ordinary meaning of the terms” provide guidance. *Parris v. State*, 359 So. 3d 1178, 1187 (Fla. 4th DCA 2023); *see generally State v. Hagan*, 387 So. 2d 943, 945 (Fla 1980) (“In the absence of a statutory definition, resort may be had to case law or related statutory provisions which define the term. . .”).

Florida Attorney General opinions and case law have interpreted “reasonable notice” to include a notice that provides the time and manner of the meeting sufficient to allow the media and the general public to attend. *See* Op. Att’y Gen. Fla. 00-08 (2000) (explaining reasonable notice “must give notice at such time and in such manner as to enable interested members of the public to attend the meeting”); *see also* Op. Att’y Gen. Fla. 80-78 (1980) (describing notice with information about the time and manner of the meeting as reasonable notice). In short, notice is deemed reasonable when it includes the “date, time, and location of the meeting.” *Sapp v. City of Quincy*, 2021 CA 824, 2022 Fla. Cir. LEXIS 7885, at *13 (Fla. 2d Cir. Ct. June 6, 2022) (citing *Law & Info. Servs.*, 670 So. 2d at 1015–16).

The Government-in-the-Sunshine Manual, Volume 47 (2025 Ed.) (the “Sunshine Manual”)¹ also sets forth guidelines for proper notice including providing notice “at least 7 days prior to the meeting” and listing the “time and place of the meeting.” See Sunshine Manual at 43–45. Emergency or special meetings have shorter **recommended** notice periods of “no less than 24 and preferably at least 72 hours reasonable notice to the public.” Sunshine Manual at 45; *see also Yarbrough v. Young*, 462 So. 2d 515, 516–17 (Fla. 1st DCA 1985). Some courts have even held as little as three days’ notice of a meeting as “reasonable notice” under the Sunshine Act. *Yarbrough*, 462 So. 2d at 516–17 (finding three days’ notice reasonable for a special meeting); *see also Transparency for Fla. v. City of Port St. Lucie*, 240 So. 3d 780, 787 (Fla. 4th DCA 2018) (citing *Yarbrough*’s finding that three days’ notice is reasonable notice); *cf. Rhea v. City of Gainesville*, 574 So. 2d 221, 222 (Fla. 1st DCA 1991) (finding an hour and a half notice of a special meeting unreasonable under the Sunshine Law).

Plaintiff alleges the College’s Public Notice of its Special Meeting dated September 16, 2025 (the “Notice”) was inadequate and violated the Sunshine Law. Plaintiff’s own Complaint, however, concedes the Notice was posted with seven (7) days’ prior notice and contained more information than required for proper notice. Plaintiff admits the College publicly noticed the meeting online with information about (i) the date, (ii) time, and (iii) location of the meeting. Compl. ¶¶ 5, 29(a)–(b).

¹ The Sunshine Manual is available at <https://www.myfloridalegal.com/sites/default/files/government-in-the-sunshine-manual.pdf>.

Plaintiff further acknowledges these facts by attaching the Notice to his Complaint found on the College's public website with the meeting location listed. *See* Compl. at Ex. 5.

i. The College's Notice was Timely.

There is no dispute the College timely published its Notice. Plaintiff's Complaint correctly acknowledges the College publicly noticed the meeting on September 16th when it was posted to the College's webpage. *See* Compl. at 6 n.4 ("Plaintiff located on the Web [sic] both the notice of the meeting for this decision and the agenda item"); *id.* ¶ 29(a) ("Notice of the September 23, 2025, Special Meeting was provided on September 16, 2025"). This September 16 posting confirms the College posted the Notice seven days before the Special Meeting held on September 23—significantly more days than the 24-to-72 hours recommended as reasonable notice for special meetings.

ii. The College Published its Timely Noticed in The Miami Herald and on its Website Providing Clear Notice to the Public.

The College's timely Notice correctly and lawfully provided notice of its Special Board Meeting to the public. The College published the Special Meeting Notice both on its public facing webpage as well as in The Miami Herald. As noted and discussed *supra*, the College published the Notice on its website on September 16. Additionally, the College published the Notice in The Miami Herald on September 18th—both in

print and electronic form.² See Exhibits 1 and 2 (The Miami Herald's print and electronic public notices). These publications are unquestionably agreed to and uncontested by the Plaintiff.

The College's timely publications of the Notice on both its website and the newspaper are considered "highly effective in providing notice of upcoming meetings." Sunshine Manual at 45 (deeming the use of press releases and published meeting notices to local news media effective to notify the public). Accordingly, the College's publications of the Notice are consistent with providing the public "reasonable notice" under the Sunshine Law. See *Lozman v. City of Riviera Beach*, No. 502008CA027882 (Fla. 15th Cir. Ct. Dec. 8, 2010), *per curiam affirmed*, 79 So. 3d 36 (Fla. 4th DCA 2012) (finding three days' notice is sufficient, even with an intervening weekend).

iii. The College Included in its Timely Published Notice the Time and Location of its Special Meeting.

The College's timely Notice published on both its website and in The Miami Herald advised the public of the time and location of its Special Meeting. Just like with the College's compliance with timing and publication, the Plaintiff further agrees and does not otherwise contest that the College provided the location and time

² Defendants request the Court take judicial notice of the publications in The Miami Herald of the College's Special Meeting Notices both in printed and online formats dated September 18, 2025 attached as Exhibits 1 and 2, and the Affidavit of Publication from The Miami Herald Custodian of Records for the print and online publications of the Special Notice on September 18, 2025 attached as Exhibit 3. See § 90.202 (11)–(12), Fla. Stat. (court may take judicial notice facts not subject to dispute because "they are generally known in the territorial jurisdiction" and "capable of accurate and ready determination by resort to sources whose accuracy cannot be questioned").

of the Special Meeting in its Notice as 1780 W 49th Street, Hialeah Florida, to be held on September 23rd at 8:00 am. *See* Compl. at Ex. 5.

B. Florida Law Does Not Require the Specific Subject Matter of the Board Meeting Be Included in The Notice.

Plaintiff unquestionably agrees and effectively concedes the College correctly complied with the law and timely published its Notice to the public with the time and place of its Special Meeting. Rather, Plaintiff's true gripe appears to be over the *content* of the meeting description contained in the Notice. Compl. ¶ 5 (complaining about what the College's description and purpose of the meeting in the Notice). Contrary to Plaintiff's claim, however, "reasonable notice" does not require the specificity Plaintiff wants this Court to mandate. Rather, merely identifying the "general subject matter" to be considered in the meeting is more than reasonable notice under the law. *Sapp*, 2022 Fla. Cir. LEXIS 7885, at *13 (finding notice "**more than reasonable**" where it contained the "general subject matter to be considered") (emphasis added). Indeed, the Sunshine Law does not require the "specific matters to be addressed by a public body be listed in advance of the meeting" to be reasonable notice. *See Law & Info. Servs.*, 670 So. 2d at 1015–16. Instead, so long as the notice contains the date, time, and location for the meeting, the notice is considered reasonable under the law. *Id.*

Here, the Notice is more than reasonable and compliant under the law. It "contained the time and place of the meeting and the 'general subject matter to be considered.'" *Sapp*, 2022 Fla. Cir. LEXIS 7885, at *13. Plaintiff even cites the clear description of the Special Meeting as included in the Notice as follows: "District Board

of Trustees will discuss potential real estate transactions.” *See* Compl. ¶¶ 5, 29; *see also* Compl. at Ex. 5. This description of the subject matter more than reasonably informed the public that real estate transactions would be discussed by the Board—more than necessary to satisfy any general subject matter requirement.

C. Plaintiff Does Not, and Cannot, Cite Any Statute, Code, or Regulation that Imposes Additional Notice Requirements for the Special Meeting.

Plaintiff, having failed to otherwise establish any lawful error (publication, timeliness, location, date, time, and basic content) in the College’s Notice, next claims there are other statutes or ordinances that place additional notice requirements on the Board that were not complied with. Compl. ¶¶ 19–20. Specifically, Plaintiff cites to the College’s Manual of Procedures (the “Manual”) to suggest the Board violated its own notice requirements. As with Plaintiff’s other arguments, this too is wrong and again fails to raise even a specter of wrongful action by the College.

The Sunshine Manual contemplates that additional notice requirements may be imposed by Florida Statutes or the Administrative Procedures Act. For example, in section 189.015(1), Florida Statutes, the Legislature specifies the notice requirements for meetings of the governing bodies of special districts; in section 1001.372(2)(c), Florida Statutes, the Legislature establishes the content of public notices for school board meetings; and in section 120.54, Florida Statutes, the Legislature sets forth the content of public notices required for rule development. These additional requirements are the exception rather than the rule as they require specific mandate from the Legislature. *See Yarbrough*, 462 So. 2d at 517 n.1 (Sunshine Law does not require city council to give notice “by paid advertisements”

of its intent to take action regarding utilities system improvements, although the Legislature “has required such notice for certain subjects,” *e.g.*, 166.041(3)(c), Fla. Stat.).

