

STATE OF NORTH CAROLINA

WAKE COUNTY

FEB 13 2026
FILED DHC
BEFORE THE
DISCIPLINARY HEARING COMMISSION
OF THE
NORTH CAROLINA STATE BAR
25 DHC 7

THE NORTH CAROLINA STATE BAR,

Plaintiff

v.

J. MICHAEL EDNEY, Attorney,

Defendant

CONSENT
ORDER OF DISCIPLINE

THIS MATTER was considered by a Hearing Panel of the Disciplinary Hearing Commission (DHC) composed of Christon S. Halkiotis, Chair, and members Bradley N. Schulz and Tywana D. Frazier. Jennifer A. Porter represented Plaintiff, the North Carolina State Bar. Defendant, J. Michael Edney, was represented by W. Scott Jones and W. Bradford Searson.

The parties stipulate and agree to the findings of fact and conclusions of law recited in this Consent Order. The parties consent to the discipline imposed by this Order. By consenting to this Order, Edney knowingly, freely, and voluntarily waives his right to appeal this Consent Order or to challenge in any way the sufficiency of the findings.

Based upon the stipulated facts and upon the consent of the parties, the Hearing Panel hereby finds by clear, cogent, and convincing evidence the following

FINDINGS OF FACT

1. Plaintiff, the North Carolina State Bar (“State Bar”), is a body duly organized under the laws of North Carolina and is the proper party to bring this proceeding under the authority granted it in Chapter 84 of the General Statutes of North Carolina, and the Rules and Regulations of the North Carolina State Bar (Chapter 1 of Title 27 of the North Carolina Administrative Code).

2. Defendant, J. Michael Edney, was admitted to the North Carolina State Bar in 1985, and is, and was at all times referred to herein, an attorney at law licensed to practice in North Carolina, subject to the laws of the State of North Carolina, the Rules and Regulations of the North Carolina State Bar and the Rules of Professional Conduct.

3. During all or part of the relevant periods referred to herein, Edney was engaged in the practice of law in the State of North Carolina and maintained a law office in Hendersonville, Henderson County, North Carolina.

Trust Account

4. Edney's trust accounts were subject to a random audit in February 2022.
5. At the time of the random audit, Edney maintained two general trust accounts and three dedicated fiduciary accounts.
6. One of the trust accounts maintained by Edney was at TD Bank, N.A.
7. The records examined during the random audit showed that Edney had engaged in the following conduct with his trust and fiduciary accounts as of February 2022:
 - a. Edney failed to conduct the required monthly reconciliations of his trust accounts, consisting of comparing the balance of each respective account in his records with the bank statement balance for the account.
 - b. Edney failed to conduct the required quarterly reconciliations of his trust accounts, consisting of comparing the total of positive subsidiary ledger balances with the general ledger balance and adjusted bank statement balance for each account.
 - c. Edney failed to create and maintain reports signed by him for the required monthly and quarterly trust account reconciliations.
 - d. Edney failed to create and maintain reports signed by him for the required monthly reviews of his trust and fiduciary account records.
 - e. Edney failed to review a random sampling of transactions in the trust accounts and fiduciary accounts maintained by him each quarter.
 - f. Edney failed to create and maintain reports signed by him of the required quarterly reviews of transactions in his trust and fiduciary accounts.
 - g. Edney failed to provide annually to clients written accountings of the receipts and disbursements of all trust funds held in trust for such clients for more than one year.
 - h. Edney failed to maintain and keep current a ledger of attorney funds in the trust account to service the account.
 - i. Edney disbursed more funds from the trust account for a client than were in the trust account for the client.
 - j. Edney failed to promptly disburse entrusted funds.
 - k. Edney failed to use business-size checks that contain the Auxiliary On-Us field in the MICR line of the check for the fiduciary accounts.
 - l. Edney failed to maintain the required canceled check images.

- m. Edney failed to provide a copy of the directive on NSF trust account checks to the bank for the fiduciary accounts.

8. The client ledgers examined during the random audit showed that the deficits in the TD Bank trust account created by Edney's improper disbursements in excess of funds held for the respective clients in the TD Bank trust account remained uncured at the time of the random audit in February 2022, including for the following client matters: BABER FRM GMYREK, \$7,271.00 deficit from 2007; HYDER, GWEN, \$700.00 deficit from November 2013; and 2018 WRIGHT TO SCOTT, \$100.00 deficit from December 2018.

9. Grievance file 22G0200 was opened based upon the deficiencies found in the February 2022 random audit.

10. During the investigation in 22G0200, the State Bar examined trust account and reconciliation records provided by Edney and records produced by the financial institutions at which Edney maintained his trust accounts.

11. Edney's reconciliation records for the first quarter of 2022 indicated he did not have sufficient funds in the TD Bank trust account for his clients' balances and outstanding checks for January through April 2022.

12. Edney's trust account records and records produced by financial institutions for August 2016 through March 2023 showed Edney improperly disbursed funds from the TD Bank trust account during this time period, including in the 2018 WRIGHT TO SCOTT matter referenced above and in the matters detailed below.

Client Matter 2017 WCI

13. In October 2017, Edney disbursed a total of \$9,680.42 from the TD Bank trust account for client matter 2017 WCI.

14. The \$9,680.42 deposit made for the 2017 WCI matter on October 27, 2017 was charged back out of the TD Bank trust account on October 30, 2017, leaving no funds in the trust account for this client matter.

15. The disbursements totaling \$9,680.42 misused other entrusted funds in the TD Bank trust account for the benefit of the client in the 2017 WCI matter.

16. Edney did not cure the deficit created in the TD Bank trust account by these disbursements totaling \$9,680.42 for the 2017 WCI matter until March 2023.

Client Matter 2021 SELECT BANK

17. In June 2022, \$51,849.23 was disbursed from the TD Bank trust account for client matter 2021 SELECT BANK after TD Bank failed to honor a "Stop-Payment" order from Edney.

18. In June 2022, Edney had no funds in the TD Bank trust account for client matter 2021 SELECT BANK.

19. This improper \$51,849.23 disbursement misused other entrusted funds in the TD Bank trust account for the benefit of a third party in the 2021 SELECT BANK matter.

20. Edney did not cure the deficit this \$51,849.23 improper disbursement created in the TD Bank trust account until April 2023.

Client Matter 2022 WRIGHT

21. In August 2022, Edney disbursed \$131,737.32 from the TD Bank trust account for client matter 2022 WRIGHT_PATTON C, aka 2022 WRIGHT_FRM-EF P (the 2022 WRIGHT matter).

