Commonwealth of Kentucky

Court of Appeals

NO. 2026-CA-0312-I

SRINATH KAMINENI, M.D. MOVANT

v. ON MOTION FOR INTERLOCUTORY RELIEF
ARISING FROM FRANKLIN CIRCUIT COURT
CASE NO. 26-CI-00054

UNIVERSITY OF KENTUCKY RESPONDENT

ORDER
DENYING EMERGENCY RELIEF

* * * * * *

Petitioner Srinath Kamineni, M.D., filed suit against the University of Kentucky in the Franklin Circuit Court, case no. 26-CI-00054, alleging breach of contract and other claims. At issue is the University's Medical Staff Executive Committee's Notice of Proposed Action to revoke Petitioner's clinical privileges. Petitioner was notified of a scheduled February 2, 2026, administrative hearing, pursuant to Article 9 of the UK Healthcare Medical Staff Bylaws, by letter dated December 30, 2025. He obtained a restraining order from the circuit court

pursuant to Kentucky Rule of Civil Procedure (CR) 65.03. Following a hearing, the circuit court dissolved the restraining order and denied his motion for a temporary injunction by Order entered February 25, 2026. Petitioner's motion for interlocutory relief and emergency motion herein followed.

Petitioner argues that a Settlement Agreement between the parties relative to his previous employment lawsuit filed against the University precludes the University from taking any further adverse action against him.[1] *See* Franklin Circuit Court, *Kamineni v. University of Kentucky*, case no. 22-CI-00838. The Settlement Agreement, executed October 15, 2025, contained a merger clause and stated it was to resolve all issues relative to Petitioner's employment with the University in exchange for a monetary payment to him. Petitioner asserts that the Settlement Agreement has already resolved any peer review action that could result in revocation of his clinical privileges and that the University's administrative hearing process would violate the Agreement and unduly force him to re-litigate settled issues. Petitioner further argues that the University has failed to correctly follow its own Bylaws and that he was not provided adequate notice of the administrative hearing. In denying his motion for a temporary injunction, the circuit court ruled that Petitioner failed to demonstrate irreparable harm because "[b]reach of contract and adverse employment impacts do not rise to the level [of]

[1] Kamineni is no longer an employee of the University.

irreparable harm as both injuries have an adequate remedy and are viewed as finite and reparable." February 25, 2026, Order. For purposes of this emergency motion, this Court agrees.

A party seeking emergency relief under RAP 20(D) must show that he will suffer irreparable injury before his motion for interlocutory relief may be heard by a three-Judge panel. The injury must be something of a "ruinous nature." *Robertson v. Burdette*, 397 S.W.3d 886 (Ky. 2013). Petitioner has failed to meet this onerous burden.

In *Norsworthy v. Kentucky Bd. of Medical Licensure*, 330 S.W.3d 58 (Ky. 2009), the Kentucky Medical Board initiated a disciplinary action against a doctor accused of sexual harassment. The agency's hearing officer had recommended license revocation, but the licensing board limited the doctor's practice to only male patients. The circuit court granted the doctor's request for a temporary injunction, finding that limiting the doctor's practice to male patients only would equate to an irreparable injury because the doctor's practice consisted of mainly female patients. The court further ruled that the restriction limited the doctor's ability to earn money, his ability to acquire new patients, as well as his ability to retain old patients.

Before the Kentucky Supreme Court, the doctor argued he would be irreparably harmed absent a temporary injunction because the licensing agency's

restriction would take away 70% of his clients and he would not be able to pay the salaries of his staff or costs of business. The Kentucky Supreme Court explicitly rejected this argument and ruled that "mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough." *Id.* at 62 (quoting *Sampson v. Murray*, 415 U.S. at 61, 90, 94 S.Ct. 937, 39 L.Ed.2d 166 (1974)). The Court then noted that the doctor's claim that he would lose 70% of his business was lacking and without proof. The Court held that "[a]n injunction will not be granted on the ground merely of an anticipated danger or an apprehension of it, but there must be a reasonable probability that injury will be done if no injunction is granted." *Id.* at 63 (quoting *Hamlin v. Durham*, 235 Ky. 842, 32 S.W.2d 413, 414 (1930)).

Sub judice, Petitioner's claim of irreparable harm is not imminent and is somewhat speculative. He asserts that any derogatory action by the Executive Committee will harm his reputation and ability to practice medicine in the future. However, any such consequences will occur, if ever, only *after* the administrative hearing, and only *if* the Executive Committee decides against Petitioner on the allegations set forth in the Notice of Proposed Action.

The University, in its December 30, 2025, letter to Petitioner, made clear that he is entitled to the complete administrative process provided under Article 9 of the UK HealthCare Medical Staff Bylaws. The letter confirmed that

Petitioner has the following rights under the Bylaws: to appear with counsel of his own choosing; to call and examine witnesses; to cross-examine witnesses; and to rebut any evidence. The letter additionally proffered the University's witness list; the name of the Presiding Officer; and the names of each member appointed to serve on the hearing panel. Also significant is that the University has asserted, and Petitioner has not refuted, that it was *Petitioner* who "requested a Fair Hearing to review the Medical Staff Executive Committee's Notice of Proposed Action to revoke [his] clinical privileges." Under these facts and circumstances, we perceive no *imminent and irreparable* harm in Petitioner's being required to complete the administrative process through the University of Kentucky as set forth in the Bylaws, even if it is later determined that the University breached the Settlement Agreement. Whether Petitioner has met the standard for an order granting interlocutory relief under *Maupin v. Stansbury*, 575 S.W.2d 695 (Ky. App. 1978), is a different matter and must be determined by a three-Judge panel of this Court.

WHEREFORE, having reviewed the record, and being otherwise sufficiently advised; it is ORDERED that the motion for emergency relief shall be, and is hereby, DENIED. The motion for interlocutory relief shall come before a three-Judge panel of this Court following the response time provided in RAP 20.

This Order shall not be reconsidered. RAP 20. The Clerk of Court SHALL EMAIL a copy of this Order to counsel of record forthwith in addition to conventional service.

ENTERED: 03/25/2026

HON. JACQUELINE M. CALDWELL
JUDGE, COURT OF APPEALS