

STATE OF NORTH CAROLINA
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV025484-400

BEST LOGISTICS GROUP, INC. and
BEST SERVICES GROUP, INC.,

Plaintiffs,

v.

CHRISTIAN NEIRA BRAVO and
BARRY CARSON,

Defendants.

**ORDER ON MOTION FOR
TEMPORARY RESTRAINING ORDER**

1. Plaintiffs Best Logistics Group, Inc. and Best Services Group, Inc. have moved for a temporary restraining order. (ECF No. 5.) The Court held a hearing on 10 November 2025, at which all parties were represented by counsel.

2. Plaintiffs are related companies in the transportation industry. Defendants Christian Neira Bravo and Barry Carson used to work for Plaintiffs but resigned in early October 2025 to join a competitor. According to Plaintiffs, Defendants took trade secrets and confidential information with them and are using that information to help their new employer compete unfairly. As relevant here, the complaint asserts claims for breach of certain covenants in Defendants' employment agreements and for misappropriation of trade secrets. In their motion, Plaintiffs seek an order barring Defendants from soliciting a defined group of customers and from using or disclosing Plaintiffs' confidential information. (*See, e.g.*, V. Compl. ¶¶ 2, 3, 6–8, 15, 21, 29, 55, ECF No. 3.)

3. A temporary restraining order is an extraordinary remedy. Its purpose is to preserve the status quo until such time as the Court can properly hear a motion for

preliminary injunction. *See Lambe v. Smith*, 11 N.C. App. 580, 582 (1971). The moving party must show a “likelihood of success on the merits,” and the Court will issue a temporary restraining order only “if [the] plaintiff is likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court, issuance is necessary for the protection of [the] plaintiff’s rights during the course of litigation.” *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 401 (1983) (citation, quotation marks, and emphasis omitted).

4. On this record, the Court concludes that Plaintiffs have not shown a likelihood of success on the claim that Defendants’ breached the customer nonsolicitation clauses in their employment agreements.*

5. To start, there are good reasons to doubt the enforceability of the nonsolicitation clauses—especially Carson’s. *See, e.g., Hejl v. Hood, Hargett & Assocs., Inc.*, 196 N.C. App. 299, 307 (2009) (declining to enforce nonsolicitation clause that “include[d] any person, firm, or entity to whom [employer] had merely quoted a product or service”); *Med. Staffing Network, Inc. v. Ridgway*, 194 N.C. App. 649, 655–57 (2009) (declining to enforce nonsolicitation clause that applied not only to employer’s customers but also to those of employer’s “affiliates”); *Farr Assoc., Inc. v. Baskin*, 138 N.C. App. 276, 280 (2000) (observing that an assessment of the reasonableness of the length of a restrictive covenant must take into account any “look-back period”); *see also Fin. Carrer Servs. LLC v. Kingpin Cap. Inc.*, 2025 NCBC

* Plaintiffs’ brief contains assertions that Defendants also violated the agreements’ restrictions on solicitation of employees. This argument goes well beyond what is alleged in the complaint, however, and therefore cannot support injunctive relief. Moreover, Plaintiffs’ motion does not seek relief related to the solicitation of employees.

LEXIS 72, at *9 (N.C. Super. Ct. June 19, 2025); *Prometheus Grp. Enters., LLC v. Gibson*, 2023 NCBC LEXIS 42, at *22–23 (N.C. Super. Ct. Mar. 21, 2023); *Mech. Sys. & Servs. v. Howard*, 2021 NCBC LEXIS 69, at *9–10 (N.C. Super. Ct. Aug. 11, 2021). Given the expedited nature of this proceeding, the Court reserves judgment on the clauses’ enforceability. For now, it is sufficient to observe that doubts about enforceability weigh heavily against temporary injunctive relief.

6. Whether the nonsolicitation clauses are enforceable or not, there is insufficient evidence to show that Defendants breached them. Plaintiffs’ evidence consists chiefly of hearsay statements supposedly made by two customer representatives. (See Aff. Hepler ¶¶ 11, 12, ECF No. 13 (“Krispy Kreme informed us . . .”; “Kevin informed us . . .”).) Even if admissible, these statements are hardly a compelling basis for extraordinary relief. Indeed, Defendants have rebutted this hearsay evidence in their sworn affidavits. (See Aff. Bravo ¶ 12, ECF No. 12; Aff. Carson ¶¶ 15, 16, ECF No. 11.) Thus, Plaintiffs have not shown a likelihood of success on this claim.

