

Franchisor's Preliminary Injunction Denied as Former Franchisee's De-Branding Defeats Trademark and Trade Secret Claims and Territorial Restriction Fails by Its Own Terms

Abstract

The United States District Court for the District of Colorado denied a franchisor's motion for preliminary injunctive relief against former franchisees who declined to renew their franchise agreement and continued operating a signage business from the same location. In *SP Franchising, LLC v. 3FM, L.L.C.*, decided August 3, 2026, the court found that the franchisor failed to demonstrate either irreparable harm or likelihood of success on the merits regarding alleged breaches of post-termination covenants, trademark infringement, and trade secret misappropriation. The decision may emphasize the stringent evidentiary burden franchisors face when seeking preliminary injunctions, particularly where franchisees have ceased using marks and systems upon termination and the alleged competitive activity falls outside the scope of contractually defined restrictions. This ruling may provide important guidance for both franchisors drafting territorial restrictions and franchisees planning post-termination business operations within the same geographic area.

Case Identification and Parties

This case, *SP Franchising, LLC v. 3FM, L.L.C.*, Civil Action No. 1:26-cv-02964-SKC-TPO, 2026 U.S. Dist. LEXIS 172395, was decided on August 3, 2026, by the United States District Court for the District of Colorado, with United States District Judge S. Kato Crews presiding. The plaintiffs were SP Franchising, LLC and SP IP, LLC, together the franchisor of SpeedPro Imaging Studios, a nationally recognized franchise system for large-format graphics, printing, and signage services operating under the federally registered SPEEDPRO mark. The defendants were 3FM,

L.L.C., the former franchisee entity that had operated a SpeedPro Imaging Studio in Omaha, Nebraska, and its principals Alan Ferguson, John Ferguson, and Karl Fick. The franchisor sought a preliminary injunction to restrain the franchisee defendants from allegedly competing in the restricted territory, continuing to use SpeedPro marks and trade secrets, and retaining client information and artwork following the expiration of their franchise agreement. The court denied the motion, holding that the franchisor failed to demonstrate irreparable harm or likelihood of success on the merits on any of its claims, and dissolved the previously issued temporary restraining order.

Factual Background

SP Franchising, LLC and SP IP, LLC served as the franchisor of SpeedPro Imaging Studios, operating a nationally recognized franchise system specializing in large-format graphics, printing, and signage services under the federally registered SPEEDPRO mark. The franchisor did not own or operate any SpeedPro franchise locations directly; instead, all SpeedPro business locations operated as independently owned and operated franchises under signed franchise agreements. Defendant 3FM, L.L.C. operated a SpeedPro Imaging Studio in Omaha, Nebraska pursuant to a Franchise Agreement executed on June 8, 2016. The agreement governed the relationship between the parties for a ten-year term scheduled to expire in June 2026.

In May 2026, the franchisee defendants provided formal notice to the franchisor of their intention not to renew the Franchise Agreement upon its expiration. Consequently, the agreement terminated by its own terms on June 8, 2026, ending the franchisee's license to operate under the SpeedPro system and marks. Upon termination, the franchisee defendants took several actions to cease their association with the SpeedPro brand. They removed all SpeedPro branding and marks

from the Omaha location, effectively de-identifying the premises as a SpeedPro franchise. The franchisor terminated the franchisee's access to SpeedPro email systems and the proprietary Corebridge system used within the franchise network. Representatives of the franchisor traveled to the Omaha location and physically retrieved SpeedPro operations manuals and other proprietary materials that had been provided to the franchisee during the term of the agreement.

The franchisee defendants also cancelled the SpeedPro trade name registration and deactivated the SpeedPro Omaha Instagram account that had been associated with their franchise operations. Additionally, they provided the franchisor with an Excel spreadsheet containing client contact information, though the parties disputed whether this constituted a complete customer list as required under the agreement. Following these de-identification steps, the franchisee defendants continued to operate a signage business from the same Omaha location, now under the name 3FM and focusing on work they characterized as "specialty construction" signage. During the franchise relationship, the franchisee defendants had performed this specialty construction work alongside their SpeedPro franchise operations, though the parties disagreed on whether such work had been performed as part of the SpeedPro system or as a separate line of business.

