

FILED

STATE OF NORTH CAROLINA
COUNTY OF WAKE

2022 OCT 10 AM 11:26 GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE CO., C.S.C. 22 CVS 006002

NORTH CAROLINA LANDSCAPE)
CONTRACTORS' LICENSING BOARD,)

Plaintiff,)

v.)

RAUL RENTERIA dba)
RAUL'S LANDSCAPING,)

Defendant.)

CONSENT ORDER

The undersigned Superior Court Judge, having reviewed the signatures of the parties to this document, makes the following findings of fact, conclusions of law, and orders accordingly:

FINDINGS OF FACT

1. Plaintiff, the North Carolina Landscape Contractors' Licensing Board (hereinafter "Plaintiff Board"), is an agency of the State of North Carolina created under the authority of Chapter 89D of the North Carolina General Statutes.
2. Defendant Raul Renteria dba Raul's Landscaping is:
 - a. A citizen and resident of Beaufort County who resides at 86 West Barr Road, Chocowinity, North Carolina; and
 - b. Not presently and was not previously licensed by Plaintiff Board as a "Landscape contractor," as that term is defined by N.C. Gen. Stat. § 89D-11(3).
3. Plaintiff Board is charged with the regulation of landscape contractors in North Carolina and is authorized to bring this action under N.C. Gen. Stat. § 89D-24(a) which provides:

If the Board finds that a person who does not have a license issued under this Chapter is engaging in the practice of landscape construction or contracting, the Board may appear in its own name in superior court in actions for injunctive relief to prevent any person

supervision over the landscape construction and contracting work and who is licensed by the Board under this Chapter.

7. N.C. Gen. Stat. § 89D-13(5) provides a limited exception for projects “where the price of all contracts for labor, material, and other items for a given job site during any consecutive 12-month period is less than thirty thousand dollars (\$30,000).”
8. On or about October 29, 2021, Defendant entered into a landscaping contract with Cypress Landing HOA to provide landscaping services at Cypress Landing in Chocowinity, North Carolina. The contract scope of work included:
 - a. Mowing and maintenance of common areas;
 - b. Planting;
 - c. Laying pine straw and mulch;
 - d. Mowing vacant lots;
 - e. Wetland maintenance;
 - f. Storm cleanup;
 - g. Edging and trimming;
 - h. Weed control and lawn fertilization; and
 - i. Leaf removal.
9. The total annual cost of the contract was \$162,000.00 to be paid in \$13,500.00 per month installments. Additional costs included annual lot mowing of \$15,000.00, wetland maintenance every three years of \$5,000.00, and storm debris clean up at \$50 per hour.
10. By entering into a contract for landscaping services in excess of \$30,000 during a 12-month period without first either obtaining requisite licensure from Plaintiff Board or qualifying

for any of the licensure exemptions set forth in N.C. Gen. Stat. § 89D-13, Defendant has engaged in the unlicensed practice of landscape construction and contracting.

11. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendant from any further conduct in violation of the law.

12. The parties agree and stipulate to the above Findings of Fact and agree to be bound by the terms of the Consent Judgment.

CONCLUSION OF LAW

1. This Court has jurisdiction over the parties and subject matter to this action. Venue is proper.
2. This Court has examined the signatures of the parties, and the parties are bound by all of the stipulations contained herein.
3. Plaintiff Board is charged with regulating the practice of landscape construction and contracting and, therefore, has standing under N.C. Gen. Stat. § 89D-24(1) to seek this injunctive relief.
4. The conduct of Defendant, as set forth in the Findings of Fact above, violates N.C. Gen. Stat. § 89D-12(a) and constitutes the unlicensed practice of landscape construction and contracting.
5. This Order is enforceable by the contempt powers of this Court, including the imposition of fines and/or imprisonment in the event of contempt of this Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- I. That Defendant be permanently enjoined from the practice of landscape construction or contracting in North Carolina, until such time, if ever, Defendant is properly licensed by Plaintiff Board.
- II. That the costs of this action, including Plaintiff Board's reasonable costs associated with the investigation and prosecution of Defendant's violation, be taxed against Defendant in the amount of \$1,500.00. Defendant shall remit payment to the Board within thirty (30) days after service of the fully-executed Order.
- III. That Defendants shall comply with all provisions set forth in N.C. Gen. Stat. § 89D-12 and 13.

This the 10th day of October, 2022.



Superior Court Judge Presiding

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

Raul Renteria dba Raul's Landscaping
Raul Renteria dba Raul's Landscaping

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Sworn to and subscribed before me by Raul Renteria
this the 22 day of September, 2022.

Karen K. Moore
Notary Public

Karen K. Moore
Printed Name of Notary

My Commission Expires: 4/26/2025



BOEREMA BLACKTON

A rectangular box containing a handwritten signature in black ink, which appears to be "J. Walthall".

Joshua Walthall
4801 Glenwood Ave, Suite 200
Raleigh, NC 27612
jwalthall@bobilaw.com
Counsel for Defendant

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

This the 29 day of September 2022.

NORTH CAROLINA LANDSCAPE
CONTRACTORS' LICENSING BOARD

By: [Signature]
Kerry Danger, Chairman

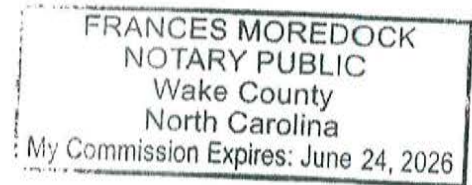
STATE OF NORTH CAROLINA

COUNTY OF Wake

I certify that Kerry Danger personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document:

Sworn to and subscribed before me this the 29th day of September 2022.

Frances Moredock
Notary Public
Frances Moredock
Typed or Printed Notary Name



My Commission Expires: June 24, 2026

NICHOLS, CHOI & LEE, PLLC

By: [Signature]
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