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

KOLTON GLEN KROTTINGER,	§	
	§	
Plaintiff,	§	
	§	Civil Action No. 4:26-cv-_____
v.	§	
	§	
CITY OF GRANBURY, TEXAS,	§	
	§	
Defendant.	§	

PLAINTIFF'S VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND NOMINAL DAMAGES (42 U.S.C. § 1983)

Plaintiff Kolton Glen Krottinger files this Verified Complaint against Defendant City of Granbury, Texas, and alleges:

I. INTRODUCTION

1. This case is about five small yard signs and a banner criticizing a sitting Granbury City Council member and a proposed data center, displayed on private land with the owner's consent during early voting for the November 3, 2026 election. The signs read: "OVERDIER WAS RECALLED," "FOR SUPPORTING DATA CENTER," "HES SUING THE CITY TO STOP RECALL," "OVERDIER IS WRONG FOR GRANBURY," and "VOTE HIM OUT!"

2. On the first day of early voting, the City took those five signs and left the candidate campaign signs standing. The next day it charged $50 to return them. When the signs went back up, a City official issued six citations, four of them dated October 21, 2026, all to the landowner and none to Plaintiff, and, on information

and belief, told the landowner that if he would say who the signs belonged to, the City would write the citations to that person instead. The citations call the signs "snipe signs," a term the official could not define, and invoke a state election-code provision that does not regulate where a sign stands.

3. Plaintiff does not challenge the City's sign ordinance on its face. He challenges how the City has enforced it. The City has applied its sign ordinance only to speech critical of a council member and of a data center, while removing and citing none of the candidate signs on the same frontage, including signs for Greg Abbott, Ken Paxton, and Janet Logsdon. That is as-applied content-, speaker-, and viewpoint-based discrimination and selective enforcement aimed at political speech on private property, the core of what the First Amendment protects. Plaintiff, who now leases the lot, has taken ownership of the signs, displays them as his own speech, and has no proceeding pending against him, seeks prospective relief: a temporary restraining order, a preliminary and permanent injunction, and a declaratory judgment. He also seeks nominal damages for the City's removal of his signs and for the chilling of his own speech since October 26, 2026, when he first saw the City's citations, and fees under 42 U.S.C. § 1988.

II. PARTIES

4. Plaintiff Kolton Glen Krottinger is an individual residing in Hood County, Texas. Since October 21, 2026, he has leased the lot at 1506 W. Pearl Street, Granbury, Texas 76048 from its owner of record, and he has displayed political signs there with the owner's consent. Plaintiff is not an officer, employee,

member, manager, or agent of Suited Jacks, and he does not act on its behalf or at Mr. Hopson's direction. His only relationship with Suited Jacks is as its tenant.

5. Defendant City of Granbury, Texas is a home-rule municipality in Hood County, Texas. It may be served through its Mayor or its City Secretary, Carla Walker, as authorized by Fed. R. Civ. P. 4(j)(2) and Texas law. The City acts through its Chief Building Official, who enforces the sign provisions of the City's Zoning Ordinance. Zoning Ord. § 7.2.A.1.

III. JURISDICTION AND VENUE

6. This action arises under the First and Fourteenth Amendments and 42 U.S.C. § 1983. The Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343(a)(3), and authority to grant declaratory relief under 28 U.S.C. §§ 2201 and 2202 and injunctive relief under Fed. R. Civ. P. 65.

7. Venue is proper in the Northern District of Texas under 28 U.S.C. § 1391(b)(1) and (2) because the City is located here and the events giving rise to the claims occurred here. Hood County lies in the Fort Worth Division. 28 U.S.C. § 124(a)(2).

IV. FACTS

A. The property and the signs

8. The lot at 1506 W. Pearl Street is a corner lot across Deputy Larry Miller Drive from Hood County Annex 1, 1410 W. Pearl Street. Hood Central Appraisal District lists the owner of record as "Suited Jacks Inc." (Account R000037500). (Ex. P-15.)

