

STATE OF NEW YORK  
COMMISSION ON JUDICIAL CONDUCT

-----  
In the Matter of the Proceeding  
Pursuant to Section 44, subdivision 4,  
of the Judiciary Law in Relation to

DONALD F. KNAB, JR.,

a Justice of the Rush Town Court,  
Monroe County.

DETERMINATION

-----  
THE COMMISSION:

Joseph W. Belluck, Esq., Chair  
Taa Grays, Esq., Vice Chair  
Honorable Fernando M. Camacho  
Jodie Corngold  
Honorable John A. Falk  
Honorable Angela M. Mazzarelli  
Honorable Robert J. Miller  
Marvin Ray Raskin, Esq.  
Ronald J. Rosenberg, Esq.  
Akosua Garcia Yeboah

APPEARANCES:

Robert H. Tembeckjian (John J. Postel and M. Kathleen Martin, Of Counsel)  
for the Commission

The Law Office of Gilmour & Killelea, LLP (by Daniel M. Killelea) for  
Respondent

Respondent, Donald F. Knab, Jr., a Justice of the Rush Town Court, Monroe  
County, was served with a Formal Written Complaint dated November 30, 2020,  
containing one charge. Respondent filed a Verified Answer dated December 24, 2020.

The Formal Written Complaint alleged that on September 2, 2019, respondent knowingly submitted materially false statements on a Reconciliation Report he filed with the Unified Court System's Office of Justice Court Support ("OJCS") regarding a 2018-2019 grant from the Justice Court Assistance Program ("JCAP"). In addition, it was alleged that in October 2019, respondent used unexpended and unreturned grant funds to buy an audio-visual system for the Rush Town Court, notwithstanding that he knew he had not been authorized to make that purchase.

On April 16, 2021, the Administrator, respondent's counsel and respondent entered into an Agreed Statement of Facts pursuant to Section 44, subdivision 5, of the Judiciary Law, stipulating that the Commission make its determination based upon the agreed facts, recommending that respondent be censured and waiving further submissions and oral argument.

On April 22, 2021, the Commission accepted the Agreed Statement and made the following determination:

1. Respondent has been a Justice of the Rush Town Court, Monroe County, since 2016. His current term expires on December 31, 2024. He is not an attorney.
2. The Unified Court System's Office of Justice Court Support periodically makes funds available to town and village courts in the form of grants administered through the Justice Court Assistance Program. The courts must spend the funds on specified items or categories of items that JCAP designates, and they must account for such expenditures in written reports to JCAP.

3. Respondent was aware of the foregoing JCAP protocols, having properly executed and accurately reported on the JCAP grant to his court for 2016-2017.

4. On January 14, 2019, respondent was notified by letter and an enclosed Reconciliation Report that: (A) the Rush Town Court had been awarded a 2018-2019 JCAP grant in the amount of \$7,479.47; and (B) the funds had to be spent and a Reconciliation Report had to be returned with paid receipts within 180 days of receipt of the funds. Copies of the award letter and the Reconciliation Report are annexed to the Agreed Statement of Facts as Exhibit A and Exhibit B, respectively.

5. The Reconciliation Report stated that grant funds could be used to purchase only the items that had been specifically authorized: a walk-through metal detector for \$4,238.47; a hand-held metal detector for \$120.00; exterior renovations/repairs (i.e. replacing a door) for \$2,871.00; and a judicial robe for \$250.00. The Reconciliation Report also described the authorized manner in which savings resulting from purchase prices that were lower than the award amounts could be applied, stating *inter alia*, that JCAP approval was required for the expenditure of any savings that exceeded 10% and that savings of less than 10% could only be spent “*toward another grant item or towards consumable office supplies.*”

6. On March 29, 2019, the Town of Rush purchased a walk-through metal detector for the court from Promark International, Inc., for \$4,056.47, a lower cost than the approved amount of \$4,238.47. The Promark invoice dated March 29, 2019, the Town of Rush general voucher dated May 6, 2019, the Town of Rush voucher dated May 21, 2019, and the Town of Rush cancelled check dated May 23, 2019, all reflect an

expenditure of \$4,056.47. Copies of those documents are annexed to the Agreed Statement of Facts as Exhibit C. That expenditure was \$182.00 (or approximately 4.3%) less than the awarded amount.

7. Respondent did not purchase a hand-held metal detector, which had been approved for purchase in the amount of \$120.00.