Here, the College’s Manual is a collection of procedures approved by the College’s administration to implement the policies of the Board. *See* The College’s Manual of Procedures, Procedure No. 1070, *available at* <https://www.mdc.edu/procedures/Chapter1/1070.pdf>. The Manual is not created by the Legislature and therefore cannot impose legislative requirements for public notices.

Plaintiff specifically references College Procedure 6300 Section II.D.1.³ and its statement that “[a]ny agreements that require approval by The District Board of Trustees must be accompanied by a Board agenda item in appropriate format by the Originator.” However, this section is wholly inapplicable as to the content of any public notice. Rather, as clearly and unambiguously stated in the College Procedure 6300’s “Purpose”, the procedure is “[t]o provide the necessary signature requirements and procedures to be used when submitting various types of contracts, agreements, and leases for approval.” College Procedure 6300 § I.

Further, College Procedure 6300 could not direct content requirements for any notices of required College meetings. As noted *supra*, the College’s procedures are to implement the policies promulgated by the Board. In the case of College Procedure

³ The correct citation for the language quoted by the Plaintiff for the College’s Procedure 6300 is Section II.D.1.

6300, it is based on College Policy VI-2: Bidding for Commodities and Services, Policy VI-30: Contractual Agreements with Individuals or Organizations for Professional and Technical Services, Policy II-52 Salary Administration: Professional Exempt/Contractual/Professional Exempt Non-Contractual/Support Non-Exempt. See College Procedure 6300, Preamble “Based on Policy”. Plaintiff’s attempt to rely on irrelevant provisions of the Manual to manufacture a heightened notice standard must fail.

Thus, Plaintiff has failed to cite any applicable statute, code, or regulation which requires the College to include special information in its Notice other than the time, location, and date, all of which Plaintiff agrees were included.

D. The College Published an Agenda Even Though Not Required by Law.

Plaintiff raises issue with the College’s agenda for the Special Meeting. However, a “posted agenda is unnecessary” and not required under the Sunshine Law. *Yarbrough*, 462 So. 2d at 517. Plaintiff recognizes this because his Complaint admits “published agendas listing specific notice of each item to be discussed are not required by the Sunshine Act.” Compl. ¶ 19. Indeed, courts have rejected any agenda requirement for noticed meetings because it “would foreclose easy access to such meeting[s] to members of the general public who wish to bring specific issues before the governmental body.” *Hough v. Stembridge*, 278 So. 2d 288, 291 (Fla. 3d DCA 1973). Even when an agenda is provided, a board may consider items not on the agenda. *Law & Info Servs.*, 670 So. 2d at 1016.

Even though not required under the Sunshine Law, the College *again* went above the law's requirements by publishing an agenda in advance of the September 23, 2025 Special Meeting. Plaintiff concedes this fact and cites to the College's agenda identifying the action item as: "Authorization to convey property to the Board of Trustee of the Internal Improvement Trust Fund of the State of Florida. *See* Compl. at 6 n.4; *see also id.* ¶¶ 19, 31; *id.* at Ex. 6.

Again, Miami Dade College surpassed the requirements of the Sunshine Law when it published an agenda. Compl. ¶¶ 19, 31; *id.* at 6 n.4. To find otherwise is erroneous under the law. *See Hough*, 278 So. 2d at 290–91 (overruling as erroneous and without merit the lower court's determination that an agenda was necessary under the Sunshine Law).

II. THE MOTION FAILS BECAUSE IT IS NOT SUPPORTED BY COMPETENT SUBSTANTIAL EVIDENCE.

Plaintiff requests the Court "enter a temporary injunction against the transfer of the Land to the State" because of Defendants' alleged violation of the Sunshine Law. Mot. at 8. To obtain a preliminary injunction, a plaintiff must meet every evidentiary element of its burden. The argument of counsel contained in otherwise verified pleadings is not admissible evidence without a clear stipulation. *Logreira v. Logreira*, 322 So. 3d 155, 159 (Fla. 3d DCA 2021). In this instance, there is no evidence supporting the rote legal conclusions in the Motion that (i) an adequate remedy at law is not available; (ii) that the issuance of a preliminary injunction will serve the public interest; and (iii) that the threatened injury to the petitioner outweighs the possible harm to the respondent.

A. Plaintiff's Verified Complaint Is Not Competent Substantial Evidence.

Elements for a preliminary injunction must be proven with competent, substantial evidence, and any order from the Court would have to include clear, definite, and unequivocally sufficient factual findings to support each element. *Quirch Foods LLC v. Broce*, 314 So. 3d 327, 338 (Fla. 3d DCA 2020) (citing *Telemundo Media, Ltd. Liab. Co. v. Mintz*, 194 So. 3d 434, 436 (Fla. 3d DCA 2016)). Here, Plaintiff fails to make an evidentiary showing to meet his burden. Florida courts have consistently held that inadmissible hearsay cannot constitute competent substantial evidence, which is required to support the issuance of a preliminary injunction.

In *Orkin Extermination Co. v. Tfank*, 766 So. 2d 318, 319–20 (Fla. 1st DCA 2000), the court found that a verified complaint containing hearsay was insufficient to justify granting a temporary injunction. The court emphasized that a verified complaint or affidavit may serve as proof for an *ex parte* temporary injunction under Florida Rule of Civil Procedure 1.610, but it is inadequate when the hearing is contested and evidence is required to meet the burden of proof. *Id.* Similarly, in *Holland M. Ware Charitable Found. v. Tamez Pine Straw LLC*, 343 So. 3d 1285, 1289 (Fla. 4th DCA 2022), the court reiterated that a verified motion or complaint alone, particularly when containing untested allegations, does not meet the evidentiary standard for a temporary injunction in a contested hearing. *See also Olson v. Olson*, 260 So. 3d 367, 369 (Fla. 4th DCA 2018) (explaining that a “verified motion, by itself,

is inadequate to establish the necessary proof when there is a noticed and contested evidentiary hearing” and “the statements of an attorney are not evidence”).

The Motion, which purports to incorporate the Verified Complaint by reference (Mot. at 2) cannot meet this high bar by citing to *press reports* of random members of the public that merely disagree with the College’s decisions. *See e.g.*, Compl. ¶ 32(a) (a former College president’s declaration that the land at issue was “meant” in his own mind for another purpose); *id.* ¶ 32(c) (an allegedly “prominent businessman’s” political opinion that the land “belongs to the future”); *id.* ¶ 32(b) (Plaintiff’s own complaints to press concerning Board’s policy decisions). The alleged Verified Complaint is insufficient to support an injunction. Plaintiff’s Motion thus fails to meet the high evidentiary standard necessary for this Court to enter the extraordinary remedy requested and must be denied.

B. The Court Must Condition Any Injunction On The Posting of Bond.

A bond is required for a temporary injunction to be issued. Under Florida Rule of Civil Procedure 1.610(b), “[n]o temporary injunction shall be entered unless a bond is given by the movant in an amount the court deems proper, conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined.” The Sunshine Law does not relax this requirement. *See Marston v. Gainesville Sun Publishing Co.*, 314 So. 2d 257, 259 (Fla. 1st DCA 1975) (dissolving temporary injunction issued without bond under the Sunshine Law and noting “[t]he fixing of a bond of \$1.00 was making a farce of the Rule and the law should not be made a mockery of in its application”); *Wood v. Marston*, 442 So. 2d 934,

937 (Fla. 1983) (noting temporary injunction granted under the Sunshine Law required the posting of a bond). The Court cannot waive this requirement or set a nominal amount. *Bellach v. Huggs, Inc.*, 704 So. 2d 679, 680 (Fla. 2d DCA 1997). A court must hold an evidentiary hearing and allow the parties to present evidence on the appropriate amount for the bond. *Id.*; see also *Fla. Ga. Grove, LLP v. Collier Cty.*, 95 So. 3d 948, 950 (Fla. 2d DCA 2012) (finding lower court “erred in setting a bond without holding an evidentiary hearing on the appropriate amount”); *Broward Cty. v. Meiklejohn*, 936 So. 2d 742, 747 (Fla. 4th DCA 2006) (“[T]he court must provide both parties the opportunity to present evidence as to the amount of an appropriate bond’ at an evidentiary hearing.”) (quoting in part *Richard v. Behavioral Healthcare Options, Inc.*, 647 So. 2d 976, 978 (Fla. 2d DCA 1994)). Accordingly, any temporary injunction must be supported by a bond.