9. The signs at issue face Deputy Larry Miller Drive, roughly 30 yards off Pearl Street, not Pearl Street itself.

10. Hood County Annex 1 is an early-voting location for the November 3, 2026 election. Early voting began Monday, October 19, 2026.

11. Five of the signs carry these messages, which refer to City Council Member Gary "Skip" Overdier, who holds Place 4 and is on the November 3, 2026 ballot against Janet Logsdon: "OVERDIER WAS RECALLED"; "FOR SUPPORTING DATA CENTER"; "HES SUING THE CITY TO STOP RECALL"; "OVERDIER IS WRONG FOR GRANBURY"; and "VOTE HIM OUT!" Photographs show two sets of these signs: rectangular white boards with black block lettering, and black corrugated boards with hand-painted white lettering. The signs stand on wire stakes in the grass. Exhibits P-1, P-2, and P-3 are photographs of Plaintiff's signs on the lot frontage. Plaintiff has seen the signs on the lot, and each photograph fairly and accurately shows the signs as they appeared there. (Exs. P-1 to P-3.)

12. A sixth item is a banner reading "Will you sacrifice the children's health?" It expresses Plaintiff's concern about the health effects of a proposed data center. The banner has been displayed in the same area.

13. On Tuesday, October 20, 2026, immediately after Mark Lowery returned the signs, Plaintiff personally applied notice stickers to both sides of the signs. Each sticker reads: "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." (Krottinger Decl. ¶ 7.) That is the notice prescribed by Tex. Elec. Code § 259.001(a).

14. To Plaintiff's knowledge, each sign is smaller than 36 square feet in area and shorter than 8 feet in height. He has not measured the signs. The signs and the banner are not illuminated and have no moving elements. They are not available for rent, and they do not carry commercial advertising. (Krottinger Decl. ¶¶ 8, 19.)

15. Signs that were not Plaintiff's also stood on the same frontage at the same time, including campaign signs for Logsdon, Paxton, and Abbott, among others. (Ex. P-1; Krottinger Decl. ¶¶ 10, 21; see Lowery Decl. ¶ 6.) The only signs missing from that frontage were Plaintiff's, and every one of them criticized a single person, Granbury City Council Member Gary "Skip" Overdier: two name him, and the other three refer to him. (Krottinger Decl. ¶¶ 5, 21; see ¶ 11.) Plaintiff saw the candidate signs still standing where they had been, including signs in the area he understood to be the claimed easement. A photograph of the frontage, whose image data shows it was taken at 12:52 p.m. on October 19, 2026, shows a Logsdon sign in line with, and at least as close to the curb as, the five signs. (Ex. P-1; see ¶ 11.)

B. The City removes only these signs

16. On information and belief, on Monday, October 19, 2026, between about 4:05 and 4:25 p.m., City code-enforcement personnel removed the five signs. They left the candidate campaign signs around them in place. Plaintiff went to the lot and saw that the signs were gone. (Krottinger Decl. ¶¶ 10-11; Lowery Decl. ¶ 3;

Ex. P-5.) Public-records video obtained by Plaintiff shows a person loading the signs into a truck marked "code enforcement." (Krottinger Decl. ¶ 11.)

17. On Tuesday, October 20, 2026, Mark Lowery went to the City of Granbury and retrieved the signs. The City required a cash payment of $50.00, receipted as "MISC-26-2 - Sign Placement Violation" and "Illegally Placed Sign," Receipt #9050. (Ex. P-5; Lowery Decl. ¶ 3.) The City's fee schedule sets a $50.00 "[f]ee for return of illegally placed sign" for a first offense and states: "Political campaign signs during appropriate seasons are exempt." Granbury Code § 1.50.227(c).

18. During that exchange, Eric Swaim of the City called the signs "snipe signs" and also referred to them as political signs, and his explanation kept changing. (Lowery Decl. ¶ 4.)