22. In August 2022, Edney had no funds for the 2022 WRIGHT matter in the TD Bank trust account.

23. This improper \$131,737.32 disbursement from the TD Bank trust account misused other entrusted funds in the TD Bank trust account for the benefit of the client in the 2022 WRIGHT matter.

24. Edney did not cure the deficit this \$131,737.32 improper disbursement created in the TD Bank trust account until March 2023.

T. Elliott

25. In November 2022, T. Elliott retained Edney to represent him in a civil matter.

26. Elliott paid Edney a \$5,000.00 retainer at the beginning of the representation.

27. In June 2023, Elliott asked Edney to seek a dismissal since the plaintiff had discharged her attorney and seemed to not be pursuing the lawsuit.

28. Edney disagreed with Elliott's requested course of action.

29. Edney advised Elliott to take a different course of action.

30. Elliott disagreed with Edney's advice and asked him to cease work on his case.

31. In June 2023, Elliott asked Edney for an accounting of the charges deducted from the \$5,000.00 retainer.

32. Edney did not provide Elliott with the requested accounting.

33. Between June 22, 2023, and July 24, 2023, Elliott attempted to communicate with Edney by telephone and e-mail.

34. Edney did not respond to Elliott's communications.

35. On July 24, 2023, Elliott sent Edney an e-mail in which he stated Edney's services were no longer required and asked Edney for a final invoice along with any unearned portion of the \$5,000.00 retainer.

36. Edney did not provide the requested invoice to Elliott

37. Edney did not provide Elliott any refund from the \$5,000.00 retainer or a sufficient accounting showing the expenditure of the \$5,000.00.

S. Brock

38. By order of injunction filed in Wake County Superior Court on April 13, 2024, Edney was prohibited from serving in any fiduciary capacity, including as trustee.

39. In May 2024, Edney acted as trustee for the Ethel Jane Brock Family Trust by signing a deed by which land belonging to the Trust was transferred to one of Ethel Brock's sons, D. Brock (the Trust deed).

40. D. Brock had asked Edney to prepare the Trust deed.

41. D. Brock also signed the Trust deed in his capacity as a trustee of the Trust.

42. The Trust deed benefited D. Brock, a trustee of the Trust.

43. No excise tax was reported or paid when the Trust deed was recorded.

44. D. Brock did not pay any purchase price to the Trust for the property transferred to him by the Trust deed.

45. At the same time in May 2024, Edney prepared another deed at D. Brock's request.

46. This other deed was to be signed by D. Brock pursuant to a power of attorney from Ethel Brock (the POA deed).

47. The POA deed transferred other land, owned by Ms. Brock, to D. Brock.

48. The POA deed benefited D. Brock, while D. Brock was acting in a fiduciary capacity as Ms. Brock's agent under the power of attorney.

49. No excise tax was reported or paid when the POA deed was recorded.

50. D. Brock did not pay any purchase price to Ms. Brock for the property transferred to him by the POA deed.

51. The value of the land transferred by the POA deed exceeded the value of allowable gifts that the agent could gift to himself from Ms. Brock's assets under the power of attorney.

52. The Trust deed and the POA deed were signed the day prior to Ms. Brock's death and were recorded on the date of her death.

53. Ms. Brock was in very poor health in the week preceding her death.

54. Ms. Brock's poor health was known to D. Brock and Edney.

55. D. Brock's requests to Edney to prepare the Trust deed and the POA deed were made in the week before Ms. Brock's death.

56. At the time of her death, Ms. Brock had three heirs, her sons D. Brock, S. Brock, and R. Brock.

57. Transferring the land from the Trust by the Trust deed removed an asset from the Trust that would have been available under the terms of the Trust to provide funds to Ms. Brock's Estate to pay Estate debts if needed. However, the Trust deed and the POA deed conveyed an asset to D. Brock that his mother had bequeathed to him upon her death.

58. Transferring the land from Ms. Brock by the POA deed, if valid, meant title to the real property could no longer vest in Ms. Brock's heirs pursuant to statute if there was no valid probated will. There was a valid will that was probated after the death of Ms. Brock.

59. Transferring the land from Ms. Brock by the POA deed, if valid, meant the real property was no longer available to be sold to pay debts of the Estate if needed or to otherwise carry out the terms of a valid probated will. The Estate did otherwise have sufficient funds to pay the debts of the Estate.

60. The POA deed resulted in increased cost to the Estate.

61. The lawyer serving as Administrator CTA filed a petition for attorney's fees for legal services that included conducting research and making the determination that the transfers by the POA deed exceeded the authority granted by the power of attorney.

62. The Administrator determined the deed was ineffective and the property should be included in the Estate.

A. Brigman

63. A. Brigman retained Edney to represent him in a criminal case, for which Edney began work in February 2020.

64. Edney charged Brigman a flat fee of \$15,000.00.

65. Brigman was not able to pay the \$15,000.00.

66. Edney and Brigman entered into the following transaction as a means of payment for Edney's fee:

- a. Edney drafted, had executed by Brigman, and recorded a General Warranty Deed by which Brigman transferred real property owned by Brigman to Edney.
- b. The deed transferring the real property was recorded with the Rutherford County Register of Deeds on September 15, 2020.
- c. No excise tax was reported or paid when the deed was recorded.
- d. As of the September 1, 2020 bill date on the 2020 Rutherford County Tax Notice, the assessed value of the property was \$19,700.00.
- e. As of the September 1, 2024 bill date on the 2024 Rutherford County Tax Notice, the assessed value of the property was \$24,000.00.
- f. Edney drafted and had Brigman execute a promissory note by which Brigman promised to pay Edney \$15,000.00, dated September 15, 2020.
- g. The promissory note stated it was due on or before September 30, 2025.
- h. The promissory note stated that, if paid in full, Edney would convey Brigman's real property back to Brigman.
- i. The promissory note stated that Brigman would keep all taxes paid and current on the property, or such amounts would be added to the balance Brigman had to pay Edney under the promissory note to get his land back.

67. The deed and promissory note were the only documents for the transaction.

68. In Edney's February 2025 communication to the State Bar, Edney acknowledged Brigman had paid him \$1,800.00 toward his \$15,000.00 fee and stated he remained ready to reconvey the property to Brigman if he paid \$13,200.00.

