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

KOLTON GLEN KROTTINGER	§	
	§	
Plaintiff,	§	
	§	
v.	§	**Civil Action No. 4:26-CV-01369-O**
	§	
CITY OF GRANBURY, TEXAS	§	
	§	
Defendant.	§	

ORDER

Before the Court are Plaintiff's Motion for Preliminary Injunction, Brief, and Appendix in Support (ECF Nos. 5, 6, 8), filed on October 28, 2026; Defendant's Response (ECF No. 20), filed on November 6; Plaintiff's Reply and Appendix in Support (ECF Nos. 21, 22), filed on November 8, 2026; and Defendant's Supplemental Response (ECF No. 23), filed on November 8, 2026. On October 29, 2026, the Court entered a Temporary Restraining Order against the City of Granbury, Texas (the "City"). *See* ECF No. 14. Plaintiff now asks this Court for a Preliminary Injunction against the City while the litigation on the merits is resolved. Plaintiff has admitted that two of his five signs are now outside the scope of relief sought in this Preliminary Injunction. So, the Court considers the Preliminary Injunction as to only three signs and a banner.[1] Having reviewed the briefing and Parties' representations at a hearing on November 9, 2026, the Court finds that Plaintiff has not met all the necessary elements for a preliminary injunction to be entered at this

[1] The three signs that are relevant to this Preliminary Injunction are (1) "HES SUING THE CITY TO STOP RECALL," (2)"VOTE HIM OUT!", and (3) "FOR SUPPORTING DATA CENTERS," as well as the banner that reads, "Will you sacrifice the children's health?"

time. For the reasons stated below, Plaintiff's Motion for Preliminary Injunction (ECF No. 5) is hereby **DENIED**.[2]

I. LEGAL STANDARD

A preliminary injunction is an "extraordinary remedy" and will only be granted if the movant "clearly carrie[s] the burden of persuasion on all four requirements." *Bluefield Water Ass'n, Inc. v. City of Starkville, Miss.*, 577 F.3d 250, 253 (5th Cir. 2009). Issuing a preliminary injunction should be "the exception rather than the rule," *Miss. Power & Light Co.*, 760 F.2d 618, 621 (5th Cir. 1985). "The decision to grant or deny a preliminary injunction is discretionary with the district court." *Miss. Power & Light Co.*, 760 F.2d at 621. The Court will issue a preliminary injunction only if the movant establishes: (1) a substantial likelihood of success on the merits; (2) a substantial threat of irreparable harm; (3) the balance of hardships weighs in the movant's favor; and (4) the issuance of the preliminary injunction will not disserve the public interest. *Daniels Health Sci., LLC v. Vascular Health Scis., LLC*, 710 F.3d 579, 582 (5th Cir. 2013). "Failure to sufficiently establish any one of the four factors requires [the court] to deny the movant's request for a preliminary injunction." *City of Dallas v. Delta Airlines, Inc.*, 847 F.3d 279, 285 (5th Cir. 2017).

II. ANALYSIS

Here, Plaintiff requests that this Court issue a Preliminary Injunction enjoining the City of Granbury, Texas from removing, confiscating, relocating, or disposing of, or charging any fee to return Plaintiff's three 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 under

[2] The Court's recitation of the facts and background can be found in its Order Granting the Temporary Restraining Order. *See* ECF No. 14.

Granbury Zoning Ordinance §§ 7.2F(6) ("Snipe Signs"), 7.2F(7), 7.3.4, or 7.4, or under Texas Election Code § 259.001 on account of the three signs or banner.

As stated above, Plaintiff must carry its burden on all four factors for this Court to grant a Preliminary Injunction. The Court finds that Plaintiff cannot show that he will suffer irreparable harm. Therefore, Plaintiff has failed to meet the standard required for a Preliminary Injunction.

A. Irreparable Harm

To be entitled to a Preliminary Injunction, Plaintiff must demonstrate that he will suffer an irreparable injury if relief is not granted. *Daniels Health Sci., LLC*, 710 F.3d at 582. "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). While the any loss of First Amendment Freedoms amounts to an irreparable injury, a preliminary injunction "is not appropriate . . . unless the party seeking it can demonstrate that the 'First Amendment interests are either threatened or in fact being impaired at the time relief is sought.'" *Google, Inc. v. Hood*, 822 F.3d 212, 228 (5th Cir. 2026) (quoting *Nat'l Treasury Emp. Union v. United States*, 927 F.2d 1253, 1254 (D.C. Cir. 1991)). Here, Plaintiff has failed to meet his burden because he cannot show that his First Amendment interests will be threatened or are "in fact [presently] being impaired." *Id.*

Throughout the briefing of and hearing for the Temporary Restraining Order, Plaintiff emphasized that the harm was time-bound because of the upcoming election.[3] But now, the election has concluded and Plaintiff has not shown any *further imminent* irreparable harm to his speech. Although he claims that he intends to place his signs on private property, City Officials

[3] *Id.*

have stated that City policy and enforcement does not apply to signs placed on private property.[4] This suggests that Plaintiff's signs should not be affected in the future if he continues to place the signs on private land.

Plaintiff urges this Court to provide relief now because he possesses a right to speech under the First Amendment. Yet, the mere "invocation of the First Amendment cannot [be a] substitute for the presence of an imminent, non-speculative irreparable injury." *Id.* Plaintiff provided no evidence to suggest that City officials will enforce a facially neutral policy in a discriminatory manner on private property against him such that a concrete irreparable injury exists.

During the hearing held on November 9, 2026, the City Manager of the City of Granbury, Texas, Chris Coffman, and the Director of Building and Permitting / Chief Building Official for the City of Granbury, Texas, Eric Swaim, testified under oath that the City does not—and will not—enforce the City Zoning Ordinances for signs placed on private property despite any violations of City Zoning Ordinances. Further, Plaintiff testified under oath during the same hearing that he only intends to place his signs on private property, and that he does not wish to use any right-of-way or easement for his signs. Plaintiff does not facially challenge the Ordinances nor has Plaintiff provided enough evidence that reveals an imminent retaliatory enforcement of the City Ordinances against him for the signs placed on private property.

Since Plaintiff has failed to meet one of the four factors necessary for this Court to grant a preliminary injunction, the Court does not address the other three factors.

[4] If the Court has misunderstood the testimony of City officials, or if the City believes that the City officials have construed too narrowly the City's enforcement policies, the Court **ORDERS** the City to file an amended response to inform the Court of the City's enforcement of its ordinances with respect to signs placed on private property. For example, if the City intends to enforce the "snipe sign" ordinance or Texas Election Code § 259.001 on signs placed on private property, then the City must promptly inform the Court.

III. CONCLUSION

Because Plaintiff failed to meet his burden, the Court **DENIES** Plaintiff's Motion for a Preliminary Injunction (ECF No. 5) at this time.

Defendant filed a Motion to Dismiss Plaintiff's Complaint (ECF No 23). Plaintiff has 21 days from this filing to submit a response, and if Defendant chooses to reply, it shall do so no later than 14 days after Plaintiff's response.

SO ORDERED this **10th day** of **November, 2026**.

Reed O'Connor
CHIEF UNITED STATES DISTRICT JUDGE