8. Between May 6, 2019, and May 24, 2019, the Town of Rush purchased various components for the replacement of a door from three separate suppliers: C.M. Armitage, West Fire Systems, Inc., and Rochester Colonial Manufacturing Corp. The sum total of those components – comprised of \$475.00 to Armitage, \$213.50 to West Fire, and \$760.00 to Rochester Colonial – was \$1,448.50, a lower cost than the approved amount of \$2,871.00. Copies of the Armitage invoice dated May 6, 2019, the Town of Rush general voucher dated June 7, 2019, the Town of Rush voucher dated June 11, 2019, and the Town of Rush cancelled check dated June 13, 2019, all in the amount of \$475.00, are annexed to the Agreed Statement of Facts as Exhibit D. Copies of the West Fire invoice dated May 17, 2019, the Town of Rush voucher dated June 11, 2019, and the Town of Rush cancelled check dated June 13, 2019, all in the amount of \$213.50, are annexed to the Agreed Statement of Facts as Exhibit E. Copies of the Rochester Colonial invoice dated May 24, 2019, the Town of Rush general voucher dated April 27, 2019, the Town of Rush voucher dated July 9, 2019, and the Town of Rush cancelled check dated July 11, 2019, all in the amount of \$760.00, are annexed to the Agreed Statement of Facts as Exhibit F. The sum of those expenditures was \$1,422.50 (or approximately 50%) less than the awarded amount.

9. On October 25, 2019, respondent purchased a judicial robe from Craft Clothes, Inc., for \$260.00, which was \$10.00 more than the approved grant amount of \$250.00. Copies of the Craft Clothes invoice dated October 28, 2019, and the Town of Rush voucher dated December 17, 2019, both in the amount of \$260.00, are annexed to the Agreed Statement of Facts as Exhibit G.

10. On September 2, 2019, respondent signed and submitted his 2018-2019 JCAP Reconciliation Report. Respondent knew at the time he filed the Reconciliation Report that the amounts he reported for each expenditure were not accurate.

11. In particular, respondent represented that he had spent the entire grant amount of \$7,479.47 on the walk-through metal detector, the hand-held metal detector, the door improvements and a judicial robe, when he knew he had spent only \$5,764.97.<sup>1</sup> The Reconciliation Report did not disclose that respondent realized a savings of \$1,714.50, and respondent did not submit receipts to certify the amount he actually spent on authorized purchases. A copy of the Reconciliation Report, dated September 2, 2019, is annexed to the Agreed Statement of Facts as Exhibit H.

12. Notwithstanding that he knew it would not be permitted without JCAP approval, respondent intended to spend the \$1,714.50 toward the purchase of an unapproved audio-visual system for his court.

---

<sup>1</sup> Although respondent had not purchased the judicial robe at the time that he filed the Reconciliation Report, he included that expenditure, which he subsequently made in October 2019.

13. On October 25, 2019, respondent approved a Town of Rush voucher in the amount of \$3,387.00, for the purchase of an audio-visual system, including a 50-inch LED TV and assorted accessories, from The PinPoint Group, Inc., by signing his name in the box on the form labeled, "Department Approval." A copy of the voucher, dated October 25, 2019, is annexed to the Agreed Statement of Facts as Exhibit I.

14. On November 14, 2019, the Town of Rush issued a check in the amount of \$3,387.00 to The PinPoint Group, Inc., for the audio-visual equipment. Copies of The PinPoint Group invoice dated October 21, 2019, the Town of Rush voucher dated November 13, 2019, and the Town of Rush cancelled check dated November 14, 2019, all in the amount of \$3,387.00, are annexed to the Agreed Statement of Facts as Exhibit J.

15. On December 10, 2019, respondent was notified by email that his Reconciliation Report had been rejected by OJCS because he had not provided "paid receipts or invoices with the cancelled checks reflecting the funds have been spent." A copy of the email from Kathleen M. Roberts of OJCS, dated December 10, 2019, to respondent, is annexed to the Agreed Statement of Facts as Exhibit K.

16. On December 23, 2019, respondent was notified by email that OJCS could not close the 2018-2019 grant cycle because the savings he realized from spending less than the awarded amount on the metal detectors and door renovations "were used to offset the cost of unapproved items." OJCS requested that respondent return the money he had saved on the authorized items and subsequently spent on the AV equipment, advising him that "[a] court simply cannot use the savings to purchase items that were not

requested or approved.” A copy of the email from Ms. Roberts to respondent, dated December 23, 2019, is annexed to the Agreed Statement of Facts as Exhibit L.<sup>2</sup>

17. On January 30, 2020, the Town of Rush issued a check in the amount of \$1,714.50 to OJCS as a refund of JCAP grant monies which were expended on unapproved items. A copy of the check is annexed to the Agreed Statement of Facts as Exhibit M.