19. Mr. Swaim and two City staff members then walked the frontage with Mr. Lowery and picked a line where they believed the easement might be. Mr. Swaim was not certain where the easement was. Mr. Lowery's wife photographed them walking the yard. (Lowery Decl. ¶ 5.)

20. Mr. Lowery and Plaintiff then moved all of the signs on that stretch of frontage, including the five signs and the candidates' signs, to the private-property side of the line the City staff had picked. (Lowery Decl. ¶ 6; Krottinger Decl. ¶ 9.)

21. Mr. Swaim could not define a "snipe sign" and was not certain where the easement was. While at the site, the participants searched online for the definition of "snipe sign." (Lowery Decl. ¶¶ 5, 7.)

C. The City cites the landowner, and offers to cite the sign owner instead

22. On information and belief, on October 20, 2026, at about 4:30 p.m., Mr. Swaim told Jarred Hopson by telephone that if Mr. Hopson would tell him who the signs belonged to, the City would write the citations to that person instead of Mr. Hopson. (Hopson Decl. ¶ 5.) Mr. Lowery told Mr. Swaim that he was in control of the signs. (Lowery Decl. ¶ 8.)

23. On or about October 21, 2026, Mr. Swaim (badge or ID No. 3796) issued six Granbury Police Department citations, Nos. 100642 through 100647, to "Hopson, Jarred Landon," each marked "Mailed" in the signature box, four of them (Nos. 100642, 100643, 100644, and 100647) dated 10-21-26 at about 12:00 p.m. and two (Nos. 100645 and 100646) with the date left blank, and each giving the location as "1500 W. Pearl." (Exs. P-7.1 to P-7.6; Hopson Decl. ¶ 4.) Each directs an appearance before Municipal Judge Hines, 116 W. Bridge Street, on or before November 4, 2026 at 5:00 p.m. No citation has been issued to Plaintiff. Plaintiff saw the citations on October 26, 2026.

24. Citations 100642 through 100646 charge "7.2F Prohibited Signs #6 Snipe Sign" and "Election Code Sec. 259.001." Citation 100647 charges "7.4 Unpermitted Banner - Permit req'd for banner signs." None of them charges a violation of Tex. Elec. Code § 61.003 or § 85.036.

25. The signs were at 1506 W. Pearl Street, not 1500 W. Pearl Street. (Krottinger Decl. ¶ 2; Ex. P-8.)

26. Since then Mr. Hopson has received additional City citations, on October 26, 2026. (Hopson Decl. ¶ 4.)

27. On information and belief, when Mr. Hopson asked Mr. Swaim by telephone how much the citations would be, Mr. Swaim said that was up to the judge. A woman named Margie at the City's ticketing office told Mr. Hopson that he had two options, to plead no contest or to set a court date, but that he could not talk to the judge to discuss anything. (Hopson Decl. ¶ 6.) The Zoning Ordinance authorizes a fine of up to $2,000 per offense and provides that "[e]ach day that a violation is permitted to exist shall constitute a separate offense." Zoning Ord. § 1.9.B.

28. On information and belief, the City has not cited, removed, or charged a fee for any of the candidate signs on the same frontage, which stood in the same area and in the same manner as Plaintiff's signs, some of them closer to the drive than Plaintiff's. Plaintiff has never seen the City remove or cite a candidate sign on that frontage. On information and belief, the only items cited are the five signs criticizing Council Member Overdier and the anti-data-center banner. Signs for other candidates, including Logsdon, Patrick, and Williams, stand in the same strip of grass along the drive as Plaintiff's signs, and some of them stand closer to the drive than Plaintiff's. (Krottinger Decl. ¶ 22.) On October 20, Plaintiff's signs stood farther from the drive than uncited candidate signs. (Ex. P-17; Krottinger Decl. ¶ 18.) Plaintiff saw the neighboring candidate signs left standing, and he is not aware of any citation to, or removal of, those signs. (Krottinger Decl. ¶ 23.)

