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CLERK OF SUPERIOR COURT

William J. Rush, Esq. – NJ ID No. 017732002
695 Route 46 West, Ste. 400A
Fairfield, New Jersey 07004
(201) 372-1006
Respondent Pro Se

DISTRICT XI ETHICS COMMITTEE	:	SUPREME COURT OF NEW JERSEY
Complainant	:	District XI Ethics Committee
v.	:	Docket No. XI-2015-0006E
WILLIAM J. RUSH, ESQ.	:	Disciplinary Action
Respondent	:	RESPONDENT'S VERIFIED ANSWER, AFFIRMATIVE DEFENSES REQUEST FOR A PRELIMINARY CONFERENCE, AND REQUEST FOR HEARING

GENERAL ALLEGATIONS

1. Respondent admits the allegation set forth in Paragraph 1 of the General Allegations.
2. In response to the allegations set forth in Paragraph 2 of the General Allegations, Respondent admits that he previously maintained a solo practice at 145 Route 46 West, Ste. 304, Wayne, New Jersey. In June 2015, Respondent relocated his office to 695 Route 46 West, Suite 400A, Fairfield, New Jersey.
3. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 3 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.
4. Respondent admits the allegations set forth in Paragraph 4 of the General Allegations of the Complaint.

5. Respondent admits the allegations set forth in Paragraph 5 of the General Allegations of the Complaint.

6. Respondent admits the allegations set forth in Paragraph 6 of the General Allegations of the Complaint.

7. Respondent admits the allegations set forth in Paragraph 7 of the General Allegations of the Complaint.

8. Respondent admits the allegations set forth in Paragraph 8 of the General Allegations of the Complaint.

9. Respondent admits the allegations set forth in Paragraph 9 of the General Allegations of the Complaint. Respondent was shown and was aware of an Operating Agreement for Durie Properties, LLC which authorized Capazzi to act on behalf of Duries Properties, LLC.

10. Respondent admits the allegations set forth in Paragraph 10 of the General Allegations of the Complaint.

11. Respondent admits the allegations set forth in Paragraph 11 of the General Allegations of the Complaint.

12. Respondent admits the allegations set forth in Paragraph 12 of the General Allegations of the Complaint.

13. Respondent admits the allegations in Paragraph 13 of the General Allegations of the Complaint, but denies that title ownership was ever in the name of the Respondent.

14. Respondent admits the allegations in Paragraph 14 of the General Allegations of the Complaint, but denies having no communications with said persons, Respondent communicated regularly with Capazzi.

15. Respondent admits the allegations set forth in Paragraph 15 of the General Allegations of the Complaint.

16. Respondent admits the allegations set forth in Paragraph 16 of the General Allegations of the Complaint.

17. Respondent admits the allegations set forth in Paragraph 17 of the General Allegations of the Complaint, but denies not confirming notary/messenger actually met with Greivant or Virginia. Respondent conferred with notary/messenger after every closing to discuss any issues or problems at the closing.

18. Respondent admits the allegations set forth in Paragraph 18 of the General Allegations of the Complaint, but maintains that notary/messenger never indicated that they did not meet with or deliver the documents to Grievant or Virginia.

19. Denied. Respondent prepared documents for sale and refinances based upon instructions from the lender and/or the title agency or company that issued the title binder.

20. Respondent admits the allegations set forth in Paragraph 20 of the General Allegations of the Complaint, but asserts that sale proceed checks were also made payable to Ann Capazzi.

21. Denied. Respondent admits that that sale or refinance proceeds were forwarded to Capazzi as administrator of Durie Properties. Unexecuted bank instruments were sent to Capazzi in some instances but not on every occasion. Respondent admits that there was never any notification to Greivant or Virginia due to all properties being owned by Durie Properties.

Sale of Columbus Road, Demarest, NJ

22. Respondent admits the allegations set forth in Paragraph 22 of the General Allegations of the Complaint.

23. Respondent admits the allegations set forth in Paragraph 23 of the General Allegations of the Complaint, but Respondent maintains that independent notary signed the HUD-1 in his own name with the approval of Respondent.

24. Respondent admits the allegations set forth in Paragraph 24 of the General Allegations of the Complaint.

25. Respondent admits the allegations set forth in Paragraph 25 of the General Allegations of the Complaint, but Respondent sent notary to Virginia to obtain Virginia's signatures on the closing documents.

26. Respondent admits the allegations set forth in Paragraph 26 of the General Allegations of the Complaint, but Respondent sent notary to Virginia to obtain Virginia's signature on the closing authorization.