69. In Edney's March 2025 communication to the State Bar, Edney stated Brigman would need to pay funds in addition to the \$13,200.00 to get his property back, consisting of the following: the outstanding property taxes totaling about \$1,000.00; and the assessment imposed by the Property Owners' Association in order to get his land back, the amount of which was about \$3,000.00 as of March 6, 2025.

70. Rule 1.8(a) of the Rules of Professional Conduct governs business transactions with clients, and states as follows:

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest directly adverse to a client unless:

(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

71. Edney's transaction with Brigman was governed by Rule 1.8(a).

72. Edney failed to comply with the requirements of Rule 1.8(a), including as follows:

- a. The value of the property Edney had Brigman transfer to him exceeds the fee Brigman owed to Edney;
- b. The structure of the transaction favors Edney, who owns the property and decides whether and when to convey it back;
- c. Edney did not transmit all terms of the transaction in writing to Brigman in a manner that could be reasonably understood by Brigman, including the term that Brigman would have to pay Property Owners' Association assessments in order to have the property conveyed back to him;
- d. Edney did not advise Brigman in writing of the desirability of seeking the advice of independent legal counsel on the transaction; and
- e. Brigman did not give informed consent, in a writing signed by Brigman, to the essential terms of the transaction and Edney's role in the transaction, including whether Edney represented Brigman in the transaction.

Failure to Timely Respond to State Bar

22G0200

73. In March 2022, the State Bar served Edney with a Letter of Notice in grievance file 22G0200.

74. The Letter of Notice sought Edney's responses concerning the deficiencies found in the February 2022 random audit described in the First Claim for Relief.

75. Edney was granted two extensions of time to provide his responses to the inquiries in the Letter of Notice and the requested documents, through April 13, 2022.

76. Edney did not provide his narrative response to the Letter of Notice until after business hours on April 14, 2022.

77. Edney did not provide all of the requested documents by the extended deadline or when he provided his late response.

78. Between April and August 2022, Edney provided some but not all of the requested documents.

79. In August 2022, the State Bar sent Edney a letter with inquiries for his response and requests for records.

80. The inquiries and requests for records in the State Bar's August 2022 letter concerned apparent deficits in the entrusted funds in Edney's TD Bank trust account indicated by the documents he had provided.

81. Edney's response to the State Bar's August 2022 letter and the production of the requested records were due August 31, 2022.

82. Edney did not respond or produce records by August 31, 2022.

83. After business hours on September 1, 2022, Edney produced revised reconciliation reports for the TD Bank trust account that he claimed reflected corrections reducing the amount of the deficit.

84. Edney provided no documentation of the purported errors, of the corrections, or of the reduced deficit.

85. Edney stated he would be out of town for a cruise and would provide the documentation showing the errors and corrections upon his return.

86. As of December 1, 2022, Edney had not provided any additional information or documentation.

87. On that date, the State Bar e-mailed Edney and asked that he provide the promised documentation of errors and corrections, the documentation that had been requested in the State Bar's August 2022 letter, and client ledgers.

88. The due date for production of the documentation requested in the State Bar's December 2022 e-mail was January 3, 2023.

89. Edney acknowledged receipt of the State Bar's December 2022 e-mail and indicated he would provide what the State Bar requested.

90. As of January 5, 2023, Edney had not produced the requested documents.

91. On January 30, 2023, the State Bar served Edney with a subpoena to appear at the State Bar and to produce the requested documents on February 27, 2023.

92. Edney did not appear or produce documents to the State Bar on February 27, 2023.

93. On March 9, 2023, the State Bar e-mailed Edney and asked him to produce the subpoenaed documents by March 13, 2023.

94. Edney did not produce the subpoenaed documents by March 13, 2023.

23G0898

95. On October 2, 2023, Edney was served with a Letter of Notice in grievance file 23G0898.

96. The Letter of Notice sought Edney's response concerning the conduct described in the Second Claim for Relief.

97. Edney's response to the Letter of Notice was due on October 17, 2023.

98. Edney did not respond to the Letter of Notice by that date.

99. Edney was contacted by State Bar staff in December 2023 and then by an elected Councilor of the North Carolina State Bar Council in February and May 2024 encouraging him to respond to the Letter of Notice.

100. Edney did not provide the State Bar with a response to the inquiries in the Letter of Notice in grievance file 23G0898 in response to these contacts.

101. Edney did not provide a response to the Letter of Notice in grievance file 23G0898 until after issuance of a Notice and Order to Show Cause for Noncompliance Suspension.

24G0785

102. On July 19, 2024, Edney was served with a Letter of Notice in grievance file 24G0785.

103. The Letter of Notice sought Edney's response concerning the conduct described in the Third Claim for Relief.

104. Edney's response to the Letter of Notice was due on August 3, 2024.

105. Edney did not respond to the Letter of Notice by that date.

106. On August 9, 2024 the State Bar contacted Edney and asked him to provide his response to the Letter of Notice by August 16, 2024.

107. Edney did not provide a response to the Letter of Notice by August 16, 2024.

108. Edney did not provide a response to the Letter of Notice until after issuance of a Notice and Order to Show Cause for Noncompliance Suspension.

Based on the foregoing Findings of Fact and upon the consent of the parties, the Hearing Panel enters the following

CONCLUSIONS OF LAW

1. All the parties are properly before the Hearing Panel and the Panel has jurisdiction over Defendant, J. Michael Edney, and the subject matter.

2. Edney's conduct, as set forth in the Findings of Fact above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(2) in that Edney violated the Rules of Professional Conduct in effect at the time of the conduct as follows:

- a. By failing to compare each month the balance of each trust account as shown in his records with the corresponding bank statement balance for each account, Edney failed to conduct the required monthly reconciliations of his trust account in violation of Rule 1.15-3(d)(1)¹;
- b. By failing to compare each quarter the total of positive subsidiary ledger balances for each trust account with the general ledger balance for each account and the adjusted bank statement balance for each account, Edney failed to conduct the required quarterly reconciliations of his trust account in violation of Rule 1.15-3(d)(2)²;
- c. By failing to create and maintain reports signed by him for the required monthly and quarterly reconciliations, Edney failed to maintain required reconciliation records in violation of Rule 1.15-3(d)(3);
- d. By failing to create and maintain reports signed by him for the required monthly reviews of each trust and fiduciary account, Edney failed to maintain required account review records in violation of Rule 1.15-3(e)(5);
- e. By failing to review each quarter the records for a random sample of representative transactions for each trust and fiduciary account to verify that the disbursements were properly made, Edney failed to conduct the required quarterly reviews of transactions in his trust and fiduciary accounts in violation of Rule 1.15-3(e)(2) and (3);

¹ Previously codified as Rule 1.15-3(d)(2).

