

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE NORTH CAROLINA
LOCKSMITH LICENSING BOARD

IN RE:

EC 24-192

DUDI LANKRY (License # 2228),
Licensee.

CONSENT ORDER OF DISCIPLINE

THIS CAUSE, is before the North Carolina Locksmith Licensing Board ("Board") in Ethics Complaint 24-192, and with Licensee Mr. Dudi Lankry (License # 2228) ("Licensee") for consideration of an entry of a Consent Order in lieu of an administrative hearing. The Board and Licensee are collectively referred to as the "Parties."

The Parties stipulate and agree to the findings of fact and conclusions of law recited in this Consent Order of Discipline ("Consent Order"). The Parties consent to the discipline imposed by this Consent Order. Licensee enters this Consent Order knowingly, freely, and voluntarily, and with the assistance of counsel of Licensee's choosing. Licensee does not challenge in any way the sufficiency of the Findings of Fact or Conclusions of Law.

With Licensee's consent, the Board makes the following:

FINDINGS OF FACT

1. The Board is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted to it in Chapter 74F of the General Statutes of North Carolina, 21 NCAC 29 *et seq.*, and the rules and regulations of the North Carolina Locksmith Licensing Board.

2. Licensee applied for and obtained License # 2228 on November 19, 2019, which is set to expire on November 19, 2025.

3. Licensee is, and was at all times referred to herein, a licensed locksmith licensed to perform and offer locksmith services, as defined in N.C. Gen. Stat. § 74F-4(5), in North Carolina.

4. Licensee does business as and through the following entities:

- a. DKNY Locksmith, LLC (NC SOSID 2086192)
- b. DLKY LLC (NC SOSID 1771191)
- c. Seven Eleven Locksmith LLC (NC SOSID 2685467)
- d. Fast Locksmith LLC (NC SOSID 2761137)
- e. Locksmith Raleigh LLC (NC SOSID 2749444)

5. Licensee, through DLKY LLC, is co-President of DKNY Locksmith, LLC.
6. On or about December 21, 2018, DKNY Locksmith, LLC filed an assumed business name certificate in Wake County, North Carolina, to establish "DKNY Locksmith" as an assumed business name.
7. Licensee has registered only DLKY, LLC with the Board pursuant to 21 NCAC 29 .0502(f).
8. On March 8, 2024, M.H., the owner of a bakery, Sweetheart Treats, located on or about 6150 Rogers Rd., Rolesville, North Carolina 27571 was locked out of her business. M.H. searched for a locksmith on Google and called a phone number that was routed to Mr. Kfir Cohen (License # 2173) ("Service Call"). Mr. Cohen directed Licensee to respond to the Service Call.
9. Licensee responded to the Service Call. Licensee tried to remove the mortise lock on the bakery door with vise grips and damaged the bakery door. Licensee drilled and changed the mortise lock on the bakery door and failed to properly install the new mortise lock.
10. DKNY Locksmith charged M.H. \$653.00 for the Service Call, which included charges for the service call the new mortise lock, drilling the old lock and installing the new lock, and cleaning the mortise lock and lubricating the parts. The billed amount appeared on DKNY Locksmith letterhead and directed payment to DKNY Locksmith.
11. M.H. attempted to call DKNY Locksmith, report the incorrect work, and dispute the billed. Licensee did not respond to M.H.
12. On or about March 12, 2024, M.H. filed a complaint EC 24-192 ("Complaint") with the Board and alleged Licensee, on behalf of DKNY Locksmith, performed improper work, damaged her door, was not forthcoming in communicating pricing, and did not communicate in response to her concerns regarding the Service Call.
13. DKNY Locksmith, sent M.H. a revised invoice, Invoice #1489, for \$638.00.
14. M.H. paid DKNY Locksmith \$638.00, which amount was directed to Mr. Kfir Cohen.
15. On May 2, 2024, the Board notified Licensee of the Complaint and requested information from Licensee regarding the same.
16. Licensee agrees the Service Call work was performed incorrectly, and agrees M.H.'s bakery door was damaged.
17. Currently, there are other pending complaints against Licensee that Licensee has not yet responded to but will be resolved, as set forth below, as part of this Consent Order. These pending complaints are EC 24-196, EC 24-204, and one matter dated on or about August 22 and

28, 2024 involving the unlicensed practice of locksmithing by Mitchell Gelb. These pending complaints are referred to herein as "Stayed Cases" and are only stayed as to Licensee.

