

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

KOLTON GLEN KROTTINGER

Plaintiff,

v.

CITY OF GRANBURY, TEXAS

Defendant.

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Civil Action No. 4:26-CV-01369-O

ORDER

Before the Court is Plaintiff’s Emergency Motion for Temporary Restraining Order and Preliminary Injunction, and Brief in Support (ECF No. 5), filed on October 28, 2026. Having reviewed Plaintiff’s Motion (ECF No. 5) and Parties’ representations at a hearing before this Court on October 29, 2026, the Court finds that Plaintiff will suffer irreparable harm without injunctive relief from the Court. For the reasons stated below, Plaintiff’s Emergency Motion for Temporary Restraining Order (ECF No. 5) is hereby **GRANTED**.

I. BACKGROUND¹

Plaintiff Kolton Glen Krottinger (“Plaintiff”) resides in Hood County, Texas, and takes an interest in local politics. As election season neared, Plaintiff sought to place signs in Granbury, Texas, to express his views about City Council member Gary Overdier and the political controversies surrounding data centers. To do so, Plaintiff entered into an oral and written lease² with Jarred Hopson to place five signs and a banner on Mr. Hopson’s private property during election season from October 19, 2026, to November 4, 2026. The signs read: “OVERDIER WAS

¹ Unless otherwise cited, the Court’s recitation of the facts is taken from Plaintiff’s Verified Complaint. *See* Pl.’s Compl., ECF No. 1.

² Pl.’s App. in Sup. Mot. TRO Ex. P-9 (Lease between Hopson and Plaintiff), App. 035–039, ECF No. 6.

RECALLED,” “FOR SUPPORTING DATA CENTER,” “HES SUING THE CITY TO STOP RECALL,” “OVERDIER IS WRONG FOR GRANBURY,” and “VOTE HIM OUT!” The banner displayed an anti-data center message reading: “Will you sacrifice the children’s health?” These signs express Plaintiff’s political priorities and his concern about the health effects of proposed data centers.

On the first day of early voting, October 19, 2026, Plaintiff’s signs and banner stood alongside other political candidates’ signs on Mr. Hopson’s private property. Later that day, the City of Granbury (“the City”) removed Plaintiff’s signs and banner, while all other political signs on that lot remained. Mark Lowery, county judge-elect, collected the signs from the City and paid a \$50.00 fine for Plaintiff’s signs because Mr. Lowery was “in control” of the signs by putting them up and taking them down on the property.³ The receipt from the City, issued by City official Eric Swaim, read “Sign Placement Violation.”⁴ Mr. Lowery asked the City to explain why the signs had been removed and the city official first stated the signs were in violation of Zoning Ordinance § 7.2F, prohibiting “Snipe Signs.” When asked to define snipe signs, the City official could not and then changed course, stating that the signs were improperly placed on an easement.

The next day, Plaintiff affixed stickers and notices on his signs to comply with the Texas Election Code § 259.001(a) “NOTICE: IT IS A VIOLATION OF STATE LAW (CHAPTERS 392 AND 393, TRANSPORTATION CODE), TO PLACE THIS SIGN IN THE RIGHT-OF-WAY OF A HIGHWAY.”⁵ Plaintiff further ensured that his signs were behind any easement that might result in an improper placement of his signs and banner.

³ Pl.’s App. in Sup. Mot. TRO Lowery Decl., App. 011–013, ECF No. 6.

⁴ Pl.’s App. in Sup. Mot. TRO Ex. P-5 (City of Granbury Receipt), App. 023–024, ECF No. 6.

⁵ Pl.’s App. in Sup. Mot. TRO Krottinger Decl. ¶ 7, App. 004–010, ECF No. 6.

Although Plaintiff complied with the City’s requirements and the Texas Election Code, the City issued six citations via mail to Mr. Hopson, the landowner, for Plaintiff’s signs on October 21, 2026. Five of the citations related to the signs as being a violation of the “Prohibited Snipe Sign” Zoning Ordinance and the Texas Election Code § 259.001.⁶ The sixth citation, for the banner, cited the banner as a violation of Zoning Ordinance § 7.4 Unpermitted Banner – Permit Required for Banner Signs.⁷ City official Mr. Swaim asked Mr. Hopson to reveal the owner of the signs so that the citations could be addressed to him. Mr. Hopson refused to do so. Citations continue to be issued to Mr. Hopson to date because of Plaintiff’s signs.