² Previously codified as Rule 1.15-3(d)(1).

- f. By failing to create and maintain reports signed by him for the required quarterly reviews of his trust and fiduciary accounts, Edney failed to maintain required reconciliation records in violation of Rule 1.15-3(e)(5);
- g. By failing to provide at least annually to clients written accountings of the receipts and disbursements of all trust funds held in trust for such clients for more than one year, Edney failed to provide clients with required accountings in violation of Rule 1.15-3(f);
- h. By failing to maintain and keep current a ledger of all receipts and disbursements of attorney funds in the trust account to maintain the account, Edney failed to maintain a required ledger in violation of Rule 1.15-3(b)(5);
- i. By failing to use business-size checks that contain an Auxiliary On-Us field in the MICR line of the check for the fiduciary accounts maintained by him, Edney failed to use checks in the required format in violation of Rule 1.15-3(a);
- j. By failing to maintain images of cancelled checks showing the front and back of those checks for all trust and fiduciary accounts, Edney failed to maintain required records in violation of Rule 1.15-3(b)(2);
- k. By failing to provide the bank at which he maintained fiduciary accounts with a written directive requiring the bank to report to the State Bar when an instrument drawn on the account is presented for payment against insufficient funds for each fiduciary account, Edney failed to file required written directives for his fiduciary accounts in violation of Rule 1.15-2(f);
- l. By failing to promptly disburse entrusted funds in his trust accounts, Edney failed to promptly pay or deliver to the client, or to third persons as directed by the client, entrusted property belonging to the client and to which the client was entitled in violation of Rule 1.15-2(n);
- m. By disbursing funds from his TD Bank trust account for client matters in excess of any funds present in the trust account for those client matters, thereby misusing other clients' funds in the trust account, Edney failed to properly hold, maintain, and disburse funds in violation of Rule 1.15-2(a) and used entrusted property for the benefit of persons other than the legal or beneficial owners of the property in violation of Rule 1.15-2(l);
- n. By failing to respond to Elliott's attempts to communicate with Edney and by failing to provide the requested information regarding what had been charged against the retainer, Edney failed to promptly comply with reasonable requests for information in violation of Rule 1.4(a)(4);
- o. By failing to provide any refund from the \$5,000.00 retainer or a sufficient explanation by invoice or accounting showing that no unearned amount remained

to refund from the \$5,000.00 retainer, Edney failed to take steps to protect a client's interests upon termination of the representation in violation of Rule 1.16(d);

- p. By acting in a fiduciary capacity as trustee of the Trust in the signing of the Trust deed, Edney violated the Consent Order of Preliminary Injunction and thereby disobeyed an obligation under the rules of a tribunal in violation of Rule 3.4(c) and engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4(d); and
- q. By preparing and having D. Brock execute the POA deed that exceeded the authority granted to D. Brock by the power of attorney under which D. Brock executed the deed, Edney prepared, had executed, and recorded on the public record an invalid deed and thereby engaged in conduct prejudicial to the administration of justice in violation of Rule 8.4(d);
- r. By entering into a business transaction with a client without having complied with the requirements in Rule 1.8(a) to do so, Edney engaged in a conflict of interest in violation of Rule 1.8(a);
- s. By failing to timely respond to the letters of notice in grievances 22G0200, 23G0898, and 24G0785 after having been served with the letters of notice and after having received subsequent contact from the State Bar requesting his response, Edney knowingly failed to respond to a lawful demand for information from a disciplinary authority in violation of Rule 8.1(b);
- t. By failing to timely provide the documents requested by the State Bar by letter of notice and subsequent inquiries made in 22G0200, Edney knowingly failed to respond to a lawful demand for information from a disciplinary authority in violation of Rule 8.1(b); and
- u. By failing to appear and provide documents as required by the subpoena served upon him in 22G0200, Edney knowingly failed to respond to a lawful demand for information from a disciplinary authority in violation of Rule 8.1(b).

3. Edney's conduct, as set forth in the Findings of Fact above, constitutes grounds for discipline pursuant to N.C. Gen. Stat. § 84-28(b)(3), for failure to answer the formal inquiries issued by the North Carolina State Bar in disciplinary matters.

Based on the foregoing Findings of Fact and Conclusions of Law, the stipulated facts, and upon the consent of the parties, the Hearing Panel hereby finds by clear, cogent and convincing evidence the following additional

FINDINGS OF FACT REGARDING DISCIPLINE

1. The findings of fact in paragraphs 1 – 108 above are reincorporated as if set forth herein.

2. A cornerstone of client trust in an attorney is that the attorney will properly protect, maintain, and disburse entrusted funds. Failure to do so erodes the confidence clients place in attorneys who handle their affairs and harms the profession.

3. The trust account record-keeping, review, and reconciliation requirements of the Rules of Professional Conduct are designed to assist with the proper protection, maintenance, and disbursement of entrusted funds, and to facilitate prompt detection and correction of any errors. Edney's failure to comply with these requirements as set out above caused significant harm to clients for whom he should have been maintaining funds in trust, including improper disbursements from his trust account that were not promptly detected and remedied.

4. Edney has retained a consultant with experience assisting attorneys with reconciling their trust accounts, who has reconciled his trust accounts.

5. Prompt and accurate communication with clients is integral for an attorney to establish and maintain the trust of clients, and for clients to participate meaningfully in the representation and in their legal matters.

6. Edney's failure to communicate with Elliott caused significant harm to Elliott, by depriving Elliott of the information necessary to know whether any refund might be owed to him from the retainer he had paid to Edney.

7. The legal profession is entrusted with the privilege of self-regulation. In order for the State Bar to carry out this regulation of the profession, attorneys must respond timely and fully to the State Bar's inquiries in disciplinary matters. By failing to respond to the State Bar's inquiries in disciplinary matters, Edney caused significant harm to the profession, impairing the State Bar's investigations and consuming DHC resources in a noncompliance suspension proceeding in order to obtain his responses.

8. Attorneys are officers of the court. As such, it is especially harmful to the integrity of the judicial process and the administration of justice when an attorney violates a court's order. When lawyers disregard court orders, it erodes public respect for the rule of law.

9. When preparing and recording deeds, attorneys have the professional obligation to ensure those signing the deed have the proper authority to do so. By allowing D. Brock to sign the deed as agent under a power of attorney when the transaction exceeded the authority granted by the power of attorney and recording the deed, Edney caused significant harm to the administration of justice by creating a defect in the title and causing the estate administrator to expend time and resources to address the deficient deed.