The franchisor introduced evidence at the evidentiary hearing demonstrating the types of large-format graphics, printing, and signage work characteristic of the SpeedPro system. However, the franchisor's CEO, Paul Brewster, testified that the franchisor possessed no evidence that the franchisee defendants had continued performing SpeedPro-type work after June 8, 2026, other than work the franchisor had specifically directed them to complete for projects already in progress at the time of termination. The parties also disputed whether the franchisee defendants had improperly retained certain client artwork rather than returning it to the franchisor or the clients themselves. The franchisor contended that the franchisee defendants had provided a customer list

containing “dummy” contact entries, while a franchisor witness testified that clients’ prior artwork could be obtained directly from the clients if necessary.

Procedural Posture and Holding

Prior to the court’s decision on the preliminary injunction motion, the franchisor obtained a temporary restraining order from the court. The court then held an evidentiary hearing on July 31, 2026, to address the franchisor’s amended motion for preliminary injunction. At that hearing, the court received testimony from two of the franchisor’s witnesses, accepted offers of proof from both parties regarding additional evidence, and heard oral arguments from counsel. The court also considered the full briefing on both the preliminary injunction motion and the franchisee defendants’ related motion to dissolve the ex parte temporary restraining order.

The court denied the franchisor’s motion for preliminary injunction and dissolved the previously issued temporary restraining order. The court concluded that the franchisor had failed to satisfy two critical elements required for preliminary injunctive relief: irreparable harm and likelihood of success on the merits. The court explicitly stated that it assumed without deciding that the injunction sought was not of the disfavored variety requiring a heightened burden, yet found the motion failed even under the ordinary standard for preliminary relief. The franchisee defendants’ motion to dissolve the temporary restraining order was rendered moot by the court’s denial of the preliminary injunction.

The Parties’ Positions

The franchisor asserted multiple grounds for preliminary injunctive relief, arguing that the franchisee defendants breached the post-termination provisions of the Franchise Agreement by

competing in the restricted area defined in that agreement. The franchisor contended that the franchisee defendants' continued operation of a signage business from the Omaha location violated territorial restrictions that prohibited competition within a seventy-five-mile radius of any SpeedPro studio. Beyond the breach of contract claim, the franchisor alleged trademark infringement based on continued unauthorized use of the SPEEDPRO marks, misappropriation of trade secrets through ongoing use of proprietary SpeedPro information and systems, and violations of the Anti-Cybersquatting Consumer Protection Act related to the speedproomaha.com domain name.

The franchisor further argued that the franchisee defendants had failed to return complete customer information as required by the agreement, instead providing a list with fabricated "dummy" entries designed to obscure the true customer base. The franchisor maintained that the franchisee defendants improperly retained client artwork that constituted either the franchisor's property or property that should have been returned to clients. The franchisor emphasized that these ongoing breaches and misappropriations would cause irreparable harm to its franchise system, goodwill, reputation, and ability to recruit replacement franchisees for the Omaha territory. The franchisor asserted that allowing the franchisee defendants to continue operating would signal to other franchisees that post-termination obligations could be violated with impunity, potentially destabilizing the entire franchise network.

The franchisee defendants countered that they had fully complied with all post-termination obligations under the Franchise Agreement as of June 8, 2026. They argued that their de-branding of the Omaha location, cessation of SpeedPro email and system access, return of proprietary materials, cancellation of the SpeedPro trade name, and deactivation of SpeedPro social media accounts demonstrated complete withdrawal from the SpeedPro system. The franchisee defendants

maintained that their current business operations involved specialty construction signage work that was distinct from the large-format graphics and printing services characteristic of SpeedPro franchises. They contended that nothing in the Franchise Agreement prohibited them from continuing to operate a business from the same physical location in Omaha, nor did the agreement's territorial restrictions apply once their license to operate a SpeedPro studio had terminated. Regarding the customer information and artwork disputes, the franchisee defendants argued that they had provided substantial client contact information and that any retention of client artwork was proper under the circumstances.

Franchise Agreement Provisions in Dispute

The Franchise Agreement contained several interrelated definitions that proved central to the court's analysis of the franchisor's breach of contract claim. The agreement defined "Restricted Area" as "any area within a radius of seventy-five (75) miles from any Studio." This territorial restriction established the geographic scope within which post-termination competitive activities would be prohibited. The definition of "Restricted Area" explicitly referenced and depended upon the definition of "Studio," creating a definitional linkage that became critical to the court's interpretation.