Plaintiff’s signs and banner remain on Mr. Hopson’s land, but Plaintiff fears future citations or removal of his signs by the City. Plaintiff filed a Complaint in this Court for declaratory and injunctive relief and nominal damages under 42 U.S.C. 1983 on October 28, 2026. Then, Plaintiff filed an Emergency Motion for Temporary Restraining Order and Preliminary Injunction, on October 28, 2026. The Court held a hearing on October 29, 2026, to consider Plaintiff’s Motion. Counsel for both Parties attended the hearing.

II. LEGAL STANDARD

The decision to grant or deny injunctive relief is committed to a district court’s discretion. *Miss. Power & Light Co. v. United Gas Pipe Line Co.*, 760 F.2d 618, 621 (5th Cir. 1985). The purpose of a Temporary Restraining Order is “to preserve the status quo until there is an opportunity to hold a hearing.” 11A CHARLES ALAN WRIGHT, ET AL., FEDERAL PRACTICE AND PROCEDURE § 2951 (3d ed. West 2005). “A TRO is simply a highly accelerated and temporary form of preliminary injunctive relief, which requires that the party seeking such relief establish the

⁶ Pl.’s App. in Sup. Mot. TRO Ex. P-7 (City Citations), App. 025–031, ECF No. 6.

⁷ *Id.* at 031.

same four elements for obtaining a preliminary injunction.” *Greer’s Ranch Café v. Guzman*, 540 F. Supp. 3d 638, 644–45 (N.D. Tex. 2021) (citation modified).

A court may issue a Temporary Restraining Order if the movant demonstrates: (1) a substantial likelihood of success on the merits; (2) a substantial threat of irreparable harm; (3) that the balance of hardships weighs in its favor; and (4) that the issuance of the preliminary injunction will not disserve the public interest. *Daniels Health Servs., L.L.C. v. Vascular Health Scis., L.L.C.*, 710 F.3d 579, 582 (5th Cir. 2013). As the movant, it is the party seeking relief who bears the burden of proving all four elements of the requested injunctive relief. *Nichols v. Alcatel USA, Inc.*, 532 F.3d 364, 372 (5th Cir. 2008).

III. ANALYSIS

Plaintiff requests that this Court issue a TRO enjoining the City of Granbury, Texas, its officers, agents, servants, employees, and attorneys from removing, confiscating, relocating, or disposing of, or charging any fee to return Plaintiff’s five signs and his banner. Additionally, Plaintiff asks this Court to enjoin the City from issuing or mailing any citation, complaint, notice of violation, or fee to Plaintiff on account of any such sign or banner under Granbury Zoning Ordinance §§ 7.2F(6) (“Snipe Signs”), 7.2F(7), 7.3.4, or 7.4, or under Texas Election § 259.001.

A. Likelihood of Success on the Merits

First, Plaintiff must demonstrate a substantial likelihood of success on the merits for a TRO to be granted. “To show a likelihood of success, the plaintiff must present a prima facie case, but need not prove that he is entitled to summary judgment.” *Daniels Health*, 710 F.3d at 582. Plaintiff’s claim seeks to enjoin the City from confiscating or taking down his signs and banner and from issuing further citations. These claims are brought under 42 U.S.C. § 1983, allowing an

individual to sue state or local officials who, acting under color of state law, violate constitutional rights.⁸ *Nieves v. Bartlett*, 587 U.S. 391, 396 (2019).

Here, Plaintiff demonstrates that the Defendant's application of the Zoning Ordinance violated his constitutional rights under the First and the Fourteenth Amendments. During the hearing, Defendant argued that Plaintiff lacks standing to bring this suit because Plaintiff did not pay the \$50.00 after the City confiscated his signs and banner, and that the citations were not issued to Plaintiff, but to Mr. Hopson. But Plaintiff's injury stems from the mere fact that the signs and banner belong to him. There is no question that the City's enforcement meant to target the owner of the signs and banner. Therefore, Plaintiff possesses standing to pursue this action.

