

STATE OF NORTH CAROLINA BY: S. Smallwood IN THE GENERAL COURT OF JUSTICE
COUNTY OF WAKE SUPERIOR COURT DIVISION
26CV016516-910

NORTH CAROLINA LANDSCAPE)
CONTRACTORS' LICENSING BOARD,)
)
Plaintiff,)
)
v.)
)
BEAN BROTHERS LANDSCAPING L.L.C.)
and NATHAN EDWARD BEAN,)
)
Defendants.)

CONSENT JUDGMENT

IT APPEARING to the Court that Defendants having been properly served with process in this action; that the Court has jurisdiction over the Defendants; and having considered the pleadings of record, the Court makes the following:

FINDINGS OF FACT

1. Plaintiff, the North Carolina Landscape Contractors' Licensing Board ("Plaintiff" or the "Board") is an agency of the State of North Carolina, created under the authority of Chapter 89D of the General Statutes of North Carolina. Plaintiff's principal office is located in Raleigh, Wake County, North Carolina.
2. Defendant Bean Brothers Landscaping L.L.C. ("Defendant LLC") is a limited liability company organized and existing under the laws of the State of North Carolina, having its principal office located at 1869 Cline Farm Road, Lincolnton, Lincoln County, North Carolina. Pursuant to N.C. Gen. Stat. § 57D-3-20, all LLCs are managed by their managers. Defendant Nathan Edward Bean ("Defendant Bean") is the Registered Agent and Managing Member for Defendant LLC.
3. Defendant Bean is a resident of Lincoln County, North Carolina.

4. 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.

5. N.C. Gen. Stat. § 89D-11(2) defines “Landscape construction or contracting” as, “[t]he act of providing services as a landscape contractor, as defined in this section for compensation or other consideration.”

6. N.C. Gen. Stat. § 89D-11(3) defines “Landscape Contractor” as follows:

Landscape Contractor – 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, and landscape features.

7. 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.

8. As of the date that the above-captioned action was filed, Plaintiff asserted that the Defendants were not holders of a valid license to engage in the practice of landscape construction or contracting in North Carolina. Defendant Bean is not currently and has never held a valid landscape contractors’ license in North Carolina. As of this Consent Judgment, Defendant LLC currently holds a valid landscape contractors license in North Carolina.
9. On April 30, 2026, the Board initiated the above-caption litigation against Defendants by filing a Complaint and Motion for Preliminary and Permanent Injunction (the “Motion”) requesting that the Court issue an order to enjoin Defendants from engaging in the unlicensed practice of landscape construction and contracting in North Carolina.
10. On or about May 4, 2026, Defendants were in fact served with the Complaint and Motion for Preliminary and Permanent Injunction, and Summons, in accordance with N.C. R. Civ. P., Rule 4(j)(1) and 4(j)(6).
11. On or about July 26, 2025, Defendants entered into a contract with Derek and Ashley Wise (the “Wises”) to perform landscape construction or contracting at 8528 North Carolina 18

S, Connelly Springs, Burke County, North Carolina (the “Wise Project”). The total project cost listed on the contract for the Wise Project was \$44,900.90.

12. On or about August 14, 2025, Defendants initiated landscape construction or contracting for the Wise Project.

13. On or about October 16, 2025, Defendants invoiced the Wises in the amount of \$43,072.52 for providing landscape construction or contracting for the Wise project.

14. On or about October 21, 2025, the Wises issued a wire transfer to Defendants in the sum of \$10,027.21 for the Wise project.

15. On or about May 24, 2025, Defendants entered into a contract with Chris and Nina Osmun (the “Osmuns”) to perform landscape construction or contracting at 5015 Albert Williams Road, Connelly Springs, Burke County, North Carolina (the “Osmun Project”). The Osmuns issued a payment to Defendants in the amount of \$6,672.56.

16. The total project cost for the Osmun Project was \$118,952.75.

17. On or about August 12, 2025, Defendants initiated landscape construction or contracting for the Osmun Project. The Osmuns issued a payment to Defendants in the amount of \$17,000.00.

18. On or about January 1, 2026, Defendants invoiced the Osmuns in the total amount of \$133,683.12, more or less, for providing landscape construction or contracting for the Osmun project.

19. On or about July 21, 2025, Defendants entered into a contract with Jeff and Patsy Holt (the “Holts”) to perform landscape construction or contracting at 7446 Stonewall Street, Lake Norman of Catawba, Catawba County, North Carolina (the “Holt Project”). The total project cost listed on the contract for the Holt Project was \$13,694.18.

