

NORTH CAROLINA SUPERIOR COURT, BUSINESS COURT

Matt Logan, Inc. v. Abitz

2026 NCBC 54 · No. 25CV025485-400 · Decided June 9, 2026

SUMMARY

The North Carolina Business Court addresses Defendant Benjamin Abitz’s partial motion to dismiss claims arising from his departure from Matt Logan, Inc. The court holds that the employment agreement’s non-solicitation and non-competition provisions are overly broad and unenforceable, dismissing those portions of the breach-of-contract claim with prejudice. The nondisclosure portion of the contract claim proceeds, while the excerpt begins the court’s analysis of the misappropriation-of-trade-secrets claim.

CASE DETAILS

COURT	North Carolina Superior Court, Business Court
WRITING FOR THE COURT	Michael L. Robinson
JURISDICTION	North Carolina Superior Court, Business Court
DECIDED	June 9, 2026
DOCKET	25CV025485-400
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under North Carolina Rule of Civil Procedure 12(b)(6) to dismiss portions of the first amended verified complaint. The Business Court granted the motion in part and denied it in part.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court views the allegations in the light most favorable to the plaintiff, accepts well-pleaded factual allegations as true, and determines whether the complaint is sufficient to state a claim under any legal theory. The court need not accept conclusory allegations, unwarranted factual deductions, or unreasonable inferences, and may reject allegations contradicted by documents attached to or incorporated into the complaint without converting the motion into one for summary judgment.
PRECEDENTIAL VALUE	Published North Carolina Business Court order and opinion

TOPICS

noncompete agreements

restrictive covenants

trade secret misappropriation

motions to dismiss

injunctions

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QUESTIONS PRESENTED

1. Whether the employment agreement's non-solicitation provision was facially overbroad and unenforceable.
2. Whether the employment agreement's non-competition provision was facially overbroad and unenforceable.
3. Whether Plaintiff sufficiently identified alleged trade secrets and pleaded misappropriation under the North Carolina Trade Secrets Protection Act.
4. Whether Plaintiff's unfair-competition and unfair-and-deceptive-trade-practices claims were sufficiently pleaded despite dismissal of the trade-secrets claim.
5. Whether injunctive relief could be pleaded as an independent cause of action.

HOLDINGS

1. The non-solicitation provision was unreasonable in scope and unenforceable because it prohibited Defendant from directly or indirectly soliciting anyone doing business with Plaintiff without limiting the restriction to customers with whom Defendant had contact or the ability to influence during employment.
2. The non-competition provision was overly broad and unenforceable because it prohibited Defendant from performing any services in competition with a competitor, including services wholly unrelated to the work he performed for Plaintiff.
3. Plaintiff failed to state a claim for misappropriation of trade secrets because it did not identify the alleged trade secrets with sufficient particularity and did not allege unauthorized acquisition, disclosure, or use of transition information.
4. The unfair-competition and unfair-and-deceptive-trade-practices claims survived the motion to dismiss because the complaint alleged computer trespass, and the court could not conclude that Plaintiff was entitled to no relief under any set of facts.
5. Injunctive relief is a remedy rather than an independent cause of action, so Plaintiff's standalone injunctive-relief claim was dismissed without prejudice to seeking injunctive relief as appropriate.

KEY QUOTATIONS

“Based on the wording of the non-solicitation provision, and the allegations set forth in the Amended Complaint, the Court concludes that the non-solicitation provision is unreasonable in scope and thus unenforceable.” (¶ 59)

“As written, the non-compete provision restricts Abitz from performing any services with a competitor, even those wholly unrelated to his previous role as a Financial Planner.” (¶ 64)

“To plead misappropriation of trade secrets, a plaintiff must identify a trade secret with sufficient particularity so as to enable a defendant to delineate that which he is accused of misappropriating and a court to determine whether misappropriation has or is threatened to occur.” (¶ 74)

“As a matter of pleading form, the Court observes that injunctions are remedies, not independent causes of action.” (¶ 95)

FACTUAL BACKGROUND

Matt Logan, Inc., a North Carolina financial and brokerage advisory firm, employed Benjamin Abitz as a financial planner under an agreement containing non-competition, non-solicitation, and confidentiality provisions. In 2025, while Plaintiff was transitioning its affiliation from Cetera to Kestra, Abitz formed Abax Capital, resigned shortly before the transition, and allegedly contacted or solicited Plaintiff's clients and accessed or copied confidential information. Plaintiff alleged that Abitz used client and transition information to obtain reassignment of client accounts and continue competing with Plaintiff.

PROCEDURAL HISTORY

Plaintiff filed suit on November 4, 2025, asserting claims arising from Defendant's departure from employment and alleged solicitation of Plaintiff's clients, misuse of confidential information, and competition. The Superior Court entered a temporary restraining order and later an order granting a preliminary injunction, but the preliminary injunction never became effective because Plaintiff did not post the required bond. Plaintiff filed a first amended verified complaint, the case was designated to the Business Court, and Defendant filed the partial motion to dismiss. After a May 27, 2026 hearing, the court dismissed the non-solicitation and non-competition portions of the contract claim with prejudice, dismissed the trade-secrets and injunctive-relief claims without prejudice, and denied dismissal of the nondisclosure portion of the contract claim and the unfair-competition and UDTPA claims.