10. Edney has acknowledged his wrongdoing and has been fully cooperative in this disciplinary proceeding.

11. Edney acknowledges that his prior practices with his trust account have not been in compliance with the Rules of Professional Conduct, is remorseful, and has made efforts to come into compliance with the Rules.

12. Edney experienced significant personal and emotional circumstances that impacted the conduct addressed in this Order, including the following:

- a. In June of 2018 Edney's daughter, then age fourteen, was diagnosed with an underlying genetic disorder which had previously caused multiple physical and behavioral problems and finally presented in 2018 as life-threatening heart failure which required an urgent heart transplant. Edney and his wife spent a month at the hospital in Charlotte as their daughter remained hospitalized after the transplant. A lengthy recovery period followed, including frequent travel, for Michael and his wife and daughter, back and forth from Hendersonville to Charlotte for medical evaluation and treatment.
- b. In 2019 Edney's son suffered a ruptured appendix during his freshman year of college away from home. The initial rupture became encapsulated in an abdominal abscess that delayed diagnosis of the underlying problem, for which an appendectomy was eventually required. Subsequent complications developed, likely due to the appendiceal abscess, which required a subsequent surgical procedure to remove a substantial portion of the small intestine of Edney's son. In addition to the emotional toll of this event, it also caused Edney to be away from his office for approximately two additional weeks.
- c. In November of 2020 Edney's wife suffered a dissection of a major blood vessel which serves the lower abdomen and small intestine. Emergent surgery was required to replace the damaged artery and restore blood circulation. Edney provided home care for his wife during her recovery.

13. Edney proactively sought treatment from a psychiatrist, Dr. Ilona Csapo, M.D. in 2022. Additionally, Edney sought treatment with therapist Kurt James, LCSW, in early 2025. Edney has continued treatment with Dr. Csapo and Mr. James.

14. Edney has the following prior discipline:

- a. Reprimand issued in 1997 for accepting a fee from indigent client and not perfecting the client's appeal.
- b. Two-year suspension in 1999 with the ability to apply for a stay after six months for failing to respond to the State Bar in two grievances and failing to participate in mandatory fee dispute resolution program. Edney did not appear at the DHC hearing in 1999.
- c. Reprimand issued in 2017 for neglecting estate case, not communicating with client for two years, and not putting money he received from decedent's family in a trust account.

15. The present situation differs from the facts surrounding the 1999 Edney Order imposing discipline, due to the mitigating factors referenced herein as well as the fact that Edney

has acknowledged all wrongdoing alleged; with the assistance of counsel, Edney has formulated a detailed and mandated plan as set forth in this Consent Order, agreeable to the State Bar, for future monitored compliance over the next four (4) years, which will protect clients, as well as entrusted funds. For these reasons, in addition to the findings stated above, an active suspension is not required at this time.

16. The Hearing Panel finds by clear, cogent, and convincing evidence the facts contained in the conclusions set out below of the applicable factors regarding discipline from those listed in 27 N.C. Admin. Code 1B.0116(f).

Based on the foregoing Findings of Fact, Conclusions of Law, and additional Findings of Fact Regarding Discipline, the Hearing Panel enters the following

CONCLUSIONS OF LAW REGARDING DISCIPLINE

1. The Hearing Panel carefully considered all of the different forms of discipline available to it.

2. The Hearing Panel considered all of the factors enumerated in 27 N.C. Admin. Code 1B.0116(f).

3. The Hearing Panel concludes that the following factors from 27 N.C. Admin. Code 1B.0116(f)(1), which are to be considered in imposing suspension or disbarment, are present in this case:

- a. Factor (B), Intent of Edney to commit acts where the harm or potential harm is foreseeable;
- b. Factor (E), Negative impact of Edney's actions on client's and public's perception of the profession;
- c. Factor (F), Negative impact of Edney's actions on the administration of justice;
- d. Factor (H), Effect of Edney's conduct on third parties; and
- e. Factor (J), Multiple instances of failure to participate in the legal profession's self-regulation process.

4. The Hearing Panel considered the factors listed in 27 N.C. Admin. Code 1B.0116(f)(2), which are factors warranting consideration of disbarment, and concluded no factors in this section of the rule are present in this case.

5. The Hearing Panel concludes that the following factors from 27 N.C. Admin. Code 1B.0116(f)(3), which are to be considered in all cases, are present in this case:

- a. Factor (A), Prior disciplinary offenses;

- b. Factor (B), Remoteness of some of the prior offenses;
- c. Factor (C), Absence of dishonest or selfish motive;
- d. Factor (D), Timely make a good faith effort to make restitution and to rectify consequences of misconduct;
- e. Factor (F), A pattern of misconduct;
- f. Factor (G), Multiple offenses;
- g. Factor (H), Effect of any personal or emotional problems on the conduct in question;
- h. Factor (J), Interim rehabilitation;
- i. Factor (K), Full and free disclosure to the Hearing Panel and a cooperative attitude toward the proceedings;
- j. Factor (P), Remorse; and
- k. Factor (S), Degree of experience in the practice of law.

6. The Hearing Panel considered all of the disciplinary options available to it and determined that a stayed suspension with conditions is appropriate in this case, in light of the significant harm and potential harm caused by Edney's conduct to his clients and the profession. A stayed suspension with conditions to monitor Edney's communications with clients and the State Bar and to monitor his compliance with the trust account record-keeping, review, and reconciliation requirements of the Rules of Professional Conduct is necessary to protect clients, the public, and the profession.

7. The Hearing Panel has considered all lesser sanctions and finds that discipline short of a stayed suspension would not adequately protect the public for the following reasons:

- a. Supervision under a stayed suspension is necessary to ensure all required corrections are made and sustained;
- b. Edney was disciplined in 1999 for failing to timely respond to the State Bar in two disciplinary matters, yet engaged in this same misconduct again in 2022 – 2024; and
- c. Entry of an order imposing less serious discipline would fail to acknowledge the seriousness of the offenses Edney committed and would send the wrong message to attorneys and the public regarding the conduct expected of members of the Bar of this State.