D. The ordinance

29. Zoning Ordinance § 7.2.F provides: "The following signs are prohibited: . . . . 6. Snipe Signs; 7. All signs or other forms of advertising in or over public street rights-of-way, public easements, alleys or upon any utility pole, except those signs that are exempt pursuant to Section 7.2.E, Exempt Signs[.]"

30. Section 12.3.C defines "Snipe Sign" as: "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."

31. Section 12.3.C defines "Political Sign" as "[a]s defined in the Texas Election Code, as amended, title 15, chapter 259, subsection 259.001(e)." The City's Table of Temporary Signs (Zoning Ord. § 7.5.A) lists "Political" signs as requiring no permit ("No"), allowed in "ALL" districts, with this entry: "Pursuant to Texas Election Code, title 15, chapter 259, subsection 259.003." That section of the Election Code provides that a municipal ordinance that regulates signs "may not, for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner: (1) prohibit the sign from being placed; (2) require a permit or approval of the municipality or impose a fee for the sign to be placed; (3) restrict the size of the sign; or (4) provide for a charge for the removal of a political sign that is greater than the charge for removal of other signs regulated by ordinance." Tex. Elec. Code § 259.003(b). Its exceptions reach signs "generally available for rent or purchase to carry commercial advertising or

other messages that are not primarily political," and signs that have "an effective area greater than 36 feet," are "more than eight feet high," are "illuminated," or have "any moving elements." Id. § 259.003(c), (d). Plaintiff's signs fall within none of those exceptions, and the banner is not illuminated, has no moving elements, is not available for rent, and carries no commercial advertising. (See ¶ 14.) Section 259.003(a) provides that "private real property" does not include "real property subject to an easement or other encumbrance that allows a municipality to use the property for a public purpose." Id. § 259.003(a). As alleged in ¶ 35, the City has not identified any recorded easement, plat, or survey covering the places where Plaintiff's signs have stood since October 20, 2026, which lie on the private-property side of the lines City personnel themselves identified. (See ¶¶ 19-20.)

32. Section 7.2.E exempts from "all requirements of this Article" certain favored displays, including "U.S., Texas or Patriotic Flags," "[s]easonal decorations," and community directional signs erected under an agreement with the City Council.

33. Section 7.2.A.2 provides that "the Chief Building Official shall notify by certified mail an owner of a sign which violates provisions of this ordinance," and § 7.2.G provides: "If in the opinion of the CBO, any sign that is determined to be in violation of this ordinance shall be subject to the following[.]" Section 7.3.4 provides that "no sign may be erected or placed in any public right-of-way, alley, or easement or upon any utility pole," and that "[t]he Chief Building Official without notice may remove any signs so erected or placed in accordance with Section 7.2.G(2)."

34. Section 7.4 provides that "[n]o sign shall hereinafter be erected ... until a permit for same has been issued by the Chief Building Official," and lets the official require additional information "where, in his opinion, such information is necessary," with review "by ... officials of other City departments as deemed necessary by the Chief Building Official."

35. The ordinance defines "Advertising Matter" only as "[t]he placement on, anchoring of or suspension from any building, pole sign, sidewalk, parkway, driveway, lawn, area or parking area of any goods, wares, merchandise or other advertising object which is, but not limited to, light, inflatable objects, pennants, or flags for the purpose of calling attention to." Zoning Ord. § 12.3.C. That definition describes goods and objects, not a sign's message, and the ordinance does not explain how a noncommercial political message can be "advertising matter" or can be "applicable" or "not applicable" to "the use of the premises." Plaintiff's signs are not "advertising matter" as the City defines it. The ordinance also does not define "other objects." It provides no standard for locating a "public easement," and the City has not identified any recorded easement, plat, or survey covering the places where Plaintiff's signs stood after October 20.