Even if a court determines that a City's ordinance is facially content neutral, the First Amendment inquiry is not over. *City of Austin v. Reagan Nat'l Advert. of Austin, LLC*, 596 U.S. 61, 76 (2022) "If there is evidence that an impermissible purpose or justification underpins a facially content-neutral restriction, for instance, that restriction may be content based." *Id.* at 76. Here, an impermissible *use* of the facially content-neutral Ordinance occurred. The enforcement of the City's Code and Ordinances likely violates the First Amendment. Plaintiff's five signs and banner are political signs under the definition of Texas Election Code § 259.003 because they display a political message and are placed on private property. Plaintiff's political messages, as outlined above, relate to a City councilman and the political controversies surrounding data centers, and were placed on private property.

1. Snipe Signs: Zoning Ordinance § 7.2F Prohibited Signs

⁸ The Court determined that the *Heck* bar on § 1983 suits does not apply here because although Plaintiff's suit may challenge the validity of the City's citations and enforcement, it is for prospective relief. *See generally Olivier v. City of Brandon, Mississippi*, 607 U.S. 552 (2026).

Plaintiff points out that the five citations issued for the five signs were for violations of Zoning Ordinance §7.2F “Snipe Signs.” However, snipe sign is “[a] sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences, or other objects, and the advertising matter appearing thereon is not applicable to the use of the premises upon which such sign is located.” Zoning Ord. § 12.3.C. Although facially neutral, its enforcement was anything but. Plaintiff’s signs do not fall under this category because they are political signs, and not advertising material. Additionally, they were placed on private property and not affixed to any of the places under the “Snipe Sign” Ordinance. Therefore, Defendant likely violated Plaintiff’s First Amendment freedoms through a viewpoint-based application of a facially neutral law.

2. Unpermitted Banner: Permit Required § 7.4

Next, the City’s citation for Plaintiff’s banner also likely violates Plaintiff’s First Amendment freedoms because this banner is a political sign under the Texas Election Code definition. The banner displays a political message, since the controversy surrounding the data center is at the center of many election issues in Granbury, Texas, today. Under Granbury’s Code for Sign Permit Fees, § 1.50.227, “political campaign signs during appropriate seasons are exempt” from permits and permit fees. Accordingly, Plaintiff has demonstrated that the application of the City’s Code and Ordinance violates his First Amendment freedoms.

B. Irreparable Harm

Second, to be entitled to a TRO, Plaintiff must demonstrate that he will suffer an irreparable injury. “In general, a harm is irreparable where there is no adequate remedy at law, such as monetary damages.” *Janvey v. Alguire*, 647 F.3d 585, 600 (5th Cir. 2011) (citations omitted). “The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes

irreparable injury.” *Elrod v. Burns*, 427 U.S. 347, 373 (1976) (plurality opinion); *Opulent Life Church v. City of Holly Springs*, 697 F.3d 279, 295 (5th Cir. 2012) (quoting *Elrod*).

The City’s enforcement already suppressed Plaintiff’s political speech and continues to chill his speech. After the City took the signs and banner, the City continued to issue citations, for which the penalty could be up to \$2,000 a day per citation. Plaintiff fears that the City will take his signs again and that further citations will be issued to him. Because of this fear, Plaintiff has chosen to display a few signs at a time and to keep some signs in his truck, rather than display them on the private property he leased.⁹

Aside from a potential infringement on Plaintiff’s First Amendment freedoms, Plaintiff points out that the harm is time-bound.¹⁰ The Court agrees. Because political signs relating to an election have the strongest value before the election itself, Plaintiff has an incentive to keep his signs up before November 3, 2026. Because election day is less than a week away, and early voting is underway, Plaintiff will suffer irreparable harm if the City continues to issue citations for his signs. Given the nature of Plaintiff’s injury, this factor weighs in favor of Plaintiff.

C. Balance of Hardships

Third, the Court considers the balance of hardships, which favors Plaintiff. In the third factor for a TRO “courts must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008) (internal quotation marks and citation omitted). Plaintiff has demonstrated an infringement of his First Amendment freedoms, while defendant faces no cognizable harm. As discussed above, Plaintiff’s signs and banner comply with the City’s Zoning Ordinance and Texas Election Code. So, the balance of hardships significantly favors Plaintiff.