III. THE ONLY PROPER PARTY IS THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE.

Plaintiff’s request to issue an injunction against “Miami Dade College” and the Individual Trustees must be denied because they are not proper parties before the Court.⁴

A. Miami Dade College is Not a Legal Entity.

Plaintiff improperly names “Miami Dade College” as a defendant in this litigation. The State of Florida has organized a “state system of schools, courses,

⁴ Undersigned counsel conferred with Plaintiff’s counsel regarding dismissal of improper parties named in the Complaint and provided supporting legal authorities for their dismissal. Plaintiff’s Counsel indicated he is reviewing with his client but has not responded with his position. Defendants further note that Plaintiff failed to name all members of the Board.

classes, and educational institutions and services adequate to allow, for all Florida's students, the opportunity to obtain a high quality education," known as the Florida K-20 education system. § 1000.01(3), Fla. Stat. Miami Dade College is part of the K-20 education system. *Id.* § 1000.21(5)(o). Miami Dade College is also part of the Florida College System. *Id.* § 1001.60(2). Additionally, section 1001.63, Florida Statutes, provides, in pertinent part:

Each Florida College System institution board of trustees is constituted a body corporate by the name of "The District Board of Trustees of (Name of Florida College System institution), Florida" with all the powers and duties of a body corporate, including the power to adopt a corporate seal, to contract and be contracted with, to sue or be sued, to plead and be impleaded in all courts of law or equity, and to give and receive donations. In all suits against a board of trustees, service of process shall be made on the chair of the board of trustees or, in the absence of the chair, the corporate secretary or designee of the chair.

Because Miami Dade College is a part of the Florida College System, which is governed by section § 1001.63, Florida Statutes, legal action against it must be brought against the District Board of Trustees for the institution. The District Board of Trustees for Miami Dade College is the only proper party in the instant case and here, dismissal of "Miami Dade College" is warranted and no temporary injunction should be entered against it. *See, e.g., Souto v. Fla. Int'l Univ. Found., Inc.*, 446 F. Supp. 3d 983, 998 (S.D. Fla. 2020) (FIU is not a proper defendant); *Parfitt v. Fla. Gulf Coast Univ. Bd. of Trs.*, No. 2:19-cv-727-SPC-NPM, 2020 WL 1873585, at *2 (M.D. Fla. Apr. 15, 2020) ("The Board—not FCGU—is the correct entity to sue."); *Paylan v. Teitelbaum*, No. 1:15-cv-159-MW-GRJ, 2017 WL 2294084, at *2 (N.D. Fla. May 23, 2017) ("UFBOT is the proper entity to be sued in cases against the University of

Florida.”), *report and recommendation adopted*, 2017 WL 2294083 (N.D. Fla. May 25, 2017); *Hui Li v. Univ. of Fla. Bd. of Trs.*, No. 1:14-cv-236- RS-GRJ, 2015 WL 1781578, at *2 (N.D. Fla. April 20, 2015) (“The program is governed by Defendant University of Florida Board of Trustees, which is the only University of Florida entity with the capacity to be sued.”); *Hankins v. Dean of Commc’ns, Valencia Coll.*, No. 6:12-cv-997-JA- KRS, 2012 WL 7050630, at *2 (M.D. Fla. Dec. 21, 2012) (“[T]he ADA claim is due to be dismissed without prejudice to filing an amended complaint against The Valencia College Board of Trustees.”), *report and recommendation adopted*, 2013 WL 521676 (M.D. Fla. Feb. 11, 2013); *O’Hara v. Univ., of West Fla.*, No. 3:07CV351, 2008 WL 4833104, at *6 (N.D. Fla. 2008) (granting defendant’s motion to dismiss because university’s board of trustees was not named as defendant); *U.S. Equal Emp’t Opportunity Comm’n v. Fla. Gulf Coast Univ.*, No. 2:06-cv-326-FtM-29SPC, 2007 WL 2077577, at *2 (M.D. Fla. 2007) (dismissing action against Florida Gulf Coast University on basis that complaint did not name proper party). Consequently, for the reasons set forth herein, this action—as it pertains to “Miami Dade College”—is wholly improper and an injunction may not issue against it.

B. There Are No Allegations Against the Individual Trustees and They Cannot be Individually Enjoined.

Second, an injunction against the Individual Trustees is improper because they are not proper parties to this action. There is not a single allegation in the Complaint concerning any conduct by any individual Trustee. Nor does the Complaint seek any relief against any Individual Trustee. Injunctive relief requires allegations identifying or describing individuals who engaged in non-public meetings. None of

these allegations exist here. *Law & Info. Servs.*, 670 So. 2d at 1016 (holding patent speculation, absent any allegation that a non-public meeting in fact occurred is insufficient to state a cause of action).

Additionally, each is named in their official capacity as members of the District Board of Trustees of Miami-Dade College. *See* Compl. ¶ 12 (naming each Board member “in this action in their capacity as District Board of Trustees”). There is no proper factual or legal basis to designate any of the Trustees individually as parties. Under Florida law, each community college’s board of trustees is constituted as a body corporate with the authority to sue and be sued in its corporate name. Florida Statutes explicitly provide that the board of trustees, as a corporate entity, is the proper party for legal actions involving the college. *See e.g.*, §§ 1001.63, 1001.64, Fla. Stat.

Therefore, the Court cannot enter any injunction against “Miami Dade College” or any individual Trustee.

CONCLUSION

For these reasons, this Court should deny Plaintiff’s Emergency Motion for Temporary Injunction.

Respectfully submitted,

By: /s/ Jesus M. Suarez

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Counsel for Defendants

Dated: October 13, 2025

Miami, Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 13, 2025, I electronically filed the foregoing document with the Clerk of Courts via the Florida e-Filing Portal, as required by Fla. R. Jud. Admin. 2.516. I further verify that the Portal uses the names and e-mail addresses of all counsel for the parties to serve the foregoing document on each party by e-mail in compliance with the Rule.

/s/ Jesus M. Suarez
FOR THE FIRM

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

3
4 DR. MARVIN DUNN,
5 Plaintiff,

6 v.

Case No.

7 MIAMI DADE COLLEGE; DISTRICT
8 BOARD OF TRUSTEES OF MIAMI DADE
9 COLLEGE; and MICHAEL BILECA,
10 ROBERTO ALONSO, MARIA BOSQUE
11 BLANCO, MARCELL FELIPE, ISMARE
12 MONREAL, AND JUAN SEGOVIA, in
13 their Capacities as Members of
14 the District Board of Trustees
15 of Miami Dade College,
16 Defendants.

2025-019608-CA-01

1 HEARING 2 DATE: Monday, October 13, 2025 3 TIME: 12:55 p.m. 4 BEFORE: Honorable Mavel Ruiz 5 LOCATION: Dade County Courthouse 6 73 West Flagler Street 7 Miami, FL 33130 8 REPORTED BY: Michelle J. Browne 9 JOB NO.: 7661946 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 2	1 A P P E A R A N C E S (Cont'd) 2 ON BEHALF OF DEFENDANTS MIAMI DADE COLLEGE, DISTRICT 3 BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, AND MICHAEL 4 BILECA, ROBERTO ALONSO, MARIA BOSQUE BLANCO, MARCELL 5 FELIPE, ISMARE MONREAL, AND JUAN SEGOVIA: 6 JESUS M. SUAREZ, ESQUIRE 7 CARMEN MANRARA CARTAYA, ESQUIRE 8 JENNIFER HERNANDEZ, ESQUIRE 9 MARIANNE ARELLANO, ESQUIRE 10 Continental PLLC 11 255 Alhambra Circle 12 Coral Gables, FL 33134 13 jsuarez@continentalpllc.com 14 ccartaya@continentalpllc.com 15 jhernandez@continentalpllc.com 16 (305) 677-2707 17 (305) 921-9856 18 (305) 667-2707 19 20 21 22 23 24 25	Page 4
1 A P P E A R A N C E S 2 ON BEHALF OF PLAINTIFF DR. MARVIN DUNN: 3 ANDRES RIVERO, ESQUIRE 4 JORGE MESTRE, ESQUIRE 5 Rivero Mestre LLP 6 2525 Ponce de Leon Boulevard, Suite 1000 7 Miami, FL 33134 8 arivero@riveromestre.com 9 (305) 445-2500 10 11 RICHARD E. BRODSKY, ESQUIRE 12 The Brodsky Law Firm 13 1805 Ponce de Leon Boulevard, Unit 610 14 Coral Gables, FL 66164 15 rbrodsky@jonesday.com 16 (305) 962-7497 17 18 19 20 21 22 23 24 25	Page 3	1 A P P E A R A N C E S (Cont'd) 2 ALSO PRESENT: 3 Patricia Mazzei, NY Times Reporter 4 Claire Heddles, Miami Herald Reporter 5 Javier Ley-Soto, General Counsel, Miami Dade 6 College 7 Deborah Acosta, Wall Street Journal 8 Eunice Sigler, 11th Judicial Circuit Media 9 Advisor (by videoconference) 10 Joshua Ceballos (by videoconference) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	Page 5