CONCLUSIONS OF LAW

1. Licensee is subject to Chapter 74F of the General Statutes of North Carolina, Title 21, Chapter 29 of the North Carolina Administrative Code.
2. Licensee is subject to the jurisdiction of the Board.
3. The Board is authorized under Article 3A, Chapter 150B of the North Carolina General Statutes to hear this matter.
4. Pursuant to N.C. Gen. Stat. § 74F-15(a), the Board may *inter alia* suspend or revoke a license if the Licensee has demonstrated gross negligence, incompetency, or misconduct in performing locksmith services, or has willfully violated any provision of Chapter 74F of the General Statutes of North Carolina.
5. Pursuant to 21 NCAC 29 .0501, Licensee shall comply with the provisions of Title 21, Chapter 29 of the North Carolina Administrative Code, and failure to do so may result in disciplinary action by the Board.
6. Pursuant to 21 NCAC 29 .0502(a), Licensee shall conduct all business in compliance with all applicable local, State, and federal laws.
7. Pursuant to 21 NCAC 29 .0502(f), Licensee shall register with the Board all business names Licensee utilizes to engage in locksmith services, and directs that all advertising for locksmith services in North Carolina shall be in the registered name(s) of the licensed locksmith.
8. Pursuant to 21 NCAC 29 .0503(a), Licensee shall refrain from allowing his specialized skill, knowledge, or access to tools information to be used in a manner that puts the safety and security of the public at risk.
9. Pursuant to 21 NCAC 29 .0504(a) Licensee shall service and install security devices at the highest level of security afforded by the manufacturer of the product.
10. Pursuant to N.C. Gen. Stat. § 74F-15(b), the Board may assess the costs of a disciplinary action, including attorneys' fees, against Licensee if Licensee is found to be in violation of Chapter 74F of the General Statutes of North Carolina.
11. Licensee violated Chapter 74F of the General Statutes of North Carolina, Title 21, Chapter 29 of the North Carolina Administrative Code, and the rules and regulations of the North Carolina Locksmith Licensing Board.

BASED upon the foregoing Findings of Fact and Conclusions of Law, and in lieu of further proceedings, Licensee wishes to resolve this matter by consent and agrees that Board staff and counsel may discuss this Consent Order with the Board *ex parte* whether or not the Board accepts this Consent Order as written;

WHEREAS Licensee acknowledges that he has read this entire document, with the benefit of counsel, and understands the document;

WHEREAS Licensee acknowledges that he enters into this Consent Order knowingly, freely, and voluntarily;

WHEREAS Licensee acknowledges that he has had full and adequate opportunity to confer with legal counsel in connection with this matter;

WHEREAS Licensee understands that this Consent Order must be presented to the Board for approval and that Respondent hereby waives any argument that any Board members considering this Consent Order are disqualified from participating in a hearing of this matter; and

WHEREAS the Board has determined that the public interest is served by resolving this matter as set forth below.

THEREFORE, with the consent of Licensee, it is ORDERED that:

1. Licensee's License # 2228 is suspended for a term of twelve (12) months ("Suspension"), commencing upon the date this Consent Order is mutually executed by the Parties ("Effective Date").
2. With Licensee's consent, the Suspension shall be stayed and the License conditionally restored for a period of six (6) months ("Probationary Period") from Effective Date, subject to the following conditions herein.
3. Within thirty (30) days of the Effective Date, Licensee shall bring all business entities, DBAs, assumed names, and/or trade names into compliance with all North Carolina Locksmith licensing laws and regulations.
4. During the Probationary Period, Licensee shall not practice, or allow others to practice, locksmithing without a valid North Carolina Locksmith license or apprentice license.
5. During the Probationary Period, Licensee shall abide by all North Carolina Locksmith licensing laws and regulations.
6. During the Probationary Period, Licensee shall incur no new violations of any North Carolina Locksmith licensing laws or regulations. This means no new alleged violations reported on or after the Effective Date.

7. Licensee is assessed costs and attorneys' fees in the amount of \$3,500.00 pursuant to N.C. Gen. Stat. § 74F-15(b). Within thirty (30) days of the Effective Date, Licensee shall pay such amount to the Board.

8. Compliance: If Licensee complies with all provisions of this Consent Order during the Probationary Period, the stayed Suspension shall be dissolved and the Stayed Cases shall be dismissed as to Licensee on the immediate calendar day following the end of the Probationary Period. At such time, Licensee may proceed forward as a licensed locksmith, subject to all existing renewal date(s) and requirements.

