

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
25CV028388-910

R. DANIEL BRADY,  
Plaintiff,

v.

COBIN LAW GROUP, PLLC. (f/k/a  
BRADY COBIN LAW GROUP  
PLLC); TRUSTS AND ESTATES  
LAW GROUP; and  
ANDREW J. COBIN, Individually  
and as Managing Partner,  
Defendants.

**ORDER ON PLAINTIFF'S AMENDED  
MOTION FOR PRELIMINARY  
INJUNCTION**

**THIS MATTER** is before the Court on Plaintiff R. Daniel Brady's Amended Motion for Preliminary Injunction ("Amended PI Motion" or "Motion," ECF No. 56.)

**THE COURT**, having considered the Motion, the briefs and other submissions of the parties, the arguments of counsel, and all appropriate matters of record, **CONCLUDES** that the Motion should be **DENIED** for the reasons set forth below.

**FACTUAL AND PROCEDURAL BACKGROUND**

1. The Court's factual findings are made solely for purposes of deciding the present Motion and are not binding in any subsequent proceedings in this action. *See Daimlerchrysler Corp. v. Kirkhart*, 148 N.C. App. 572, 578 (2002) (citing *Kaplan v. ProLife Action League of Greensboro*, 111 N.C. App. 1, 16 (1993)).

2. Plaintiff Brady is an attorney licensed in North Carolina who lives in Wake County, North Carolina. (First Am. Compl. ("FAC"), ECF No. 54, ¶ 3.)

3. The caption of the FAC lists the following two entities as Defendants:

Cobin Law Group, PLLC (f/k/a Brady Cobin Law Group PLLC) and Trusts and Estates Law Group. However, it appears that they are the same entity with the former doing business as the latter. For clarity, the Court will refer to them collectively as the “Law Firm.”

4. The Law Firm is a North Carolina professional limited liability company with its principal place of business in Wake County, North Carolina. (FAC ¶ 4.)

5. Defendant Andrew J. Cobin is an attorney licensed in North Carolina and the current managing partner of the Law Firm. (FAC ¶ 5.)

6. Brady was the founding partner of Brady Cobin Law Group PLLC. (FAC ¶ 8.) Brady acted as Organizer and Member of that firm—and later, the Law Firm—from its founding in 2002 until 31 December 2020. (FAC ¶ 8.)

7. Upon his decision to relinquish his equity in the Law Firm, Brady executed, among other agreements, an Employment Agreement dated 1 January 2021. (FAC ¶¶ 9, 15; *see also* FAC Ex. D.)

8. Brady alleges that during his employment at the Law Firm beginning in 2002 and until his termination on 5 March 2025 he “originated numerous client relationships” and that he “has at all times complied with and fully performed his obligations under the material terms of . . . the Employment Agreement.” (FAC ¶¶ 24–25.)

9. On 5 March 2025, the Law Firm terminated Brady’s employment. (FAC ¶ 29.)

10. In the aftermath of Brady’s termination, Defendants took several steps

to give notice of his departure to others outside the Law Firm.

11. First, on 12 March 2025 Defendants sent twenty-five notification letters (“Exit Letters”) to “clients with current open matters for whom Plaintiff Brady was the responsible attorney.” (FAC ¶ 35.) The Exit Letters were sent for the purpose of notifying those clients that Brady had departed the Law Firm and provided three options: (i) retain the Law Firm; (ii) transfer their client files to Brady; or (iii) designate a different attorney as their attorney. (Second Aff. of Andrew J. Cobin, ECF No. 29, ¶¶ 29–30.) The Law Firm also sent Brady a copy of the Exit Letter along with a list of those clients to whom the Exit Letters were sent. (Second Aff. of Andrew J. Cobin ¶ 31.)

12. Second, Defendants set up an automatic email response on Brady’s email account associated with the Law Firm, which stated as follows: “I am no longer employed by Brady Cobin Law Group. For assistance, please contact 919.782.3500.” (FAC ¶ 36.) The telephone number listed was that of the Law Firm. (FAC ¶ 36.)

13. Third, the Law Firm transferred approximately sixty-two client files to Brady at the request of those clients. (FAC ¶ 37.) These client files included files for those twenty-five clients who had received an Exit Letter along with files sent at the request of certain former clients who had contacted the Law Firm. (FAC ¶ 37.)

14. A few weeks later, Brady asked Defendants for the contact information for all clients he had originated since 2005, claiming that the North Carolina State Bar’s (“State Bar”) 2025 Formal Ethics Opinion 1 required broader client notification. (FAC ¶ 40; *see also* FAC Ex. F.)