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1 this, and I'd like you to give me one answer. Are you
 2 telling me that you are not stipulating that Miami
 3 Dade College disseminated that notice as it is right
 4 there?
 5 MR. SUAREZ: No. That is the notice.
 6 THE COURT: Is that what you're telling
 7 me?
 8 MR. SUAREZ: That's the notice.
 9 THE COURT: So then you are
 10 stipulating --
 11 MR. SUAREZ: Correct.
 12 THE COURT: -- that those ten words
 13 were the notice?
 14 MR. SUAREZ: Not those ten words,
 15 but --
 16 THE COURT: Or whatever it is, however
 17 many.
 18 MR. SUAREZ: But that's the problem,
 19 no, that --
 20 THE COURT: No?
 21 MR. SUAREZ: -- this is --
 22 THE COURT: -- a yes or no -- it's a
 23 yes or no question.
 24 MR. SUAREZ: I stipulate that this
 25 document and this document alone is a notice that was

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1 issued by the college.
 2 THE COURT: Okay. Nothing else is
 3 being argued regarding the notice, and I'm not going
 4 to consider whether it was properly published, whether
 5 it was properly disseminated, whether it
 6 was -- should've been three days, and it was only two.
 7 Court's not going to consider any of that, only the
 8 contents of that statement; okay?
 9 MR. SUAREZ: Your Honor, I think we've
 10 argued that the -- almost the entirety of the
 11 authority is contrary to that, but I certainly
 12 understand Your Honor's position.
 13 THE COURT: Well, no. I haven't taken
 14 a position yet. Let me take a look. All right.
 15 We're in recess.
 16 (Off the record.)
 17 THE COURT: All right. Thank you for
 18 waiting, everyone. I went back there and considered
 19 the argument, and the very first thing that the Court
 20 holds up on a case is a temporary injunction is an
 21 extraordinary remedy that should be granted sparingly.
 22 The circumstances for today, obviously,
 23 are that it's a holiday for the clerk, and a lot of
 24 the information that everyone needed to get each
 25 other -- the attorneys needed to get each other and

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1 get to me was kind of impeded by that holiday.
 2 So I just received the defense's
 3 filings, which obviously, it worked very hard on, so
 4 25 or 30 tabs -- more than that, 40-something tabs.
 5 And the plaintiff had filed the proof that Mr. Dunn
 6 has standing.
 7 So this being an extraordinary remedy,
 8 the first thing the Court looks at is standing. I
 9 presume that Mr. Dunn has standing. I have no doubt
 10 that he does, but I cannot grant an extraordinary
 11 remedy until he establishes standing. I just can't.
 12 It's reversal 101, so I don't get to step two until
 13 the plaintiff establishes that.
 14 Secondly, the defense has asked the
 15 Court to dismiss the individual board members. I
 16 don't get to that until I have a motion to dismiss
 17 them.
 18 I don't know if there might be an
 19 agreement, depending on what happens in this case,
 20 between the parties. The plaintiffs agree to dismiss
 21 the board members. In exchange, the defense agrees
 22 that the issues relate to the actions of the members
 23 of the board as a board. That might resolve things.
 24 But most of the arguments, I think,
 25 once the parties complete their filings and their

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1 notices to each other, I think, have been made, and so
 2 I think part two is going to be fruitful in the sense
 3 that we'll get to the ultimate issue of the motion.
 4 But at this time, I just cannot. I
 5 find Mr. Suarez's arguments that the Court needs to
 6 base its decision on findings -- it's an absolute
 7 requirement. Sir?
 8 MR. BRODSKY: May I?
 9 THE COURT: You may.
 10 MR. BRODSKY: I have to inquire, if it
 11 pleases the Court, on the method that the Court will
 12 require with respect to our presentation of this
 13 evidence. I can represent to you, A, that we have
 14 filed his passport, both the cover -- and I have now
 15 sent it to Mr. Suarez.
 16 I don't know if he's gotten it or not.
 17 If he's checked his email, he would've -- think he
 18 would've seen I've sent him both the cover in separate
 19 emails because that's how they were in my computer or
 20 my cell phone.
 21 I can represent to you that he and his
 22 wife are in Europe on a pre-planned vacation. Should
 23 he have known that, blah, blah, blah, I leave that to
 24 the -- to God and to --
 25 THE COURT: There's always Zoom.

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1 MR. BRODSKY: I therefore ask Your
2 Honor at the -- on the opportunity to do it via Zoom
3 at the earliest opportunity the Court has, we will
4 simply put him on, identify himself, have him show the
5 passport, and say, "I am a citizen." They can
6 cross-examine him for whether he is a citizen.
7 THE COURT: -- not only a citizen. He
8 has to be a resident of Miami-Dade County --
9 MR. BRODSKY: -- citizen --
10 THE COURT: -- or --
11 MR. BRODSKY: -- a citizen of the
12 state --
13 THE COURT: -- or of Florida.
14 MR. BRODSKY: No, a citizen of the
15 state. Now --
16 THE COURT: Yeah. Okay.
17 MR. BRODSKY: -- how is citizenship
18 defined? Among other things, holding a passport. He
19 can describe that he's lived in this state since he
20 was born.
21 He can talk about where he went to high
22 school, where they bank, all the things that go to
23 this issue. Because my understanding of the law is
24 that citizenship is a composite deduction taken from
25 the facts of normal life.

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1 So I ask for the opportunity to do a
2 Zoom hearing. He's six hours ahead. He insists that
3 I call him anytime other than past a certain time.
4 And I know he knows about this hearing, and he will
5 jump to it if I say, "Dr. Dunn, make yourself
6 available."
7 THE COURT: Okay.
8 MR. BRODSKY: You will find him on the
9 Zoom. It may be that if my esteemed colleague
10 appoints me to handle that evidence -- that task or
11 that I'm going to be with my wife visiting our
12 daughter in -- and her children and husband in
13 California, but I'll make myself available.
14 So the time lapse between him and me
15 will be nine hours. God bless, I say. Thank you very
16 much. So I formally request the earliest
17 hearing -- it is a reasonable -- on Your Honor's
18 schedule. Thank you.
19 THE COURT: I'm available every day
20 after five. I will be in trial starting tomorrow
21 morning in a jury trial. It's supposed to be five
22 days. We didn't know that we didn't have Monday, so
23 we're going to do a five-day jury trial in four days.
24 But I'm available. I'm available. You
25 all schedule it and calendar it, and that's fine.

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1 Plaintiff, remember the burden is substantial,
2 competent evidence. If you're able to establish that,
3 then the Court will review whether the announcement
4 was reasonable pursuant to the Sunshine Law.
5 If the Court finds that it does, then
6 the Court intends or would like to entertain the
7 motion to dismiss unless there is an agreement amongst
8 the parties to -- as I mentioned, and if there is an
9 agreement, it would have to be a stipulation in
10 writing.
11 You need to hammer it and -- you know,
12 hammer it and write it down because I don't want there
13 to be any dispute in the future. "I promised this.
14 You promised the other thing."
15 So because I think the plaintiff's
16 intent is not to include individuals, but to include
17 the board as a board. And that's it. So it's up to
18 you all however you wish to proceed should we get
19 there, and that's fine.
20 Let's see. I think that was it. I
21 don't do this in every case, but because this seems to
22 be going a little fast, if you file something with the
23 clerk's office, courtesy copy my judicial assistant
24 and each other. That way there's no lag, you know, in
25 service or sharing any discovery.

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1 MR. SUAREZ: And certainly, Your Honor.
2 For example, we weren't able to locate the passport on
3 courtMAP.
4 THE COURT: No.
5 MR. SUAREZ: We went in, and we looked
6 for it. Couldn't find it --
7 THE COURT: No, no. It's not going to
8 be there. As I looked again to see if you were -- if
9 your documents were there. They were not because of
10 that reason. The clerk's office has to authorize it,
11 and then it hits the e-file. I think that's how it --
12 MR. SUAREZ: No. The courtMAP should
13 go -- we're more than happy to e-file it. I just want
14 to let Your Honor know we looked for the passport on
15 courtMAP now during the break. It was not there.
16 THE COURT: No. Okay.
17 MR. BRODSKY: May I ask counsel if it's
18 now received, the --
19 MR. SUAREZ: We received the first
20 cover of the passport, but I think the --
21 MR. BRODSKY: No. I --
22 MR. SUAREZ: -- the statement that was
23 made in court was that it was sent by courtMAP. And
24 we could not find it --
25 THE COURT: Let me explain --

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA
CASE NO.: 2025-019608-CA-01

MARVIN DUNN (Pr),

Plaintiff(s),

vs.

MIAMI DADE COLLEGE, et al.,

Defendant(s).

LOCATION: Miami-Dade County Courthouse
73 West Flagler Street
Miami, Florida 33130

DATE: Tuesday, October 14, 2025

TIME: 4:59 p.m. - 7:20 p.m.

SPECIAL SET HEARING

The above-entitled cause came on for a
hearing before the Honorable MAVEL RUIZ, Circuit
Court Judge, reporter by Elsy M. Altuve, FPR,
Stenographic Reporter, Notary Public in and for
the State of Florida at Large.

