

STATE OF MICHIGAN
IN THE SUPREME COURT

COMPLAINT AGAINST

Hon. Byron J. Konschuh
40th Circuit Court
255 Clay Street
Lapeer, Michigan 48446

Docket No. 159088
Formal Complaint No. 100

HON. BYRON J. KONSCHUH'S ANSWER TO THE AMENDED FORMAL
COMPLAINT

NOW COMES the Hon. Byron J. Konschuh, by and through his attorneys, Collins Einhorn Farrell PC, and for his answer to the amended formal complaint, states as follows:

1. Respondent is a judge of the 40th Circuit Court, County of Lapeer, State of Michigan.

ANSWER:

Answering paragraph 1, Judge Konschuh admits same.

2. As a judge, respondent was and is subject to all the duties and responsibilities imposed on him by the Michigan Supreme Court, and is subject to the standards for discipline set forth in MCR 9.104 and 9.205.

ANSWER:

Answering paragraph 2, Judge Konschuh admits same.

3. Respondent was appointed to the bench of the 40th Circuit Court in Lapeer County, Michigan, on or about March 25, 2013.

ANSWER:

Answering paragraph 3, Judge Konschuh admits same.

4. Respondent was sworn in as a judge of the 40th Circuit Court in Lapeer County, State of Michigan, on April 8, 2013.

ANSWER:

Answering paragraph 4, Judge Konschuh admits same.

5. Respondent was admitted to the State Bar of Michigan in 1985.

ANSWER:

Answering paragraph 5, Judge Konschuh admits same.

6. As an attorney licensed by the State of Michigan, respondent was and still is subject to the standards of conduct applicable to an attorney under MCR 9.103(A) and the Michigan Court Rules of Professional Conduct ("MRPC").

ANSWER:

Answering paragraph 6, Judge Konschuh admits same.

7. Pursuant to MCR 9.205(B)(2), the Commission has jurisdiction over respondent for conduct committed while respondent was a member of the State Bar of Michigan.

ANSWER:

Answering paragraph 7, the paragraph does not require a response.

COUNT I
2016 CRIMINAL MISDEMEANOR CONVICTION

8. Paragraphs 1 through and including 7, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 8, Judge Korschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 7 as if the same were fully set forth herein.

9. On or about July 18, 2014, respondent was charged with five felony counts of embezzlement by a public official over \$50, in violation of MCL 750.175.

ANSWER:

Answering paragraph 9, Judge Korschuh admits same.

10. The charges were filed by Shiawassee County Prosecuting Attorney Deana M. Finnegan, acting as a special prosecutor assigned by the Michigan Office of the Attorney General.

ANSWER:

Answering paragraph 10, Judge Korschuh admits same.

11. *People v Korschuh* was filed in the 71-A District Court under case no. 14-1779-FY.

ANSWER:

Answering paragraph 11, Judge Korschuh admits same.

12. Preliminary examination in *People v Korschuh* commenced on or about September 24, 2014, before Shiawassee District Court Judge Terrance Dignan.

ANSWER:

Answering paragraph 12, Judge Korschuh admits same.

13. On or about October 15, 2014, respondent was bound over for trial, as charged, to Lapeer County Circuit Court under case no. 14-012016-FH.

ANSWER:

Answering paragraph 13, Judge Kenschuh admits same.

14. *People v Kenschuh* was assigned for trial to Genesee County Circuit Court Judge Geoffrey L. Neithercut.

ANSWER:

Answering paragraph 14, Judge Kenschuh admits same.

15. The Genesee County Circuit Court case number assigned to *People v Kenschuh* was 14-36353-FH.

ANSWER:

Answering paragraph 15, Judge Kenschuh admits same.

16. On or about March 8, 2016, respondent stipulated to Special Prosecutor Finnegan filing an amended complaint/information in *People v Kenschuh*.

ANSWER:

Answering paragraph 16, Judge Kenschuh denies the allegations in the form and manner stated. Judge Kenschuh stipulated to the addition of Count VI to the amended information as it was to be used in conjunction with the March 8, 2016 stipulation and agreement that provides, "Judge Kenschuh will plead 'no contest' that there may be an interpretation of MCL 21.44 that supports the argument that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

17. The amended complaint/information included Count 6 - "Public Officer - Failure To Account For County Money," a misdemeanor, in violation of MCL 750.485.

ANSWER:

Answering paragraph 17, Judge Korschuh admits same. In further answer, Judge Korschuh stipulated to the addition of Count VI to the amended information in conjunction with the March 8, 2016 stipulation and agreement that provides, "Judge Korschuh will plead "no contest" that there may be an interpretation of MCL 21.44 that supports the argument that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

18. Count 6 of the amended complaint/information alleged that respondent:

...being a person holding public office for the County of Lapeer, who received money belonging to the County, failed to keep an accurate and perfect account of all such money, by whom paid and for what purposes as directed by the County Board of Commissioners; contrary to MCL 750.485. MISDEMEANOR: 90 days and/or \$500.

ANSWER:

Answering paragraph 18, Judge Korschuh admits same.

19. On or about March 8, 2016, respondent signed and executed:

- a. "Plea Agreement/Sentence Agreement" which specified that respondent was pleading nolo contendere to Count 6 of the complaint/information, to wit, "Public Officer - Failure to Account for County Money" in violation of MCL 750.485;

- b. "Advice of Rights" plea form which advised respondent of the rights he waived by entering a nolo contendere plea to Count 6 of the amended complaint/information;
- c. "Advice of Rights/Plea Agreement - People's Exhibit No. 1," which specified in part that MCL 750.485 carried a maximum sentence of 90 days in jail/prison;
- d. "Stipulation and Agreement Between the Parties."

ANSWER:

Answering paragraph 19 including subparagraphs (a) through (d), Judge Korschuh admits same. In further answer, Judge Korschuh states that the plea agreement was stipulated to in conjunction with the March 8, 2016 stipulation and agreement that provided, in part, that "Judge Korschuh will plead 'no contest' that there may be an interpretation of MCL 21.44 that supports the argument that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

20. The "Stipulation and Agreement Between the Parties" provided, in part, that during his tenure as the Lapeer County Prosecuting Attorney:

- a. Between 2009 and 2013, respondent raised funds from a bad check diversion program called Bounce Back;
- b. Between 2009 and 2013, respondent raised funds from the Law Enforcement Officers Regional Training Commission ("LEORTC") program (teaching fees);

- c. The total amount of the funds raised by the bad check diversion program and the LEORTC program was approximately \$1,802;
- d. Respondent deposited the funds raised from Bounce Back and the LEORTC into his personal checking accounts;
- e. The funds respondent raised from the bad check diversion program and the LEORTC program could be interpreted as public monies that would require financial reporting.

ANSWER:

Answering paragraph 20 including subparagraphs (a) through (e), Judge Korschuh admits same. In further answer, the March 8, 2016 stipulation and agreement provided, in part, that "Judge Korschuh will plead 'no contest' that there may be an interpretation of MCL 21.44 that supports the argument that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

21. On or about March 8, 2016, before the Hon. Geoffrey L. Neithercut, respondent entered a nolo contendere plea to Count 6 of the amended complaint/information.

