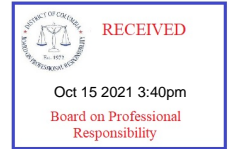


**DISTRICT OF COLUMBIA COURT OF APPEALS BOARD ON
PROFESSIONAL RESPONSIBILITY**



In the Matter of

**Jehan A. Carter, Esquire
Respondent,**

**Disciplinary Docket Nos. 2018-D215
2019-D112**

**A Member of the Bar of the
District of Columbia Court of Appeals.
Bar Number 1018067
Date of Admission: January 10, 2014**

ANSWER OF RESPONDENT

Respondent Jehan A. Carter, through her undersigned counsel, George R. Clark, Answers the Specification of Charges as follows.

1. Admitted.
2. Admitted.

COUNT I

3. Respondent admits that she and Karen Lake, a friend who is also an attorney, discussed collaborating on a business venture that would provide couples therapy using music. Respondent denies the remaining allegations of paragraph 3, but states that she and Ms. Lake agreed that they would split ownership and the costs of the business. Respondent states further that the Operating Agreement of the Company (Music Resolution) does not give Respondent 30% of the business in exchange for legal work, and in fact says that counsel will be hired if needed.

4. Respondent admits that initially she discussed providing pro bono legal services to the company (Music Resolution) but that she and Ms. Lake soon realized that there was no need to hire an attorney for Music Resolution because they were both attorneys and could both perform the needed legal services for the company. Respondent admits she sent an “Attorney Retainer Agreement” addressed to Ms. Lake c/o Music Resolution ” as the client for all matters involving business and legal affairs” but denies that this was for personal representation of Ms. Lake and in fact was for Music Resolution and denies the remaining allegations of paragraph 4. Ms. Lake misrepresented the language of the Retainer Agreement in her August 18, 2019, response to Respondent’s answer to her Complaint letter to the Office of Disciplinary Counsel when she purports to quote that the agreement says it is “all matters involving the business and legal affairs of Karen Lake and Music Resolution LLC.” The Agreement does not say that. Respondent states further that the Retainer Agreement was never signed or implemented because both parties realized they could perform the legal work at no cost to the Company.

5. Admitted. Further, Respondent states that attorney Lake prepared other legal documents for the Company including the tax ID, licensing documents and contracts for the Company which both Ms. Lake and the Respondent prepared and reviewed. This was done because both lawyers soon realized they could save money and time by each doing the legal tasks. Respondent states further that a list of legal tasks to be performed by Respondent and Ms. Lake for Music Resolution was prepared. There were no legal tasks for Ms. Lake as an individual client. At no time did Respondent perform any legal services for Ms. Lake individually.

6. Admitted, and Respondent states additionally that Ms. Lake was aware of this retention.

7. Respondent admits that the business relationship ended, although it was not formally resolved at that time. The remaining allegations of paragraph 7 are denied.

8. Denied. Respondent states further that there is no evidence than the Music Resolution website was deleted, and that Ms. Lake had failed to use the updated login information. .
9. Admitted, but Respondent denies any knowledge of whether Ms. Lake actually contacted the police or the FBI, but Respondent denies any relevancy to this allegation.
10. Admitted, but Respondent denies any relevancy to this allegation. Respondent states further than she and Ms. Lake were friends and lawyers who were in a business relationship and had a falling out between themselves over various issues, and that falling out was unrelated to any activity by Respondent as a lawyer for Music Resolution. Previous counsel on this case. Mr. Shaw, agreed with that position. Because Respondent never represented Ms. Lake as an individual their disagreements were not in Respondent's capacity as a lawyer for a client. Respondent states further than one of her former employees (now a lawyer) will testify that Respondent did no work for Ms. Lake personally and that Ms. Lake's mediator will state that Ms. Lake never claimed that the dispute with Jeria Carter was over Music Resolution, but instead concerned Ms. Lake as an individual. The mediator confirmed in a text that Ms. Lake was paying the \$1000 as a personal debt, not a company debt.
11. Admitted, but Respondent denies any relevancy to this allegation.
12. Admitted.
13. Denied.
14. Admitted, but Respondent denies that this allegation shows any improper conduct.
15. Admitted, but Respondent denies that this allegation shows any improper conduct.
16. Denied, and Respondent states further on June 25th, GoDaddy instructed Respondent to contact the UDRP regarding domain name conflicts or file an actual court proceeding and only then could GoDaddy suspend the website until an outside court or tribunal ruled.

17. Denied. Respondent states further Ms. Lake only offered to pay for the website in full (\$1000) prior to GoDaddy suspending the website. When Ms. Lake made her offer on July 1st as a new personal obligation instead of paying off a previous company debt in order to continue to use the website design the website was still active and running. On August 14, 2018 GoDaddy contacted Respondent to inform her that Ms. Lake attempted to circumvent Go Daddy's legal suspension of her website by creating a new hosting account on their server.

18. Respondent admits that she filed a Small Claims Complaint against Karen Lake individually, and not Music Resolution, and denies the remaining allegations of Paragraph 18.

19. Admitted.

20. Admitted. Respondent states further that the Complaint by Ms. Lake was a retaliatory filing. Ms. Lake filed her initial DC Bar Complaint against Respondent in the same week the Small Claims Court allowed Jeria Carter to amend her complaint and refused to dismiss the complaint against Ms. Lake personally.