Based on the foregoing Findings of Fact, Conclusions of Law, additional Findings of Fact Regarding Discipline and Conclusions of Law Regarding Discipline, and with the consent of the parties, the Hearing Panel hereby enters the following

ORDER OF DISCIPLINE

1. Defendant, J. Michael Edney, is hereby suspended from the practice of law for four years. The effective date of this Order is 30 days from service of this Order upon Edney pursuant to 27 N.C. Admin. Code 1B.0128(c). This suspension is stayed from its inception subject to the terms set out below.

2. Edney is taxed with the administrative fees and costs of this proceeding. Edney shall pay the administrative fees and costs of this proceeding as assessed by the Secretary of the North Carolina State Bar. Edney must pay the costs within 30 days of service upon him of the statement of costs by the Secretary.

3. Edney's four-year suspension is stayed for four years. The stay of Edney's suspension of his law license will continue in effect only as long as Edney complies with the following conditions:

- a. Edney shall have established and shall follow written procedures, to be provided to the Office of Counsel within 30 days of entry of this Order, setting forth the personnel to be involved, the documents to be utilized, and the process to be implemented, to accomplish the following:
 - (1) Ensuring a client identifier is used, and only one client identifier is used per client, on all pertinent trust account records, including on the client subsidiary trust account ledger, the general ledger, deposit slips, trust account checks, wire documentation, counter debits or credits, and any other instrument by which funds are deposited into or disbursed from a trust account for the client;
 - (2) Ensuring a client subsidiary trust account ledger is created for the client at the time of any deposit of entrusted funds into a trust account for the client;
 - (3) Ensuring an accurate and appropriate entry is made on the client subsidiary trust account ledger for the client at the time of any deposit or disbursement of funds for the client in the trust account;
 - (4) Ensuring no entry is made on a client subsidiary trust account ledger other than entries for actual deposits into or disbursements from the trust account (e.g. billing/invoicing record-keeping must be done separately);
 - (5) Ensuring a folder (paper or electronic) is created and maintained per client containing the most current client subsidiary trust account ledger and a copy

of each deposit slip and deposited item for any deposits made for the client into a trust account and a copy of every trust account check, wire confirmation, or other instrument by which funds were disbursed from the trust account for the client. If Edney utilizes a computer software program for trust account record-keeping and for the reports utilized in the three-way reconciliation, then the client subsidiary trust account ledger shall be printed from that program and maintained in the folder. If Edney utilizes both handwritten ledgers and computer software program ledgers, then a copy of both shall be maintained in the client's file. For handwritten ledgers, the procedures must include ensuring that the copy of the handwritten ledger is clear and legible;

- (6) Ensuring the client subsidiary trust account ledger is checked and the balance of funds in the trust account for the client is verified prior to any disbursement of funds being made from the trust account for the client. For handwritten ledgers, the procedures must include Edney verifying that each balance in the running balance column was calculated accurately and is correct and notating this verification in some manner on the ledger;
- (7) Ensuring clients are notified in writing upon each and every receipt of entrusted funds for the client;
- (8) Ensuring accountings are sent annually to clients for whom funds are held in trust for more than one year;
- (9) Ensuring timely completion of disbursements, including procedures for monitoring client balances and promptly disbursing all funds in trust for the client, and for monitoring outstanding checks and for taking action to complete disbursements for checks that have not been negotiated and cleared the trust account within six months of issuance;
- (10) Ensuring timely monthly reconciliations of every trust account compliant with Rule 1.15-3(d) and preparation and maintenance of the records required by Rule 1.15-3(d);
- (11) Ensuring timely quarterly reconciliations of every trust account compliant with Rule 1.15-3(d) and preparation and maintenance of the records required by Rule 1.15-3(d);
- (12) Ensuring timely monthly reviews of every trust account compliant with Rule 1.15-3(e) and preparation and maintenance of the records required by Rule 1.15-3(e); and

- (13) Ensuring timely quarterly reviews of every trust account compliant with Rule 1.15-3(e) as applicable, and maintenance of the records required by Rule 1.15-3(e).
- b. Edney shall make any adjustments to his written procedures required by the Office of Counsel at any time during the stayed suspension to ensure compliance with the Rules of Professional Conduct, and shall provide revised written procedures within ten days of notice from the Office of Counsel.
 - c. Edney and all attorneys and staff in his office will follow the written procedures provided to the Office of Counsel. Edney shall provide each month, no later than the 15th day of the next subsequent month (e.g. certification for January due no later than February 15), a certification by him that all written procedures were followed by him, by any other attorneys in his firm, and by all staff in his firm, with respect to all trust accounts and all trust account transactions that month. If there were any failure to follow a written procedure, any and all such deficiencies shall be identified, explained, and corrective action implemented to ensure the procedure at issue is followed in the future. If Edney identifies a need to change any procedure, Edney must submit to the Office of Counsel the proposed change with explanation for approval, and must receive approval prior to implementing the change.
 - d. Edney shall provide monthly to the State Bar's Office of Counsel a written report of the three-way reconciliation of all attorney trust accounts to which he has access, using the State Bar's Reconciliation Report form from the State Bar's website and the reconciliation methods described in the State Bar Lawyer's Trust Account Handbook on the State Bar's website for the three-way reconciliation normally required quarterly under Rule 1.15-3(d). Edney shall complete the entire form for each trust account and include with each such report all documents identified on the form for when the entire form is completed, along with the subsidiary trust account ledger for every client for whom funds were deposited, maintained, or disbursed at any point in time during that month and any administrative ledger for Edney's funds in the trust account to maintain the account. The copies of the subsidiary ledgers produced to and received by the State Bar must be clear and legible. The client subsidiary trust account ledgers shall contain an accurate and appropriate entry for each deposit and disbursement of funds for the client in the trust account with an accurate running balance, and shall not contain any other entries (e.g. billing/invoicing record-keeping must be done separately). For any account for which Edney is utilizing iTracs reconciliation services, Edney shall also provide the complete iTracs reconciliation package with all schedules and/or reports for the month. This documentation is due 15 days after the end of each month (e.g. documentation for January due February 15th, etc.).
 - e. For the first six months of any stay of Edney's suspension, Edney shall personally complete the Reconciliation Report form required by the preceding paragraph each month. After the first six months, Edney may utilize an assistant to complete

sections 1 – 7 of the Reconciliation Report form required by the preceding paragraph each month, but must still personally review the underlying reconciliation documentation, the bank statement, and the cancelled checks, and sign and date at the bottom of the form.

