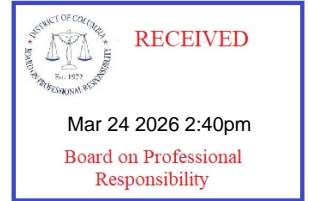


**DISTRICT OF COLUMBIA COURT OF APPEALS
BOARD ON PROFESSIONAL RESPONSIBILITY**



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

MR. MITCHELL’S ANSWER TO SPECIFICATION OF CHARGES

Mr. Mitchell Andrellos Mitchell, appearing pro se, respectfully submits this Answer to the Specification of Charges.

Except where expressly admitted, Mr. Mitchell denies each and every allegation of misconduct as presented by the Office of Disciplinary Counsel (“ODC”).

Mr. Mitchell’s responses are made based upon his present knowledge, information, recollection, and belief, and his understanding of the Specification of Charges as currently drafted. Counsel expressly objects that the Specification is not sufficiently clear to permit a fully informed response and reserves the right to amend or supplement this Answer upon receipt of clarification or as discovery proceeds.

By responding, Mr. Mitchell does not waive any objection regarding lack of specificity or notice in the charges.

I. INTRODUCTION

Mr. Mitchell denies each allegation of professional misconduct, including any allegation of intentional, reckless, or negligent misappropriation.

Mr. Mitchell was retained in September 2023 by the Complainant, Lageneia LaRochelle, a former healthcare worker at Washington Hospital Center who was terminated for refusing to comply with her employer's COVID-19 vaccination requirement. The representation was undertaken on an emergency basis to prepare a federal complaint under an imminent statutory deadline. The initial scope of representation included drafting a complaint for the client to file pro se, with additional assistance to be provided as needed pursuant to the parties' agreement.

Mr. Mitchell performed the agreed-upon work, including document review, legal research, drafting, and consultation, and completed the complaint prior to the client's filing deadline. The client thereafter filed the complaint pro se as agreed.

Mr. Mitchell communicated the basis and rate of his fee, including his \$621 hourly rate, prior to and during the representation. This communication occurred during initial telephone discussions, during the in-person consultation at the client's residence where Mr. Mitchell reviewed and explained materially similar retainer agreements from other clients, and again in writing during the course of the engagement. The client continued the engagement and accepted legal services after these disclosures.

Mr. Mitchell promptly refunded \$18,000 of the \$25,000 retainer, representing unearned fees.

Mr. Mitchell acknowledges that a written fee agreement was not ultimately executed but avers that the terms of the engagement were discussed, understood, and agreed to through communications and conduct.

Mr. Mitchell further avers that the client was an informed and experienced pro se litigant who understood the nature of legal fee arrangements, including the distinction between IOLTA and business accounts, and knowingly agreed to the handling and placement of the retainer funds after discussion of available options.

Mr. Mitchell denies that his actions constituted any violation of the Rules of Professional Conduct.

II. RESPONSES TO ALLEGATIONS

1.

Mr. Mitchell admits the allegations in Paragraph 1 to the extent they accurately identify him as a member of the District of Columbia Bar admitted May 11, 2001 and assigned Bar Number 472222.

Mr. Mitchell denies any remaining allegations as presented by ODC.

2.

Mr. Mitchell admits that he practiced as a solo practitioner under Apex Legal Services, PLLC during the relevant time period.

Mr. Mitchell denies any remaining allegations as presented by ODC.

3.

Mr. Mitchell admits that Ms. LaRochelle contacted him regarding potential representation and initially sought contingency representation. She was advised of various fee arrangements for representation and agreed to a mixed fee agreement.

Mr. Mitchell denies the allegation that he “never provided a written fee agreement.” Mr. Mitchell avers that he reviewed the terms of a mixed-fee retainer with Complainant during his initial consultation and later provided a written retainer for her review and signature.

Mr. Mitchell further avers that his \$621 hourly rate was consistent with prevailing market rates for experienced attorneys handling complex federal civil litigation and reflected both his experience and the emergency nature of the engagement.

Mr. Mitchell denies any remaining allegations as presented by ODC.

4.

Mr. Mitchell admits that he met with The Complainant at her residence, discussed her case, reviewed documents, and provided wiring instructions using a business account check.

Mr. Mitchell further avers that during this meeting he reviewed and explained the terms of his retainer using materially similar agreements from other clients containing standard boilerplate provisions, including hourly rate, fee structure, and account handling.

Mr. Mitchell denies any implication of improper conduct and denies any remaining allegations as presented by ODC.

5.

Mr. Mitchell admits that The Complainant wired \$25,000 to his business account

Mr. Mitchell avers that this occurred pursuant to the parties' agreement after discussion of available options, including IOLTA and business account handling. Mr. Mitchell did not require or direct the client to use the business account. Rather, the client knowingly chose that option in light of the urgency of the matter.

Mr. Mitchell further avers that the client understood that fees would be earned upon completion of the agreed work and did not require further approval before payment.

Mr. Mitchell denies any remaining allegations as presented by ODC.

