

LOUISIANA ATTORNEY DISCIPLINARY BOARD

IN RE: Chester J. Rothkamm, Jr.

DOCKET NO. 23-CD-011

RECOMMENDATION TO THE LOUISIANA SUPREME COURT ON
REQUEST FOR PROBATION REVOCATION

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This matter appears before this Hearing Committee as a disciplinary proceeding emanating from the filing of a Motion filed by the Office of Disciplinary Counsel (“ODC”). ODC is seeking to revoke the probation of Chester J. Rothkamm, Jr. (“Respondent” or “Rothkamm”), Louisiana Bar Roll Number 20350. For the reasons stated below, the Hearing Committee recommends that the Motion be GRANTED, that Rothkamm’s probation be REVOKED, and that the previously deferred one-year and one-day suspension be made executory. The Hearing Committee further recommends that Rothkamm be assessed with the costs and expenses of this matter.

PROCEDURAL HISTORY

After an earlier investigation of Rothkamm by the ODC, Rothkamm and the ODC executed a *Joint Petition for Consent Discipline*. In the joint petition Rothkamm admitted that he mishandled his client trust account, resulting in commingling and conversion of funds and that he failed to personally direct or supervise electronic transfers from the trust account.

On May 23, 2023, the Louisiana Supreme Court accepted the Petition for Consent Discipline and ordered that Rothkamm be suspended from the practice of law for one year and one day, fully deferred. The Court’s order is as follows:

IT IS ORDERED that the Petition for Consent Discipline be accepted and that Chester J. Rothkamm, Jr., Louisiana Bar Roll number 20350, be and is hereby suspended from the practice of law for one year and one day. This suspension shall be deferred in its entirety, subject to respondent’s successful completion of a two-year period of supervised probation governed by the conditions set forth in the Petition for Consent Discipline. The probationary period shall commence from the date respondent, the ODC, and the probation monitor execute a formal

probation plan. Any failure of respondent to comply with the conditions of probation, or any misconduct during the probationary period, may be grounds for making the deferred suspension executory, or imposing additional discipline, as appropriate.

In Re: Chester J. Rothkamm, Jr., 23-00513, (La. 5/23/23), 360 So.3d 834.

On August 28, 2023 Rothkamm executed a PROBATION AGREEMENT, to which the ODC consented on August 29, 2023. The probation agreement mandated the following for Rothkamm:

PROBATION CONDITIONS – Chester J. Rothkamm, Jr. shall:

1. Promptly respond to all requests by and make himself reasonably available for conference with the Office of Disciplinary Counsel (“ODC”);
2. Comply with all bar membership requirements including: maintaining current knowledge in the law by satisfying all mandatory continuing legal education requirements and timely paying all Louisiana State Bar Association membership dues and Louisiana Attorney Disciplinary Board annual disciplinary fee assessments;
3. Timely provide any waivers of confidentiality to the ODC as may be necessary to enable Disciplinary Counsel to monitor his compliance with the Rules of Professional Conduct and this Probation Agreement;
4. Register and maintain his trust account in accordance with the Rules of Professional Conduct and the Louisiana Supreme Court Rule XIX Section 28A;
5. On a quarterly basis (periods ending March 31st, June 30th, September 30th, and December 31st) and at his expense, submit his client trust account to audits by an Office of Disciplinary Counsel approved CPA and provide the ODC with written audit reports and supporting documentation in a form and manner approved by the ODC no later than 5:00 p.m. on April 30th, July 30th, October 30th and January 30th;
6. Attend and successfully complete the Trust Accounting Program offered by the Louisiana State Bar Association with the one year [sic] from the order of discipline, no later than May 23, 2024;
7. Acknowledge that all costs and expenses in this matter are assessed against him in accordance with Louisiana Supreme Court Rule XIX, Section 10.1, with legal interest to commence thirty days from the date of finality of the court’s judgment until paid and that his failure to pay those costs in full or to execute and keep current a promissory note for same with the Louisiana Attorney Disciplinary Board, within thirty days from the date of

finality of the court's judgment, may result in his ineligibility to practice pursuant to Louisiana Supreme Court Rule XIX, Section 10.1(E);

8. Acknowledge that any violation of the Rules of Professional Conduct and/or this Probation Agreement may result in a summary revocation of his probation and making the deferred suspension executory and/or may result in the imposition of additional discipline as deemed appropriate by the Court; and
9. Promptly inform Disciplinary Counsel of any change of address or employment during the period of probation.

