

DATE: July 1, 2026

TIME: 07/01/2026 11:55:40 AM

WAKE COUNTY

SUPERIOR COURT JUDGES OFFICE

STATE OF NORTH CAROLINA BY S. Smallwood

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

COUNTY OF WAKE

26CV020279-910

NORTH CAROLINA LANDSCAPE)
CONTRACTORS' LICENSING BOARD,)

Plaintiff,)

v.)

YARDIE, LLC and ERIC SCOTT BALDWIN,)

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 Yardie, LLC ("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 5036 Winterville Parkway, Winterville, Pitt County, North Carolina. Pursuant to N.C. Gen. Stat. § 57D-3-20, all LLCs are managed by their managers. Defendant Eric Scott Baldwin ("Defendant Baldwin" and collectively with Defendant LLC, the "Defendants"), is the Registered Agent and Managing Member for Defendant LLC.
3. Defendant Baldwin is a resident of Pitt 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. Defendants are not now, and have never been, holders of a valid license to engage in the practice of landscape construction or contracting in North Carolina.
9. On May 28, 2026, the Board initiated the above-caption litigation against Defendants by filing a Complaint and Motion for Preliminary and Permanent Injunction 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 June 5, 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(j5).
11. On or about August 12, 2025, Defendants provided an estimate to Chris and Lauren Gregory (the "Gregorys") to perform landscape construction or contracting, specifically installing brick pillars, a concrete pool deck and coping, a flagstone patio, and fencing, at 4456 North Carolina 222, Fountain, Pitt County, North Carolina (the "Project"). The total project cost listed on the estimate for the Project was \$69,270.00.
12. On or about September 22, 2025, Defendants entered into a contract with the Gregorys for the Project. Defendants issued to the Gregorys landscape design plans and drawings for the Project. The total project cost listed on the contract for the Project was \$62,539.28.
13. The Gregorys issued a deposit payment to Defendants in the amount of \$28,500.00 for the Project.
14. 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.
15. By 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.

16. Plaintiff Board is entitled to have the Court restrain and permanently enjoin Defendants from any further conduct in violation of the law.
17. Defendants 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.
3. This Board has standing under N.C. Gen. Stat. § 89D-24(a) to seek this injunctive relief.
4. 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 should be enjoined from the practice of landscape construction and contracting in the State of North Carolina until such time, if ever, that Defendants become properly licensed.
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.

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

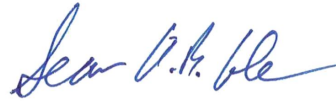
- I. Defendants are hereby perpetually enjoined and restrained, in any manner, directly or indirectly, from the practice of landscape construction and contracting in North Carolina, until such time, if ever, Defendants are properly licensed by Plaintiff Board.
- II. That the costs of this action, including Plaintiff's reasonable costs associated with the filing and service of Defendants' violation, be taxed against Defendants in the amount of

\$1,248.45. Defendants shall remit payment to the Board within thirty (30) days after service of the fully-executed Order.

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

7/1/2026 11:36:04 AM

This the 1st day of July, 2026.



Wake County Superior Court
Judge Presiding

CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

YARDIE, LLC

By: Eric Scott Baldwin

Eric Scott Baldwin
Print Name

ERIC SCOTT BALDWIN

Eric Scott Baldwin
Signature

STATE OF NC

COUNTY OF Pitt

Subscribed to and sworn to before me by Eric Scott Baldwin, this the
16 day of June, 2026.

Diane M. Hill
Notary Public

Diane M. Hill
Printed Name of Notary

My Commission Expires: 3-2-31



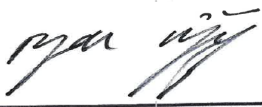
CONSENTS:

Consent to entry of the foregoing is hereby acknowledged.

**NORTH CAROLINA LANDSCAPE
CONTRACTORS' LICENSING BOARD**

By: 
Mark Metzler, Chairman

**HEDRICK GARDNER KINCHELOE &
GAROFALO LLP**



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