6.

Mr. Mitchell admits in part and denies in part.

Mr. Mitchell admits that the client contacted him regarding the status of the draft complaint and that certain documents needed to be resent.

Mr. Mitchell further avers that the client chose to continue the representation after communication between the parties.

Mr. Mitchell denies the allegation that this was the first time the \$621 hourly rate was communicated and avers that the rate had already been disclosed during prior communications, including telephone discussions and the initial consultation.

Mr. Mitchell denies that any fee dispute existed at that time requiring segregation of funds and denies any remaining allegations as presented by ODC.

7.

Mr. Mitchell admits that he provided a draft complaint and worked with the client to prepare it for filing.

Mr. Mitchell denies that the complaint was unfinished or abandoned and avers that he completed the complaint and transmitted a finalized version prior to the deadline.

Mr. Mitchell further avers that the representation was limited in scope and that the client filed the complaint pro se as agreed.

Mr. Mitchell denies that the client's husband participated in any substantive legal drafting or strategy and avers that any presence was incidental and any assistance, if any, was limited to formatting.

Mr. Mitchell admits withdrawing \$4,000 and states that he believed in good faith that such funds represented earned fees after completion of the agreed work.

Mr. Mitchell denies any remaining allegations as presented by ODC.

8.

Mr. Mitchell admits that discussions occurred regarding a written fee agreement.

Mr. Mitchell denies that there was no agreement between the parties and avers that the terms of the engagement were established through communications and conduct.

Mr. Mitchell denies any remaining allegations as presented by ODC.

9.

Mr. Mitchell admits that he sent the client file and a cashier's check for \$18,000 via courier.

Mr. Mitchell further avers that the client refused delivery and requested payment by wire.

Mr. Mitchell denies any remaining allegations as presented by ODC.

10.

Mr. Mitchell admits that the cashier's check was returned and that he wired \$18,000 to the client.

Mr. Mitchell denies any remaining allegations as presented by ODC.

11.

Mr. Mitchell admits that the client later raised concerns regarding fees and requested an accounting, including references to "earned" and "unearned" fees.

Mr. Mitchell denies that a formal or contemporaneous dispute existed requiring segregation of funds under Rule 1.15 and understood the communications as a disagreement or misunderstanding regarding accounting.

Mr. Mitchell avers that he acted in good faith based on his understanding that the fees withdrawn were earned and that he returned all unearned fees.

Mr. Mitchell denies any remaining allegations as presented by ODC.

12.

Mr. Mitchell admits that he provided a written response to Disciplinary Counsel and produced the client file, including an unsigned retainer.

Mr. Mitchell avers that during the initial consultation he reviewed and explained the terms of his retainer using materially similar agreements from other clients containing standard provisions.

Mr. Mitchell denies any remaining allegations as presented by ODC.

13.

Mr. Mitchell denies the allegations in Paragraph 13 as presented by ODC.

Mr. Mitchell avers that the handling of advance fees, including placement in a business account, was discussed with and agreed to by the client after explanation of available options.

Mr. Mitchell denies any remaining allegations as presented by ODC.

14.

Mr. Mitchell admits that his prior trust account had been closed due to inactivity.

Mr. Mitchell avers that documentation from the bank confirmed the closure and that the matter was not the result of misconduct and was outside his control.

Mr. Mitchell further avers that he provided this documentation to Disciplinary Counsel and promptly opened a new trust account upon request.

Mr. Mitchell denies any remaining allegations as presented by ODC.

15.

Mr. Mitchell admits that Disciplinary Counsel subpoenaed account records.

Mr. Mitchell denies the characterization that the use of the account constituted improper commingling or misuse of client funds and avers that the referenced expenditures were ordinary business-related expenses associated with operating his law practice.

Mr. Mitchell further avers that funds were handled consistent with the parties' agreement and his good-faith understanding that the fees withdrawn were earned.

Mr. Mitchell denies any remaining allegations as presented by ODC.

16.

Mr. Mitchell admits that he produced records requested by Disciplinary Counsel.

Mr. Mitchell denies that the records were incomplete, inconsistent, or inaccurate and avers that he produced all records available to him in good faith.

Mr. Mitchell denies any remaining allegations as presented by ODC.

17.

Mr. Mitchell denies that his conduct violated any of the Rules of Professional Conduct as alleged.

(a) Rule 1.5(b) – Denied. Mr. Mitchell communicated the basis and rate of his fee both orally and in writing, and the client knowingly proceeded.

(b) Rule 1.15(a) (commingling) – Denied. Mr. Mitchell denies improper commingling and avers that funds were handled consistent with the parties’ agreement, including the client’s informed decision regarding account placement.

(c) Rule 1.15(a) (recordkeeping) – Denied. Mr. Mitchell maintained and produced records and denies they were incomplete or inaccurate.

(d) Rule 1.15(b) – Denied. Mr. Mitchell avers that the client knowingly agreed to the handling and placement of funds after discussion of available options.