ANSWER:

Answering paragraph 21, Judge Korschuh admits same. In further answer, Judge Korschuh provides that the plea was entered in conjunction with the March 8, 2016 stipulation and agreement, which provided in part, that "Judge Korschuh will plead 'no contest' that there may be an interpretation of MCL 21.44 that supports the argument

that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

22. In exchange for respondent's nolo contendere plea to Count 6 of the amended complaint/information, i.e., failure to account for county money under MCL 750.485, Special Prosecutor Finnegan dismissed Counts 1 through 5 of the amended complaint/information, i.e., embezzlement by a public official over \$50, each count having been filed under MCL 750.175.

ANSWER:

Answering paragraph 22, Judge Kenschuh denies the allegations in the form and manner. In further answer, Judge Kenschuh submits that in accordance with the March 8, 2016 stipulation and agreement, Judge Kenschuh plead no contest to the allegation that "there may be an interpretation of MCL 21.44 that supports the argument that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

23. At the outset of the March 8, 2016, plea hearing, while respondent and his counsel were present, Special Prosecutor Finnegan stated in open court:

It's my understanding that, pursuant to the amended information that was filed with the court, that Judge Kenschuh, Byron Kenschuh, will be tendering a plea of no-contest to an added Count Six of the information, that's public officer failure to account for public money. Upon his plea to that charge we're asking that the court delay sentence for a period that the court sees fit...and at the end of the delay period that count six charge, the misdemeanor charge, would be dismissed with prejudice upon successful completion of the terms of the delay which would include restitution.

ANSWER:

Answering paragraph 23, Judge Kenschuh can neither admit nor deny the allegations contained therein for the reason that this statement does not appear in the transcript of the March 8, 2016 hearing and he does not recall this statement being made.

24. At the March 8, 2016, plea hearing, Judge Neithercut advised respondent that the penalty for pleading to Count 6 “could involve a fine up to five-hundred dollars [and] jail time up to ninety days.”

ANSWER:

Answering paragraph 24, Judge Kenschuh admits same.

25. In accepting respondent’s nolo contendere plea to violating MCL 750.485, Judge Neithercut relied on the transcripts of the September 24 and October 15, 2014, preliminary examination conducted in connection with Counts 1 through 5 of the amended complaint, i.e., “embezzlement by a public official/officer,” each filed under MCL 750.175.

ANSWER:

Answering paragraph 25, Judge Kenschuh denies the allegations in the form and manner stated. In further answer, Judge Neithercut stated, “I’ve looked through it [transcripts of the preliminary examination] many of times as you know. I’m not going to take the time today because what I remember is is when Mr. Kenschuh was county prosecutor that he came into possession of a small amount of money which was not accounted for in a way that the county treasurer wants, and there was not an exact record kept of that money.”

T. 03.08.2016, p. 11.

26. At the March 8, 2016, plea hearing, after accepting respondent's nolo contendere plea, Hon. Geoffrey M. Neithercut stated that he:

...accepts the plea and finds Mr. Konschuh guilty of count six, failure to account for county money.

ANSWER:

Answering paragraph 26, Judge Konschuh admits same.

27. At the March 8, 2016, plea hearing, after Judge Neithercut accepted respondent's nolo contendere plea to Count 6 of the amended complaint/information, Special Prosecutor Finnegan stated:

I think in a case where there is a misdemeanor plea tendered at the circuit court level, a presentence investigation should be done so that the Court is fully informed of this man's history. I know it's impeccable, but I think that's the protocol when a misdemeanor plea is taken at circuit court.

ANSWER:

Answering paragraph 27, Judge Konschuh admits same.

28. At the March 8, 2016 plea hearing, the Hon. Neithercut decided to "follow protocol" and to refer respondent to the Lapeer County Probation Department for a presentence investigation and report.

ANSWER:

Answering paragraph 28, Judge Konschuh admits same.

29. At the sentencing hearing, conducted on or about March 31, 2016, as part of the sentence agreement, Judge Neithercut delayed the sentencing for 90 days, until July 1, 2016.

ANSWER:

Answering paragraph 30, Judge Kenschuh denies that the March 31, 2016 hearing was a sentencing for the reason that it is untrue. As to the remainder of the allegations, Judge Kenschuh admits same.

30. On or about July 1, 2016, *People v Kenschuh*, Genesee case no. 14-036353-FH/Lapeer case no. 14-012016, was dismissed with prejudice.

ANSWER:

Answering paragraph 30, Judge Kenschuh admits same.

31. On or about February 19, 2018, respondent filed a "Motion for Entry of Order *Nunc Pro Tunc*."

ANSWER:

Answering paragraph 31, Judge Kenschuh admits same

32. In the February 19, 2018, motion respondent represented that on March 8, 2016, he did not plead to a misdemeanor under MCL 750.485 in *People v Kenschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH.

ANSWER:

Answering paragraph 32, Judge Kenschuh admits same.

33. Respondent's representation in the February 19, 2018, motion was false and misleading.

ANSWER:

Answering paragraph 33, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

34. In the February 19, 2018, motion respondent represented that on March 8, 2016, he entered a plea of nolo contendere “that there may be an interpretation of MCL 21.44 that supports the argument that [respondent] should have reported the collection of these funds to the State or other appropriate entity for accounting purposes.”

ANSWER:

Answering paragraph 34, Judge Korschuh admits same. In further answer, Judge Korschuh submits that the details of the no contest plea were set forth in the March 8, 2016 stipulation and agreement, which was incorporated into the plea process.

35. Respondent’s claim/representation in the February 19, 2018, motion was false and/or misleading.

ANSWER:

Answering paragraph 35, Judge Korschuh denies the allegations contained therein for the reason same are not true.

36. In the February 19, 2018, motion respondent requested Judge Neithercut to enter an “Order Nunc Pro Tunc” to correct “a mistake which, if not corrected, falsely indicated that Byron J. Korschuh pled to a crime, the misdemeanor known as MCL 750.485, which he clearly and objectively did not.”

ANSWER:

Answering paragraph 36, Judge Korschuh admits same. In further answer, Judge Korschuh submits that the negotiated agreement memorialized in the March 8, 2016 stipulation and agreement does not contain or reference MCL 750.485.

37. Respondent's representation that he did not plead to a crime was false and/or misleading.

ANSWER:

Answering paragraph 36, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

38. On or about March 5, 2018, following a hearing, Judge Neithercut denied respondent's Motion for Entry of Order Nunc Pro Tunc.

ANSWER:

Answering paragraph 37, Judge Kenschuh admits same.

COUNT II
FINANCIAL IMPROPRIETIES - HARTLAND/TRANSMODUS

39. Paragraphs 1 through and including 38, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 39, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 38 as if the same were fully set forth herein.

40. From January of 2001 until April 8, 2013, respondent served as the Prosecuting Attorney for the County of Lapeer, State of Michigan.

ANSWER:

Answering paragraph 40, Judge Kenschuh admits same.

41. As the Lapeer County Prosecuting Attorney respondent was a public officer/public official and the chief law enforcement officer for Lapeer County, State of Michigan.

ANSWER:

Answering paragraph 41, Judge Kenschuh admits same.