7. But Plaintiffs have shown a likelihood of success on their claim that Defendants breached the agreements’ confidentiality clauses. There is no dispute that the confidentiality clauses are valid and enforceable. And the record, limited as it is, contains evidence showing that Defendants sent confidential documents and information to their personal e-mail addresses in the lead-up to their departure. (See Pls.’ Exs. A, C, ECF Nos. 13.1, 13.3.) For example, Carson sent himself a document containing contact information that “encompass[es] almost all of [Plaintiffs’] clients

and the key personnel at those clients”—a compilation of personal and professional data “for more than 6,000 people.” (Aff. Hepler ¶ 19.) In addition, Bravo sent himself a series of messages related to client opportunities (including one marked “CONFIDENTIAL”). (See ECF No. 13.3.) And Bravo sent “a warehousing opportunity that [he] was supposed to be working on for [Plaintiffs’] benefit” to his future employer. (See Aff. Hepler ¶¶ 23, 25 (emphasis omitted).) Neither Carson nor Bravo has offered an explanation or refutation of this evidence.

8. Absent a temporary restraining order, Plaintiffs will likely suffer irreparable harm. Money damages would not be adequate to compensate Plaintiffs for the misuse of their confidential information. By contrast, Defendants will incur minimal or no harm due to an order restraining their use of Plaintiffs’ confidential information. Thus, the balance of the equities favors Plaintiffs. *See Williams v. Greene*, 36 N.C. App. 80, 86 (1978) (court “should engage in a balancing process” when considering injunctive relief).

9. The Court therefore concludes that a temporary restraining order is appropriate to prevent Defendants from using or disclosing Plaintiffs’ confidential information. Having reached this conclusion, the Court need not address Plaintiffs’ claim for misappropriation of trade secrets. Even assuming Plaintiffs were likely to succeed on that claim, it would not affect the scope of the temporary injunction.

10. For these reasons, and in the exercise of its discretion, the Court **GRANTS** in part and **DENIES** in part Plaintiffs’ motion for temporary restraining order. The Court **ORDERS** as follows:

- a. Defendants, and any persons or entities in active concert with them, are **ENJOINED** from using or disclosing to any third party the e-mails contained in Plaintiffs' exhibits A and C, (ECF Nos. 13.1, 13.3), any attachments to those e-mails, any information contained in or derived from the e-mails or their attachments, and any other confidential business information, as defined in Defendants' employment agreements, that belongs to or originates from Plaintiffs.
- b. This temporary restraining order shall expire at noon on 22 November 2025 unless modified, extended, or dissolved by the Court. Absent a showing of undue prejudice, the Court presently anticipates exercising its discretion under Rule 65(b) to extend the order for a further ten-day period by separate order, thus extending it through and including noon on 2 December 2022.
- c. The Court concludes, in its discretion, that \$100 security is reasonable and appropriate as a condition of granting the temporary restraining order. This order shall become effective when Plaintiffs post a bond or give security in this amount with the Clerk of Superior Court, Guilford County, North Carolina. Any party may move to adjust the amount of security required for good cause.
- d. Unless otherwise ordered, the parties shall appear before this Court on 1 December 2025 at 1:00PM in Courtroom 6370 of the

Mecklenburg County Courthouse, located at 832 East Fourth Street, Charlotte, North Carolina, to determine whether this order should be converted into a preliminary injunction and, if so, whether the terms should be modified in any respect.

- e. Plaintiffs shall file their brief in support of their motion for preliminary injunction and any supporting materials on or before 19 November 2025. Defendants shall file their brief in opposition and any supporting materials on or before 26 November 2025. There shall be no reply brief. The Court would be willing to entertain a joint motion by the parties to extend these deadlines (including the hearing date), so long as the request is reasonable and not prejudicial to either side.
- f. Except as stated, the motion for temporary restraining order is **DENIED.**

11. In addition to the injunctive relief ordered above, the Court authorizes Plaintiffs to take expedited depositions of Carson and Bravo in advance of the hearing on their motion for preliminary injunction. Neither deposition may exceed three hours of time on the record, and questioning is limited to the allegations concerning Plaintiffs' claim for breach of the confidentiality clauses in Defendants' employment agreements. The parties shall confer and select mutually agreeable dates, times, and locations, and the depositions shall be completed on or before 21 November 2025. No other discovery is permitted at present.

SO ORDERED, this the 12th day of November, 2025.

/s/ Adam M. Conrad _____
Adam M. Conrad
Special Superior Court Judge
for Complex Business Cases