DISPOSITION

other

CASES CITED

- Christenbury Eye Ctr., P.A. v. Medflow, Inc., 370 N.C. 1, 5 (2017)
- Harris v. NCNB Nat'l Bank of N.C., 85 N.C. App. 669, 670 (1987)
- Krawiec v. Manly, 370 N.C. 602, 606, 609, 611 (2018)
- Good Hope Hosp., Inc. v. N.C. HHS, Div. of Facility Servs., 174 N.C. App. 266, 274 (2005)
- Moch v. A.M. Pappas & Assocs., LLC, 251 N.C. App. 198, 206 (2016)
- Corwin v. Brit. Am. Tobacco PLC, 371 N.C. 605, 615 & n.7 (2018)
- Poor v. Hill, 138 N.C. App. 19, 26 (2000)

- Jackson v. Carolina Hardwood Co., 120 N.C. App. 870, 871 (1995)
- Woolard v. Davenport, 166 N.C. App. 129, 134 (2004)
- Washburn v. Yadkin Valley Bank & Tr. Co., 190 N.C. App. 315, 323, 326-27 (2008)
- Aeroflow Inc. v. Arias, 2011 NCBC LEXIS 21, at *16 (N.C. Super. Ct. July 5, 2011)
- Med. Staffing Network, Inc. v. Ridgway, 194 N.C. App. 649, 655-56 (2009)
- Prometheus Grp. Enters., LLC v. Gibson, 2023 NCBC LEXIS 42, at *12 (N.C. Super. Ct. Mar. 21, 2023)
- United Labs., Inc. v. Kuykendall, 322 N.C. 643, 652-53 (1988)
- Jewel Box Stores Corp. v. Morrow, 272 N.C. 659, 663, 665 (1968)
- Digital Realty Trust, Inc. v. Sprygada, 2022 NCBC LEXIS 71, at *24 (N.C. Super. Ct. July 1, 2022)
- Hartman v. W.H. Odell & Assocs., 117 N.C. App. 307, 312, 317 (1994)
- Manpower of Guilford Cnty., Inc. v. Hedgecock, 42 N.C. App. 515, 523 (1979)
- Evergreen Builder Sols., LLC v. Taylor, 2025 NCBC LEXIS 174, at *13, *31 (N.C. Super. Ct. Dec. 29, 2025)
- Farr Assocs., Inc. v. Baskin, 138 N.C. App. 276, 280, 282 (2000)
- Rel. Ins., Inc. v. Pilot Risk Mgmt. Consulting, LLC, No. 68A25, 2026 N.C. LEXIS 493, at *42 (May 22, 2026)
- McGriff Ins. Servs. v. Hudson, 2023 NCBC LEXIS 4, at *30-31 (N.C. Super. Ct. Jan. 17, 2023)
- Okuma Am. Corp. v. Bowers, 181 N.C. App. 85, 87 (2007)
- VisionAIR, Inc. v. James, 167 N.C. App. 504, 508-09 (2004)
- Amerigas Propane, L.P. v. Coffey, 2015 NCBC LEXIS 98, at *33 (N.C. Super. Ct. Oct. 15, 2015)
- Spartan Leasing, Inc. v. Pollard, 101 N.C. App. 450, 460-61 (1991)
- Charah, LLC v. Sequoia Servs., LLC, 2020 NCBC LEXIS 52, at *19 (N.C. Super. Ct. Apr. 17, 2020)
- Stearns v. Genrad, Inc., 564 F. Supp. 1309, 1320 (M.D.N.C. 1983), aff'd, 752 F.2d 942 (4th Cir. 1984)
- Henderson v. U.S. Fid. & Guar. Co., 346 N.C. 741, 749 (1997)
- Gateway Mgmt. Servs. v. Carrbridge Berkshire Grp., Inc., 2018 NCBC LEXIS 45, at *19-20 (N.C. Super. Ct. May 9, 2018)
- PDF Elec. & Supply Co., LLC v. Jacobsen, 2020 NCBC LEXIS 103, at *26 (N.C. Super. Ct. Sept. 9, 2020)
- Glob. Textile All., Inc. v. TDI Worldwide, LLC, 2018 NCBC LEXIS 57, at *20-21 (N.C. Super. Ct. June 5, 2018)
- BellSouth Corp. v. White Directory Publishers, Inc., 42 F. Supp. 2d 598, 615 (M.D.N.C. 1999)
- CRH E., LLC v. Berastain, 2025 NCBC LEXIS 11, at *41 (N.C. Super. Ct. Feb. 4, 2025)
- Harrington Mfg. Co. v. Powell Mfg. Co., 38 N.C. App. 393, 400 (1978)
- Sutton v. Duke, 277 N.C. 94, 103 (1970)
- States Mortg. Co. v. Bond, 2023 NCBC LEXIS 33, at *22 (N.C. Super. Ct. Mar. 6, 2023)
- Revelle v. Chamblee, 168 N.C. App. 227, 230 (2005)
- Window World of St. Louis, Inc. v. Window World of Bloomington, Inc., 2021 NCBC LEXIS 88, at *15, *36 n.12 (N.C. Super. Ct. Oct. 6, 2021)
- First Fed. Bank v. Aldridge, 230 N.C. App. 187, 191 (2013)

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