

STATE OF NORTH CAROLINA BY: S. Smallwood IN THE GENERAL COURT OF JUSTICE
COUNTY OF WAKE SUPERIOR COURT DIVISION
24CV028402-910

NORTH CAROLINA LANDSCAPE)
CONTRACTORS' LICENSING BOARD,)
)
Plaintiff,)
)
v.)
)
HEIGHT'S YARD SERVICE, LLC,)
)
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. Defendant Height's Yard Service, LLC, ("Defendant") is:
 - a. A limited liability company organized under the laws of North Carolina with a principal place of business of 1975 Ashmont Road, Aberdeen, Moore County, North Carolina. Travis McGougan is the Registered Agent and Managing Member; 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 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, from July, 2023 through December, 2023, Defendant provided landscape services to Alvin Sims (“Sims”) for a property located at 21 Oak Hill Drive, Jackson Springs, NC 27281.
9. On or about July 13, 2023, Defendant submitted an invoice to Sims in the amount of \$11,118.85, for the above referenced project.
10. On or about August 15, 2023, Defendant submitted an invoice to Sims in the amount of \$650.00, for the above referenced project.
11. On or about November 19, 2023, Defendant submitted an invoice to Sims in the amount of \$10,027.00, for the above referenced project.
12. On or about December 4, 2023, Defendant submitted an invoice to Sims in the amount of \$9,308.74, for the above referenced project.
13. On an unknown date, Defendant submitted an invoice to Sims in the amount of \$10,563.00, for the above referenced project.
14. Defendant advertises on its business cards that it is “Licensed/Insured.”
15. By entering into a contract for landscaping services in excess of \$30,000.00 during a 12-month period and advertising as licensed, 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.
16. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendant from any further conduct in violation of the law.
17. 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 Defendant be permanently enjoined from advertising as a license landscape contractor in North Carolina, until such time, if ever, Defendant is properly licensed by Plaintiff Board.
- III. 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 \$893.28 Defendant shall remit payment to the Board within thirty (30) days after service of the fully-executed Order.
- IV. That Defendant shall comply with all provisions set forth in N.C. Gen. Stat. § 89D-12 and 13.

SO ORDERED, this 8th day of January 2025.



Superior Court Judge Presiding

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

HEIGHT'S YARD SERVICE, LLC

By: (Owner) Travis McGeagan

Travis McGeagan
Print Name

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

I, Jeffery Markham, a Notary Public of the aforesaid County and State do hereby certify that Travis McGeagan, appeared before me this day and acknowledged the due execution of the foregoing Affidavit of Service.

Witness my hand and notarial seal, this the 19 day of December, 2024.

Jeffery Markham
Notary Public
Moore County, NC
My commission expires May 1, 2025

Jeffery Markham
Signature of Notary Public

Jeffery Markham
Typed or Printed Notary Name

My Commission Expires: May 1, 2025

THARRINGTON SMITH, LLP

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Attorney for Defendant

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

**NORTH CAROLINA LANDSCAPE
CONTRACTORS' LICENSING BOARD**

By: *Kerry Danger*
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 23rd day of December, 2024.

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

Frances Moredock
Signature of Notary Public

Frances Moredock
Typed or Printed Notary Name

My Commission Expires: June 24, 2026

**HEDRICK GARDNER KINCHELOE
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