27. Respondent admits the allegations set forth in Paragraph 27 of the General Allegations of the Complaint, but adds that Mr. Duggal attended the closing under the direction of Respondent and Respondent had several telephone calls with Mr. Duggal during the closing.

28. Respondent admits the allegations set forth in Paragraph 28 of the General Allegations of the Complaint.

29. Respondent admits the allegations set forth in Paragraph 29 of the General Allegations of the Complaint. Respondent had sale proceed check delivered to Capazzi as the authorized agent for Durie Properties, the true owner of the property.

30. Respondent admits the allegations set forth in Paragraph 30 of the General Allegations of the Complaint. Respondent had escrow check delivered to Capazzi as the authorized agent for Durie Properties, the true owner of the property.

31. Respondent admits the allegations set forth in Paragraph 31 of the General Allegations of the Complaint. As of the date of this Answer, Respondent lacks sufficient knowledge to admit or deny the veracity of the documents annexed to the Complaint as "Exhibit A".

Refinancing and Sale of 67 Highland Avenue, Demarest, NJ

32. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 32 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

33. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 33 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

34. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 34 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

35. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 35 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

36. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 36 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

37. Admitted as to Respondent drafted addendum, with respect to date, Respondent lacks sufficient knowledge to admit or deny the date set forth in Paragraph 37 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

38. Respondent admits the allegations set forth in Paragraph 38 of the General Allegations of the Complaint. Respondent did communicate on a regular basis with Capazzi as the authorized agent for Durie Properties, the true owner of the property.

39. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 39 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs. Paragraph 39 of the General Allegations of the Complaint does not specify the closing in question, whether the Complaint is referring the refinance or the sale of the 67 Highland Avenue, Demarest, NJ property.

40. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 40 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs. Respondent makes reference to the fact that the signature for Virginia on the HUD-1 for the closing of 62 Columbus Road, Demarest was done by notary Ankit Duggal who had first contacted Respondent and requested permission to add this signature. Duggal called Respondent from the closing after the HUD-1 had been modified and the pre-closing HUD-1 executed by Virginia was no longer applicable. Duggal advised Respondent that closing attorney/settlement agent would not complete the closing without a fully executed HUD-1. Respondent confirmed with Duggal that Virginia had executed the Limited Power of Attorney prior to the closing. The Limited Power of Attorney gave Respondent authority to execute closing documents on behalf of Virginia at the time of closing, it is utilized for situations exactly like this situation. Upon confirming that the Limited Power of Attorney had been executed, Respondent advised Duggal to execute on behalf of Virginia and below it print "Ankit Duggal on behalf of William J. Rush".

41. Admitted.

42. Respondent admits the allegations set forth in Paragraph 42 of the General Allegations of the Complaint. Respondent had sale proceeds check and deposit check delivered to Capazzi as the authorized agent for Durie Properties, the true owner of the property.

43. Respondent admits the allegations set forth in Paragraph 43 of the General Allegations of the Complaint. As of the date of this Answer, Respondent lacks sufficient knowledge to admit or deny the veracity of the documents annexed to the Complaint as "Exhibit B".

Refinance and Sale of 89 Columbus Avenue, Closter, NJ

44. Respondent admits to his office preparing the HUD and not having any discussions with Grievant or Virginia. Respondent denies Grievant and Virginia were title owners of the property and asserts that Grievant and Virginia were in fact nominees for the true and actual title owner which was Durie Properties LLC.

45. Respondent admits the allegations set forth in Paragraph 45 of the General Allegations of the Complaint. Respondent had the refinance proceeds check delivered to Capazzi as the authorized agent for Durie Properties, the true owner of the property.

46. Respondent admits receiving a fee of \$1,900 for additional legal work done on behalf of Durie Properties with respect to this property, but denies that the work was done directly for Capazzi. The additional legal work involved a dispute with the Municipality regarding a violation of a municipal set back prior to the issuance of the Certificate of Occupancy. Additional legal fee was approved by Capazzi, as authorized agent for Durie Properties.

47. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 47 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

48. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 48 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

Sale of 666 Closter Dock Road, Closter, NJ

49. Respondent denies Grievant was the title owner of the property and asserts that Grievant was in fact a nominee for the true and actual title owner which was Durie Properties LLC. This transaction was actually a refinance of a Durie Properties owned property. The transfer in nominees was to effectuate a refinance and the property was conveyed to nominee Ann Capazzi, wife of Louis Capazzi, due to Ann having a better credit profile at the time of the transaction.

50. Respondent admits the allegations set forth in Paragraph 50 of the General Allegations of the Complaint.

51. Respondent admits the allegations set forth in Paragraph 51 of the General Allegations of the Complaint.

52. Respondent lacks sufficient knowledge to admit or deny the allegations set forth in Paragraph 52 of the General Allegations of the Complaint, and thus leaves the Complainant to its proofs.