E. Plaintiff's speech and the threat of enforcement

36. Plaintiff has displayed the signs with the owner's consent: first under verbal permission that Mr. Hopson gave him in person, on or about October 20, 2026, and since October 21, 2026 under a written lease of the lot at 1506 W. Pearl Street that runs through November 4, 2026. (Ex. P-8; Krottinger Decl. ¶¶ 2-3;

Hopson Decl. ¶¶ 2-3.) The lease is dated "as of October 19, 2026." Plaintiff signed it in Hood County on October 21, 2026, and the signature lines for both parties are dated October 21, 2026. The lease misspells Plaintiff's surname as "Knottinger."

37. Plaintiff obtained the signs and chose to display them on the property he leases. The signs are in Plaintiff's possession and control. Plaintiff has taken ownership of the signs and their messages, agrees with every message, and displays them as his own speech. He expresses the same messages on his own social media.

38. Since October 20, Plaintiff has personally put signs out and taken signs in on most days. The signs he displays have varied, and on some nights he has left some signs out. Mr. Lowery has also set the signs out and taken them in.

39. On October 26, 2026, Plaintiff displayed only two of the five signs, stacked one above the other behind his truck, and the banner. He kept the other signs in his truck because he feared the City would remove them. Since he saw the citations on October 26, 2026, fear of further removal has affected how Plaintiff displays the signs. He has kept some in his truck instead of putting them all out. When he is there to watch them, he sometimes displays all of them; when he is only stopping by, he displays fewer, because he fears the City will take them again. (Krottinger Decl. ¶¶ 12-13.)

40. Plaintiff intends to display the signs and the banner on the private-property portion of 1506 W. Pearl Street every day through Election Day, November 3, 2026. He plans to remove the signs and his vehicle from the lot on November 4, 2026, when the lease ends. Plaintiff intends to display political signs on private

property in Granbury, with the owner's or tenant's permission, in future elections, and reasonably expects the City to enforce its sign rules against him the same way. (Krottinger Decl. ¶ 15.)

41. The City removed these signs once, charged a fee to return them, and has cited the landowner for them, and, on information and belief, it has said it would write the citations to the person the signs belonged to. Plaintiff now displays the signs as his own speech. He believes the City has violated his First Amendment rights, and he has a continuing fear that the City will again remove his signs or otherwise interfere with his display. He faces the prospect of citations carrying fines of up to $2,000 per offense per day.

42. No citation, complaint, court paper, or other proceeding has been issued, served, or filed against Plaintiff concerning these signs, and no one has approached him about a complaint concerning him or the signs. Plaintiff is not a party to the municipal-court cases against Mr. Hopson and seeks no relief against those proceedings.

43. The City's actions were taken under color of state law by its official charged with enforcing the sign ordinance, Zoning Ord. § 7.2.A.1.

V. CLAIMS FOR RELIEF

Count I - First Amendment (42 U.S.C. § 1983): As-Applied Viewpoint Discrimination and Selective Enforcement Against Political Speech on Private Property

44. Plaintiff incorporates the preceding paragraphs.

45. Plaintiff's signs are political speech on private property, displayed with the owner's consent.

46. Whatever the facial character of the ordinance, the City has enforced it against Plaintiff's signs because of their message. On information and belief, the City removed or cited only Plaintiff's signs criticizing Council Member Overdier and his banner opposing a data center, charged a fee to return only his signs, and neither removed nor cited the similarly situated candidate signs on the same frontage, standing in the same area, some closer to the drive than Plaintiff's, and mounted the same way. The City singled out these signs because of their content, their speaker, and their viewpoint, and its enforcement against them is content based in purpose and application. On information and belief, the City enforced the rule only against Plaintiff's signs criticizing an official, not against the neighboring candidate signs in the same strip. (¶ 28; Krottinger Decl. ¶¶ 22-23.)