42. As is detailed in this count and Counts III – V, below, during his tenure as Lapeer County Prosecuting Attorney respondent persistently obtained money and benefits for himself, and obtained benefits for the staff of the prosecutor’s office, to which, as he was well aware, he and the staff were not entitled. Respondent obtained some of that money and some of those benefits through false statements, misrepresentations, and forgery. After respondent became a judge, when questioned by law enforcement or under oath about obtaining that money and those benefits, respondent made numerous false statements to conceal his improprieties, as detailed in Count VIII, below.

ANSWER:

Answering paragraph 42, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

43. During his tenure as the Lapeer County Prosecuting Attorney respondent did not open/create and did not direct anyone to open/create any savings/checking accounts for and/or in the name of the Lapeer County Prosecutor’s Office (“LCPO”).

ANSWER:

Answering paragraph 43, Judge Kenschuh admits same.

44. During his tenure as the Lapeer County Prosecutor respondent did not establish and did not direct anyone else to establish at the LCPO a non-employee contributory “petty cash” account with a ledger showing the sources of the funds therein and all expenditures for which the funds were used.

ANSWER:

Answering paragraph 44, Judge Kenschuh admits same.

45. During respondent’s tenure as the Lapeer County Prosecutor, Lapeer County operated under an “Adopted Accounting Procedures” policy regarding “Grants, Contracts, and Agreements.”

ANSWER:

Answering paragraph 45, Judge Kenschuh neither admits nor denies the allegations contained therein due to lack of information or personal knowledge.

46. The “Adopted Accounting Procedures for Lapeer County” provided, in part:

All Grants, Contracts and Agreements involving the County, County Department, County Elected Official, Appointed Department Head or Employee of the County SHALL be reviewed and approved by the County Board of Commissioners. All Revenues or Reimbursements SHALL be deposited with the County Treasurers Office per the Cash Receipting Procedures within 24 hours of receipt. Cash receipts are all moneys which shall come into the hands of any office of the County or an employee or elected official of that office (including Cash, Check, Debit/Credit, Electronic Transfer and ACH), through the operation of County business or authority of that office.

(Emphasis in original)

ANSWER:

Answering paragraph 46, Judge Kenschuh admits the portions of the procedures were accurately cited, only.

47. The "Adopted Accounting Procedures for Lapeer County" policy included a "CONTRACT, AGREEMENT PROCEDURE" which provided, in relevant part, as follows:

- (7) Before ANY Contract/Agreement is entered into, the department SHALL prepare and submit the contract to the Prosecuting Attorney for review.
- (8) After review by the Prosecuting attorney, the department SHALL prepare and submit a "Request for Action" form to the Board of Commissioners requesting authorization to enter into a Contract/Agreement.
- (9) The Board of Commissioners will review the Contract/Agreement and the Prosecuting Attorney's recommendations and make a determination as to whether the County should enter into the Contract/Agreement.
- (10) If Contract/Agreement is authorized by the Board of Commissioner (sic), the department SHALL obtain the required signature (Board Chairman and Contractor Representative) and present copies to the Administration Office and the County Clerk.
- (11) Any Revenues or Reimbursements from the Contract/Agreement SHALL be deposited with the County Treasurer's Office per the Cash Receipting Procedures with (sic) 24 hours of receipt.

ANSWER:

Answering paragraph 47, Judge Kenschuh admits the portions of the procedures were accurately cited, only.

48. The Lapeer County "Cash Receipts" policy also provided, in part, that:

All cash receipts SHALL be deposited with the County Treasurers Office by 5:00 pm of every Monday through Friday (except Holidays). Cash receipts are all moneys which shall come into the hands of any office of the County or an employee or elected official of that office (including Cash, Check, Debit/Credit, Electronic Transfer and ACH), through the operation of County Business or authority of that office.

ANSWER:

Answering paragraph 48, Judge Kenschuh admits this portion of the policy was accurately cited. In further answer, Judge Kenschuh submits that he does not recall ever being provided a copy of a "Cash Receipts" policy, nor was he aware that such a policy existed while at the prosecutor's office.

49. During respondent's tenure as the Lapeer County Prosecutor various Lapeer County departments, administrators, and/or the Board of Commissioners submitted contracts to respondent for his review of compliance with county policies, county exposure to any liability, and any expenditure of taxpayer money. Respondent's review of these contracts gave him familiarity with the Lapeer County contract policy.

ANSWER:

Answering paragraph 49, Judge Kenschuh admits same.

50. Prior to December 2009 the LCPO utilized the services of Hartland Payment Systems/Transmodus ("Transmodus"), a check collection company, to obtain the dishonored funds for some of the LCPO's bad check cases.

ANSWER:

Answering paragraph 50, Judge Kenschuh admits same.

51. Respondent entered into a verbal agreement and/or contract with Transmodus in his capacity as the Lapeer County Prosecuting Attorney.

ANSWER:

Answering paragraph 51, Judge Konschuh admits same.

52. Prior to or at the time of entering into the agreement/contract with Transmodus, respondent did not comply with the "Adopted Accounting Procedures for Lapeer County" in that:

- a. Respondent failed to prepare and submit a "Request for Action" form to the Lapeer County Board of Commissioners requesting authorization to enter into a contract/agreement with Transmodus;
- b. Respondent failed to obtain the required signature (Board Chairman and Contractor Representative) and/or to present copies to the Administration Office and the County Clerk;
- c. Respondent failed to deposit any revenues or reimbursements from the contract/agreement with Transmodus with the County Treasurer's Office per the Cash Receipting Procedures.

ANSWER:

Answering paragraph 52 including subparagraphs (a) through (c), Judge Konschuh denies the allegations in the form and manner stated. In further answer, Judge Konschuh submits that he was unaware of any such procedures during the relevant time periods,

and he did not believe he had an obligation under any such county policy as the contract with Transmodus was not a county contract.

53. Prior to entering into and during the pendency of the agreement/contract with Transmodus, respondent failed to notify any county officials/departments about the Transmodus agreement and/or contract, including:

- a. Lapeer County Controller/ Administrator John Biscoe;
- b. Lapeer County Treasurer's Office;
- c. Lapeer County Finance Department;
- d. Lapeer County Board of Commissioners.

ANSWER:

Answering paragraph 53 including subparagraphs (a) through (d), Judge Konschuh admits same.

54. The agreement/contract between the LCPO and Transmodus was in effect in 2008/2009.

ANSWER:

Answering paragraph 54, upon information and belief Judge Konschuh does not contest same.

55. Under the Transmodus agreement/contract, the LCPO referred select bad check cases to Transmodus for collection before issuing criminal charges.

ANSWER:

Answering paragraph 55, Judge Konschuh admits same.

56. In the cases received from the LCPO, Transmodus added a \$35 collection fee to the face amount of each check.

ANSWER:

Answering paragraph 56, upon information and belief, Judge Kenschuh does not contest the same.

57. On or about October 15, 2008, Cherri Ohenley issued check number 2278 in the amount of \$25.28, drawn on account no. 12079944, to the Past Tense Country Store in Lapeer, Michigan.

ANSWER:

Answering paragraph 57, upon information and belief Judge Kenschuh does not contest same.

58. Ms. Ohenley's check no. 2278 was dishonored for non-sufficient funds.

ANSWER:

Answering paragraph 58, upon information and belief Judge Kenschuh does not contest same.

