

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



In the Matter of :
: **ANDRELLOS C. MITCHELL, ESQUIRE** : **Disciplinary Docket No. 2024-D012**
: **Respondent,** :
: **A Member of the Bar of the** :
: **District of Columbia Court of Appeals** :
: **Bar Number 472222** :
: **Date of Admission: May 11, 2001** :
:

SPECIFICATION OF CHARGES

The disciplinary proceedings instituted by this petition are based upon conduct that violates the standards governing the practice of law in the District of Columbia as prescribed by D.C. Bar Rule X and D.C. Bar Rule XI, § 2(b).

Jurisdiction for this disciplinary proceeding is prescribed by D.C. Bar Rule XI. Pursuant to D.C. Bar Rule XI, § 1(a), jurisdiction is found because:

1. Respondent Andrellos C. Mitchell is a member of the Bar of the District of Columbia Court of Appeals, having been admitted May 11, 2001, and assigned Bar number 472222.

2. At all relevant times herein, Mitchell was a solo practitioner and maintained his law office, Apex Legal Services, PLLC, in the District of Columbia.

3. In September 2023, Lageneia LaRochelle, a resident of the District of Columbia, contacted Mitchell via email seeking assistance with her Equal Employment Opportunity case. In her initial emails, LaRochelle explained that, according to her right to sue letter, she had until October 2, 2023, to file suit against her former employer. LaRochelle wanted to hire Mitchell on a contingency fee basis. Mitchell stated he would not take the case for a pure contingency fee but would agree to a hybrid fee arrangement. Initially, Mitchell requested LaRochelle pay an upfront fee of \$65,000, as well as a 35-40% contingency fee. When LaRochelle stated she could not afford an upfront payment of over \$60,000, Mitchell offered a payment plan with an initial payment of \$25,000, but he never provided a written fee agreement explaining his hourly rate or the scope of his services.

4. On September 17, 2023, Mitchell went to LaRochelle's home for an initial consultation. Mitchell charged a consultation fee of \$320 for a one-hour consultation. The initial consultation lasted four hours and when it was over, Mitchell left with a copy of the documents for LaRochelle's case and agreed to draft an initial complaint for LaRochelle to file *pro se* against her former employer. After their meeting, Mitchell emailed a copy of a voided check to LaRochelle that she could use to complete the wire transfer for the initial retainer payment. The check was from Mitchell's business checking account at Andrews Federal Credit

Union.

5. On September 18, 2023, LaRochelle wired \$25,000 to Mitchell's business account. Mitchell told LaRochelle that the money had cleared the bank account on the same day and that he would get back to her in a few days with a rough draft of the complaint.

6. On September 26, 2023, LaRochelle sent Mitchell a message stating that she was anxious because he had not responded to her calls or emails since she paid the retainer. In a follow-up phone call the same day, Mitchell said he had misplaced her case documents and LaRochelle had to provide a second set. The next day, she sent him an email terminating their attorney-client relationship because he had failed to provide a draft complaint. In the email, LaRochelle requested that Mitchell refund the entire \$25,000 retainer and return her documents to her. Mitchell responded with an email recounting a phone call they had following LaRochelle's termination email. He asked that she reconsider her decision to terminate the relationship and outlined the work he had done on her case, explaining for the first time in writing that he was charging his regular hourly rate of \$621. He ended the email by stating that he would return her documents and provide a refund within two weeks, however, he hoped that they could continue working together. LaRochelle responded by stating that she was still hesitant to work with Mitchell given his lack of communication, but that she was

going to give him another chance. She did not say anything about the hourly rate Mitchell mentioned in his previous email.

7. On September 28, 2023, Mitchell sent LaRochelle a draft complaint for her review. He later met with her and her husband at their house and helped them edit the draft complaint so that it could be filed by the deadline; however, he left before the complaint was finished and LaRochelle and her husband finalized the complaint on their own. LaRochelle filed the complaint *pro se* on September 29, 2023, and sent a copy to Mitchell. The next day, Mitchell withdrew \$4,000 designated as “attorney fees for Lageneia LaRochelle” from his business account.