On June 19, 2025 the ODC filed a MOTION TO REVOKE PROBATION PURSUANT TO RULE XIX, APPENDIX C, RULE 6C, AND IMPOSE PREVIOUSLY DEFERRED SUSPENSION. The matter was filed before the Louisiana Attorney Disciplinary Board and docketed. The Louisiana Supreme Court then amended Rule 6, Revocation effective July 1, 2025 relegating revocation matters under Rule 6 to hearing committees instead of the Board.

Upon assignment, this Hearing Committee promptly set this matter for a conference to select a hearing date. The conference was held on July 8, 2025 at which time the hearing on this matter was set for August 6, 2025. On August 1, 2025 the ODC, Rothkamm and counsel for Rothkamm entered into a signed stipulation. The **stipulation** provides as follows:

1.

Chester J. Rothkamm, Jr. (hereinafter "Respondent") was licensed to practice law in Louisiana on October 5, 1990, at which time he was assigned Bar Roll Number 20350.

2.

By *Per Curiam* Order dated May 23, 2023, the Louisiana Supreme Court accepted a *Joint Petition for Consent Discipline* in which Respondent admitted that he mishandled his client trust account, resulting in the commingling and conversion of funds, and failed to personally direct or supervise electronic transfers from the trust account. *In Re: Chester J. Rothkamm, Jr.*, 23-00513, (La. 05/23/23), 360 So.3d 834. It was ordered that Respondent be suspended from the practice of law for a period of one year and one day, deferred in its entirety, subject to Respondent's successful completion of a two-year period of supervised probation governed by the conditions set forth in the *Joint Petition for Consent Discipline*. The Court's Order further stipulated the period of probation would commence from the date Respondent, the ODC, and the probation monitor execute a formal probation plan.

3.

The Court's Order imposing discipline further states "[a]ny failure of respondent to comply with the conditions of probation, or any misconduct during the probationary period, may be grounds for making the deferred portion of the suspension executory, or imposing additional discipline, as appropriate."

4.

Respondent's probation agreement was fully executed on August 29, 2023. As of the date of this writing, Respondent remains under an order of probation.

5.

The Respondent's Probation Agreement contains the following, in pertinent part, at provisions 1, and 5:

1. Promptly respond to all requests by and make himself reasonably available for conferences with the Office of Disciplinary Counsel ("ODC");
- ...
5. On a quarterly basis (periods ending **March 31st, June 30th, September 30th, and December 31st**) and at his expense, submit his client trust account to audits by an Office of Disciplinary Counsel approved CPA and provide the ODC with written audit reports and supporting documentation in a form and manner approved by the ODC no later than **5:00 p.m. on April 30th, July 30th, October 30th and January 30th**;

6.

Respondent acknowledges that he violated provisions 1 and 5 of the Probation Agreement by failing to comply with his probation requirements, when he engaged in the following conduct:

- (a) Respondent repeatedly failed to disclose his JPMorgan Chase Bank ("Chase Bank") IOLTA account number XXXXX3627 to the ODC Probation Monitoring Counsel (as required, when completing the *Client Trust Account Audit Program* form), which Respondent was required to complete and provide to ODC on a quarterly basis during his probation.
- (b) Respondent repeatedly failed to conduct and submit a written three-way reconciliation (with notation and explanation of any deficiencies) of his Chase Bank IOLTA account number XXXXX3627 to the ODC Probation Monitoring Counsel on a quarterly basis, as required during his probation.

- (c) Respondent repeatedly failed to provide ODC Probation Monitoring Counsel with supporting documentation (including bank statements, canceled checks, deposit slips, account ledgers, and settlement disbursement sheets) pertaining to his Chase Bank IOLTA account number XXXXX3627 on a quarterly basis, as required during his probation.
- (d) During the time frame that Respondent was on probation, Respondent failed to report that \$278,618.36 was deposited to his Chase Bank IOLTA Account number XXXXX3627, and \$308,683.93 disbursed from the account, which was not disclosed to the ODC during Respondent's quarterly reconciliations.
- (e) Of the \$278,618.36 deposited to the Respondent's Chase Bank IOLTA Account XXXXX3627, \$144,479.43 were proceeds from the sale of property located at 2042 East McNeese Street which belonged to Mark Hidalgo, and were deposited on approximately August 3, 2023.

7.