47. The City's enforcement is not narrowly tailored to any compelling interest. Even if it were reviewed as content neutral, it is not narrowly tailored to any significant governmental interest, because any such interest applies equally to the uncited signs beside Plaintiff's and does not reach signs standing behind the line City staff picked. Nor can the City claim any legitimate interest in what it did. State law forbids a municipal sign ordinance to prohibit the placement of, or to require a permit or impose a fee for, a sign that contains primarily a political message and stands on private real property with the owner's consent. Tex. Elec. Code § 259.003(b)(1)-(2). The City's own Table of Temporary Signs acknowledges

that rule (¶ 31), and its fee schedule exempts political campaign signs from the return fee (¶ 17). The City nonetheless removed Plaintiff's signs, charged $50.00 to return them, cited them as prohibited "snipe signs," and cited the banner for lack of a permit. Enforcement that state law withholds from the City serves no governmental interest, and the City's departure from both state law and its own rules for these signs alone is further evidence that it acted because of their message.

48. The City's enforcement was carried out by Eric Swaim under its sign ordinance, which commits enforcement to the Chief Building Official (Zoning Ord. § 7.2.A.1) and removal and permits to that official's "opinion" (§§ 7.2.G, 7.4; ¶¶ 33-34), and the City receipted its fee as a "Sign Placement Violation" (Ex. P-5). That enforcement is official City policy or custom.

49. The City's actions violate the First Amendment, as incorporated through the Fourteenth Amendment.

50. The City's removal of Plaintiff's signs and its threatened enforcement against them violated Plaintiff's First Amendment rights. That violation is complete, and Plaintiff seeks nominal damages for it.

Count II - First and Fourteenth Amendments (42 U.S.C. § 1983): Vagueness and Unbridled Discretion, As Applied

51. Plaintiff incorporates the preceding paragraphs.

52. The "snipe sign" provision (§§ 7.2.F(6), 12.3.C) reaches only "advertising matter," which the ordinance defines as goods, wares, merchandise, and advertising objects, not political messages. To the extent the City reads it to

reach Plaintiff's noncommercial political signs, it gives a person of ordinary intelligence no fair notice that it does. As applied to Plaintiff's signs, the "public easement" provision (§§ 7.2.F(7), 7.3.4) likewise lacks explicit standards for those who apply it. The City's official could not define a "snipe sign" and was not certain where the easement was; City personnel located the claimed line by estimate on October 20. (¶¶ 19, 21.)

53. Sections 7.2.G and 7.4 commit removal and permitting decisions to the "opinion" of the Chief Building Official without narrow, objective, and definite standards.

54. These provisions have been, and unless enjoined will be, used to target disfavored political speech, in violation of the First and Fourteenth Amendments.

55. The City's removal of Plaintiff's signs and its threatened enforcement under its vague sign rules violated Plaintiff's First and Fourteenth Amendment rights. That violation is complete, and Plaintiff seeks nominal damages for it.

Count III - Declaratory Judgment (28 U.S.C. §§ 2201-2202)

56. Plaintiff incorporates the preceding paragraphs.

57. An actual controversy exists, and it will continue past November 3, 2026, because Plaintiff intends to display political signs in Granbury in future elections and reasonably expects the same enforcement (¶ 40). Plaintiff seeks a declaration that the City's enforcement of Zoning Ordinance §§ 7.2.F(6) and (7), 7.2.G, 7.3.4, and 7.4 against his political signs on private property outside any public right-of-way or easement established by recorded instrument or survey

violates the First and Fourteenth Amendments, and that the "snipe sign" provision does not reach, and may not constitutionally be applied to, Plaintiff's noncommercial political signs.