8. On October 3, 2023, Mitchell sent LaRochelle a text message telling her that he needed her to sign a fee agreement. This prompted a series of emails between them in which LaRochelle rejected Mitchell’s proposed fee agreement terms. In one email, Mitchell stated, “We already have an oral contract based on the terms that we discussed. You just had not signed the papers, but the contract does exist.” LaRochelle responded, “There was no meeting of the minds,” and requested that Mitchell send her a bill for services rendered and refund the remaining fees. On October 10th, LaRochelle repeated her request for a refund, explaining that she believed he was entitled to keep \$2,560. She explained that she calculated that amount based on Mitchell’s oral statement that he would charge \$320/hour since she was a low-income client, and he said he had completed eight

hours of work.

9. On October 17, 2023, Mitchell sent LaRochelle her client file and a cashier's check for \$18,000 via courier, but she refused to accept the delivery and demanded that Mitchell wire the refund. After withdrawing the funds for the cashier's check, the balance in Mitchell's account fell to \$4,385.26. On November 1, 2023, Mitchell withdrew another \$2,000 designated as "Attorneys fees earned LaRochelle case" from his business account, bringing the balance down to \$3,270.25.

10. The cashier's check was refunded to Mitchell's account on November 3, 2023, bringing the account balance to \$21,245.25. Mitchell then sent LaRochelle \$18,000 via wire on November 6, 2023. After the wire, the balance in the account fell to \$3,245.25.

11. Despite LaRochelle's repeated statements between October 10 and November 2, 2023, that she was disputing the amount of fees Mitchell charged, he never moved the disputed funds into a separate account. Instead, he continued to spend the money in his business account, and the balance in the account fell to \$900.57 on December 13, 2023.

12. LaRochelle filed a disciplinary complaint on October 11, 2023. On February 2, 2024, Mitchell provided a written response to the complaint and a copy of LaRochelle's client file. The files included an unsigned "Limited

Representation Retainer” for LaRochelle. The agreement included the following provision:

4. Fees can be placed in an account other than an IOLTA account (Interest on Lawyers Trust Account) such as a business/operating account.

His proposed agreement did not include any other language regarding where LaRochelle’s retainer would be deposited, or the risks associated with depositing the retainer in his business account. In his written response to the complaint, Mitchell stated that he did not have the proposed agreement with him when he met with LaRochelle, but that he showed LaRochelle agreements with other clients to explain that she was consenting to the advance fees being deposited in an account other than his IOLTA.

13. In fact, Mitchell never told LaRochelle anything about where the advance fees would be deposited, and there is no written record of his advice or LaRochelle’s consent to his treatment of her advance fees.

14. During its investigation, Disciplinary Counsel requested information about Mitchell’s financial accounts. On August 9, 2024, Mitchell sent Disciplinary Counsel a letter stating that he had “an IOLTA with PNC for many years;” however, the supporting documentation Mitchell provided showed that he opened his most recent trust account on the day he responded to Disciplinary Counsel’s request. In a later letter, Mitchell explained that his previous trust

account at PNC had been closed in 2022 because of inactivity; therefore, he did not have an active trust account while he represented LaRochelle.

15. Disciplinary Counsel subpoenaed records for Mitchell's business account from Andrews Federal Credit Union from September 1, 2023 until January 31, 2024. According to the records, Mitchell held funds for LaRochelle and two other clients in his business account during that period. The records also show that during the relevant time, Mitchell had other funds in the account and used his business account to pay his personal expenses, such as his gym membership, clothing, restaurants, and a hotel.

16. Disciplinary Counsel subpoenaed Mitchell's financial records for the other two clients, including fee agreements, invoices, settlement sheets, time sheets, and other financial records that explain the receipt or disbursement of earned and unearned fees. Mitchell produced some of the records, including fee agreements and invoices. However, the records Mitchell produced were incomplete and inconsistent with the records from Andrews Federal Credit Union. Mitchell's incomplete and inaccurate financial records made it impossible for Disciplinary Counsel to account for the entrusted funds he was required to hold in the account for his clients during the relevant time.