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1 remedial action and do a proper notice, and
2 the cost would be very minimal.
3 If they took the tactical decision to do
4 expedited litigation, which apparently is
5 what they intend, that would be their
6 decision. And even then, on the 2 to
7 \$300,000 estimated by Mr. Ley-Soto, half of
8 that is supposed to be attributable to real
9 estate lawyers in the event that at the end
10 of the day the result were the other way.
11 This all goes to the basic point, Judge,
12 which is there's no -- that balance, the
13 balance between the irreparable injury from
14 the Sunshine violation as to failing to give
15 notice for property that we submitted in the
16 complaint, verified evidence, is assessed at
17 \$67 million. And has appraised estimates of
18 200 to \$260 million.
19 THE COURT: (Indicates.)
20 MR. RIVERO: Yes, Judge.
21 THE COURT: What evidence in the record
22 is there of that?
23 MR. RIVERO: Judge, it's in the
24 complaint which is a verified complaint,
25 and, therefore, that is evidence.

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1 THE COURT: I'm mean, that's hearsay.
2 Just like the articles are hearsay, I can't
3 rely on that.
4 I don't know that I need to rely on the
5 value. I mean, this could be -- I don't
6 know.
7 MR. RIVERO: You're right, Judge.
8 You're right.
9 But the violation -- because the truth
10 is the law says the violation, in and of
11 itself, regardless of the underlying matter.
12 But, Judge, we have submitted
13 verified -- a verified complaint. In this
14 setting, I think, can be considered by the
15 Court, but I will leave that to the Court.
16 THE COURT: The Court is -- I love that
17 the attachments to the complaint -- and I
18 don't see that the Court can rely on any of
19 them because they're articles and statements
20 by other people, out-of-court statements
21 that constitute hearsay.
22 MR. RIVERO: Judge, in that event --
23 THE COURT: And the property appraiser's
24 document is not authenticated so.
25 MR. RIVERO: Your Honor, that, I would

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1 ask the Court to take judicial notice. So
2 that's a public record document that the
3 Court -- and we've made a motion for the
4 Court taking judicial notice --
5 THE COURT: Judicial notice of that.
6 MR. RIVERO: Yeah. But, Judge,
7 regardless, I think -- I take the Court's
8 point, and so I want to make sure to
9 emphasize this secondary point.
10 The law is, the violation, in and of
11 itself, is irreparable injury. I was trying
12 to emphasize the balance for the balancing
13 purposes.
14 Nonetheless, irreparable injury,
15 whatever that is, Judge, versus either an
16 absolute minimal cost to correct or a
17 tactical cost --
18 THE COURT: I understand.
19 MR. RIVERO: -- to litigate.
20 Now, likelihood success on the merits,
21 Judge.
22 THE COURT: Mr. Rivero, let me ask you
23 this.
24 MR. RIVERO: Yes, Judge.
25 THE COURT: Why is it that notice is

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1 insufficient? Potential real estate
2 transactions, especially in the light of the
3 fact that Mr. Soto testified that this is
4 very routine, this is a very routine type of
5 disclosure for them.
6 MR. RIVERO: Judge, Mr. Soto made a
7 telling statement. He described one notice
8 to the Court, other than this one. So on
9 the testimony before the Court on this
10 matter, he identified one other notice.
11 And in that notice, even in just that
12 limited testimony, he said that the notice
13 given was -- this is the example of how they
14 were routinely given --
15 THE COURT: The collective bargaining --
16 MR. RIVERO: -- with a --
17 THE COURT: -- notice --
18 MR. RIVERO: -- with a specific --
19 THE COURT: -- you're talking about?
20 MR. RIVERO: -- entity.
21 And if we compare, your Honor, that
22 notice, we're going to have a special
23 meeting -- I'm not sure if that was a
24 special meeting or a general meeting -- in
25 order to discuss a collective bargaining

Page 118 1 Attorney General Opinion I read from. 2 The law requires, not just time, place, 3 and manner, it requires a description of the 4 general subject matter sufficient to allow 5 that the public would know what the meeting 6 was about. That wasn't given here. 7 Thank you, your Honor. 8 THE COURT: Thank you. 9 The Court's ready to rule. 10 Under these circumstances, I do believe 11 that the Sapp case and the Parris case 12 are -- do guide the Court. 13 This is not an easy decision, this is 14 not a hands-down easy decision. It may 15 appear at first blush but as the defense has 16 argued, the question of the specificity 17 required is something that is subjective to 18 some degree and not easy -- and not defined, 19 not defined in the case law. 20 Reading from Transparency for Florida v. 21 The City of Port St. Lucie, Headnote 10, 22 where "reasonable notice" has not been 23 statutorily defined under the Sunshine Law, 24 the type of notice that must be given for a 25 meeting is variable, it's variable, and it	Page 120 1 public of the pendency of matters that might 2 affect their rights, affords them the 3 opportunity to appear and present their 4 views, and affords them a reasonable time to 5 make an appearance if they wished. 6 The Sapp case also does cite the search 7 for a position, a city manager position. 8 And on Page 6, the second paragraph at the 9 top, the Court states: 10 Those are the only reasonable inferences 11 that the public can draw from the notice. 12 Those are the only reasonable inferences 13 that the public can draw from the notice. 14 Can I have the exhibits? 15 So in Sapp, which holds that 16 specificity, to some degree, is not required 17 in the notice, Sapp holds that that 18 particular notice was sufficient. 19 And here is our notice, the case at bar: 20 At this special board meeting the 21 District Board of Trustees will discuss 22 potential real estate transactions. 23 Going to Sapp, those are the only 24 reasonable inferences that the public can 25 draw from the notice.
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Page 122 1 for the defense's arguments, because a 2 transfer can mean one of a half a dozen 3 things. It can be a sale, it can be a gift, 4 it can be a conveyance, an assignment, an 5 inheritance, or other transfer of ownership 6 interest. 7 So which one of those was being 8 discussed that day? Did it, as the law 9 requires, give reasonable notice that 10 appraises members of the public of the 11 pendency of the matter that might affect 12 their rights, affords them the opportunity 13 to appear and present their views, and 14 affords them a reasonable time to make an 15 appearance if they wished? 16 On the record before the Court, the 17 Court does not believe that the notice was 18 reasonable for the reasons stated. The 19 Court is not relying on the value, on the 20 exhibits attached to the plaintiff's 21 complaint. The Court is not relying on the 22 hearsay statements that have been made. 23 The Court is relying on the standing 24 that Mr. Dunn established today, on the 25 admitted exhibits, most of which, if not	Page 124 1 And, obviously, once this land is 2 transferred, then that's that. And it's 3 understood, it is understood that the board 4 can provide the reasonable disclosure and 5 convey this property as they see fit. 6 That's why this is not a case, at least for 7 this Court, rooted in politics. 8 As for the testimony regarding the bond 9 required, Mr. Ley-Soto testified that he 10 estimates the expense, the legal expense of 11 the college to be, of the board on behalf of 12 the college to be somewhere between 200 and 13 \$300,000. I can see how that might be the 14 total. 15 As you mentioned, Mr. Rivero, if the 16 defendant wishes to appeal the issue, it's, 17 obviously, more expensive as opposed to 18 republishing and having the hearing again. 19 Which is absolutely their right and their 20 choice. 21 But it seems to this Court that while 22 this temporary injunction is in place -- it 23 shouldn't be very long, I wouldn't think -- 24 that the real estate attorneys that are 25 reviewing the documentation would pause
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1 benefit from a presidential library next
2 door is highly speculative, and that is what
3 they say they will get from this transaction
4 --
5 THE COURT: Mr. Brodsky --
6 MR. BRODSKY: -- and the injunction
7 won't prevent that. Thank you.
8 THE COURT: Sir, thank you.
9 MR. BRODSKY: I appreciate it. I
10 apologize if I went over.
11 THE COURT: It's not that.
12 This Court's position is not to dictate
13 to the defendants what road they should
14 take. This Court has to look at the overall
15 case and assess what would be a proper bond.
16 I'm required to take evidence, the only
17 evidence that there is in record now of that
18 cost is Mr. Soto's testimony that it was
19 going to cost 2 to \$300,000. He explained
20 what would be included in that and the Court
21 can make reasonable inferences based on
22 that.
23 Mr. Ley-Soto included the real estate
24 attorney's fees, any need to redo expired
25 contracts, expired surveys, you know, all of

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1 those things. That's what the Court's
2 focusing on and only on that.
3 MR. BRODSKY: I understand --
4 THE COURT: The Court has no place
5 dictating to the plaintiff which avenue they
6 are or they should take.
7 MR. BRODSKY: You're absolutely --
8 THE COURT: And the Court will not.
9 MR. BRODSKY: I accept that and I
10 endorse it.
11 Nevertheless, I think you have to --
12 your Honor, if I might say, you should
13 respectfully take into account that if they
14 decide to do the scorched earth approach,
15 which is take it to the Third DCA, take it
16 to the Supreme Court of Florida, the expense
17 will be self-induced. It won't be on
18 account of the injunction, it will be on
19 account of opposing the injunction and
20 that's not the purpose of the bond.
21 THE COURT: I understand.
22 MR. BRODSKY: Thank you, your Honor.
23 THE COURT: Thank you, sir.
24 MR. BRODSKY: I appreciate it.
25 THE COURT: I understand, but the

