

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CV016053-910

NORTH CAROLINA LANDSCAPE)
CONTRACTORS' LICENSING BOARD,)
)
Plaintiff,)
)
v.)
)
JOSE CRUZ RAMIREZ-SALINAS t/a)
RAMIREZ LAWN & LANDSCAPING,)
)
Defendant.)

CONSENT JUDGMENT

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. Upon information and belief, Defendant Jose Cruz Ramirez-Salinas t/a Ramirez Lawn & Landscaping ("Defendant") is:
 - a) Is a citizen and resident of Henderson County who resides at 61 Kayla Susan Road, Hendersonville, North Carolina; and
 - b) Not presently nor has been 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 from violating the provisions of this Chapter or the rules adopted by the Board.

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, on January 12, 2024, Defendant submitted an invoice to Freddie Laker (“Laker”) to provide landscaping services at 101 Horizon Lane, Flat Rock, Henderson County, North Carolina.
9. The total project cost listed on the invoice was \$37,000.00.
10. On January 24, 2024, Defendant submitted a second invoice to Laker to provide landscaping services at 101 Horizon Lane, Flat Rock, Henderson County, North Carolina.
11. The total project cost listed on the invoice was \$34,500.00.
12. By submitting invoices 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.
13. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendant from any further conduct in violation of the law.
14. 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 and advertising as licensed, until such time, if ever, Defendant is properly licensed by Plaintiff Board.
- II. That reasonable attorney’s fees and the costs of this action shall be taxed against Defendant and that Defendant shall forward a certified check or money order, made payable to ‘North Carolina Landscape Contractors’ Licensing Board’ in the amount of \$701.87 (filing fee and attorneys’ fees). Payments should be forwarded to Hedrick

Gardner Kincheloe & Garofalo, LLP, c/o Anna Baird Choi, 4131 Parklake Avenue, Suite 300, Raleigh, NC 27612, within ten (10) days of service of this signed Consent Order upon Defendant.

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

IT IS SO ORDERED. 7/10/2024



Superior Court Judge Presiding

7/10/2024 6:56:06 AM

**HEDRICK GARDNER KINCHELOE
& GAROFALO, LLP**



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