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A. C. J. C.

WALDER, HAYDEN & BROGAN, P.A.
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Attorneys for Respondent, Seth I. Davenport

IN THE MATTER OF SETH I. DAVENPORT, FORMER JUDGE OF THE MUNICIPAL COURT	SUPREME COURT OF NEW JERSEY ADVISORY COMMITTEE ON JUDICIAL CONDUCT DOCKET NO.: ACJC 2009-050 **RESPONDENT'S ANSWER**

Respondent, Seth I. Davenport, Esq., by and through his attorneys, answers the complaint and states:

COUNT ONE

1. Respondent admits the allegations of paragraph 1.

2. Respondent admits the allegations of paragraph 2.

3. Respondent states that his office had represented John Rosellini or members of his family in a variety of matters since 2001. It was always Respondent's intention to cease his representation of John Rosellini upon commencing his judicial duties. Prior to his initial term as Montville Municipal Judge effective January 7, 2003, Respondent had specifically advised opposing counsel in writing on December 27, 2002 that he would no longer be representing Mr. Rosellini in the estate matter because he was being made a municipal judge and that counsel should contact a new attorney for any future matters. Also, Respondent's final bill to Mr. Rosellini for legal services was limited to all such services rendered through December of 2002. Respondent never billed Mr. Rosellini for any services provided after he became a municipal judge. At the time Respondent's office provided the services identified in the Complaint, Respondent did not appreciate whether the services provided could constitute representation of John Rosellini. Respondent states that, at all times relevant to the allegations in the Complaint, he held a reasonable and good-faith belief that he had ceased his legal representation of John Rosellini as of January 1, 2003. Respondent admits, however, that, based upon documents shown to him by representatives of the ACJC in 2010,

his office had provided some limited services in matters pertaining to John Rosellini. Except as so stated, Respondent denies the allegations in paragraph 3.

4. Respondent admits the allegations of paragraph 4 but incorporates his answer to paragraph 3, above, to provide appropriate context.

5. Respondent incorporates his answer to paragraph 3, and states that he did not intentionally violate R. 1:15-1(b) and accordingly denies the allegations of paragraph 5.

6. Respondent denies the allegations of paragraph 6.

COUNT TWO

7. Respondent repeats and incorporates his answers to the preceding paragraphs.

8. Respondent admits, upon information and belief, the allegations in paragraph 8.

9. Respondent admits the allegations of paragraph 9.

10. Respondent admits the allegations of paragraph 10.

11. Respondent admits the allegations of paragraph 11 and incorporates his answer to paragraph 3, but states that on or about October 27, 2006, more than three years after he had become a municipal judge and arranged for a new attorney to substitute for him on behalf of John Rosellini in a pending matter, and during which time he had not billed Mr. Rosellini for any services, Respondent was asked to execute a certification in civil litigation, to which he was not a party, involving the municipality and Mr. Rosellini. (Rosellini, by this time, was no longer Mayor and had been out of office for nearly two years.) Respondent briefly discussed the certification with the attorney for the municipality over the phone without any files or records available to him and did not recall any representation of Mr. Rosellini after he became a judge. Respondent never would have categorically denied any representation if he had recalled otherwise. Although he may have been careless when he signed the certification, he was acting in complete good faith and on the basis of his best recollection.

12. Respondent denies the allegations of paragraph 12.

WALDER, HAYDEN & BROGAN, P.A.
Attorneys for Respondent

By: _____
JOSEPH A. HAYDEN, JR.

By: _____
ROGER PLAWKER

Dated: April 29, 2011