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1 Court's position on that issue is that the
2 defendant did not sue themselves. They were
3 sued, and they have the option -- you know,
4 they can look at their -- any future notice,
5 they may have an interest in how notices are
6 put out and wish to resolve that and get a
7 decision on this Court's ruling.
8 I can think of many good reasons why
9 they may want to appeal this Court rather
10 than re-notice it. It's up to them, and the
11 Court is not going to delve into that.
12 Thank you, sir.
13 MR. BRODSKY: Thank you.
14 THE COURT: I'll hear from you.
15 MR. SUAREZ: No, your Honor. My comment
16 to the Court would have been that the
17 evidence of Mr. Ley-Soto is un-rebutted in
18 the record, and I would ask that whatever
19 injunction your Honor were to enter, not
20 deviate any further then the "wherefore"
21 clause in the plaintiff's complaint which
22 simply asks for an injunction against the
23 conveyance of the land and nothing else.
24 MR. RIVERO: Judge --
25 THE COURT: Yeah. I think that's

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1 correct.
2 MR. RIVERO: May I submit a proposed
3 order, your Honor?
4 THE COURT: Yes.
5 So because the Court has concluded the
6 only evidence of the bond has been
7 Mr. Ley-Soto's testimony, which I believe
8 does include the expenses of the real estate
9 attorneys but that's a separate matter.
10 We're talking about this litigation, this
11 particular issue alone, and on this issue I
12 think that without the expense of the real
13 estate attorneys -- at least the Court does
14 not expect this to be a long drawn-out -- I
15 think this is an issue that's going to be
16 resolved rather quickly, even if it's taken
17 up to the Third.
18 So for that reason, I do think that half
19 of the highest estimate that Mr. Ley-Soto
20 testified to which was \$300,000 at this time
21 would be appropriate, \$150,000 as a bond.
22 MR. SUAREZ: Thank you, your Honor.
23 THE COURT: Thank you, everyone. Thank
24 you for your professionalism and your
25 presentation, your hard work. Thank you so

Page 118 1 Attorney General Opinion I read from. 2 The law requires, not just time, place, 3 and manner, it requires a description of the 4 general subject matter sufficient to allow 5 that the public would know what the meeting 6 was about. That wasn't given here. 7 Thank you, your Honor. 8 THE COURT: Thank you. 9 The Court's ready to rule. 10 Under these circumstances, I do believe 11 that the Sapp case and the Parris case 12 are -- do guide the Court. 13 This is not an easy decision, this is 14 not a hands-down easy decision. It may 15 appear at first blush but as the defense has 16 argued, the question of the specificity 17 required is something that is subjective to 18 some degree and not easy -- and not defined, 19 not defined in the case law. 20 Reading from Transparency for Florida v. 21 The City of Port St. Lucie, Headnote 10, 22 where "reasonable notice" has not been 23 statutorily defined under the Sunshine Law, 24 the type of notice that must be given for a 25 meeting is variable, it's variable, and it	Page 120 1 public of the pendency of matters that might 2 affect their rights, affords them the 3 opportunity to appear and present their 4 views, and affords them a reasonable time to 5 make an appearance if they wished. 6 The Sapp case also does cite the search 7 for a position, a city manager position. 8 And on Page 6, the second paragraph at the 9 top, the Court states: 10 Those are the only reasonable inferences 11 that the public can draw from the notice. 12 Those are the only reasonable inferences 13 that the public can draw from the notice. 14 Can I have the exhibits? 15 So in Sapp, which holds that 16 specificity, to some degree, is not required 17 in the notice, Sapp holds that that 18 particular notice was sufficient. 19 And here is our notice, the case at bar: 20 At this special board meeting the 21 District Board of Trustees will discuss 22 potential real estate transactions. 23 Going to Sapp, those are the only 24 reasonable inferences that the public can 25 draw from the notice.
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12 your Honor, if I might say, you should
13 respectfully take into account that if they
14 decide to do the scorched earth approach,
15 which is take it to the Third DCA, take it
16 to the Supreme Court of Florida, the expense
17 will be self-induced. It won't be on
18 account of the injunction, it will be on
19 account of opposing the injunction and
20 that's not the purpose of the bond.
21 THE COURT: I understand.
22 MR. BRODSKY: Thank you, your Honor.
23 THE COURT: Thank you, sir.
24 MR. BRODSKY: I appreciate it.
25 THE COURT: I understand, but the

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1 Court's position on that issue is that the
2 defendant did not sue themselves. They were
3 sued, and they have the option -- you know,
4 they can look at their -- any future notice,
5 they may have an interest in how notices are
6 put out and wish to resolve that and get a
7 decision on this Court's ruling.
8 I can think of many good reasons why
9 they may want to appeal this Court rather
10 than re-notice it. It's up to them, and the
11 Court is not going to delve into that.
12 Thank you, sir.
13 MR. BRODSKY: Thank you.
14 THE COURT: I'll hear from you.
15 MR. SUAREZ: No, your Honor. My comment
16 to the Court would have been that the
17 evidence of Mr. Ley-Soto is un-rebutted in
18 the record, and I would ask that whatever
19 injunction your Honor were to enter, not
20 deviate any further then the "wherefore"
21 clause in the plaintiff's complaint which
22 simply asks for an injunction against the
23 conveyance of the land and nothing else.
24 MR. RIVERO: Judge --
25 THE COURT: Yeah. I think that's

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1 correct.
2 MR. RIVERO: May I submit a proposed
3 order, your Honor?
4 THE COURT: Yes.
5 So because the Court has concluded the
6 only evidence of the bond has been
7 Mr. Ley-Soto's testimony, which I believe
8 does include the expenses of the real estate
9 attorneys but that's a separate matter.
10 We're talking about this litigation, this
11 particular issue alone, and on this issue I
12 think that without the expense of the real
13 estate attorneys -- at least the Court does
14 not expect this to be a long drawn-out -- I
15 think this is an issue that's going to be
16 resolved rather quickly, even if it's taken
17 up to the Third.
18 So for that reason, I do think that half
19 of the highest estimate that Mr. Ley-Soto
20 testified to which was \$300,000 at this time
21 would be appropriate, \$150,000 as a bond.
22 MR. SUAREZ: Thank you, your Honor.
23 THE COURT: Thank you, everyone. Thank
24 you for your professionalism and your
25 presentation, your hard work. Thank you so

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

CASE NO: 2025-019608-CA-01

SECTION: CA04

JUDGE: Mavel Ruiz

Marvin Dunn (Pr)

Plaintiff(s)

vs.

Miami Dade College et al

Defendant(s)

_____ /

**ORDER GRANTING PLAINTIFF'S EMERGENCY MOTION FOR TEMPORARY
INJUNCTION**

THIS CAUSE came before the Court upon the Emergency Motion for Temporary Injunction ("Motion") filed by the Plaintiff, Dr. Marvin Dunn ("Dr. Dunn"), seeking an order temporarily enjoining the Defendant, the District Board of Trustees of Miami Dade College ("District Board"),^[1] from conveying certain land to the State of Florida's Internal Improvement Trust Fund.

The issue before the Court is whether Dr. Dunn satisfied his burden to prove entitlement to the issuance of a temporary injunction under Fla. R. Civ.P. 1.610, upon his allegation that the District Board failed to provide reasonable notice, as required under Florida's Government in the Sunshine Act, Chap. 286, Fla. Stat., of a Special Meeting of the District Board at which a decision was made to convey 2.63 acres of land owned by the College to the State.

Dr. Dunn bears the burden of satisfying the traditional standard for the issuance of a temporary injunction. The Court finds he met his burden. It held a two-hour hearing on the Motion on October 13, 2025, where the Court found that the Plaintiff had failed to establish standing. It also held a two-plus-hour evidentiary hearing on October 14, 2025, at which the Court heard the

testimony of Dr. Dunn (via Zoom, as he was in Europe on vacation at the time), on his status as a citizen of Florida, as well as the live testimony of the General Counsel of the College, on the circumstances surrounding the notice provided. The Court, having reviewed the Motion, supporting papers and exhibits filed by Dr. Dunn, the Opposition brief and exhibits filed by the District Board, and having heard the witnesses, considered the admitted exhibits and the argument of counsel, finds as follows:

A. FINDINGS OF FACT

1. Dr. Dunn is a citizen of the State of Florida.
2. Miami Dade College (the “College”) is a public post-secondary educational institution. It is part of the Florida College System. §§ 1000.21(5)(o), 1001.60(2), Fla. Stat.
3. The College is governed by its District Board, whose members are appointed by the Governor, subject to confirmation by the Florida Senate. §§ 1001.60-1001.64, Fla. Stat.
4. On September 16, 2025, Miami Dade College gave written notice (the “Notice”) of a Special Meeting of the District Board (the “Special Meeting”) to be held on September 23, 2025. Cplt. ¶29, Def. Ex. A.
5. The Notice, in substantial part, stated:
The District Board of Trustees of Miami Dade College will hold a Special Board Meeting beginning at 8a.m. on Tuesday, September 23, 2025. The meeting will be held at 1780 W 49th Street, Hialeah, Florida 33012 in Conference Room 5101.