59. Collection on Cherri Ohenley's bad check no. 2278 was handled by Transmodus.

ANSWER:

Answering paragraph 59, Judge Kenschuh admits same.

60. In addition to the \$25.28 face amount of check no. 2278, Transmodus added a \$35 collection fee.

ANSWER:

Answering paragraph 60, upon information and belief, Judge Korschuh does not contest same.

61. On or about January 31, 2009, the LCPO received from Ms. Ohenley a Western Union Money Order no. 09-021376243, dated January 31, 2009, in the amount of \$60.28.

ANSWER:

Answering paragraph 61, Judge Korschuh admits same.

62. The LCPO accepted Western Union Money Order no. 09-021376243 as payment in full in the case involving check no. 2278.

ANSWER:

Answering paragraph 62, Judge Korschuh admits same.

63. Respondent took possession of Ms. Ohenley's Western Union Money Order no. 09-021376243.

ANSWER:

Answering paragraph 63, upon information and belief Judge Korschuh does not contest same.

64. Respondent failed to forward Ms. Ohenley's money order no. 09-021376243 to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 64, Judge Korschuh admits same.

65. On or about May 14, 2009, respondent cashed and deposited Ms. Ohenley's money order no. 09-021376243 into his personal Lapeer County Bank & Trust ("LCBT") checking account no. 14069857.

ANSWER:

Answering paragraph 65, Judge Kenschuh admits same.

66. From 2009 through and including 2013, respondent and his wife, Lorraine Kenschuh, were the sole account holders of the LCBT account no. 14069857.

ANSWER:

Answering paragraph 66, Judge Kenschuh admits same.

67. Ms. Ohenley's money order was not respondent's personal property and he had no right to deposit it into his personal account.

ANSWER:

Answering paragraph 67, Judge Kenschuh denies the allegations contained therein in the form and manner stated.

68. On or about May 15, 2009, respondent submitted or caused the submission of a deposit advice form forwarding \$45.28 of the \$60.28 from Ms. Ohenley's money order to the Lapeer County Treasurer's Office for deposit into account no. 701-000-271-003.

ANSWER:

Answering paragraph 68, Judge Kenschuh denies the allegations contained therein in the form and manner stated. In further answer, Judge Kenschuh submits that the deposit advice form was prepared by Patricia Redlin.

69. In 2008-2009 account no. 701-000-271-003 was a holding account set up by Lapeer County for the payment of restitution to crime victims in criminal cases generated by the prosecutor's office.

ANSWER:

Answering paragraph 69, Judge Kenschuh can neither admit nor deny the allegations contained therein for lack of information or personal knowledge.

70. The May 15, 2009, deposit advice designated the \$45.28 as restitution for the Past Tense Country Store, the complainant/victim in the Ohenley bad check case.

ANSWER:

Answering paragraph 70, upon information and belief Judge Kenschuh does not contest same.

71. On or about May 15, 2009, respondent signed and forwarded, or caused to be forwarded, to the Lapeer County Finance Department an invoice voucher requesting the payment of \$45.28 in restitution to the Past Tense Country Store in Lapeer County, Michigan.

ANSWER:

Answering paragraph 71, Judge Kenschuh admits same.

72. Respondent failed to forward the remaining \$15 from the Ohenley money order no. 09-021376243 to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 72, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

73. Respondent did not submit, or direct the submission of, any invoice vouchers requesting the Lapeer County Finance Department to forward the \$35 collection fee, or any part thereof, to Transmodus.

ANSWER:

Answering paragraph 73, Judge Kenschuh denies the allegations to the extent that they assign obligations to him that were not his responsibility. In further answer, Judge Kenschuh submits that he gave the equivalent of Sherry Ohenley's money order to the Lapeer County Treasurer's Office to voucher to the appropriate parties.

COUNT III
FINANCIAL IMPROPRIETIES - BOUNCE BACK

74. Paragraphs 1 through and including 73, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 74, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 73 as if the same were fully set forth herein.

75. On or about December 31, 2008, respondent signed and entered into an agreement/contract with Bounce Back, Inc. ("Bounce Back") in his capacity as the Lapeer County Prosecuting Attorney.

ANSWER:

Answering paragraph 75, Judge Kenschuh admits same.

76. Bounce Back replaced Transmodus as the collector of bad checks.

ANSWER:

Answering paragraph 76, Judge Konschuh admits same.

77. Prior to entering into the agreement/contract with Bounce Back, respondent:

- a. Did not prepare and/or submit a "Request for Action" form regarding the Bounce Back contract to the Lapeer County Board of Commissioners;
- b. Did not obtain permission and/or approval from the Lapeer County Board of Commissioners to enter into a contract with Bounce Back;
- c. Did not obtain permission and/or approval from Lapeer County Controller/Administrator John Biscoe to enter into the contract with Bounce Back.

ANSWER:

Answering paragraph 77 including subparagraphs (a) through (c), Judge Konschuh admits same.

78. The agreement/contract with Bounce Back became effective on or about January 1, 2009, and continued through at least April 8, 2013.

ANSWER:

Answering paragraph 78, upon information and belief Judge Konschuh does not contest same.

79. Between 2008 and April of 2013, respondent:

- a. Did not inform the Lapeer County Board of Commissioners of the contract between Bounce Back and the LCPO;

- b. Did not inform County Controller/ Administrator John Biscoe of the contract between Bounce Back and the LCPO.

ANSWER:

Answering paragraph 79 including subparagraphs (a) and (b), Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he did not inform the Lapeer County Board of Commissioners or County Controller/Administrator John Biscoe of the Bounce Back contract because he believed the contract was not a county contract.

80. Under the terms of the contract/agreement with Bounce Back the check enforcement program was to be known as the "Lapeer County Bad Check Enforcement Program."

ANSWER:

Answering paragraph 80, Judge Kenschuh admits same.

- 81. Under the terms of the contract with Bounce Back:
 - a. "Selected Offenders" were referred to Bounce Back for collection;
 - b. Bounce Back added a \$40 "processing fee" to the face amount of each check referred for collection;
 - c. Bounce Back paid the LCPO \$5 from each "processing fee" they received.

ANSWER:

Answering paragraph 81 including paragraphs (a) through (c), Judge Kenschuh states that the written contract speaks for itself.

82. Between 2009 and April of 2013 the LCPO received approximately \$1022 from Bounce Back, through approximately 43 checks, for the bad check cases referred to Bounce Back.

ANSWER:

Answering paragraph 82, upon information and belief Judge Kenschuh does not contest same.

83. Each check from Bounce Back, representing various aggregate sums of the fee paid to the LCPO, was made payable to "Lapeer County Prosecuting Attorney's Office" or "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 83, upon information and belief Judge Kenschuh does not contest same.

84. The checks the LCPO received from Bounce Back were not respondent's personal property and he had no right to deposit them into his personal accounts.

ANSWER:

Answering paragraph 84, Judge Kenschuh admits that the funds received from Bounce Back were not his personal funds, and as to the remaining allegations, Judge Kenschuh denies those allegations in the form and manner stated.