9. Noncompliance: If Licensee fails to comply with any provision of this Consent Order or breaches any term or condition thereof, either in substance or timing, upon written demand pursuant to N.C. Gen. Stat. § 1A-1, Rule 5, Licensee shall surrender his License to the Board for the period of stayed Suspension described above and the stayed Suspension shall be activated. If Licensee disputes that such a violation has occurred, then he must file a written objection with the Board within ten (10) business days of the date of the notice of the violation to request a show cause hearing, and Licensee shall serve such written objection pursuant to N.C. Gen. Stat. § 1A-1, Rule 5. The notice to the Board shall contain with specificity the violation(s) disputed. Upon receipt of this notice of written objection, the Board shall schedule a show cause hearing before the Board at the next scheduled meeting date.

- a. If Licensee does not file and serve a written objection to the Board, the activated Suspension shall begin the immediate calendar day following the ten (10) business day objection period, and shall run for a period of twelve (12) months.
- b. If Licensee does timely file and serve a written objection to the Board and the Board determines that Licensee failed to comply with any provision of this Consent Order and/or breached any term or condition thereof, the Board shall suspend Licensee's License starting the day of the Board's written determination, and such term shall run for a period of twelve (12) months. Activating such suspension shall not prohibit the Board from activating, hearing, and/or adjudicating the Stayed Cases and/or other newly reported Ethics Complaints concerning Licensee. Activating such suspension shall not prohibit the Board from hearing and adjudicating new Ethics Complaints against Licensee that were filed after the Effective Date.
- c. If Licensee does timely file and serve a written objection to the Board and the Board does not determine that Licensee failed to comply with any provision of this Consent Order and/or breached any term or condition thereof, the Board shall not activate the twelve (12) month suspension pursuant to this Consent Order and shall not activate the Stayed Cases.
- d. If Licensee does timely file and serve a written objection to the Board, Licensee shall remain actively licensed to practice locksmithing in NC unless and until the Board determines that Licensee failed to comply with this Consent Order at a duly noticed show cause hearing at which Licensee has the opportunity to demonstrate why he believes he did not violate the terms of this Consent Order.

10. Waiver: Failure by Licensee to file a written objection with the Board within the designated time period will be construed to mean the Licensee is not contesting the matter and all further proceedings to which Licensee is otherwise entitled to by law are hereby waived.

11. Modification: No modification or waiver of any provision of this Consent Order shall have any effect unless made in writing, adopted and approved by the Board, and signed by the Board and Licensee.

12. This Consent Order shall take effect immediately upon its execution by the Board and Licensee.

13. This Consent Order reflects the entire agreement between the Board and Licensee.

14. The Board and Licensee participated in the drafting of this Consent Order. Any ambiguities herein shall not be construed against either party in any future civil or administrative proceeding.

15. Upon execution by the Board and Licensee, this Consent Order shall become a public record within the meaning of Chapter 132 of the North Carolina General Statutes and shall be subject to public inspection and dissemination pursuant to the provisions thereof.

[SIGNATURES ON FOLLOWING PAGES]

STATEMENT OF CONSENT

The undersigned does hereby certify that he has read the foregoing Consent Order in its entirety and that he knowingly, freely, and voluntarily admits that there is a factual basis for the Findings of Fact set forth therein, that the Findings of Fact support the Conclusions of Law, that he will not contest the Findings of Fact should further disciplinary action be warranted in this matter, and that Licensee assents to the terms and conditions set forth therein.

The undersigned directs his counsel to accept service of the fully executed Consent Order via first-class mail addressed as follows:

Mr. Hart Miles
Cheshire Parker Schneider, PLLC
133 Fayetteville Street, Suite 400
P.O. Box 1029
Raleigh, NC 27602
Hart.Miles@cheshirepark.com

This the 11 day of Nov, 2024.

Dudi Lankry
Dudi Lankry, Licensee, License # 2228

Date: November 11, 2024

STATE OF NORTH CAROLINA

COUNTY OF Cabarrus

Sworn to and subscribed before me this
the 11 day of November 2024.

Grace Beichner
NOTARY PUBLIC
Rowan County, North Carolina
My Commission Expires 07/20/2026

Grace Beichner
Notary Public

Grace Beichner

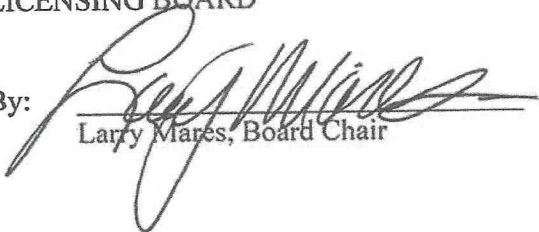
Typed or Printed Name

My Commission Expires: July 20, 2026

Approved by the Board this the 13 day of November 2024.

NORTH CAROLINA LOCKSMITH
LICENSING BOARD

By:


Larry Mares, Board Chair