

STATE OF NORTH CAROLINA BY: S. Smallwood IN THE GENERAL COURT OF JUSTICE
COUNTY OF WAKE SUPERIOR COURT DIVISION
23 CVS 032962-910

NORTH CAROLINA LANDSCAPE)
CONTRACTORS' LICENSING BOARD,)
)
Plaintiff,)
)
v.)
)
CAROLINA GREENS OF SC, 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. Upon information and belief, Defendant Carolina Greens of SC, Inc (“Defendant”) is:
 - a) A corporation organized under the laws of South Carolina with a principal place of business of 2310 Highway 179, Little River, South Carolina, 29566, and is not registered to do business in the State of 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).
2. 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 from violating the provisions of this Chapter or the rules adopted by the Board.
3. 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.”
4. 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.”
5. 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.
6. 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).”
7. Defendant engaged in the practice of landscape construction or contracting in violation of N.C. Gen. Stat. § 89D-12(a). Specifically, on April 5, 2023, Defendant entered into a

landscaping subcontractor contract with MV Commercial Construction, LLC to provide landscaping services at 7185 Town Center Rd., Calabash, North Carolina.

8. The cost of the contract for landscaping was \$35,435.00 and \$17,500.00 for irrigation with a total cost of \$52,935.00.
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. 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 and attorneys' fees associated with the investigation and prosecution of Defendant's violation, be taxed against Defendant in the amount of \$812.50 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 20th day of February, 2024.



Superior Court Judge Presiding

2/20/2024 2:41:07 PM

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

CAROLINA GREENS OF SC, INC.

By: Tom Dohring
Tom Dohring
Tom Dohring
Print Name

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

I, Kentley Lipps, a Notary Public of the aforesaid County and State do hereby certify that Tom Dohring, appeared before me this day and acknowledged the due execution of the foregoing Affidavit of Service.

Witness my hand and notarial seal, this the 1st day of Feb, 2024

Kentley Lipps
Signature of Notary Public
Kentley Lipps
Typed or Printed Notary Name
My Commission Expires: 1/20/2031

KENTLEY LIPPS
Notary Public, State of South Carolina
My Commission Expires 01/20/2031