- f. No later than 30 days after entry of this order, Edney shall make arrangements in writing for a Trust Account Monitor approved by the Office of Counsel of the North Carolina State Bar. Edney will be responsible for any associated costs. The Trust Account Monitor shall agree in writing to do the following:
 - (1) Review all transactions in any and all trust accounts maintained by Edney each month, no later than the last day of the next subsequent month (e.g. review the transactions for January no later than February 28), with such review to include per trust account review of the bank statements, canceled checks, deposit slips, deposited items, any bank instrument by which funds were deposited into or disbursed from the trust account, the general ledger for the trust account, and the subsidiary trust account ledgers including those required by Rule 1.15-3(b)(5) for all clients for whom funds were received, disbursed, or maintained in the trust account in that month;
 - (2) Verify and certify for the month that all bank transactions (including all deposits, disbursements, bank charges, etc.) are recorded on a general ledger for the trust account and on an appropriate subsidiary trust account ledger and all entries on all general ledgers and subsidiary trust account ledgers accurately reflect the corresponding bank transaction;
 - (3) Verify and certify that a client identifier was used, and the same client identifier was consistently used per client, across all applicable records that month, including on the client's subsidiary trust account ledger, on the general ledger, on any trust account check or other instrument disbursing funds from the trust account, and on any deposit slip depositing funds for the client into the trust account; and
 - (4) Verify and certify that no funds were disbursed from the trust account for a client matter in excess of the funds in the trust account for that client matter.
- g. No later than 30 days after the entry of this order, Edney will have provided to the Office of Counsel the written arrangements with the Trust Account Monitor and the written agreement of the Trust Account Monitor required in the preceding paragraph.
- h. Edney shall provide each month, no later than the last day of the next subsequent month (e.g. certification for January due no later than February 28), a certification from the Trust Account Monitor verifying and certifying for that month all items in

paragraphs 3.f.(1) – 3.f.(4) above in this Order of Discipline section. Edney will be responsible for any associated costs.

- i. If the Trust Account Monitor finds any inaccuracies or deficiencies in conducting the above-described reviews, such that he or she cannot make any of the above certifications, then the Trust Account Monitor shall make the certifications that are accurate, identify which certifications he or she cannot make, and identify the inaccuracies, deficiencies, or other reasons resulting in his or her inability to make the identified certification.
- j. Within ten days of any report by the Trust Account Monitor that he or she cannot make any of the above-required certifications due to inaccuracies, deficiencies, or other reasons, Edney shall correct any inaccuracies, deficiencies, or other issues identified by the Trust Account Monitor and shall provide to the Office of Counsel documentation of the correction(s) and a certification from the Trust Account Monitor verifying that all necessary corrections have been made and making the certification he or she was previously unable to make.
- k. Each quarter, Edney shall have either the Trust Account Monitor or an accountant audit all trust accounts of his firm or to which he has access. Edney will be responsible for any associated costs. This audit shall assess whether Edney and/or the firm has in the trust account(s) the client funds he/it is required to maintain for clients at that time, as well as Edney's compliance with Rule 1.15-2 and Rule 1.15-3. The audit shall address the items on the Report Template form which will be provided by the State Bar to Edney. The quarterly audit reports are due no later than 30 days after the end of the quarter – for example, the audit for the first quarter of the calendar year (January, February, and March) is due on April 30.
- l. If a monthly three-way reconciliation report, a Trust Account Monitor review, or a quarterly audit reveals any deviation from Edney's obligations under Rule 1.15-2 or Rule 1.15-3, Edney shall take remedial action within ten days of the date of such report, review, or audit, and shall provide documentation to the Office of Counsel showing the remedial action within two business days of the date of the remedial action.
- m. Edney will complete an additional hour of continuing legal education (CLE) on the topic of trust account management / handling entrusted funds and an additional hour of ethics CLE each calendar year of the stayed suspension. When assessed at the conclusion of each of Edney's CLE reporting periods, these CLEs must be in excess of the minimum required CLE hours.
- n. Edney shall provide any trust account related documentation or records requested by the Office of Counsel within ten days of the request.

- o. No later than 30 days after entry of this order, Edney shall make arrangements in writing for a Practice Monitor approved by the Office of Counsel of the North Carolina State Bar. Edney will be responsible for any associated costs. The Practice Monitor shall agree in writing to do the following:
 - (1) Meet monthly with Edney to review any inquiries Edney received from the State Bar in a disciplinary matter, the due dates of the inquiries, the status of Edney's response, and the timeliness of his response;
 - (2) Meet monthly with Edney to review Edney's communication with clients in all of Edney's active cases;
 - (3) Provide a written report quarterly of the monthly meetings concerning Edney's communications with the State Bar and clients, reporting on the status and timeliness of those communications; and
 - (4) Be available to coordinate client communication for any client of Edney's who has any difficulty receiving communication from Edney during the stayed suspension period.
- p. No later than 30 days after the entry of this order, Edney will have provided to the Office of Counsel the written arrangements with the Practice Monitor and the written agreement of the Practice Monitor required in the preceding paragraph.
- q. Edney shall provide each quarter the Practice Monitor report described in paragraph 3.o.(3) above in this Order of Discipline section. The reports are due no later than 30 days after the end of the quarter – for example, the report for the first quarter of the calendar year (January, February, and March) is due on April 30. Edney will be responsible for any associated costs.
- r. Edney shall cooperate with the Office of Counsel and make appropriate arrangements for an alternate Trust Account Monitor or Practice Monitor if needed during the stay of this suspension.
- s. Edney shall continue treatment with his psychiatrist Dr. Csapo and therapist Mr. James, or other similar providers. Edney shall comply with any treatment plan or recommendation from his providers throughout the term of the stayed suspension, including taking any and all medications as prescribed by his providers. Edney shall provide the Office of Counsel with written reports from his psychiatrist and therapist each quarter stating whether he is complying with the treatment plan and recommendations. The reports are due no later than 30 days after the end of the quarter – for example, the report for the first quarter of the calendar year (January, February, and March) is due on April 30.

- t. Edney shall keep the State Bar's Membership Department advised of his current business address, which address must be a street address, not a post office box or drawer.
- u. Edney shall notify the State Bar of any change of address within 10 days of such change.
- v. Edney shall respond to all communications from the State Bar, including communications from the Attorney Client Assistance Program, within 30 days of receipt of such communication or by the deadline stated in the communication, whichever is sooner. Should Edney fail to timely respond without good cause shown, the Office of Counsel shall file a Motion for Order to Show Cause and an Order to Show Cause shall issue against Edney.
- w. Edney shall participate in good faith in the State Bar's fee dispute resolution process for any petition of which he receives notice after the effective date of this Order.
- x. Edney shall not violate the Rules of Professional Conduct or the laws of the United States or any state or local government.