85. Between 2009 and April of 2013, respondent:

- a. Did not notify/advise/inform the Lapeer County Board of Commissioners that the LCPO was being paid a fee for every bad check case referred to Bounce Back upon which Bounce Back collected;

- b. Did not notify/advise/inform County Controller/ Administrator John Biscoe that the LCPO was being paid a fee for every bad check case referred to Bounce Back upon which Bounce Back collected;
- c. Did not notify/advise/inform the Lapeer County Treasurer's Office that the LPCO was being paid a fee for every bad check case referred to Bounce Back upon which Bounce Back collected.

ANSWER:

Answering paragraph 85 including subparagraphs (a) through (c), Judge Korschuh states as follows:

- a. *Judge Korschuh admits he did not inform the Board of Commissioners of the BounceBack contract because he believed the contract was not a county contract, and he also believed that the Board of Commissioners were aware of the contract due to the publicity of the program.*
- b. *Judge Korschuh admits that he does not recall specifically discussing the BounceBack contract with Mr. Biscoe. In further answer, Judge Korschuh submits that Mr. Biscoe knew about the contract due to the publicity of the program and because he has testified as such.*
- c. *Judge Korschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Korschuh admits same.*

86. Between January 1, 2009, and April 8, 2013, respondent:

- a. Did not forward, nor direct anyone else to forward, to the Lapeer County Treasurer's Office any of the checks/funds the LCPO received from Bounce Back;
- b. Did not make and maintain, nor direct anyone else to make and maintain, a copy of each check received by the LCPO from Bounce Back;
- c. Directed the office managers, Cathy Strong and Leigh Hauxwell, to deliver to respondent each of the checks received by the LCPO from Bounce Back.

ANSWER:

Answering paragraph 86 including subparagraphs (a) through (c), Judge Kenschuh states as follows:

- a. *Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same.*
- b. *Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same.*
- c. *Judge Kenschuh neither admits nor denies the allegations in this paragraph due to lack of information or personal knowledge.*

87. Between 2008 and April 8, 2013, respondent took possession of each check the LCPO received from Bounce Back.

ANSWER:

Answering paragraph 87, Judge Kenschuh admits same.

88. Between 2008 and April 8, 2013, respondent did not:
- a. Open/establish a savings/checking account in the name of the LCPO at any banking institution for the checks/funds the LCPO received from Bounce Back;
 - b. Did not request the Lapeer County Board of Commissioners, the Treasurer's Office, or the Finance Department to create/set up a special line item account for the funds the LCPO received from Bounce Back;
 - c. Did not maintain any accounting/bookkeeping records of the following information:
 1. The date, number, and amount of each check the LCPO received from Bounce Back;
 2. The date each check from Bounce Back was cashed/deposited;
 3. The banking institution that cashed/deposited each of the checks from Bounce Back;
 4. The number of the account the funds from each check were deposited into;
 5. Any items and/or services each Bounce Back fee was used to purchase, pay for, or reimburse.

ANSWER:

Answering paragraph 87 including subparagraphs (a) through (c)(5), Judge Konschuh states as follows:

- a. Judge Konschuh admits same.*
- b. Judge Konschuh denies there was a duty to request that a special line item account for the BounceBack funds be created, which there wasn't because the funds were not viewed as county funds. Notwithstanding, Judge Konschuh admits same.*
- c. Judge Konschuh denies there was a duty to request that a special line item account for the BounceBack funds be created, which there wasn't because the funds were not viewed as county funds. Notwithstanding, Judge Konschuh admits same.*

1. Check No. 20633

89. On or about September 25, 2009, the LCPO received from Bounce Back check no. 20633 in the amount of \$60.

ANSWER:

Answering paragraph 89, Judge Konschuh admits same.

90. The funds in check no. 20633 represented some of the fees Bounce Back collected from bad check cases referred to Bounce Back for collection.

ANSWER:

Answering paragraph 90, upon information and belief, Judge Konschuh does not contest same.

91. Check no. 20633 was made payable to the “Lapeer County Prosecuting Attorney’s.”

ANSWER:

Answering paragraph 91, Judge Kenschuh was not under any obligation to notify or advise the Treasurer’s Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer’s office.

92. Respondent did not forward check no. 20633 or the funds therefrom to the Lapeer County Treasurer’s Office.

ANSWER:

Answering paragraph 92, Judge Kenschuh admits same.

93. On or about October 8, 2009, respondent wrote “for deposit only” on the back of check no. 20633 and deposited it into his personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 91, Judge Kenschuh admits same.

94. Respondent did not make and keep a copy and/or any record of check no. 20633 before cashing and depositing it into his and his wife’s personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 94, Judge Kenschuh admits same.

2. Check No. 20705

95. On or about October 28, 2009, the LCPO received from Bounce Back check no. 20705 in the amount of \$25.

ANSWER:

Answering paragraph 95, Judge Kenschuh admits same.

96. The funds in check no. 20705 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 96, Judge Kenschuh admits same.

97. Check no. 20705 was made payable to the "Lapeer County Prosecuting Attorney's."

ANSWER:

Answering paragraph 97, Judge Kenschuh admits same.

98. Respondent did not forward check no. 20705 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 98, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were

not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

99. On or about November 4, 2009, respondent wrote "for deposit only" on the back of check no. 20705 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 99, Judge Konschuh admits same.

100. Respondent did not make and keep a copy of check no. 20705 before cashing and depositing it into his and his wife's personal Lapeer County Bank and Trust checking account no. 14069857.

ANSWER:

Answering paragraph 100, Judge Konschuh admits same.

3. Check No. 20810

101. On or about November 19, 2009, the LCPO received from Bounce Back check no. 20810 in the amount of \$23.19.

ANSWER:

Answering paragraph 101, Judge Konschuh admits same.

102. The funds in check no. 20810 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 102, Judge Konschuh admits same.

103. Check no. 20810 was made payable to the "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 103, Judge Konschuh admits same.

104. Respondent did not forward check no. 20810 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 104, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

105. In November of 2009 respondent gave check no. 20810 to Assistant Prosecuting Attorney ("APA") Matt Funke to pay for a portion of a food and beverage bill at Abruzzo's Piano & Grill restaurant.

ANSWER:

Answering paragraph 105, Judge Konschuh admits that the funds were given to APA Funke as partial payment for a LCPO-related event.

106. Respondent did not make and keep a copy of check no 20705 prior to giving it to APA Matt Funke.

ANSWER:

Answering paragraph 106, Judge Konschuh admits same.

4. Check No. 20926

107. On or about December 17, 2009, the LCPO received from Bounce Back check no. 20926 in the amount of \$32.82.

ANSWER:

Answering paragraph 107, Judge Kenschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. Judge Kenschuh submits that check no. 20926 is dated December 17, 2009.

108. On or about December 17, 2009, APA Steve Beatty personally delivered check no. 20926 to respondent.

ANSWER:

Answering paragraph 108, Judge Kenschuh denies the allegations concerning the relevant time period. Check no. 20926 is dated December 17, 2009. As to the allegation that APA Beatty personally delivered check no. 20926 to Judge Kenschuh, Judge Kenschuh can neither admit nor deny that allegation for reason of lack of information or personal knowledge.

109. The funds in check no. 20926 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 109, Judge Kenschuh admits same.

110. Check no. 20926 was made payable to the "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 110, Judge Kenschuh admits same.

111. Respondent did not forward check no. 20926 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 111, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

112. On or about January 19, 2010, respondent deposited the funds from check no. 20926 into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 112, Judge Kenschuh admits same.