The agreement defined "Studio" as "a retail SpeedPro Imaging Studio ... which is operated by Franchisor, or by its Affiliates or franchisees pursuant to a valid license agreement, according to the System." This definition contained several essential elements: the location must be a retail SpeedPro Imaging Studio; it must be operated by the franchisor, an affiliate, or a franchisee; the operation must occur pursuant to a valid license agreement; and the operation must conform to the System as defined in the agreement. The requirement of a valid license agreement meant that once

a franchise agreement terminated, the location would cease to qualify as a “Studio” for purposes of the agreement’s definitions.

The agreement also defined “System” in relevant part as “the proprietary business system for the location, establishment, operation and promotion of Studios.” This definition emphasized the integrated nature of the SpeedPro franchise system and tied the concept of the System back to the operation of Studios as defined elsewhere in the agreement. The circular relationship among these definitions — with “Restricted Area” defined by reference to “Studio,” “Studio” requiring operation according to the “System,” and “System” defined as the business system for Studios — created interpretive questions about the scope of post-termination restrictions.

The agreement’s provisions regarding customer information and proprietary materials required franchisees to return certain items upon termination, though the parties disputed the completeness and adequacy of the franchisee defendants’ compliance with these provisions. The agreement also contained provisions related to client artwork, though the precise requirements regarding retention, return, or disposition of such artwork became a point of contention between the parties.

Standard for Preliminary Injunction

The court applied the established Tenth Circuit standard for preliminary injunctive relief, which requires the moving party to demonstrate four elements: first, that the party will suffer irreparable injury unless the injunction issues; second, that the threatened injury outweighs whatever damage the proposed injunction may cause the opposing party; third, that the injunction would not be adverse to the public interest; and fourth, a substantial likelihood of success on the merits. The court emphasized that injunctive relief constitutes an extraordinary remedy that should

be granted only when the moving party clearly and unequivocally demonstrates its necessity. The court cited authority establishing that granting such drastic relief is the exception rather than the rule.

The court noted that if the injunction sought qualifies as a disfavored variety — meaning it mandates action rather than prohibiting it, changes the status quo, or grants all relief the moving party could expect from a trial win — the moving party must make an especially strong showing that likelihood of success and balance of harms weigh in its favor. However, the court assumed without deciding that the franchisor’s requested injunction did not fall into this disfavored category, thereby applying the ordinary burden rather than the heightened standard. Despite this favorable assumption for the franchisor, the court found that the motion failed because the franchisor could not satisfy two of the four required elements: irreparable harm and likelihood of success on the merits.

Likelihood of Success on the Breach of Contract Claim

The court conducted a detailed contractual interpretation analysis to determine whether the franchisor had demonstrated a likelihood of success on its claim that the franchisee defendants breached the territorial restriction by competing in the Restricted Area. The court began by examining the definition of “Restricted Area” in the Franchise Agreement, which prohibited competition “within a radius of seventy-five (75) miles from any Studio.” The court then turned to the agreement’s definition of “Studio” as “a retail SpeedPro Imaging Studio ... which is operated by Franchisor, or by its Affiliates or franchisees pursuant to a valid license agreement, according to the System.”

Applying these contractual definitions to the undisputed facts, the court found that the Omaha location ceased to exist and operate as a SpeedPro Studio as of June 8, 2026, when the Franchise Agreement expired. The court emphasized that as of that date, the franchisee defendants de-branded the location and their license agreement with the franchisor terminated. The court noted that the agreement did not prohibit the franchisee defendants from continuing to do business from the Omaha location following termination. The critical question became whether the franchisee defendants' business operations from that location constituted competition "within 75 miles from any Studio" as that term was defined in the agreement.

The court concluded that the franchisor had failed to show that the franchisee defendants' work from the Omaha location, even if in direct competition with SpeedPro services, was being conducted within seventy-five miles "from any Studio" as defined in the Franchise Agreement. Because the Omaha location no longer qualified as a "Studio" once the license agreement terminated and de-branding occurred, and because the franchisor presented no evidence of any other SpeedPro studio within seventy-five miles of Omaha, the territorial restriction did not apply to the franchisee defendants' post-termination activities. The court found that the franchisor had not shown a reasonable likelihood of success on this aspect of its breach of contract claim.