⁹ Pl.’s Mot. TRO 25, ECF No. 5.

¹⁰ *Id.*

D. Public Interest

The fourth and final factor, the public interest, favors Plaintiff. “[I]njunctions protecting First Amendment freedoms are always in the public interest.” *Opulent Life*, 697 F.3d at 298. Here, Plaintiff points out this TRO would only enjoin City officials from enforcing a content-neutral ordinance in viewpoint-based discriminatory manner against his five signs and one banner. This TRO would not stop the City from enforcing the Ordinance and Election Code neutrally. The Court agrees. Finding nothing in the record that the public interest will be impaired, this factor also favors Plaintiff.

IV. SCOPE OF RELIEF

Having determined that Plaintiff carries its burden of showing that a temporary equitable remedy is warranted, the Court must next decide how to provide relief. When granting an injunction, the Court is obligated to state “specifically” and “in reasonable detail . . . the act or acts restrained or required” under the injunction. FED. R. CIV. P. 65(d)(1)(b)–(c). Accordingly, the Court temporarily **RESTRAINS** the City of Granbury, Texas, its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise from: **(1)** removing, confiscating, relocating, or disposing of, or charging any fee to return, the five signs reading “OVERDIER WAS RECALLED,” “FOR SUPPORTING DATA CENTER,” “HES SUING THE CITY TO STOP RECALL,” “OVERDIER IS WRONG FOR GRANBURY,” and “VOTE HIM OUT!,” and the banner reading “Will you sacrifice the children’s health?” (and replacement copies of the same messages no larger than those signs), displayed by Plaintiff Kolton Glen Krottinger on private property at 1506 W. Pearl Street, Granbury, Texas 76048 (Hood CAD Account R000037500), outside any public right-of-way or public easement. If the City contends that any such sign stands within a public right-of-way or public easement, it shall, before removing the

sign, identify to Plaintiff's counsel in writing the recorded instrument, plat, or survey on which it relies; or **(2)** issuing or mailing any citation, complaint, notice of violation, or fee to Plaintiff on account of any such sign or the banner under Granbury Zoning Ordinance §§ 7.2.F(6) ("Snipe Signs"), 7.2.F(7), 7.3.4, or 7.4, or under Texas Election Code § 259.001. Nothing in this Order enjoins, stays, or otherwise affects any proceeding pending in the Municipal Court of the City of Granbury, including any case against Jarred Hopson or Suited Jacks.

This relief should alleviate Plaintiff's injury without unnecessarily burdening Defendant. Crucially, this temporary relief only remains in effect for fourteen days—until 11:59 PM on November 12, 2026. *See* FED. R. CIV. P. 65(b)(2).

V. BOND

Federal Rule of Civil Procedure 65(c) provides that "[t]he court may issue . . . a temporary restraining order only if the movant gives security in an amount that the Court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." FED. R. CIV. P. 65(c). The amount of security required "is a matter for the discretion of the trial court," and the Fifth Circuit has held district courts have discretion to "require no security at all." *Kaepa, Inc. v. Achilles Corp.*, 76 F.3d 624, 628 (5th Cir. 1996) (citing *Corrigan Dispatch Co. v. Casa Guzman*, 569 F.2d 300, 303 (5th Cir. 1978)). Plaintiff **SHALL** pay \$100 as a surety bond or deposit \$100 with the Clerk of Court within 14 days of the date of this Order.

VI. CONCLUSION

Because Plaintiff carries its burden on the relevant factors, the Court **GRANTS** Plaintiff's Motion for TRO. ECF No. 5. This TRO is a preliminary determination designed to maintain the status quo until such time that a full examination on the merits is possible. To that end, the Court sets this matter for hearing on **November 9, 2026, at 9:00 A.M.** in Courtroom 501, **501 West 10th**

Street, Fort Worth, Texas. At such time, the Court will determine whether this TRO should continue during the life of this lawsuit. Plaintiff is **ORDERED** to provide this Order to Defendant.

SO ORDERED this **29th day of October, 2026.**


Reed O'Connor
CHIEF UNITED STATES DISTRICT JUDGE