4. Unless Edney's obligations under this Order are modified by further order of the DHC, Edney's obligations under this Order end four years from the effective date of the Order provided there are no motions or proceedings pending alleging lack of compliance with the conditions of the stay of the suspension. Pursuant to 27 N.C. Admin. Code 1B.0118, the DHC retains jurisdiction until all conditions of the stay of the suspension have been met. If a motion or proceeding alleging lack of compliance with the conditions for the stay of the suspension is pending when the period of the stay of the suspension would otherwise have terminated, the DHC retains the jurisdiction and ability to lift the stay of the suspension and activate the four-year suspension in whole or in part if it finds that any of the conditions of the stay have not been met. The stay of the suspension and Edney's obligation to comply with the conditions for the stay will continue until resolution of any such pending motion or proceeding.

5. If during any stay of the suspension Edney fails to comply with any one or more of the conditions stated above, then the stay of the suspension of Edney's law license may be lifted as provided in 27 N.C. Admin. Code 1B.0118.

6. If Edney's suspension is activated and Edney fails to fully comply with 27 N.C. Admin. Code 1B.0128, Edney shall reimburse the State Bar for any and all expenses incurred by the State Bar in winding down Edney's practice. Such expenses may include, but are not limited to, storage facility fees, rent payments, moving expenses, charges for secure disposal of client files, postage or other mailing expenses and compensation paid to any appointed trustee and/or the trustee's assistant for time and travel associated with the trusteeship. The State Bar shall send an invoice of wind-down expenses to Edney at Edney's last known address of record with the State Bar. Edney shall not be eligible for any stay of suspension or reinstatement from suspension until he has reimbursed the State Bar for any and all wind-down expenses incurred.

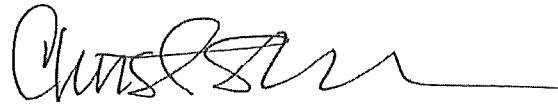
7. If the stay of the suspension is lifted and the suspension is activated for any reason, upon application for another stay or for reinstatement, as permitted and applicable under the pertinent order(s) and rules, Edney shall demonstrate by clear, cogent, and convincing evidence compliance with the requirements of the applicable rule as well as with the following requirements:

- a. Edney properly wound down his law practice and complied with the terms of 27 N.C. Admin. Code 1B.0128.
- b. Edney submitted his law license and membership card to the Secretary of the State Bar no later than 30 days following the effective date of the order lifting the stay.
- c. Within 15 days of the effective date of this Order, Edney shall have provided the Office of Counsel and the Membership Department of the State Bar with an address and telephone number at which clients seeking return of files can communicate with Edney and obtain such files. Edney must have kept this information current with the Membership Department of the State Bar, providing updated information to the State Bar within 15 days of any change.
- d. Edney shall have promptly returned client files in his possession, custody, or control to clients upon request, within 5 days of receipt of such request. Edney will be deemed to have received any such request 3 days after the date such request is sent to Edney if the request is sent to the address Edney provided the Membership Department of the State Bar pursuant to the preceding paragraph.
- e. Edney disbursed to the proper recipients all identified client funds in any trust account he maintained at the time of his suspension.
- f. Edney complied with Rule 1.15-2(r) and Chapter 116B of the General Statutes regarding any and all abandoned or unidentified funds in any trust account of Edney's within 30 days of being statutorily permitted to escheat funds to the State.
- g. Edney completed four hours of continuing legal education in the area of trust account management.
- h. Edney provided the written procedures described in paragraph 3.a. of this section to the Office of Counsel of the State Bar with his motion for stay or petition for reinstatement.
- i. Edney kept the Membership Department of the State Bar informed of his current information for his physical address (not a Post Office box), telephone number, and e-mail address throughout the period of his suspension.
- j. Edney accepted all certified mail from the State Bar sent to the address on record with the Membership Department of the North Carolina State Bar throughout the period of the suspension.

- k. Edney responded to all letters of notice and requests for information from the North Carolina State Bar by the deadline stated therein with full and complete responses and all requested documentation throughout the period of his suspension.
- l. Edney came into compliance with any outstanding continuing education or membership obligations at the time of the filing of his petition for reinstatement.
- m. Edney did not violate any of the Rules of Professional Conduct in effect during the period of the suspension.
- n. Edney did not violate any laws of the State of North Carolina or of the United States during the period of the suspension.
- o. Edney paid all costs and fees of this proceeding as assessed by the Secretary by the date of the filing of his petition for reinstatement.
- p. If Edney failed to fully comply with 27 N.C. Admin. Code 1B.0128, Edney shall reimburse the State Bar for any and all expenses incurred by the State Bar in winding down Edney's practice. Such expenses may include, but are not limited to, storage facility fees, rent payments, moving expenses, charges for secure disposal of client files, postage or other mailing expenses and compensation paid to any appointed trustee and/or the trustee's assistant for time and travel associated with the trusteeship. The State Bar shall send an invoice of wind-down expenses to Edney at Edney's last known address of record with the State Bar. Edney shall not be eligible for any stay of suspension or reinstatement from suspension until he has reimbursed the State Bar for any wind-down expenses incurred.

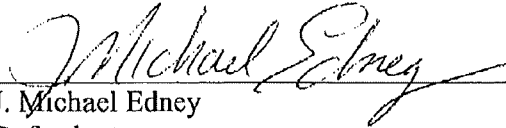
8. The Disciplinary Hearing Commission will retain jurisdiction of this matter pursuant to 27 N.C. Admin. Code 1B.0118 until all conditions of the stay of the suspension are satisfied.

Signed by the Chair with the consent of the other Hearing Panel members, this the 13th day of February, 2026.



Christon S. Halkiotis, Chair
Disciplinary Hearing Panel

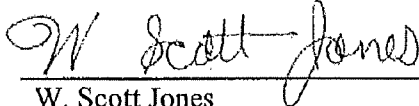
WE CONSENT:



J. Michael Edney
Defendant

02/09/2026

Date



W. Scott Jones
Attorney for Defendant

02/09/2026

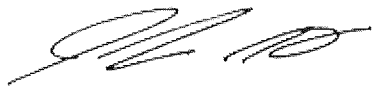
Date



W. Bradford Searson
Attorney for Defendant

02/09/2026

Date



Jennifer A. Porter, Deputy Counsel
Attorney for Plaintiff

2/12/2026

Date