The court rejected the franchisor's interpretation that would have extended the territorial restriction to prohibit competition near the former franchise location even after it ceased to be a "Studio" under the agreement's definition. The court's textual analysis of the interlocking definitions led to the conclusion that the drafters appeared to intend the restriction to protect existing, operating SpeedPro studios — those operating "pursuant to a valid license agreement" — rather than to create perpetual geographic exclusivity zones around former franchise locations after termination.

Likelihood of Success on the Trademark, Trade Secret, and Cybersquatting Claims

The court also addressed the franchisor's related claims for trademark infringement, misappropriation of trade secrets, and violation of the Anti-Cybersquatting Consumer Protection Act. The court found that the franchisor had not shown a reasonable likelihood of success on any of these claims based on the evidence presented at the evidentiary hearing. The court recited the extensive list of actions the franchisee defendants took as of June 8, 2026, to cease all use of the franchisor's marks and alleged trade secrets.

The evidence established that the franchisee defendants de-branded the Omaha location, removing all SpeedPro signage and marks. They provided the franchisor an Excel spreadsheet of client contact information. The franchisor physically retrieved proprietary information and materials from the franchisee defendants' location. The franchisor cancelled the franchisee defendants' SpeedPro email access and access to the Corebridge system. The franchisee defendants cancelled the SpeedPro trade name registration and deactivated the SpeedPro Omaha Instagram account.

Most significantly, the franchisor's CEO testified that the franchisor had no evidence that the franchisee defendants continued to perform any SpeedPro-type work after June 8, 2026, other than unfinished projects that the franchisor specifically directed them to complete. The court also found that the franchisee defendants did not use the speedproomaha.com domain extension for sending or receiving emails, the domain did not host a public-facing website, and the domain was not otherwise in use by the franchisee defendants. Based on these undisputed facts, the court concluded that every alleged use of the marks or trade secrets by the franchisee defendants had ceased as of the termination date.

The court accepted the franchisee defendants' position that their complete withdrawal from the SpeedPro system defeated the franchisor's claims for ongoing trademark infringement and trade secret misappropriation. The franchisor's inability to point to any specific instance of continued use of SpeedPro marks or systems after June 8, 2026 — beyond the completion of pre-existing work at the franchisor's own direction — proved fatal to its likelihood of success on these claims. The court implicitly rejected the franchisor's argument that the franchisee defendants' general signage work from the same location constituted a form of residual trademark infringement or inevitable trade secret disclosure.

Irreparable Harm Analysis

The court emphasized that a showing of probable irreparable harm is the single most important prerequisite for issuance of a preliminary injunction. The court defined irreparable harm as harm that cannot be undone, such as by an award of compensatory damages or otherwise. The court noted that to constitute irreparable harm, an injury must be certain, great, actual, and not theoretical. The party seeking injunctive relief must show that the injury complained of is of such imminence that there is a clear and present need for equitable relief to prevent irreparable harm.

Addressing the franchisor's claims regarding incomplete return of client information and artwork, the court found that the franchisor failed to show irreparable harm even if these actions breached the agreement. The evidence demonstrated that the franchisee defendants returned substantial client contact information. The court found no evidence that any of the franchisee defendants' conduct — including the alleged "dummy" contact entries — actually prevented the franchisor from contacting any particular client, especially given the overlapping and multiple contact entries for individual clients on the provided list.

The court credited testimony from the franchisor's witness that client artwork could be obtained directly from clients themselves, undermining the claim that retention of artwork caused irreparable harm. The court concluded that monetary damages could compensate the franchisor for any difficulties it might experience in contacting clients or obtaining their prior artwork. The court further held that monetary damages could also compensate the franchisor for any alleged improper use of client information by the franchisee defendants in their current business operations.

The court rejected the franchisor's arguments that loss of goodwill, reputation damage, and difficulty recruiting replacement franchisees constituted irreparable harm under the circumstances. The court found that when considering the undisputed facts regarding the franchisee defendants' cessation of all SpeedPro-related activities as of June 8, 2026, the franchisor had failed to show any injuries beyond theoretical harms. The court's analysis distinguished this case from situations where ongoing trademark infringement or active trade secret misappropriation creates presumptive irreparable harm; the complete cessation of infringing activity eliminated the basis for such a presumption.