20. On or about November 10, 2025, Defendants entered into a contract with the Holts to perform landscape construction or contracting for the Holt Project. The total project cost listed on the contract for the Holt Project was \$44,000.00.
21. Plaintiff asserts that Defendants have engaged in the practice of landscape construction or contracting in North Carolina, in violation of N.C. Gen. Stat. § 89D-12(a), by holding themselves out to be licensed landscape contractors and performing landscape construction or contracting. Defendants dispute this assertion.
22. Plaintiff asserts that by Defendants holding itself out as being a licensed “Landscape Contractor” without first obtaining requisite licensure from Plaintiff Board or qualifying for any of the licensure exceptions set forth in N.C. Gen. Stat. § 89D-13, Defendants have engaged in the unlicensed practice of landscape construction and contracting. Defendants dispute this assertion.
23. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendants from any further conduct in violation of the law.
24. While all parties were prepared to proceed with litigating the various claims and the contested matters raised in the Motion, due to the unknown costs and risk associated with litigating and defending the substantive claims and contested matters, the Parties agreed to this Consent Order, in order to resolve the disputes surrounding the issues and claims the parties may have in this above-captioned action.
25. The parties agree and stipulate to the above findings of fact and agree to be bound by the terms of this Consent Judgment.

CONCLUSIONS OF LAW

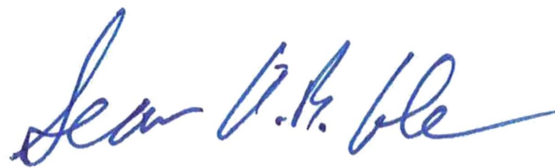
From the above Findings of Fact, the Court concludes as a Matter of Law:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. This Court has examined the signatures of the parties, and the parties are bound by all stipulations contained herein. The Board has standing under N.C. Gen. Stat. § 89D-24(a) to seek this injunctive relief.
3. Plaintiff asserts that Defendants have violated N.C. Gen. Stat. § 89D-12(a), by entering into contracts, superintending and managing the project, holding themselves out as a landscape contractor, and receiving payments. Defendants dispute this assertion but agree that Defendant Bean should be enjoined from the practice of landscape construction and contracting in the State of North Carolina until such time, if ever, that Defendant Bean becomes properly licensed.
4. 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.

IT IS ORDERED, ADJUDGED AND DECREED that Defendant Bean ought to be and hereby are **PERMANENTLY ENJOINED** as follows:

- I. Defendant Bean is hereby perpetually enjoined and restrained, in any manner, directly or indirectly, from holding himself out to be licensed landscape contractors or performing landscape construction and contracting in North Carolina, until such time, if ever, Defendant Bean is properly licensed by Plaintiff Board; and
- II. That Defendant Bean shall comply with all provisions set forth in N.C. Gen. Stat. § 89D-12.

This the 1st day of July, 2026_{7/1/2026 11:34:37 AM}

A handwritten signature in blue ink, appearing to read "Sean D. H. Ble", is written above a horizontal line.

Wake County Superior Court
Judge Presiding

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

NATHAN EDWARD BEAN


Signature

STATE OF North Carolina

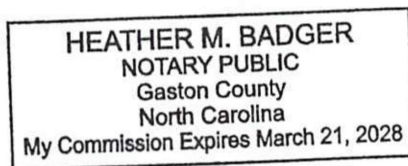
COUNTY OF mecklenburg

Subscribed to and sworn to before me by Nathan Bean, this the

24 day of June, 2026.

Heather M. Badger
Notary Public

Heather M. Badger
Printed Name of Notary



My Commission Expires: march 21, 2028

GRIER WRIGHT MARTINEZ PA

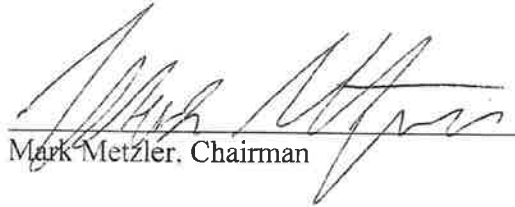

Michael L. Martinez
Attorney for Defendant Nathan Edward Bean

CONSENTS:

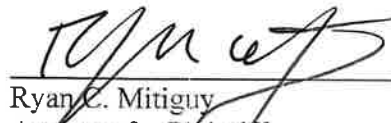
Consent to entry of the foregoing is hereby acknowledged.

**NORTH CAROLINA LANDSCAPE
CONTRACTORS' LICENSING BOARD**

By:


Mark Metzler, Chairman

**HEDRICK GARDNER KINCHELOE &
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