The Respondent's Probation Agreement also contains the following provision:

- 8. Acknowledge that any violation of the Rules of Professional Conduct and/or this Probation Agreement may result in summary revocation of his probation and making the deferred suspension executory and/or may result in the imposition of additional discipline as deemed appropriate by the Court; and

8.

The Respondent acknowledges that he has committed additional misconduct during his probationary period by violating the Rules of Professional Conduct as follows:

- (a) Respondent violated Rules 1.15(a), 1.15(d), and 8.4(c) by depositing proceeds belonging to Mark Hidalgo (from the sale of property located at 2042 East McNeese Street) totaling \$144,479.43, into Respondent's Chase Bank IOLTA Account XXXXX3627 on approximately August 3, 2023 and failed to pay Mark Hidalgo those proceeds despite multiple requests, and converted the entire amount of the proceeds for Respondent's own use.
- (b) Respondent violated Rule 8.4(d) by continually failing to comply with Mark Hidalgo's requests for the proceeds from the sale of 2042 East McNeese Street Property, thus requiring multiple court filings and judicial intervention, resulting in waste of not only the Court's limited time and resources, but that of the opposing counsel and opposing party as well.

- (c) Respondent violated Rule 8.4(c) by being dishonest with the Court and the opposing party as to the reason for his delays in producing the succession funds from the sale of 2042 East McNeese Street property to Mark Hidalgo.
- (d) Respondent violated Rule 3.3(a)(1) and 8.4(c) by advising Judge Penelope Richard on April 23, 2025, via Zoom hearing, that the funds belonging to Mark Hidalgo totaling \$144,479.43 were not in Respondent's IOLTA account because Respondent's CPA misappropriated funds from the IOLTA account, even though Respondent knew Respondent had converted the funds for his own use.
- (e) Respondent violated Rule 8.4(b) when the Court found Respondent in constructive contempt for failing to comply with the Stipulated Judgment and ordered Respondent to pay a fine of \$100.00 to the 38th JDC. The Court further ordered that within twenty-four (24) hours of the rendering of the judgment in open court that Respondent pay the Independent Executor Mark Hidalgo, through his attorney Jane C. Alvarez, the following: (1) \$144,479.43 which were awarded on February 10, 2025; (2) all court costs in connection with the *Rule For Contempt and For Attorney's Fees and Court Costs* in the amount of \$356.94; (3) Attorney's fees in the amount of \$7,500.00 to Jane C. Alvarez, which are a portion of the attorney's fees incurred by Independent Executor, Mark Hildago, in connection with the *Motion to Compel Attorney to Turn Over Estate Funds to Independent Executor* and the *Rule for Contempt and For Attorney's Fees and Court Costs*. The Court further ordered that in the event Respondent failed to pay the aforementioned sums within twenty-four (24) hours of the rendering of the judgment in open court on April 23, 2025, that Respondent shall report to the Cameron Parish Jail on Friday, April 25, 2025 at 4:00 p.m. and shall be held for 24-hours. On April 25, 2025, the Respondent turned himself in to the parish jail on the contempt of court charge and served 24 hours in jail.
- (f) Respondent violated Rules 8.1(a) and 8.4(c) when he provided ODC with a sworn statement and initially testified under oath that: (1) he was not aware that he came into possession of \$144,479.43 resulting from the sale of the East McNeese Street Property; and (2) that he did not recall telling Judge Richard that the CPA misappropriated funds from the trust account. The Respondent did not correct his statements until he was confronted during the sworn statement with evidence of the check deposited to his trust account and video evidence of the Zoom contempt hearing.

- (g) As of today's date, the Respondent has failed to pay Mark Hidalgo the proceeds totaling \$144,479.43 as ordered by the Court.
- (h) The Respondent violated Rule 8.1(c) and continues to violate Rule 8.1(c) by failing to comply with ODC's requests to provide information and documentation pertaining to his Chase Bank IOLTA account XXXXX3627, which were made to Respondent via E-mail on May 20, 2025, during Respondent's sworn statement on May 30, 2025, and again via correspondence E-mailed to Respondent and his counsel on June 11, 2025.
- (i) The Respondent has violated Rule 8.1(c) and Provision 1 of his Probation Agreement by failing to timely comply with ODC in providing a response to the complaint by Judge Richard (ODC File No. 42525), thus requiring the ODC to forward Respondent multiple requests.
- (j) The Respondent has violated Rule 8.1(c) and Provision 1 of his Probation Agreement by failing to timely comply with ODC in providing a response to a new complaint (ODC File No. 42555), thus requiring the ODC to forward Respondent multiple requests.
- (k) The Respondent has violated Rule 8.1(c) and Provision 1 of his Probation Agreement by failing to provide a response to a complaint (ODC File No. 42595) despite ODC forwarding Respondent multiple requests.