Why the Court Accepted the Franchisee Defendants' Position and Rejected the Franchisor's

On the breach of contract claim regarding territorial restrictions, the court accepted the franchisee defendants' interpretation of the Franchise Agreement over the franchisor's interpretation because the plain language of the contract's interlocking definitions supported the franchisee defendants' position. The agreement unambiguously defined "Studio" to require operation "pursuant to a valid license agreement," and it was undisputed that no such license

agreement existed after June 8, 2026. The franchisee defendants' textual reading — that the Restricted Area could only be measured from locations that qualified as "Studios" under the agreement, and that their de-branded Omaha location no longer qualified — aligned with the contractual language more precisely than the franchisor's functional reading that would have extended restrictions to former franchise locations indefinitely.

On the trademark, trade secret, and cybersquatting claims, the court credited the franchisee defendants' position because the undisputed evidence established complete cessation of all challenged conduct. The franchisor could not identify any specific instance of continued mark usage, system access, or domain utilization after the termination date, apart from work the franchisor itself directed the franchisee defendants to complete. The franchisee defendants presented affirmative evidence of de-branding, account cancellations, and return of materials, while the franchisor relied primarily on speculation about what the franchisee defendants might do with residual knowledge or contacts. The court found the franchisee defendants' concrete evidence of compliance more persuasive than the franchisor's theoretical concerns about inevitable disclosure or continued competitive advantage.

On irreparable harm, the court accepted the franchisee defendants' position that any claimed injuries could be remedied through monetary damages because the franchisor failed to present evidence of actual, imminent harm. The court was persuaded by the franchisee defendants' showing that client contact information had been provided in substantial quantity, that any gaps in that information could be filled through direct client contact, and that artwork could be obtained from clients themselves. The franchisor's inability to identify specific clients it could not contact or specific competitive advantages the franchisee defendants gained through alleged improper retention of information undermined its claim of irreparable harm. The court found the theoretical

nature of the franchisor's alleged harms insufficient to meet the demanding standard for preliminary injunctive relief.

Potential Significance for Franchisees and Franchisors

This decision may carry important implications for how franchisors draft post-termination covenants and how both parties plan for franchise relationship endings. For franchisees, the ruling may confirm that full compliance with de-identification obligations upon termination provides meaningful protection against preliminary injunctive relief. Franchisees who completely cease using franchisor marks, return proprietary materials, cancel system access, and de-brand their locations may significantly reduce their risk of injunctive relief even if they continue operating competitive businesses from the same physical location. The decision also may signal that courts will apply traditional contract interpretation principles to franchise agreement provisions, potentially requiring franchisor claims to align with the specific contractual language rather than with the franchisor's broader business expectations.

For franchisors, the ruling may suggest that territorial restrictions tied to the existence of operating franchise locations might not extend to former franchise sites after termination and de-identification. Franchisors seeking to prevent former franchisees from competing in the same geographic area after termination may need to draft non-compete provisions that do not depend on the continued existence of a "studio," "location," or "franchise" as defined elsewhere in the agreement. The decision also may highlight the difficulty franchisors face in establishing irreparable harm when former franchisees have ceased all use of marks, systems, and proprietary materials upon termination; franchisors may need to present concrete evidence of actual, ongoing

harm that monetary damages cannot remedy rather than relying on generalized concerns about goodwill damage or recruitment difficulties.

The decision also may signal procedural implications regarding the standard for preliminary relief in franchise termination cases. The court's finding that client contact information and artwork disputes did not constitute irreparable harm when alternative means of obtaining such information existed suggests that franchisors may need to demonstrate more substantial competitive injuries to obtain preliminary relief. Franchisees facing post-termination disputes may be able to point to this case as support for strict construction of restrictive covenant language and for the proposition that completing directed de-identification steps may defeat claims of ongoing infringement or misappropriation.

Comparison to Other Jurisdictions

This decision appears to align with several principles established in franchise disputes across federal courts, while also reflecting certain jurisdiction-specific approaches to preliminary injunctions and contract interpretation. The court's application of the four-factor test for preliminary injunctions follows the Supreme Court's framework established in *Winter v. NRDC, Inc.*, which requires likelihood of success on the merits, likelihood of irreparable harm, favorable balance of equities, and public interest. The court's emphasis on irreparable harm as the single most important factor mirrors Second Circuit precedent, though the formulation of this hierarchy varies among circuits.