113. Respondent did not make and keep a copy of check no. 20926 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 113, Judge Kenschuh admits same.

5. Check No. 21031

114. On or about January 25, 2010, the LCPO received from Bounce Back check no. 21031 in the amount of \$43.99.

ANSWER:

Answering paragraph 114, Judge Konschuh admits same.

115. The funds in check no. 21031 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 115, Judge Konschuh admits same.

116. Check no. 21031 was made payable to the "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 116, Judge Konschuh admits same.

117. Respondent did not forward check no. 21031 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 117, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

118. On or about February 18, 2010, respondent wrote "for deposit only" on the back of check no. 21031 and deposited it into his personal Chase Bank checking account no. 1602145615.

ANSWER:

Answering paragraph 118, Judge Konschuh admits same.

119. Respondent did not make and keep a copy of check no. 21031 before cashing and depositing it in his personal Chase Bank checking account no. 1602145615.

ANSWER:

Answering paragraph 119, Judge Konschuh admits same.

120. On or about February 18, 2010, respondent and his wife Lorraine Konschuh were the sole joint account holders of Chase Bank checking account no. 1602145615.

ANSWER:

Answering paragraph 120, Judge Konschuh admits same.

6. Check No. 21149

121. On or about February 17, 2010, the LCPO received from Bounce Back check no. 21149 in the amount of \$15.

ANSWER:

Answering paragraph 121, Judge Konschuh admits same.

122. The funds in check no. 21149 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 122, Judge Konschuh admits same.

123. Check no. 21149 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 123, Judge Konschuh admits same.

124. Respondent did not forward check no. 21149 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 124, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

125. On or about March 10, 2010, respondent wrote "Byron Kenschuh Prosecuting Attorney" and his initials on the back of check no. 21149 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 125, Judge Kenschuh admits same.

126. Respondent did not make and keep a copy of check no. 21149 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 126, Judge Kenschuh admits same.

7. Check No. 21256

127. On or about March 11, 2010, the LCPO received from Bounce Back check no. 21256 in the amount of \$55.14.

ANSWER:

Answering paragraph 127, Judge Konschuh admits same.

128. The funds in check no. 21256 represented some of the fees Bounce Back had collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 128, Judge Konschuh admits same.

129. Check no. 21256 was made payable to the "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 129, Judge Konschuh admits same.

130. Respondent did not forward check no. 21256 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 130, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

131. On or about March 25, 2010, respondent wrote "for deposit only" on the back of check no. 21256 and deposited it into his and his wife's personal Lapeer County Bank and Trust checking account no. 14069857.

ANSWER:

Answering paragraph 131, Judge Konschuh admits same.

132. Respondent did not make and keep a copy of check no. 21256 before cashing and depositing it into his and his wife's personal Lapeer County Bank and Trust checking account no. 14069857.

ANSWER:

Answering paragraph 132, Judge Konschuh admits same.

8. Check No. 21359

133. On or about April 8, 2010, the LCPO received from Bounce Back check no. 21359 in the amount of \$20.

ANSWER:

Answering paragraph 133, Judge Konschuh admits same.

134. The funds in check no. 21359 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 134, Judge Konschuh admits same.

135. Check no. 21359 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 135, Judge Konschuh admits same.

136. Respondent did not forward check no. 21359 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 136, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

137. On or about April 27, 2010, respondent wrote "for deposit only" on the back of check no 21359 and deposited it into his and his wife's personal Lapeer County Bank and Trust checking account no. 14069857.

ANSWER:

Answering paragraph 137, Judge Kenschuh admits same.

138. Respondent did not make and keep a copy of check no. 21359 before cashing and depositing it into his and his wife's personal Lapeer County Bank and Trust checking account no. 14069857.

ANSWER:

Answering paragraph 138, Judge Kenschuh admits same.

9. Check No. 21470

139. On or about May 6, 2010, the LCPO received from Bounce Back check no. 21470 in the amount of \$30.

ANSWER:

Answering paragraph 139, Judge Konschuh admits same.

140. The funds in check no. 21470 represented some of the fees Bounce Back had collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 140, Judge Konschuh admits same.

141. Check no. 21470 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 141, Judge Konschuh admits same.

142. Respondent did not forward check no. 21470 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 142, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

143. On or about May 13, 2010, respondent deposited check no. 21470 in his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 143, Judge Konschuh admits same.

144. Respondent did not make and keep a copy of check no. 21470 before cashing and depositing it in his and his wife's personal Lapeer County Bank and Trust checking account no. 14069857.

ANSWER:

Answering paragraph 144, Judge Konschuh admits same.

10. Check No. 21588

145. On or about June 3, 2010, the LCPO received from Bounce Back check no. 21588 in the amount of \$10.

ANSWER:

Answering paragraph 145, Judge Konschuh admits same.

146. The funds in check no. 21588 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 146, Judge Konschuh admits same.

147. Check no. 21588 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 147, Judge Konschuh admits same.

148. Respondent did not forward check no. 21588 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 148, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because

the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

149. On or about June 28, 2010, respondent deposited check no. 21588 into Independent Bank account no. 73671992.

ANSWER:

Answering paragraph 149, Judge Kenschuh admits same.

150. Respondent did not make and keep a copy of check no. 21588 prior to cashing and depositing it into Independent Bank account no. 73671992.

ANSWER:

Answering paragraph 150, Judge Kenschuh admits same.

151. On or about June 28, 2010, respondent's son, Colin Kenschuh, was the only account holder of Independent Bank account no. 73671992, with the sole right to withdraw funds from the account.

ANSWER:

Answering paragraph 151, Judge Kenschuh can neither admit nor deny the allegations contained therein due to lack of information or personal knowledge. In further answer, Judge Kenschuh submits that he may have also have been a named owner of the account.

11. Check No. 21700

152. On or about July 14, 2010, the LCPO received from Bounce Back check no. 21700 in the amount of \$20.

ANSWER:

Answering paragraph 152, Judge Konschuh admits same.

153. The funds in check no. 21700 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 153, Judge Konschuh admits same.

154. Check no. 21700 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 154, Judge Konschuh admits same.

155. Respondent did not forward check no. 21700 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 155, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

156. On or about July 20, 2010, respondent cashed and deposited check no. 21700 into his personal PNC bank account no. 42-3-228-8064.

ANSWER:

Answering paragraph 156, Judge Konschuh admits same.

157. Respondent did not make and keep a copy of check no. 21700 before cashing and depositing it into his personal PNC bank account no. 42-3-228-8064.

ANSWER:

Answering paragraph 157, Judge Konschuh admits same.

158. On or about July 20, 2010, respondent, his wife Lorraine Konschuh, and his son Ethan Konschuh, were the account holders of PNC Bank account no. 42-3-228-8064.

ANSWER:

Answering paragraph 158, Judge Konschuh admits same.

12. Check No. 21783

159. On or about August 12, 2010, the LCPO received from Bounce Back check no. 21783 in the amount of \$15.

ANSWER:

Answering paragraph 159, Judge Konschuh admits same.