9.

Respondent now desires to waive the hearing on ODC's *Motion to Revoke Probation Pursuant to Rule XIX, Appendix C, Rule 6C, and Impose Previously Deferred Suspension*, which is currently scheduled for August 6, 2025, and hereby consents to the revocation of his probation.

After review of the stipulation and discussion with the ODC and counsel for Rothkamm, the August 6, 2025 hearing was cancelled because the stipulation served to provide all necessary information to the hearing committee to evaluate the Motion request to revoke Rothkamm's probation.

STIPULATION AND FINDINGS

On May 23, 2023 Rothkamm was suspended by the Louisiana Supreme Court from the practice of law for one year and one day. His suspension was deferred in its entirety, subject to his successful completion of a two-year period of supervised probation governed by the conditions

set forth in the Petition for Consent Discipline. A probation plan was executed. Any failure on the part of Rothkamm to comply with the conditions of probation, or any misconduct during the probationary period, could be grounds for making the deferred suspension executory, or imposing additional discipline, as appropriate. **In Re: Chester J. Rothkamm, Jr., 23-00513, (La. 5/23/23), 360 So.3d 834.**

Based upon the stipulated facts, the Hearing Committee finds that the stipulation demonstrates that Rothkamm has failed miserably to comply with the mandates of the Louisiana Supreme Court as well as his probation plan. Rothkamm was given a chance by the Court to prove his worthiness to practice law. Rothkamm has now lost this chance. He stipulates he has not complied with the terms of his probation.

CONCLUSION AND RECOMMENDATION

The standard and burden of proof and procedure for revocation of probation matters are set forth in Louisiana Supreme Court Rule XIX, Sections 18 (C) and 18(D) and Rule XIX, Appendix C, Rule 6. The ODC must first present sufficient evidence demonstrating that Rothkamm has violated his probation and/or committed a violation of the Rules of Professional Conduct. Upon introduction of such evidence, the burden is then on Rothkamm to prove by clear and convincing evidence that ODC's request for revocation of probation should not be granted. Here however, the respective burdens are replaced by the Stipulation that was agreed to by the parties.

The Stipulation shows that Rothkamm has violated the terms of his probation under Supreme Court Rule XIX, Appendix C, Rule 6(C). Accordingly, the Hearing Committee recommends that the ODC Motion be granted, and that the previously deferred one-year and one-day suspension be made executory. The Hearing Committee further recommends that Rothkamm

be assessed with all costs and expenses of these proceedings in accordance with Louisiana Supreme Court Rule XIX, Section 10.1.

Additionally, the Hearing Committee understands this proceeding and is limited to the issue of whether to revoke Respondent's probation. However, given the gravity of the additional misconduct present in this matter, the Committee would recommend a sanction greater than a one-year and one-day suspension **and** recommend restitution to Mr. Mark Hidalgo if it had the authority to do so.

This opinion is unanimous and has been reviewed by each committee member, who fully concur and who have authorized Henry G. Terhoeve, to sign on their behalf.

Baton Rouge, Louisiana, this 12th day of August, 2025.

**Louisiana Attorney Disciplinary Board
Hearing Committee #29**

**Henry G. Terhoeve, Committee Chair
Jacquelyn E. Watts, Lawyer Member
Raquel S. Ayles, Public Member**



BY:

**Henry G. Terhoeve, Committee Chair
For the Committee**

IMPLICATED RULES OF PROFESSIONAL CONDUCT

Rule 1.15. Safekeeping Property

- (a) A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Except as provided in (g) and the IOLTA Rules below, funds shall be kept in one or more separate interest-bearing client trust accounts maintained in a bank, credit union or savings association: 1) authorized by federal or state law to do business in Louisiana, the deposits of which are insured by an agency of the federal government; 2) in the state where the lawyer's primary office is situated, if not within Louisiana; or 3) elsewhere with the consent of the client or third person. No earnings on a client trust account may be made available to or utilized by a lawyer or law firm. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