15. Defendants promptly rejected Brady's request based on their belief that their client notification obligations extended only to clients with whom Brady had an "ongoing professional relationship" or was "responsible for" as of the date of his termination (as opposed to former clients for whom he was not currently doing any work). (FAC ¶ 43.)

16. With regard to the above-referenced automatic email response message placed on his email account, Brady contends that it was inadequate because it did not contain his new contact information. (FAC ¶ 36.)

17. On 15 August 2025, Brady initiated the present lawsuit by filing a Complaint in Wake County Superior Court. (ECF No. 2). In his Complaint, Brady asserted claims for declaratory judgment, temporary and permanent injunctive relief, breach of contract, violation of the North Carolina Wage & Hour Act, quantum meruit, wrongful discharge in violation of public policy, default on promissory note, and conversion. (ECF No. 2).

18. Among his allegations in the Complaint was the assertion that Defendants had breached a provision of his Employment Agreement prohibiting the Law Firm from "impos[ing] upon [Brady] any duties or responsibilities that would cause [Brady] to be in violation of the State Bar's Rules of Professional Conduct." (Compl. ¶ 60; Compl. Ex. D, at Section 1(c).)

19. This matter was subsequently designated as a complex business case and assigned to the undersigned on 15 September 2025. (ECF No. 1.)

20. On 17 October 2025, Brady filed a Motion for Preliminary Injunction.

(“Initial PI Motion,” ECF No. 20.) In his Initial PI Motion, Brady requested that the Court issue an order requiring Defendants to (i) provide him with the contact information for all clients to whom he “provided significant legal services and/or had significant client contact during his tenure at the [Law] [F]irm,” (ii) notify all such clients of his departure and their accompanying right to counsel of their choice, and (iii) cease their interference with his ability to comply with the State Bar’s notification requirements. (Initial PI Motion, at 3.)

21. The Court subsequently issued a briefing schedule and scheduled a hearing on the Initial PI Motion to take place on 9 December 2025.

22. A few days later, on 20 October 2025, Defendants filed a Partial Motion to Dismiss Plaintiff’s Complaint. (ECF No. 23.)

23. On 24 November 2025, during a status conference with the Court, Brady requested that the Court cancel the scheduled 9 December PI hearing based on his desire to file an Amended Complaint. Based on this request, the Court cancelled the hearing. (ECF No. 34.)

24. That same day, Brady filed a Motion for Leave to Amend Complaint along with a proposed FAC. (ECF Nos. 35, 35.1.)

25. The Court granted Brady’s Motion for Leave to Amend Complaint on 30 January 2026. (ECF No. 53.) On 3 February 2026, Brady filed the FAC, which is currently his operative pleading. (ECF No. 54.)

26. The FAC did not contain any new substantive claims and instead only added additional allegations in support of Brady’s existing claims.

27. Brady filed the present Amended PI Motion on 6 February 2026.

28. The Court held a hearing on the Amended PI Motion via Webex on 25 March 2026 at which all parties were represented by counsel.

29. The Amended PI Motion has been fully briefed and is now ripe for resolution.

### LEGAL STANDARD

30. A preliminary injunction “is an extraordinary measure taken by a court to preserve the status quo of the parties during litigation.” *Ridge Cmty. Invs., Inc. v. Berry*, 293 N.C. 688, 701 (1977). The issuance of such injunctive relief “is a matter of discretion to be exercised by the hearing judge after a careful balancing of the equities.” *State ex rel. Edmisten v. Fayetteville St. Christian Sch.*, 299 N.C. 351, 357 (1980). The plaintiff bears the burden of establishing the right to a preliminary injunction. *Pruitt v. Williams*, 288 N.C. 368, 372 (1975) (cleaned up). The entry of a preliminary injunction is proper only where the plaintiff is (1) able to show a “likelihood of success on the merits of his case,” and (2) “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) (cleaned up).

31. The Court must also weigh the potential harm a plaintiff will suffer if no injunction is entered against the potential harm to a defendant if the injunction is issued. *See Williams v. Greene*, 36 N.C. App. 80, 86 (1978).

32. A motion for preliminary injunction cannot merely be “grounded in

speculation” and must include more than conclusory allegations in order for a court to grant it. *Swim Club Mgmt. Grp. of Raleigh, LLC v. Calvin*, 2024 NCBC LEXIS 125, at \*9–10 (N.C. Super. Ct. Sept. 17, 2024) (cleaned up).

33. Ultimately, “[t]he issuance of a preliminary injunction is a decision committed to a trial court’s discretion.” *State ex rel. Stein v. MV Realty PBC, LLC*, 2023 NCBC LEXIS 102, at \*37–38 (N.C. Super. Ct. Aug. 30, 2023) (cleaned up).