*At this Special Board Meeting, the District Board of Trustees will discuss **potential real estate transactions**. If a person decides to appeal any decision made at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be heard.*

Individuals with disabilities as defined under the American with Disabilities Act who wish to attend the meeting and need special accommodations can request them by calling 305-237-2577 or 711 (Relay Service) not later than 3 business days prior to the meeting.

Dated this 16th day of September 2025

Madeline Pumariega,

College President

Def. Ex. A (emphasis added).

6. The Notice of the Special Meeting was published on the College's public website on September 16, 2025. Cplt. ¶ 29. The College also advertised the Notice in the Miami Herald's print and online editions. Def. Exs. B & C.
7. On September 23, 2025, at the Special Meeting, the District Board approved the conveyance of a 2.63-acre parcel of land the College owned, at 500 Biscayne Boulevard, Miami, Florida (the "Land") to the State of Florida's Internal Improvement Trust Fund (the "Fund"). No information has been made public concerning the consideration, if any, the Fund would pay the College for the Land were the transaction approved by the District Board at the Special Meeting to be effected.
8. Sec. 90.202(12), Fla. Stat., authorizes the Court to "take judicial notice [of] . . . facts that are not subject to dispute because they are capable of accurate and ready determination by resort to sources whose accuracy cannot be questioned." Pursuant to this provision, the Court takes judicial notice of the following facts: (1) that the purpose of the transaction approved by the District Board at the Special Meeting was to enable the Fund to transfer the Land to the Donald J. Trump Presidential Library Foundation, Inc., which would have five years to begin construction of components of a Presidential library, museum, and/or center; and (2) that, following the decision of the District Board, the Board of Trustees of the Fund, at that Board's meeting on September 30, 2025, approved the transfer to the Trump Foundation.[\[2\]](#)
9. As of the time of the issuance of this Order, the Land has not been conveyed to anyone and remains the property of the College through its District Board.
10. Dr. Dunn filed his Verified Complaint on October 6, 2025 and his Motion on October 9, 2025.
11. The Florida Government in the Sunshine Act covers "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution." § 286.011(1), Fla. Stat.
12. The Sunshine Act provides that "all meetings" of an organization or individual covered by the Act "at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting." §286.011(1), Fla. Stat.
13. The Sunshine Act further provides that "[t]he board or commission must provide reasonable notice of all such meetings." *Id.* "Reasonable notice" is not defined in the Sunshine Act. The reasonableness of notice is thus a fact-specific inquiry. "[T]he type of notice given depends on the purpose for the notice, the character of the event about which the notice is given, and the nature of the rights to be affected." *Parris v. State*, 359 So. 3d 1178, 1185 (Fla. 3d DCA 2023); *Transparency for Fla. v. City of Port St.*

- Lucie*, 240 So. 3d 780, 787 (Fla. 4th DCA 2018). These cases quote from Att’y General Opinion 73-170, 1973 Fla. AG LEXIS 200 *4-5 (May 17, 1973), which, while notice was not specifically required under the Sunshine Act as it then read, opined that “any meeting which is subject to the provisions of the Sunshine Law must be preceded by . . . a reasonable and ample period of notice . . . [to] the public and representatives of the press so that they may attend . . . [the] meeting if they wish,” (citing AGO 071-32).
14. The Court also relies on *Sapp v. City of Quincy*, No.: 2021 CA 824, 2022 Fla. Cir. LEXIS 7885 (Fla. 2d Jud. Cir., June 6, 2022), which held that notice was reasonable concerning a meeting of a City Council at which the City Manager was fired, when the notice disclosed that the meeting would discuss the “City Manager’s Contract,” the notice ‘reasonably’ ‘convey[ed]’ that [the manager’s] contract would either be renewed, terminated, or somehow modified,” “[t]hose are the only reasonable inferences that the public can draw from the notice,” and “[t]he notice contained more than just the date and time of the special meeting - it provided the general subject matter and apprised the public of what might happen at the end of the meeting.”
 15. “Because section 286.011 ‘was enacted in the public interest to protect the public from ‘closed door’ politics . . . the law must be broadly construed to effect its remedial and protective purpose.’” *Sarasota Citizens for Responsible Gov’t v. City of Sarasota*, 48 So. 3d 755, 762 (Fla. 2010) (quoting *Wood v. Marston*, 442 So. 2d 934, 938 (Fla. 1983). In other words, “[t]he statute should be construed so as to frustrate all evasive devices.” *Sarasota Cit.*, 48 So.3d at 762 (quoting *Town of Palm Beach v. Gradison*, 296 So. 2d 473, 477 (Fla. 1974).
 16. Thus, “[m]ere showing that the government in the sunshine law has been violated constitutes an irreparable public injury,” and “where officials have violated section 286.011, the official action is void *ab initio*.” *Sarasota Cit.*, *id.* (quoting *Gradison*, 296 So.2d at 477).
 17. “Generally, a movant seeking a temporary injunction must establish the following elements: (i) likelihood of irreparable harm and unavailability of an adequate remedy at law; (ii) substantial likelihood of success on the merits; (iii) injury to the movant that outweighs the harm to the opponent; and (iv) that an injunction will not disserve the public interest.” *Data Payment Sys., Inc. v. Caso*, 253 So. 3d 53, 57 (Fla. 3d DCA 2018). The issuance of an injunction also requires this Court to consider the totality of the circumstances in the present case, including whether there has been any unreasonable delay by Dr. Dunn in bringing this action. *David v. Joyner*, 409 So.2d 1193, 1195 (Fla. 4th DCA 1982). *See also Baumel v. Wood*, 2020 Fla. Cir. LEXIS 20152 (Fla. 11th Jud. Cir., July 15, 2020).
 18. Section 286.011(2), Fla.Stat., provides that “[t]he circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.” “The Sunshine Law ‘on its face[] gives the appellant standing without regard to whether he suffered a special injury.’” *Godheim v. City of Tampa*, 426 So. 2d 1084, 1088 (Fla. 2d DCA 1983). *See Silver Exp. Co. v. District Bd. of Lower Tribunal Trustees of Miami-Dade Community College*, 691 So.2d 1099 (Fla. 3d DCA 1997) (“Sunshine Law . . . was enacted so as to permit any citizen to vindicate the public’s interest in open government”). As a citizen of Florida, Dr. Dunn has standing to seek injunctive relief in this action.

19. Dr. Dunn acted reasonably promptly in bringing this action within 13 days of the Special Meeting, by which time the testimony of the College's General Counsel establishes the College, through no fault of anyone, was not ready to effect the transferal of the Land to the State, and as of October 14, 2025, was still not ready, again through no fault of anyone.
20. The District Board is subject to the requirements of the Sunshine Act.
21. Given the circumstances, and, in particular, the purpose of the Special Meeting and the decision to be considered at that Meeting, the notice given on September 16, 2025, of the Special Meeting to be held on September 23, 2025, was unreasonable, in violation of sec. 286.011(1), Fla. Stat. The statement in the Notice concerning "possible real estate transactions" did not identify which real estate would be discussed or what transaction would be considered. Thus, the Notice did not apprise members of the public about the pendency of the matters that might affect their rights.[3]
22. In fact, the possibilities of what this phrase means is unlimited: *potential* (completely unqualified) *real estate* (any real estate owned by the College) *transactions* (Florida Statutes, Section 689.28 defines the transfer of real estate as the "sale, gift, conveyance, assignment, inheritance, or other transfer of ownership interest in real property ...").
23. Notwithstanding the unreasonableness of the notice provided, the Notice did inform the public of the date, time and location of the Special Meeting and was timely made public.
24. Violation of the Sunshine Act constitutes an irreparable public injury, which outweighs any possible injury to the District Board by the issuance of a temporary injunction.
25. An adequate remedy at law is unavailable. By its nature, the claim cannot be redressed by any remedy at law, such as money damages.
26. There is a substantial likelihood of success on the merits as shown by the above-recited facts.
27. Entry of the temporary injunction will serve the public interest because it will preserve the status quo pending a final decision in this action on the merits. In addition, the requirement of open meetings of government bodies, such as the District Board of Miami Dade College, is a bedrock principle of Florida law, both as established in Chapter 286 of the Florida Statutes but also the Constitution of the State of Florida.[4]
28. The Court notes that, although news articles were attached to the complaint, the Court gave them no weight. Furthermore, the Court did not accept other facts which were argued but not proven, such as: Miami Dade College owns 500 acres; the meeting took five minutes or less, the Governor requested that the property be gifted to the State of Florida...none of these facts were relied on by this Court.
29. The Court relied on the stipulated language contained in the advertised notice and nothing more.