- (d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Third parties may have lawful claims against specific funds or other property of the client that are in a lawyer's custody. A lawyer has a duty to protect such third-party claims against wrongful interference by the client. In such cases the lawyer must refuse to surrender the property to the client until the claims are resolved. A lawyer should not unilaterally assume to arbitrate a dispute between the client and the third party, but when there is a dispute as to the person's claim to the funds, the lawyer shall advise the client and third party that the funds will remain in the lawyer's trust account until the dispute is resolved, or alternatively the lawyer may deposit the funds into the registry of the court and file an action to have the court resolve the dispute. The third person's interest which the lawyer must protect shall be one of which the lawyer has actual knowledge, and shall be limited to (i) a statutory lien or privilege, (ii) a final judgment addressing disposition of those funds or property, (iii) a written agreement by the client or the lawyer on behalf of the client guaranteeing payment out of those funds or property, or (iv) an instruction by the client to the lawyer to use any remaining funds or property not otherwise protected under (i), (ii), or (iii) to pay another obligation of the client. In all instances except as stated in this rule or as otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

Rule 3.3. Candor Toward the Tribunal

- (a) A lawyer shall not knowingly:
 - (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

Rule 8.1. Bar Admission and Disciplinary Matters

An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not:

- (a) Knowingly make a false statement of material fact;
- (c) Fail to cooperate with the Office of Disciplinary Counsel in its investigation of any matter before it except for an openly expressed claim of a constitutional privilege.

Rule 8.4. Misconduct

It is professional misconduct for a lawyer to:

- (a) Violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) Commit a criminal act especially one that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

Engage in conduct that is prejudicial to the administration of

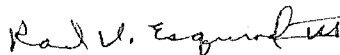
CERTIFICATE OF MAILING

**In re: Chester J Rothkamm Jr
Docket No. 23-CD-011**

I, Raul V. Esquivel, the undersigned Board Administrator for the Louisiana Attorney Disciplinary Board, certify that a copy of the foregoing Hearing Committee Report and Initial Cost Statement has been mailed to the Respondent's Counsel of Record, by E-mail and/or United States Mail and E-Filed to the Office of Disciplinary Counsel, on August 14, 2025 at the following address:

**Mr. James Rodney Baum
rodney@rbaumlaw.com
Counsel of Record
830 Main St
Baton Rouge, LA 70802**

**Ms. Robin K Mitchell
Deputy Disciplinary Counsel
4000 South Sherwood Forest Blvd.
Suite 607
Baton Rouge, LA 70816**



*Raul V. Esquivel III
Board Administrator*

THE LOUISIANA ATTORNEY DISCIPLINARY BOARD

2800 Veterans Memorial Blvd. Suite 310
Metairie, Louisiana 70002

COST STATEMENT

Name: Chester J Rothkamm Jr
1040 Main St

Statement Date: 08/13/25

Baton Rouge, LA 70802-

Case / Complaint	Date	Description	Charge
0038624	10/18/21	Deposition Deposition of respondent on 9/22/2021. PO# 21465 V#:22109 VEN:Associated Reporters, Inc. Ck#:5309	\$242.00
0038624	02/14/23	Investigation Staff investigator expense to deliver check to attorney J Baum in Baton Rouge LA 2/8/2023	\$14.38
23-CD-011	05/23/23	Consent Discipline prior to HC Hearing	\$1,000.00
23-CD-011	06/09/23	Publication Cost PO# 22475 The Advocate-Baton Rouge	\$325.00
23-CD-011	08/26/23	Litigation Cost Staff investigator expense to serve subpoena in Baton Rouge, LA 8/22/2023	\$13.76
23-CD-011	01/31/24	DB Payment Received (Payment) Online Payment of \$1594.14 accepted - Payment Confirmation Number: 83942-316243373	-\$1,594.14
23-CD-011	06/06/25	Deposition Transcript Fee Sworn statement of Respondent 5/30/2025 V#:26911 VEN:Associated Reporters, Inc. Ck#:8324 CkD:6/13/2025	\$632.60
23-CD-011	07/01/25	Other - (See Memo) Online search 06/09/2025 V#:27040 VEN:TransUnion Risk & Alternative Data Solutions	\$1.20
0038624	07/24/25	Investigation Staff investigator expense to serve front receptionist at J Rodney Baum Law Firm in Baton Rouge LA 7/18/2025	\$14.84
0038624	08/01/25	Investigation Staff investigator expense to pick up documents from J Rodney Baum Law Firm 8/1/2025	\$14.84
23-CD-011	08/11/25	Probation Revoked	\$1,500.00
Thank You.			
Balance:			\$2,164.48