### ANALYSIS

34. Brady claims that he has shown a likelihood of success on the merits for his two declaratory judgment claims and his breach of contract claim alleging a breach of certain sections of the Employment Agreement. In these claims, Brady argues, in essence, that the Law Firm violated the Rules of Professional Conduct (and the accompanying ethics opinions promulgated by the State Bar) by (1) failing to notify all of his former clients to whom he provided significant legal services or with whom he had significant client contact of his departure from the Law Firm; and (2) refusing to provide him with contact information for all of these clients.

35. However, the Court need not decide whether Brady has made a sufficient showing in this regard because he has failed to establish the second prong of the test for issuance of a preliminary injunction—that is, the existence of irreparable harm absent entry of immediate injunctive relief.

36. The Court finds that irreparable harm is lacking for a number of reasons.

37. First, it has been over a full year since Brady was terminated from his

employment at the Law Firm on 5 March 2025. Any harm that he has suffered from notification not being given to all of his former clients would have begun to accrue from the date of his departure. In connection with the present Motion, Brady has not shown any recent events that would make the issuance of injunctive relief at this late date necessary.

38. Moreover, the affidavits and declarations filed in this case fail to support Brady's argument that his former clients have been unable to contact him. Cobin testified that Brady is listed as the originating attorney for approximately 4,500 clients of the Law Firm. (Aff. of Andrew J. Cobin, ECF No. 24.2, ¶ 11.) The record reflects that the Law Firm has transferred to Brady the files of those clients who attempted to reach out to him via his email account associated with the Law Firm, received the automatic email response put in place by the Law Firm, and subsequently requested that their files be transferred to him. (Third Aff. Of Andrew J. Cobin, ECF No. 65.2, ¶¶ 9–11.)

39. Brady submitted a declaration from one of his current clients, Sue Ellen Thompson, who declared that she initially experienced difficulty in obtaining Brady's new contact information despite contacting the Law Firm. (Decl. of Sue Ellen Thompson, ECF No. 22, Ex. 3 ¶¶ 3–6.) Nonetheless, counsel for Brady conceded at the 25 March 2026 hearing that Thompson's declaration is the only evidence in the record of a current or former client of Brady having trouble reaching Brady.

40. Second, Brady claims that absent an injunction he is at risk of being disciplined by the State Bar. However, he concedes that he has received no actual

notice that any such disciplinary action is being considered, and the record is devoid of any evidence suggesting that his fears in this regard are justified.

41. Third, the Court cannot ignore the lack of urgency that Brady has shown with regard to the pursuit of a preliminary injunction. Brady's Amended PI Motion was filed almost six months after he initiated this lawsuit and eleven months after Brady was terminated from the Law Firm.

42. Indeed, rather than asking the Court for expedited briefing on his Initial PI Motion and for an early hearing date, Brady instead asked the Court to *postpone* the initial hearing that had been scheduled so that he could file an Amended Complaint.

43. This Court has repeatedly held that when ruling on a motion for preliminary injunction, “[a] key factor is the haste with which the moving party seeks injunctive relief.” *Wright v. Lorusso*, 2022 NCBC LEXIS 68, at \*2 (N.C. Super. Ct. Mar. 10, 2022) (cleaned up); *see also Swim Club Mgmt. Grp. of Raleigh, LLC*, 2024 NCBC LEXIS 125 at \*15 (“Plaintiff’s delay in actually moving forward on its professed desire to obtain immediate injunctive relief is at odds with its assertion that the extraordinary remedy of a preliminary injunction is warranted on these facts.”); *W&W Partners, Inc. v. Ferrell Land Co.*, 2018 NCBC LEXIS 210, at \*12, 17 (N.C. Super. Ct. Mar. 8, 2018) (finding no irreparable harm where the plaintiff waited eight months to file a complaint after the alleged harm and four months thereafter to file a motion for preliminary injunction); *Am. Air Filter Co. v. Price*, 2017 NCBC LEXIS 9, at \*13–14 (N.C. Super. Ct. Feb. 3, 2017) (denying a motion for preliminary

injunction after a four-month delay in seeking relief).

44. Finally, the Court has engaged in a balancing of the respective equities and finds that this factor likewise does not favor the granting of the Motion.

45. Therefore, in the exercise of its discretion, the Court concludes that Brady has failed to meet his burden of showing that the issuance of a preliminary injunction is warranted.

### **CONCLUSION**

**ACCORDINGLY, IT IS ORDERED** that Brady's Amended PI Motion is **DENIED**.

**SO ORDERED**, this the 30th day of March 2026.

/s/ Mark A. Davis  
Mark A. Davis  
Special Superior Court Judge  
for Complex Business Cases