160. The funds in check no. 21783 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 160, Judge Konschuh admits same.

161. Check no. 21783 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 161, Judge Konschuh admits same.

162. Respondent did not forward check no. 21783 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 162, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

163. On or about September 23, 2010, respondent wrote "for deposit only" on the back of check no. 21783 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 163, Judge Konschuh admits same.

164. Respondent did not make and keep a copy of check no. 21783 before cashing and depositing it in his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 164, Judge Konschuh admits same.

13. Check No. 21883

165. On or about September 10, 2010, the LCPO received from Bounce Back check no. 21883 in the amount of \$42.62.

ANSWER:

Answering paragraph 165, Judge Konschuh admits same.

166. The funds in check no. 21883 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 166, Judge Konschuh admits same.

167. Check no. 21883 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 167, Judge Konschuh admits same.

168. Respondent did not forward check no. 21883 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 168, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

169. On or about September 23, 2010, respondent wrote "for deposit only" on the back of check no. 21883 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 169, Judge Konschuh admits same.

170. Respondent did not make and keep a copy of check no. 21883 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 170, Judge Konschuh admits same.

14. Check No. 21999

171. On or about October 13, 2010, the LCPO received from Bounce Back check no. 21999 in the amount of \$7.38.

ANSWER:

Answering paragraph 171, Judge Konschuh admits same.

172. The funds in check no. 21999 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 172, Judge Konschuh admits same.

173. Check no. 21999 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 173, Judge Konschuh admits same.

174. Respondent did not forward check no. 21999 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 174, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because

the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

175. On or about October 27, 2010, respondent wrote "for deposit only" and signed the back of check no. 21999 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 175, Judge Kenschuh admits same.

176. Respondent did not make and keep a copy of check no. 21999 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 176, Judge Kenschuh admits same.

15. Check No. 22106

177. On or about November 3, 2010, the LCPO received from Bounce Back check no. 22106 in the amount of \$10.

ANSWER:

Answering paragraph 177, Judge Kenschuh admits same.

178. The funds in check no. 22106 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 178, Judge Konschuh admits same.

179. Check no. 22106 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 179, Judge Konschuh admits same.

180. Respondent did not forward check no. 22106 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 180, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

181. On or about November 10, 2010, respondent wrote "for deposit only" on the back of check no. 22106 and deposited it into his and his wife's personal Chase Bank account no. 1602145615.

ANSWER:

Answering paragraph 181, upon information and belief, Judge Konschuh does not contest same.

182. Respondent did not make and keep a copy of check no. 22106 before cashing and depositing it into his and his wife's personal Chase Bank account no. 1602145615.

ANSWER:

Answering paragraph 182, Judge Konschuh admits same.

16. Check No. 22228

183. On or about December 9, 2010, the LCPO received from Bounce Back check no. 22228 in the amount of \$25.

ANSWER:

Answering paragraph 183, Judge Konschuh admits same.

184. The funds in check no. 22228 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 184, Judge Konschuh admits same.

185. Check no. 22228 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 185, Judge Konschuh admits same.

186. Respondent did not forward check no. 22228 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 186, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were

not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

187. On or about December 23, 2010, respondent wrote "for deposit only" on the back of check no. 22228 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 187, Judge Konschuh admits same.

188. Respondent did not make and keep a copy of check no. 22228 before cashing and depositing into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 188, Judge Konschuh admits same.

17. Check No. 22334

189. On or about January 18, 2011, the LCPO received from Bounce Back check no. 22334 in the amount of \$15.

ANSWER:

Answering paragraph 189, Judge Konschuh admits same.

190. The funds in check no. 22334 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 190, Judge Konschuh admits same.

191. Check no. 22334 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 191, Judge Konschuh admits same.

192. Respondent did not forward check no. 22334 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 192, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

193. On or about February 3, 2011, respondent deposited check no. 22334 into his personal Chase Bank account no. 1602145615.

ANSWER:

Answering paragraph 193, upon information and belief, Judge Konschuh does not contest same.

194. Respondent did not make and keep a copy of check no. 22334 before cashing and depositing it into his personal Chase Bank account no. 1602145615.

ANSWER:

Answering paragraph 194, Judge Konschuh admits same.

195. On or about February 3, 2011, respondent and his wife Lorraine Konschuh were the joint account holders of Chase Bank account no. 1602145615.

ANSWER:

Answering paragraph 195, Judge Konschuh admits same.

18. Check No. 22452

196. On or about February 23, 2011, the LCPO received from Bounce Back check no. 22452 in the amount of \$15.

ANSWER:

Answering paragraph 196, Judge Konschuh admits same.

197. The funds in check no. 22452 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 197, Judge Konschuh admits same.

198. Check no. 22452 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 198, Judge Konschuh admits same.

199. Respondent did not forward check no. 22452 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 199, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were

not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

200. On or about March 16, 2011, respondent wrote "for deposit only" on the back of check no. 22452 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 200, Judge Konschuh admits same.

201. Respondent did not make and keep a copy of check no. 22452 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 201, Judge Konschuh admits same.

19. Check No. 23533

202. On or about March 14, 2011, the LCPO received from Bounce Back check no. 23533 in the amount of \$5.

ANSWER:

Answering paragraph 202, Judge Konschuh admits same.

203. The funds in check no. 23533 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 203, Judge Konschuh admits same.

204. Check no. 23533 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 204, Judge Kenschuh admits same.

205. Respondent did not forward check no. 23533 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 205, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

206. On or about March 29, 2011, respondent wrote "for deposit only" on the back of check no. 23533 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 206, Judge Kenschuh admits same.

207. Respondent did not make and keep a copy of check no. 23533 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 207, Judge Kenschuh admits same.

20. Check No. 22601

208. On or about April 14, 2011, the LCPO received from Bounce Back check no. 22601 in the amount of \$20.

ANSWER:

Answering paragraph 208, Judge Konschuh admits same.

209. The funds in check no. 22601 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 209, Judge Konschuh admits same.

210. Check no. 22601 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 210, Judge Konschuh admits same.

211. Respondent did not forward check no. 22601 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 211, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

212. On or about April 21, 2011, respondent deposited check no. 22601 into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 212, Judge Konschuh admits same.

213. Respondent did not make and keep a copy of check no. 22601 before cashing and depositing it in his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 213, Judge Konschuh admits same.

21. Check No. 22700

214. On or about May 6, 2011, the LCPO received from Bounce Back check no. 22700 in the amount of \$33.86.

ANSWER:

Answering paragraph 214, Judge Konschuh admits same.

215. The funds in check no. 22700 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 215, Judge Konschuh admits same.

216. Check no. 22700 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 216, Judge Konschuh admits same.

217. Respondent did not forward check no. 22700 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 217, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

218. On or about June 1, 2011, respondent wrote "for deposit only" on the back of check no. 22700 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 218, Judge Kenschuh admits same.

219. Respondent did not make and keep a copy of check no. 22700 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 219, Judge Kenschuh admits same.

22. Check No. 22790

220. On or about June 2, 2011, the LCPO received from Bounce Back check no. 22790 in the amount of \$23.28.

ANSWER:

Answering paragraph 220, Judge Konschuh admits same.

221. The funds in check no. 22790 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 221, Judge Konschuh admits same.

222. Check no. 22790 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 222, Judge Konschuh admits same.

223. Respondent did not forward check no. 22790 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 223, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

224. On or about June 27, 2011, respondent wrote "for deposit only" on the back of check no. 22790 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 224, Judge Konschuh admits same.