17. Mitchell's conduct violated the following District of Columbia Rules of Professional Conduct:

- a. Rule 1.5(b), in that Mitchell failed to communicate in writing to LaRochelle the basis or rate of his fee, the scope of the representation, and the expenses for which LaRochelle would be responsible;
- b. Rule 1.15(a) (commingling) in that Mitchell failed to hold client and third-party funds in his possession separate from his own;
- c. Rule 1.15(a) (record-keeping) in that Mitchell failed to maintain complete and accurate financial and accounting records;
- d. Rule 1.15(b) in that Mitchell failed to deposit entrusted funds into an IOLTA;
- e. Rules 1.15(d) in that Mitchell engaged in misappropriation by failing to treat advances of unearned fees as property of his client; and
- f. Rule 1.15(e) in that Mitchell engaged in misappropriation by failing to hold disputed funds in a separate account until the dispute was resolved.

Respectfully submitted,

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Disciplinary Counsel

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VERIFICATION

I do affirm that I verily believe the facts stated in the Specification of Charges to be true, on this 3rd day of March 2026.

Dru M. Foster

Dru M. Foster
Assistant Disciplinary Counsel

**DISTRICT OF COLUMBIA COURT OF APPEALS
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ANDRELLOS C. MITCHELL, ESQUIRE:
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**A Member of the Bar of the
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Bar No. 472222**

**Disciplinary Docket No.
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PETITION INSTITUTING FORMAL DISCIPLINARY PROCEEDINGS

A. This Petition (including the attached Specification of Charges which is made part of this Petition) notifies Respondent that disciplinary proceedings are hereby instituted pursuant to Rule XI, § 8(c), of the District of Columbia Court of Appeals’ Rules Governing the Bar (D.C. Bar R.).

B. Respondent is an attorney admitted to practice before the District of Columbia Court of Appeals on the date stated in the caption of the Specification of Charges.

C. A lawyer member of a Hearing Committee assigned by the Board on Professional Responsibility (Board) pursuant to D.C. Bar R. XI, § 4(e)(5), has approved the institution of these disciplinary proceedings.

D. **Procedures**

(1) **Referral to Hearing Committee** – When the Board receives the Petition Instituting Formal Disciplinary Proceedings, the Board shall refer it to a Hearing Committee.

(2) **Filing Answer** – Respondent must respond to the Specification of Charges by filing an answer with the Board and by serving a copy on the Office of Disciplinary Counsel within 20 days of the date of service of this Petition, unless the time is extended by the Chair of the Hearing Committee. Permission to file an answer after the 20-day period may be granted by the Chair of the Hearing Committee if the failure to file an answer was attributable to mistake, inadvertence, surprise, or excusable neglect. If a limiting date occurs on a Saturday, Sunday, or official holiday in the District of Columbia, the time for submission will be extended to the next business day. Any motion to extend the time to file an answer, and/or any other motion filed with the Board or Hearing Committee Chair, must be served on the Office of Disciplinary Counsel at the address shown on the last page of this petition.

(3) **Content of Answer** – The answer may be a denial, a statement in exculpation, or a statement in mitigation of the alleged misconduct. Any charges not answered by Respondent may be deemed established as provided in Board Rule 7.7.

(4) **Mitigation** – Respondent has the right to present evidence in mitigation to the Hearing Committee regardless of whether the substantive allegations of the Specification of Charges are admitted or denied.

(5) **Process** – Respondent is entitled to fifteen days’ notice of the time and place of hearing, to be represented by counsel, to cross-examine witnesses, and to present evidence.

E. In addition to the procedures contained in D.C. Bar R. XI, the Board has promulgated Board Rules relating to procedures and the admission of evidence which are applicable to these procedures. A copy of these rules is being provided to Respondent with a copy of this Petition.

WHEREFORE, the Office of Disciplinary Counsel requests that the Board consider whether the conduct of Respondent violated the District of Columbia Rules of Professional Conduct, and, if so, that it impose/recommend appropriate discipline.

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