53. Respondent admits the allegations set forth in Paragraph 53 of the General Allegations of the Complaint. Respondent does assert that he had regular communication with Capazzi as authorized agent for Durie Properties, LLC, the true and actual owner of the property. As of the date of this Answer, Respondent lacks sufficient knowledge to admit or deny the veracity of the documents annexed to the Complaint as "Exhibit C".

FIRST COUNT
RPC 1.2 – Fraudulent Conduct

54. Denied. Durie Properties, LLC was the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

55. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

56. Admitted as Grievant or Virginia's authorization, denied as to any wrongdoing and/or liability in that Grievant and Virginia were nominees for Durie Properties, LLC.

57. Denied. Durie Properties, LLC was the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes. Additionally, Respondent did not represent Durie Properties or any of the parties in the purchase of the properties and Durie Properties, LLC had owned each property for a significant time period prior to the refinance or sale of each property and all carrying costs and maintenance costs of the properties was paid by Durie Properties, not once did Grievant, Virginia or Ann Capazzi pay any costs to maintain properties they allegedly owned personally. Grievant, Virginia and Ann were all aware and had knowledge that they were acting as nominees for Durie Properties. Furthermore, Respondent is unaware of any "ramifications or consequences" that were disregarded with respect to the Durie Properties transactions.

58. Denied. The closings and signatures occurred over the course of time and were never done simultaneously. Respondent had no reason to believe or have concern over the validity of the signatures nor was there ever a reason presented that would cause Respondent to feel it

necessary to compare signatures on closing documents for closings that occurred several months apart from one another.

59. Denied. Respondent did not violate RPC 1.2.

SECOND COUNT
RPC 1.4 – Failure to Communicate

60. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

61. Admitted as to communication with Grievant and Virginia, denied as failing to communicate with the client, Durie Properties, LLC. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

62. Denied. Respondent did not violate RPC 1.4.

THIRD COUNT
RPC 1.5 – No Fee Agreement

63. Denied. Respondent had an ongoing relationship with Durie Properties and Capazzi and had represented both on numerous occasions. Prior to each transaction, the fee arrangement for each transaction was communicated and agreed upon with Capazzi.

64. Denied. Respondent had attorney review letters identifying that the Respondent represented Durie Properties, LLC and Durie Properties, LLC and Capazzi were copied on all attorney review letters.

65. Denied. Respondent did not violate RPC 1.4.

FOURTH COUNT
RPC 1.5 – No Fee Agreement

66. Admitted.

67. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

68. Admitted as to communication with Grievant and Virginia, denied as failing to communicate with the client, Durie Properties, LLC. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

69. Denied. Respondent represented Durie Properties in a litigation matter in which Grievant was deposed and provided deposition testimony indicating that he was in a partnership with Capazzi named Durie Properties, LLC and that Grievant was the person responsible with the building, construction and maintenance of the properties and Capazzi was the administrative person that handled the books and records.

70. Denied. Respondent did not represent Durie Properties or any of the parties in the purchase of the properties and Durie Properties, LLC had owned each property for a significant time period prior to the refinance or sale of each property and all carrying costs and maintenance costs of the properties was paid by Durie Properties, not once did Grievant, Virginia or Ann Capazzi pay any costs to maintain properties they allegedly owned personally. Grievant, Virginia and Ann were all aware and had knowledge that they were acting as nominees for Durie Properties when they executed the purchase documents at the time of purchase. Grievant, Virginia and Ann all had knowledge of their role as nominee for Duries Properties upon executing the purchase documents. Respondent never independently listed Grievant or Virginia as sellers of the properties.

Furthermore, Respondent is unaware of any "tax and legal ramifications" to Grievant and Virginia and to the best of Respondent's knowledge all income from the sale and/or refinance of the properties was recognized by the true owner Durie Properties, LLC.

71. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

72. Denied. Respondent's office always prepared a Limited Power of Attorney for the closing documents for the nominee in title on behalf of Durie Properties, LLC.

73. Denied. Respondent's office always prepared a Limited Power of Attorney for the closing documents for the nominee in title on behalf of Durie Properties, LLC as well as all other closing documents which were executed by the nominee(s) at the time of closing. Additionally, Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

74. Denied. Respondent did not violate RPC 1.4.

FIFTH COUNT
RPC 1.13 – Organization as Client

75. Denied. Respondent only represented the organization with respect to the real estate transactions in question. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

76. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes.

77. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact for the properties in the subject transactions. Grievant was a member of Durie Properties as well as a nominee for financing purposes. Respondent never represented Grievant in his personal and/or individual capacity.