B. THE SUNSHINE ACT

C. STANDARD OF REVIEW TO OBTAIN TEMPORARY INJUNCTIVE RELIEF

D. LEGAL CONCLUSIONS

E. BOND

1. The Court, on the basis of the testimony of the General Counsel of the College, orders a bond of \$150,000. Counsel for the District Board testified that, including the need to have certain documents updated, he estimated the cost would be \$200,000 to \$300,000. Because the District Board could cure the defective notice by simply re-noticing the meeting (the meeting itself could be had in less than two weeks), the Court finds that estimate as a worst case scenario and fixes the bond at \$150,000 which remains, in this Court's estimate, well beyond the expected expenses.

It is therefore hereby ORDERED AND ADJUDGED that Dr. Dunn's Emergency Motion for Temporary Injunction is hereby GRANTED. Pending further order of this Court, the District's decision at the September 23, 2025 Special Meeting to transfer the Land to the State is declared void, and the District Board is hereby enjoined, pending further order of this Court, from conveying the Land to the State, provided that Dr. Dunn must posting a bond of \$150,000 within ten days of this Order for this injunction to become effective.

[1] Dr. Dunn has voluntarily dismissed Miami Dade College with prejudice and the individual members of the District Board of Trustees without prejudice as defendants in this action.

[2] The accuracy and ready determination of these facts is determined by resort to two documents: (1) the Agenda, Board of Trustees of Internal Improvement Trust Fund, Sept. 30, 2025, Agenda Item 1, which is available at https://floridadep.gov/sites/default/files/09302025_BOT%20Agenda_2.pdf; and (2) News Release, Governor Ron Desantis and Cabinet Deed Land for The Donald J. Trump Presidential Library, Sept. 30, 2025 ("Today, Governor Ron DeSantis, along with unanimous support of the Florida Cabinet, passed an agenda item to convey a 2.63-acre parcel in Miami Dade County adjacent to the Freedom Tower for the Donald J. Trump Presidential Library"), which is available at <https://www.flgov.com/eog/news/press/2025/governor-ron-desantis-and-cabinet-deed-land-donald-j-trump-presidential-library>. See also Cplt. ¶ 29 and Atts. 3 & 4.

[3] To the extent that this conclusion of law could also be considered a finding of fact, it should be interpreted as such.

[4] Article I, section 24(b) of the Constitution of the provides:

All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this

Constitution.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 3rd day of November, 2025.



2025-019608-CA-01 11-03-2025 4:55 PM

2025-019608-CA-01 11-03-2025 4:55 PM

Hon. Mavel Ruiz

CIRCUIT COURT JUDGE

Electronically Signed

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

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

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- Andres Rivero: receptionist@riveromestre.com
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THE ELEVENTH JUDICIAL CIRCUIT
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

SECTION 04

CASE NO. 2025-019608-CA-01

DR. MARVIN DUNN

v.

DISTRICT BOARD OF TRUSTEES
OF MIAMI-DADE COLLEGE,

defendant.

PLAINTIFF MARVIN DUNN'
NOTICE OF POSTING BOND

Dr. Marvin Dunn hereby provides notice that he has posted the \$150,000 bond ordered by the Court in its Order Granting Plaintiff's Emergency Motion for Temporary Injunction (Nov. 3, 2025). See Injunction Bond posted by Clerk of Court on November 12, 2025 on the Docket, a copy of which is attached hereto.

Respectfully submitted,

RIVERO MESTRE LLP

2525 Ponce de Leon Blvd., Suite 1000

Coral Gables, Florida 33134

Telephone: (305) 445-2500

Facsimile: (305) 445-2505

Email : arivero@riveromestre.com

/s/ Andres Rivero

By: _____

ANDRES RIVERO

Florida Bar No. 613819

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Coral Gables, Florida 33134
Cell: 305-962-7497
rbrodsky@thebrodskylawfirm.com



By: _____
RICHARD E. BRODSKY

Counsel for Dr. Marvin Dunn

CERTIFICATE OF SERVICE

I CERTIFY that on November 12, 2025 I electronically filed this document with the Clerk of the Court using the Florida Courts E-Filing Portal. I also certify that this document is being served on all parties and counsel by email generated by the E-portal system.



By: _____
RICHARD E. BRODSKY

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

DIVISION

☒ CIVIL
☐ OTHER

BOND

☐ NON RESIDENT COST BOND
☒ INJUNCTION BOND
☐ NE EXEAT BOND

PLAINTIFF(S)
Marvin Dunn

VS. DEFENDANT(S)
The District Board of
Trustees of Miami Dade
College,

CASE NUMBER:
2025-019608-CA-01

WE, Marvin Dunn, as principal and
cash deposited with the Clerk's office, as Surety, are bound to

Defendant, The District Board of Trustees of Miami Dade College, in the sum of \$ 150,000.00 for the payment

of which we bind ourselves, our heirs, personal representatives, successors, and
assigns, jointly and severally.

THE CONDITION OF THIS BOND/OBLIGATION is such that:

NON RESIDENT COST:

☐ the plaintiff shall pay all costs and charges that are adjudged against plaintiff in this action, then this bond is void;
otherwise it remains in force.

INJUNCTION:

☒ whereas the above named Principal shall pay any damages that may accrue as a result of being improperly
restrained (or enjoined) in this action, then this bond is void, otherwise to remain in full force and effect.

NE EXEAT:

☐ whereas, as pursuant to Court Order dated _____ the above named principal is
posting \$ _____ bond to: ☐ obtain a Writ of Ne Exeat or ☐ to stay Writ of Ne Exeat
issued on _____.

Signed and Sealed on November 12, 2025.

X Marvin Dunn (SEAL)

S surety

As Attorney in Fact As Surety (SEAL)

THIS BOND EXPIRES
20 YEARS FROM THE
DATE OF EXECUTION
PURSUANT TO F.S. 28.32

TAKEN and APPROVED

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT AND COMPTROLLER
MIAMI-DADE COUNTY
CIRCUIT AND COUNTY COURTS

BY: _____

DEPUTY CLERK

NOV 12 2025

DATE

DECLARATION OF MARVIN DUNN

I, Marvin Dunn, declare:

1. I am at least 18 years old, competent to testify, and have personal knowledge of the facts included in this Declaration.

2. I am the plaintiff in *Dunn v. District Board of Trustees of Miami Dade College*, No. 2025-019608-CA-01 (Fla. 11th Cir. Ct.) (the “Action”).

3. On December 18, 2025, I attended the hearing held before Circuit Judge Mavel Ruiz in the Action on the District’s Motion to Dismiss Plaintiff’s Verified Complaint as Moot and Emergency Motion to Dissolve the Temporary Injunction.

4. I was sitting next to my counsel in the first row of the courtroom. I could see and hear what occurred during the hearing and immediately after the hearing ended.

5. At the end of the hearing, Judge Ruiz stood up and walked down from the bench to the front row of the courtroom. She successively shook hands with counsel for the District and my counsel, one by one, and exchanged brief pleasantries with each of them. She then walked to me, briefly hugged me, and exchanged brief pleasantries with me.

6. She then walked away from me and counsel.

VERIFICATION

Under penalties of perjury, I declare that I have read this Declaration and that the facts stated in it are true.

Dated: March 30, 2026

/s/ *Marvin Dunn*
By: _____
Marvin Dunn

DECLARATION OF MARVIN DUNN

I, Marvin Dunn, declare:

1. I am at least 18 years old, competent to testify, and have personal knowledge of the facts included in this Declaration.

2. I am the plaintiff in *Dunn v. District Board of Trustees of Miami Dade College*, No. 2025-019608-CA-01 (Fla. 11th Cir. Ct.) (the "Action").

3. On December 18, 2025, I attended the hearing held before Circuit Judge Mavel Ruiz in the Action on the District's Motion to Dismiss Plaintiff's Verified Complaint as Moot and Emergency Motion to Dissolve the Temporary Injunction.

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6. She then walked away from me and counsel.

VERIFICATION

Under penalties of perjury, I declare that I have read this Declaration and that the facts stated in it are true.

Dated: March 30, 2026

By: _____

Marvin Dunn

CERTIFICATE OF SERVICE

I certify that on March 30, 2026, this document has been furnished to the following persons at the following addresses by e-mail:

James Uthmeier
Attorney General

David Dewhirst
Solicitor General

Jason J. Muehlhoff
Chief Deputy Solicitor General

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Pursuant to Florida Rule of Appellate Procedure 9.100(e)(2), I
further certify that on March 30, 2026, this document has been
furnished by electronic mail to the following:

The Honorable Mavel Ruiz
Osvaldo N. Soto Miami-Dade Justice Center
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Miami, FL 33128
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nrubio@jud11.flcourts.org

/s/ Andres Rivero

Andres Rivero