21. Respondent admits the allegations in the first sentence of Paragraph 21. Respondent admits that the Court ruled for Ms. Lake on the Complaint by Jeria Carter (stating that although Jeria Carter had a valid claim for Quantum Meruit because she could not provide the value of her website she could not award her more than the \$300 she had already received from Respondent during the proceeding in an effort to help settle the matter between Ms. Lake and Carter), and states further that the Court ruled against Ms. Lake on her claims.

22. Denied as stated. Respondent states further that although Ms. Lake hired an attorney to pursue debts from Respondent unrelated to Music Resolution and the matter settled. This settlement did not include the abandonment of the Music Resolution trademark. Respondent had already abandoned the trademark because the USPTO stated it was not eligible for trademark registration.

23. a. Respondent denies the allegations of this Paragraph, and states further that she never represented Ms. Lake individually, and furthermore that she never represented Jeria Carter against Music Resolution, but only against Karen Lake as an individual. That representation was on a debt that Ms. Lake agreed through her mediator to pay as an individual to continue to use the website design, not as a claim against Music Resolution. New counsel appeared for Jeria Carter later the same month and Respondent was no longer involved in the case.

COUNT II

24. Admitted.

25. Admitted.

26. Admitted.

27. Admitted.

28. Respondent admits the allegations of the first two sentences of Paragraph 28. Respondent admits that she used the words "California address" but denies that she was claiming to live or practice in California. The address was of a friend that she was staying at while temporarily in California. Respondent would not have applied pro hac if she were practicing in California. Respondent states further that she never solicited or was retained by California clients.

29. Respondent denies that she ever held herself out as a Los Angeles attorney (she did do nonlegal work for Los Angeles entities such as writing and script review), and states further than many of her clients from her practice in Washington D.C had Hollywood connections and worked in Los Angeles. Any addition references to "Hollywood" on Respondent's social media referred to the "Entertainment Industry" not the city of Los Angeles or state of California since the entertainment industry is located in more states than just the state of California. Respondent admits the allegations of the last two sentences

of Paragraph 29 but denies that there was any deliberate misrepresentation, but instead erred in how she supervised the website development.

30. Admitted.

31. Denied, except for the last sentence of paragraph 31. Respondent states further that she does not know what Mr. Finkelstein “noticed” or “learned.”

32. Admitted, but Respondent states that she was not trying to deceive anyone.

33. Denied. Respondent states further that this was not her primary website, but one under development.

34. Admitted, but Respondent states that she was not trying to deceive anyone, and that the website was under development.

35. Admitted. Denied. Respondent is not aware of what Kelley Drye knew of Collier's previous counsel Michael Kernan. Respondent did not communicate with Kernan during this period because Bryner had already been retained to be Collier's new local counsel in her matter.

36. Admitted.

37. Admitted, but Respondent states further that Judge William F. Fahey did not find that there had been UPL although such a finding was requested by opposing counsel. Disciplinary Counsel is charging UPL when the Judge before whom it occurred has did not find it was UPL. That finding is dispositive of the charge here. Likewise the Judge did not refer Respondent for discipline.

38. Admitted.

39. Admitted. Respondent states further that Ms. Collier filed her Complaint only after she received the settlement proceeds, and that she never claimed that Respondent ever claimed or represented that she was a California attorney in her affidavit filed in support of Carter's pro hac vice application.

40. Admitted.

41. Respondent admits that she sent the quoted language but denies the remaining allegations of Paragraph 41. Respondent states further that she was not trying to mislead anyone in this statement.

42. a. Denied.

b. Denied, including as decided against this allegation by the Court in front of which the alleged misconduct occurred.

c. Denied.

d. Denied.

AFFIRMATIVE DEFENSES

First, the specifications failed to state any claim upon which relief can be granted.

Second, Respondent never personally represented Ms. Lake and therefore she was not a former client under Rule 1.9.

Third, the specifications were deliberately misleading in failing to note the ruling of the California Judge.

Fourth, this failure is consistent with the conduct of Mr. deBoer, the previous Assistant Disciplinary Counsel. Prior to being represented by counsel, in March 2020 Mr. deBoer arranged for a call to tell Respondent he was going to press charges. He knew Respondent was in the hospital with her 33 year old brother who was in the hospital after being shot 8 times in a drive-by shooting in December 2019. He was in serious condition and has still not recovered to this day, although his assailants have now been charged. Respondent was distraught and under severe stress because of the shooting. Respondent was on a speaker phone and her brother also heard the following conversation: Mr. deBoer berated and yelled at Respondent and shouted at

her that she was “a liar” and was going to charge her. This unprofessional conduct continued to the charges that ignore critical facts that were called to his attention.

WHEREFORE, the Respondent respectfully requests that the Specification of Charges be dismissed without any finding of misconduct.

Respectfully Submitted,

/s/

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Attorney for Respondent

October 15, 2021

CERTIFICATE OF SERVICE

The undersigned counsel for the Respondent hereby certifies that a true and correct copy of this Answer was served via e-mail on Carol Donayre Somoza, Assistant Disciplinary Counsel, on October 15, 2021.

/s/

George R. Clark