78. Denied. Respondent did not violate RPC 1.13.

SIXTH COUNT
RPC 1.15 – Failure to Safe Keep Property

79. Admitted, to the extent that the Grievant and Virginia were acting as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions.

80. Admitted, to the extent that the Grievant and Virginia were acting as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions.

81. Admitted, to the extent that the Grievant and Virginia were acting as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions.

82. Admitted, to the extent that the Grievant and Virginia were knowingly acting as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions and had given Capazzi the authority to act on behalf of Durie Properties through the Durie Properties LLC Operating Agreement.

83. Denied. Respondent did not violate RPC 1.13.

SEVENTH COUNT
RPC 4.3 – Dealing With Unrepresented Client

84. Admitted.

85. Admitted.

86. Denied. Respondent's office always prepared a Limited Power of Attorney for the closing documents for the nominee in title on behalf of Durie Properties, LLC.

87. Denied. Respondent's office always prepared a Limited Power of Attorney for the closing documents for the nominee in title on behalf of Durie Properties, LLC as well as all other closing documents which were executed by the nominee(s) at the time of closing.

88. Denied. Grievant and/or Virginia were not acting in their individual or personal capacity, but rather as nominees of the actual client, Durie Properties, LLC.

89. Denied. Respondent did not represent Durie Properties or any of the parties in the purchase of the properties and Durie Properties, LLC had owned each property for a significant time period prior to the refinance or sale of each property and all carrying costs and maintenance costs of the properties was paid by Durie Properties, not once did Grievant, Virginia or Ann Capazzi pay any costs to maintain properties they allegedly owned personally. Grievant, Virginia and Ann were all aware and had knowledge that they were acting as nominees for Durie Properties when they executed the purchase documents at the time of purchase, and upon closing on the purchase of the property should have been aware of the legal ramifications, if any, as acting as nominee. Grievant, Virginia and Ann all had knowledge of their role as nominee for Durie Properties upon executing the purchase documents. Respondent never independently listed Grievant or Virginia as sellers of the properties. Furthermore, Respondent is unaware of any "tax and legal ramifications" to Grievant and Virginia and to the best of Respondent's knowledge all

income from the sale and/or refinance of the properties was recognized by the true owner Durie Properties, LLC.

90. Denied. Respondent did not violate RPC 4.3.

EIGHTH COUNT
RPC 8.4 – Misconduct

91. Denied. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes, and were never the actual title owners as alleged.

92. Admitted as to no communication with Grievant or Virginia, denied as all other allegations and wrong doing including that Grievant and Virginia were ever in the position of actual title owners of the properties in question.

93. Denied. Respondent's office always prepared a Limited Power of Attorney for the closing documents for the nominee in title on behalf of Durie Properties, LLC as well as all other closing documents which were executed by the nominee(s) at the time of closing.

94. Denied. Durie Properties, LLC was in fact the actual owner of the subject properties and Grievant, Virginia and Ann were nominees in name only. The situation was not misrepresented because all closing documents were executed by the nominees in title who had actual knowledge of the sale closings. Furthermore, Respondent is unaware of any "legal ramifications" to Grievant and Virginia and to the best of Respondent's knowledge all income from the sale and/or refinance of the properties was recognized by the true owner Durie Properties, LLC. In addition, any legal ramifications to the Grievant, Virginia and/or Ann were inured upon them when they closed on the purchase of the property as nominees for Durie Properties.

95. Denied. The closings and signatures occurred over the course of time and were never done simultaneously so that signatures from different closings were readily available to be compared. Respondent had no reason to believe or have concern over the validity of the signatures nor was there ever a reason presented that would cause Respondent to feel it necessary to compare signatures on closing documents for closings that occurred several months apart from one another.

96. Admitted, to the extent that the Grievant and Virginia were acting solely as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions.

97. Admitted, to the extent that the Grievant and Virginia were acting solely as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions.

98. Admitted, to the extent that the Grievant and Virginia were knowingly acting as nominees on behalf of Durie Properties, LLC with respect to the proceeds of the subject transactions and had given Capazzi the authority to act on behalf of Durie Properties through the Durie Properties LLC Operating Agreement. In addition, the Grievant and Virginia were aware that proceeds were forthcoming when they executed the closing documents.

99. Denied. Respondent did not violate RPC 8.4.

AFFIRMATIVE DEFENSES

1. The allegations set forth in the General Allegations and the First Count of the Complaint are not supported by clear and convincing evidence.