The court's refusal to presume irreparable harm from alleged trademark infringement may contrast with some earlier franchise cases that treated trademark violations as inherently causing irreparable injury. For example, in *NaturaLawn of America, Inc. v. West Group, LLC*, a Maryland

federal court found that trademark violation claims may be especially suited to injunctive relief because they can result in irreparable harm through inherent injury to goodwill and reputation. The Colorado court's more demanding approach, requiring concrete evidence of actual harm rather than accepting presumptive harm from trademark claims, may reflect a post-Winter tightening of irreparable harm standards that some other courts have also adopted.

The decision's contract interpretation methodology appears to follow Colorado law principles requiring courts to examine written contract terms in harmony with the plain and generally accepted meaning of words employed. This textualist approach resembles interpretive methods in other jurisdictions but may produce different results than courts that more readily consider extrinsic evidence or apply *contra proferentem* against franchisors. The court's focus on the definitional interdependence among "Restricted Area," "Studio," and "valid license agreement" demonstrates careful structural analysis of contract language that courts in other jurisdictions might approach differently.

The court's willingness to deny preliminary relief despite a franchisor's claims of incomplete customer list return may distinguish this case from decisions such as *Curves International, Inc. v. Mosbarger*, where courts have sometimes found franchise system disruption sufficient for irreparable harm findings. However, the Colorado court's outcome seems to align with the principle that franchisors must demonstrate actual competitive injury rather than theoretical harm, a standard that federal courts across jurisdictions have increasingly applied since *Winter v. NRDC, Inc.* clarified that preliminary injunctions require likelihood, not mere possibility, of irreparable harm.

Law and Economics Perspective

From a law and economics standpoint, this decision may create efficient incentives for both contractual drafting and post-termination behavior in franchise relationships. The court's strict construction of territorial restrictions may reduce the scope of non-compete covenants to only those geographic areas clearly specified in unambiguous contract language, thereby potentially lowering transaction costs by making post-termination rights more predictable and reducing litigation over ambiguous restrictions. By appearing to require franchisors to draft clear, self-contained territorial restrictions rather than relying on definitions that become inoperative upon termination, the decision may incentivize more precise ex ante contracting that reduces ex post dispute costs.

The ruling may also promote efficient resource allocation by allowing former franchisees to continue utilizing location-specific capital investments and developed client relationships in competitive businesses after properly terminating their franchise relationship, rather than forcing inefficient relocation or business closure based on ambiguously worded restrictions. The irreparable harm analysis may similarly promote efficiency by denying preliminary injunctions where monetary damages can adequately compensate the franchisor, thereby potentially avoiding the social costs of temporarily restraining an operating business when legal remedies remain available after full adjudication on the merits.

However, the decision may also carry costs from the franchisor's perspective that bear consideration. Limiting the scope of territorial restrictions and requiring concrete irreparable harm may reduce a franchisor's ability to protect its network against competition from former franchisees who possess detailed knowledge of the system, customer relationships, and operational

methods. If franchisors cannot efficiently enforce post-termination restrictions, prospective franchisors may respond by investing less in transferring proprietary knowledge and customer goodwill to franchisees, which could reduce the overall quality and value of franchise systems over time. A more complete efficiency account would weigh these network protection interests against the gains from permitting former franchisees to continue productive use of their investments.

Final Disposition

The United States District Court for the District of Colorado denied the franchisor's amended motion for preliminary injunction and dissolved the previously issued temporary restraining order. The court held that the franchisor failed to demonstrate a likelihood of success on the merits of its breach of contract claim because the Franchise Agreement's definition of "Studio" required operation pursuant to a valid license agreement, and the Omaha location ceased to qualify as a "Studio" once the franchise agreement terminated, meaning the territorial restriction's seventy-five-mile radius had no operative reference point. The court further held that the franchisor failed to show likelihood of success on its trademark infringement, trade secret misappropriation, and cybersquatting claims because the undisputed evidence established that the franchisee defendants ceased all use of SpeedPro marks, systems, and the disputed domain as of the termination date. The court additionally held that the franchisor failed to demonstrate irreparable harm because the alleged injuries from incomplete return of client information and artwork were compensable through monetary damages and because the franchisor could not identify any specific client it was prevented from contacting or any specific harm that monetary relief could not remedy.