VI. PRAYER FOR RELIEF

Plaintiff asks the Court to:

A. issue a temporary restraining order and a preliminary injunction, and on final judgment a permanent injunction, restraining the City and its officers, agents, employees, and those acting in concert with them who receive actual notice, from (i) removing, confiscating, relocating, or disposing of, or charging a 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 on private property at 1506 W. Pearl Street, Granbury, Texas, outside any public right-of-way or public easement, provided that if the City contends that any such sign stands within a public right-of-way or public easement, it must, before removing the sign, identify to Plaintiff's counsel in writing the recorded instrument, plat, or

survey on which it relies; and (ii) issuing or mailing citations to Plaintiff on account of those signs or the banner under Zoning Ordinance §§ 7.2.F(6), 7.2.F(7), 7.3.4, or 7.4, or under Tex. Elec. Code § 259.001; while leaving the City free to enforce its Code in a content-neutral manner against any sign that is within a visibility triangle under Zoning Ordinance § 7.3 or otherwise presents an immediate traffic-safety hazard, with written notice to Plaintiff's counsel the same day;

B. declare the rights of the parties as set out in Count III;

C. award Plaintiff nominal damages for the City's removal of his signs and for the chilling of his speech since October 26, 2026;

D. require no security under Fed. R. Civ. P. 65(c) or, at most, nominal security;

E. award costs and reasonable attorney's fees under 42 U.S.C. § 1988; and

F. grant all other relief to which Plaintiff is entitled.

Nothing in this Complaint asks the Court to enjoin, stay, or interfere with any proceeding pending in the Municipal Court of the City of Granbury, or to restrict any election officer's enforcement of Texas Election Code §§ 61.003 and 85.036.

Dated: October 28, 2026

Respectfully submitted,

GRABLE PLLC

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Counsel for Plaintiff Kolton Glen Krottinger

VERIFICATION

I, Kolton Glen Krottinger, declare under penalty of perjury under the laws of the United States of America, under 28 U.S.C. § 1746, that I have read this Verified Complaint; that the facts stated in paragraphs 4, 9, 10, 11, 12, 13, 14, 15, 20, 23, 36, 37, 38, 39, 40, 41, 42 about my own actions, observations, intentions, and concerns are true and correct of my own personal knowledge; and that the remaining facts are true and correct to the best of my knowledge, information, and belief, based on the documents and the statements of the witnesses identified in the accompanying declarations.

Executed in Hood County, Texas, on October 28, 2026.

Kolton Glen Krottinger

eSignature Details

Signer ID:	**rf31iacqYJgfemkSbrUXMgDY**
Signed by:	Kolton Krottinger
Sent to email:	Kolton@Krottinger.com
IP Address:	98.97.82.125
Signed at:	Oct 28 2026, 10:17 am CDT

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Kolton Glen Krottinger

(b) County of Residence of First Listed Plaintiff Hood County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Grable PLLC , 12451 Starcrest. Ste 206, San Antonio, TX 78216
210-963-5297

DEFENDANTS

City of Granbury, Texas

County of Residence of First Listed Defendant Hood County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ❒ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ❒ 2 U.S. Government Defendant
- ❒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	❒ 1	❒ 1	Incorporated *or* Principal Place of Business In This State	❒ 4	❒ 4
Citizen of Another State	❒ 2	❒ 2	Incorporated *and* Principal Place of Business In Another State	❒ 5	❒ 5
Citizen or Subject of a Foreign Country	❒ 3	❒ 3	Foreign Nation	❒ 6	❒ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ❒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 835 Patent - Abbreviated New Drug Application
- ❒ 840 Trademark

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 485 Telephone Consumer Protection Act
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

CIVIL RIGHTS
- ☒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

LABOR
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ❒ 2 Removed from State Court ❒ 3 Remanded from Appellate Court ❒ 4 Reinstated or Reopened ❒ 5 Transferred from Another District *(specify)* ❒ 6 Multidistrict Litigation - Transfer ❒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
42U.S.C. § 1983

Brief description of cause:
Violation of First and Fourteenth Amendment

VII. REQUESTED IN COMPLAINT:

❒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
10/28/2026

SIGNATURE OF ATTORNEY OF RECORD
/s/ Brandon J. Grable

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.