2. Respondent was retained by and represented Durie Properties, LLC, the true title owner in fact of the subject properties and Grievant, Virginia and Ann Capazzi were nominees in name for Durie Properties, LLC for financing purposes, and were never the actual title owners as alleged.

3. Respondent did not knowingly or purposely violate any of the RPC's as alleged in the Complaint.

4. At all times Respondent acted in good faith and without intent to harm anyone involved in the underlying real estate transactions.

5. Respondent did not falsify any of the signatures of the nominees nor did the Respondent ever knowingly permit any falsified signatures to be utilized at any of the subject closings.

6. Respondent was and is unaware of any "legal ramifications" to Grievant and Virginia and to the best of Respondent's knowledge all income from the sale and/or refinance of the properties was recognized by the true owner Durie Properties, LLC. In addition, any legal ramifications to the Grievant, Virginia and/or Ann, as nominees of Durie Properties, were inured upon them when they closed on the purchase of the property as nominees for Durie Properties. Respondent was not involved in any manner with the purchase of the properties.

7. Grievant and/or Virginia were aware of the transactions occurring in which they were listed as nominee(s) as Respondent's office always prepared a Limited Power of Attorney for the closing documents for the nominee in title on behalf of Durie Properties, LLC as well as all other closing documents which were executed by the nominee(s) at the time of closing.

8. Real Estate Contracts that were sent to Respondent that were in the name of Durie Properties, LLC were prepared by Grievant's sister and son-in-law, yet Grievant alleges that he was not aware that Grievant and/or his wife's name were listed on title as nominees for Durie Properties.

9. Grievant, Virginia and Ann Capazzi, as nominees for Durie Properties, never personally paid for any of the carrying costs for any of the subject properties. All carrying costs and expenses incurred to maintain the subject properties were paid by Durie Properties, LLC.

10. The delay in time between the actual closings, which occurred between 2005 and 2007, and the Grievant's filing of an ethics complaint, which was done in 2015, is prejudicial to the Respondent.

11. Grievant has failed to name a necessary party or parties to this matter. Any party or attorney involved in the purchase of the subject properties should be named as a Respondent as well due to the nature of the complaint alleged against the Respondent.

12. Grievant's credibility with respect to these claims is highly questionable based upon the findings in the Opinion of the Honorable Edward M. Coleman, P.J.Cv. in Docket No. SOM-L-525-07. **(Attached as Exhibit A)**

13. Respondent maintains that he was retained to represent Durie Properties, LLC with respect to the sale and refinancing of the subject properties. Respondent further maintains that if he had handled the matters in the manner suggested by the allegations set forth in the Complaint, Respondent would have been subject to malpractice and ethics allegations by Durie Properties, LLC.

14. In sworn testimony given in the United States Bankruptcy Court, District of New Jersey on December 23, 2008, Grievant testified as to the following **(Attached as Exhibit B)**:

a. Page 46 – Grievant testifies that that he was in a partnership with Mr. Capazzi with respect to the property at 11 Mountain View (a Durie Property) and admitted he had an interest in the property even though it was in the name of Ann Capazzi.

b. Pages 79 – 81 – Grievant testifies that in 2005 he deposited \$1,500,000 in a Durie Properties account and entered into an equal partnership with Mr. Capazzi to purchase properties, build houses and sell the properties for a profit.

Through this testimony it is clear that Grievant purchased deposited significant funds to purchase several properties with Capazzi, was aware he was in a 50/50 partnership with Capazzi, clearly did not handle or give attention to the administrative aspect of Durie Properties as he was unsure as to the name of the nominee in title on the properties and had to refer to his attorney when questioned about the status of the properties owned by Durie Properties, LLC.

REQUEST FOR PREHEARING CONFERENCE

Pursuant to *R. 1:20-5(b)*, Respondent requests a prehearing conference.

REQUEST FOR HEARING

Pursuant to *R. 1:20-4(e)*, Respondent requests a hearing on the charges set forth in the Complaint and in mitigation.

William J. Rush, Esq.
Respondent, Pro Se


William J. Rush

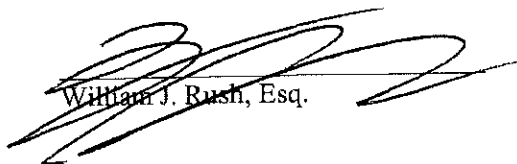
Dated: January 3, 2016

VERIFICATION OF ANSWER PURSUANT TO R. 1:20-4

I, William J. Rush, am the Respondent in the within disciplinary action and hereby certify as follows:

(1) I have read every paragraph of the foregoing Answer to the Complaint and verify that the statements therein are true and based on my personal knowledge.

(2) I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment."


William J. Rush, Esq.

Dated: January 3, 2016