(e) Rule 1.15(d) – Denied. Mr. Mitchell denies any misappropriation and states that funds withdrawn were believed in good faith to be earned upon completion of the agreed work.

(f) Rule 1.15(e) – Denied. Mr. Mitchell denies that a dispute existed requiring segregation of funds during the relevant time period.

III. AFFIRMATIVE DEFENSES

1. Lack of Intent

Mr. Mitchell acted in good faith at all times and did not engage in intentional, reckless, or negligent misappropriation.

2. Client Consent and Direction

The client knowingly agreed to the fee structure, limited scope of representation, and handling of funds, including wiring the fees to Mr. Mitchell’s business account after discussion of available options for payment.

3. No Contemporaneous Dispute

No reasonable dispute existed at the time funds were withdrawn that would require segregation under Rule 1.15. The dispute, if any, was a demand for accounting, which was performed at the termination of the relationship.

4. Full Performance of Agreed Scope

Mr. Mitchell fully performed the core task for which he was retained—drafting a federal complaint prior to the client’s deadline—which the client filed pro se as agreed.

5. Restitution

Mr. Mitchell promptly refunded all unearned fees in the amount of \$18,000.

6. Lack of Specificity

Mr. Mitchell asserts that the Specification of Charges lacks sufficient clarity and reserves the right to amend this Answer, or seek any other remedy available under the law.

7. Pattern of Prosecutorial Distortion and Mischaracterization of Material Facts

Respondent asserts that ODC has repeatedly mischaracterized his communications and actions throughout this matter.

8. Prejudice and Bias in the ODC Process

Mr. Mitchell has not been treated fairly or impartially during this investigation. At the outset in **early 2024**, Ms. Foster expressly characterized the matter as **“a fee dispute.”**

When Respondent explained that he did not owe the client any additional money—based on the agreement, on the work performed, and the substantial discount already provided—Ms. Foster appeared displeased with that response.

Shortly thereafter, and **without conducting a complete or neutral investigation**, she abruptly escalated the allegations to “**commingling**” and “**misappropriation,**” and later began expressing her intent to seek **disbarment**, the most severe sanction available.

9. **Due Process Violations**

During a proceeding before the Board on Professional Responsibility, Mr. Mitchell was admonished and instructed not to shake his head or visibly express disagreement with statements made by a Board Member. A respondent has a fundamental right to be heard, to maintain their position, and to express disagreement with opposing assertions.

Restricting a respondent’s ability to express non-disruptive disagreement violates core due-process principles and interferes with meaningful participation in one’s own defense. Such conduct reflects an environment hostile to dissent and compromises Mr. Mitchell’s ability to receive a fair and unbiased hearing.

10. **False Narrative Regarding the Complainant**

ODC has advanced a false and misleading narrative suggesting that The Complainant was a low-income, vulnerable, or unsophisticated client. The documented facts demonstrate otherwise. The Complainant was a sophisticated litigant with experience pursuing claims in federal court and was knowledgeable regarding fee structures, business and IOLTA accounts, client rights, and the litigation process. Additionally, she boasted of having a home worth more than \$500,000 that she could sell for \$700,000, as well as having financial support from family and friends to pursue litigation that she chose to pursue.

The Complainant is not a victim, but a sophisticated client who used Mr. Mitchell to draft her complaint and then fired him without signing and returning an agreement in an effort to avoid paying attorney fees. After the complainant terminated the representation and demanded return of the retainer, initially seeking the full amount and later requesting return of “unearned fees,” reflecting an evolving accounting disagreement rather than any lack of understanding or vulnerability. At all relevant times, Mr. Mitchell understood the issue to concern the calculation of earned versus unearned fees based on the \$621 hourly rate agreed to and the work performed, not a dispute regarding the existence or terms of the representation.

IV. MITIGATION

Mr. Mitchell respectfully notes the following mitigating factors:

- **No Prior Discipline**

Mr. Mitchell has practiced law for decades in the District of Columbia and various courts without prior discipline. He is not a bad lawyer.

- **Good Faith**

Mr. Mitchell acted in good faith based on his understanding of the agreement, the client’s conduct, and her status as an informed and experienced pro se litigant.

- **Restitution**

Mr. Mitchell quickly returned all unearned fees.

- **Medical Circumstances**

Mr. Mitchell notes that certain medical conditions existed during the relevant period, the details of which are submitted separately under seal.

- **Full Cooperation**

Mr. Mitchell has fully cooperated in the ODC process under very difficult circumstances.

CONCLUSION

Mr. Mitchell respectfully requests that the Specification of Charges be dismissed.

In the alternative, if any violation is found, Mr. Mitchell denies that any conduct constituted intentional or reckless misconduct and avers that any issue arose, if at all, from a good-faith understanding of the parties' agreement and the nature of the representation.

Respectfully submitted,

/s/ Andrellos Mitchell

Andrellos Mitchell

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Washington, DC 20011

Bar No. 472222

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March, 2026, a copy of the foregoing Mr. Mitchell's Answer to Specification of Charges was served by email upon:

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Respectfully submitted,

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