18. On January 31, 2020, respondent filed a revised 2018-2019 JCAP Reconciliation Report. That report and the accompanying documentation showed expenditures on approved items in the amount of \$5,764.97 and the return of \$1,714.50 in unused grant funds. A copy of the revised Reconciliation Report is annexed to the Agreed Statement of Facts as Exhibit N.

19. On February 6, 2020, OJCS sent an email to respondent noting that “[t]he Office of Justice Court Support received Rush Town Court’s returned grant funds in the amount of \$1,714.00,<sup>3</sup> the completed 2018-19 JCAP Reconciliation Report, and documentation reflecting \$5,764.97 was spent accordingly. We are informing the Court this grant is now closed.” A copy of the email is annexed to the Agreed Statement of Facts as Exhibit O.

---

<sup>2</sup> OJSC originally requested a return in the amount of \$1,938.00, but subsequently determined that respondent owed only \$1,714.50. The \$223.50 difference resulted from the fact that respondent paid \$213.50 to West Fire that he had not adequately reported to OJCS until after December 23, 2019, and the fact that he spent an extra \$10.00 on the judicial robe above the approved amount.

<sup>3</sup> This amount should have been recorded as \$1,714.50 rather than \$1,714.00.

### Additional Factors

20. All monies from the 2018-2019 JCAP grant to the Rush Town Court have been accounted for, and it appears that all of the items respondent purchased with grant money are being used for court purposes.

21. The Town of Rush ultimately paid the entire purchase price of the audio-visual equipment, and it appears the equipment is being used for court purposes.

22. Respondent affirms that he did not personally benefit financially from any of the transactions described herein, and the Administrator has no evidence to the contrary. Respondent affirms that his sole purpose was to assist the court.

23. Nevertheless, respondent admits it was wrong to have used savings from the JCAP-funded grant to purchase items for the court that had neither been requested of nor approved by JCAP. Respondent also admits it was wrong to have submitted initial reports to JCAP that he knew to be inaccurate. He recognizes that such conduct undermines confidence in the integrity of the judiciary and in him individually, both among the public and within the court system, and he commits never to do so again.

24. Respondent has been cooperative and contrite with the Commission throughout this inquiry.

Upon the foregoing findings of fact, the Commission concludes as a matter of law that respondent violated Sections 100.1, 100.2(A) and 100.3(C)(1) of the Rules and should be disciplined for cause pursuant to Article 6, Section 22, subdivision (a) of the Constitution and Section 44, subdivision 1 of the Judiciary Law. Charge I of the Formal Written Complaint is sustained insofar as it is consistent with the above findings and

conclusions and respondent's misconduct is established.

Each judge is obligated to “act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary” and must observe high standards of conduct “so that the integrity and independence of the judiciary will be preserved.” (Rules, §§100.1 and 100.2(A)) Section 100.3(C)(1) of the Rules requires that each judge “shall diligently discharge the judge’s administrative responsibilities... and maintain professional competence in judicial administration . . . .” In *Matter of McDermott*, 2019 NYSCJC Annual Report 161, the Commission held, “[t]he handling of official funds is one of a judge's most important responsibilities. . . . This responsibility requires strict adherence to mandated procedures in order to avoid even the appearance that court funds have been mishandled or misappropriated.” *Id.* at 167.

Respondent violated his ethical obligations and brought reproach upon the judiciary when he signed a Reconciliation Report knowing it contained inaccurate information about the expenditure of JCAP grant money. For example, respondent reported that the full amount of the grant had been spent on approved items when he knew that was not true. In addition to signing the inaccurate report, respondent improperly used the JCAP grant money that had been saved to purchase an audio-visual system for court use despite knowing that he did not have the appropriate approval to use the funds in that manner. As respondent acknowledged, his improper conduct fell short of the high standards required of a judge and undermined confidence in the integrity of the judiciary.

In accepting the jointly recommended sanction of censure, we have taken into

consideration that respondent has admitted that his conduct warrants public discipline and that he has pledged to carefully comply with the Rules. We trust that respondent has learned from this experience and in the future will act in strict accordance with his obligation to abide by all the Rules Governing Judicial Conduct.

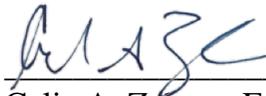
By reason of the foregoing, the Commission determines that the appropriate disposition is censure.

Mr. Belluck, Ms. Grays, Judge Camacho, Ms. Corngold, Judge Falk, Judge Mazza, Judge Miller, Mr. Raskin, Mr. Rosenberg and Ms. Yeboah concur.

#### CERTIFICATION

It is certified that the foregoing is the determination of the State Commission on Judicial Conduct.

Dated: April 28, 2021



---

Celia A. Zahner, Esq.  
Clerk of the Commission  
New York State  
Commission on Judicial Conduct