

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF WAKE

SUPERIOR COURT DIVISION

23 CV 032911-910

NORTH CAROLINA LANDSCAPE )  
CONTRACTORS' LICENSING BOARD, )

Plaintiff, )

v. )

CLARK SERVICES, INC., )

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 Clark Services, Inc. ("Defendant") is:
  - a. A corporation organized under the laws of North Carolina with a principal place of business of 5058 NC-87 N, Pittsboro, 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:

4. N.C. Gen. Stat. § 89D-11 defines "Landscape Contractor" as "any person who, for compensation or other consideration does any of the following:
- a. Engages in the business requiring the art, experience, ability, knowledge, science, and skill to prepare contracts and bid for the performance of landscape services, including installing, planting, repairing, and managing gardens, lawns, shrubs, vines, trees, or other decorative vegetation, including the finish grading and preparation of plots and areas of land for decorative utilitarian treatment and arrangement.
  - b. Practices the act of horticulture consultation or planting design for employment purposes.
  - c. Constructs, installs, or maintains landscape drainage systems and cisterns; provided the landscaping contractor makes no connection to pipes, fixtures, apparatus, or appurtenances installed upon the premises, or in a building to supply water thereto or convey sewage or other waste therefrom as defined in G.S. 87-21.
  - d. Designs, installs, or maintains low-voltage landscape lighting systems, provided (i) the work does not exceed the scope of the exception set forth in G.S. 87-43.1(7) and (ii) the low-voltage lighting systems do not exceed 50 volts and constitutes a Class II or Class III cord and plug connected power system.
  - e. Engages in the construction of garden pools, retaining walls, walks, patios, or other decorative landscape features."
5. N.C. Gen. Stat. § 89D-11(2) defines "Landscape construction or contracting" as "The act of providing services as a landscape contractor, as defined in this section for compensation or other consideration."
6. N.C. Gen. Stat. § 89D-12(a) provides:

Except as otherwise provided in this Chapter, no person shall engage in the practice of landscape construction or contracting, use the designation "landscape contractor," or advertise using any title or description that implies licensure as a landscape contractor unless the person is licensed as a landscape contractor as provided by this Chapter. All landscape construction or contracting performed by a partnership, association, corporation, firm, or other group shall be performed under an individual who is readily available to exercise 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. Defendant engaged in the practice of landscape construction or contracting in violation of N.C. Gen. Stat. § 89D-12(a). Specifically, Defendant entered into a landscaping contract with Samet Corp to provide landscaping services at Solis Hills Apartments, 1331 Chester Rd., Raleigh, North Carolina. The contract scope of work included:
  - a. Landscape services; and
  - b. Irrigation services.

The total cost of the contract was \$473,500.00.

9. By entering into a contract for landscaping services in excess of \$30,000.00 during a 12-month period without first 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.
10. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendant from any further conduct in violation of the law.
11. 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.

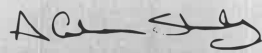
**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

- 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 and attorneys' fees associated with the investigation and prosecution of Defendant's violation, be taxed against Defendant in the amount of \$480.00 Defendant shall remit payment to the Board within thirty (30) days after service of the fully-executed Order.

III. That Defendant shall comply with all provisions set forth in N.C. Gen. Stat. § 89D-12 and 13.

This the 31<sup>st</sup> day of January, 2024.



1/31/2024 2:29:15 PM

Superior Court Judge Presiding



*[Faint, illegible text, likely a signature or official stamp]*



**CONSENTS:**

Consent to entry of the foregoing is hereby acknowledged.

**NORTH CAROLINA LANDSCAPE  
CONTRACTORS' LICENSING BOARD**

By:   
Kerry Danger, Chairman

STATE OF NORTH CAROLINA            )  
  ) ss.:  
COUNTY OF Wake                    )

I, Frances Moredock, a Notary Public of the aforesaid County and State do hereby certify that Kerry Danger, appeared before me this day and acknowledged the due execution of the foregoing Affidavit of Service.

Witness my hand and notarial seal, this the 29<sup>th</sup> day of January, 2024.

  
Signature of Notary Public

Frances Moredock  
Typed or Printed Notary Name

My Commission Expires: June 24, 2026

FRANCES MOREDOCK  
NOTARY PUBLIC  
Wake County  
North Carolina  
My Commission Expires: June 24, 2026

**HEDRICK GARDNER KINCHELOE  
& GAROFALO, LLP**

  
A. Grant Simpkins  
NC State Bar # 54990  
4131 Parklake Ave., #300  
Raleigh, NC 27612  
Phone: (919) 341-2636  
Fax: (919) 647-4485  
Email: [gsimpkins@hedrickgardner.com](mailto:gsimpkins@hedrickgardner.com)

**CONSENTS:**

Consent to entry of the foregoing is hereby acknowledged.

**CLARK SERVICES, INC.**

By: 

Paul Clark  
Print Name

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

I, Geraldine Ransom, a Notary Public of the aforesaid County and State do hereby certify that PAUL BENJAMIN CLARK, appeared before me this day and acknowledged the due execution of the foregoing Affidavit of Service.

Witness my hand and notarial seal, this the 23rd day of JANUARY, 2024.



Geraldine Ransom  
Signature of Notary Public  
Geraldine Ransom  
Typed or Printed Notary Name  
My Commission Expires: 09/13/2028