225. Respondent did not make and keep a copy of check no. 22790 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 225, Judge Konschuh admits same.

23. Check No. 22940

226. On or about August 8, 2011, the LCPO received from Bounce Back check no. 22940 in the amount of \$55.

ANSWER:

Answering paragraph 226, Judge Konschuh admits same.

227. The funds in check no. 22940 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 227, Judge Konschuh admits same.

228. Check no. 22940 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 228, Judge Konschuh admits same.

229. Respondent did not forward check no. 22940 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 229, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

230. On or about August 18, 2011, respondent deposited check no. 22940 into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 230, Judge Kenschuh admits same.

231. Respondent did not make and keep a copy of check no. 22940 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 231, Judge Kenschuh admits same.

24. Check No. 23042

232. On or about September 8, 2011, the LCPO received from Bounce Back check no. 23042 in the amount of \$20.

ANSWER:

Answering paragraph 232, Judge Kenschuh admits same.

233. The funds in check no. 23042 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 233, Judge Konschuh admits same.

234. Check no. 23042 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 234, Judge Konschuh admits same.

235. Respondent did not forward check no. 23042 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 235, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

236. On or about September 26, 2011, respondent wrote "for deposit only" on the back of check no. 23042 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 236, Judge Konschuh admits same.

237. Respondent did not make and keep a copy of check no. 23042 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 237, Judge Konschuh admits same.

25. Check No. 23154

238. On or about October 6, 2011, the LCPO received from Bounce Back check no. 23154 in the amount of \$25.

ANSWER:

Answering paragraph 238, Judge Konschuh admits same.

239. The funds in check no. 23154 represented some of the fees Bounce Back collection from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 239, Judge Konschuh admits same.

240. Check no. 23154 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 240, Judge Konschuh admits same.

241. Respondent did not forward check no. 23154 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 241, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were

not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

242. On or about October 17, 2011, respondent deposited check no. 23154 into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 242, Judge Konschuh admits same.

243. Respondent did not make and keep a copy of check no. 23154 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 243, Judge Konschuh admits same.

26. Check No. 23259

244. On or about November 2, 2011, the LCPO received from Bounce Back check no. 23259 in the amount of \$25.

ANSWER:

Answering paragraph 244, Judge Konschuh admits same.

245. The funds in check no. 23259 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 245, Judge Konschuh admits same.

246. Check no. 23259 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 246, Judge Konschuh admits same.

247. Respondent did not forward check no. 23259 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 247, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

248. On or about November 22, 2011, respondent wrote "for deposit only" on the back of check no. 23259 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 248, Judge Konschuh admits same.

249. Respondent did not make and keep a copy of check no. 23259 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 249, Judge Konschuh admits same.

27. Check No. 23391

250. On or about December 2, 2011, the LCPO received from Bounce Back check no. 23391 in the amount of \$27.30.

ANSWER:

Answering paragraph 250, Judge Konschuh admits same.

251. The funds in check no. 23391 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 251, Judge Konschuh admits same.

252. Check no. 23391 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 252, Judge Konschuh admits same.

253. Respondent did not forward check no. 23391 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 253, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

254. On or about December 16, 2011, respondent wrote "for deposit only" on the back of check no. 23391 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 254, Judge Konschuh admits same.

255. Respondent did not make and keep a copy of check no. 23391 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 255, Judge Konschuh admits same.

28. Check No. 23609

256. On or about January 23, 2012, the LCPO received from Bounce Back check no. 23609 in the amount of \$11.85.

ANSWER:

Answering paragraph 256, Judge Konschuh admits same.

257. The funds in check no. 23609 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 257, Judge Konschuh admits same.

258. Check no. 23609 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 258, Judge Konschuh admits same.

259. Respondent did not forward check no. 23609 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 259, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

260. On or about February 1, 2012, respondent wrote "for deposit only" on the back of check no. 23609 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 260, Judge Kenschuh admits same.

261. Respondent did not make and keep a copy of check no. 23609 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 261, Judge Kenschuh admits same.

29. Check No. 23681

262. On or about February 8, 2012, the LCPO received from Bounce Back check no. 23681 in the amount of \$25.85.

ANSWER:

Answering paragraph 262, Judge Konschuh admits same.

263. The funds in check no. 23681 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 263, Judge Konschuh admits same.

264. Check no. 23681 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 264, Judge Konschuh admits same.

265. Respondent did not forward check no. 23681 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 265, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

266. On or about February 23, 2012, respondent wrote "for deposit only" on the back of check no. 23681 and deposited it into Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 266, Judge Konschuh admits same.

267. Respondent did not make and keep a copy of check no. 23681 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 267, Judge Konschuh admits same.

30. Check No. 23818

268. On or about March 8, 2012, the LCPO received from Bounce Back check no. 23818 in the amount of \$25.

ANSWER:

Answering paragraph 268, Judge Konschuh admits same.

269. The funds in check no. 23818 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 269, Judge Konschuh admits same.

270. Check no. 23818 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 270, Judge Konschuh admits same.

271. Respondent did not forward check no. 23818 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 271, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

272. On or about March 15, 2012, respondent wrote "for deposit only" on the back of check no. 23818 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 272, Judge Kenschuh admits same.

273. Respondent did not make and keep a copy of check no. 23818 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 273, Judge Kenschuh admits same.

31. Check No. 23915

274. On or about April 4, 2012, the LCPO received from Bounce Back check no. 23915 in the amount of \$20.

ANSWER:

Answering paragraph 274, Judge Kenschuh admits same.

275. The funds in check no. 23915 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 275, Judge Konschuh admits same.

276. Check no. 23915 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 276, Judge Konschuh admits same.

277. Respondent did not forward check no. 23915 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 277, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

278. On or about May 7, 2012, respondent wrote "for deposit only" on the back of check no. 23915 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 278, upon information and belief Judge Konschuh does not contest same.

279. Respondent did not make and keep a copy of check no. 23915 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 279, Judge Konschuh admits same.

32. Check No. 24034

280. On or about May 3, 2012, the LCPO received from Bounce Back check no. 24034 in the amount of \$10.

ANSWER:

Answering paragraph 280, Judge Konschuh admits same.

281. The funds in check no. 24034 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 281, Judge Konschuh admits same.

282. Check no. 24034 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 282, Judge Konschuh admits same.

283. Respondent did not forward check no. 24034 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 283, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because

the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

284. On or about May 25, 2012, respondent wrote "for deposit only" on the back of check no. 23154 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 284, upon information and belief Judge Kenschuh does not contest same.

285. Respondent did not make and keep a copy of check no. 23034 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 285, Judge Kenschuh admits same.

33. Check No. 24138

286. On or about June 13, 2012, the LCPO received from Bounce Back check no. 24138 in the amount of \$25.

ANSWER:

Answering paragraph 286, Judge Kenschuh admits same.

287. The funds in check no. 24138 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 287, Judge Konschuh admits same.

288. Check no. 24138 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 288, Judge Konschuh admits same.

289. Respondent did not forward check no. 24138 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 289, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

290. On or about June 19, 2012, respondent wrote "for deposit only" on the back of check no. 24138 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 290, Judge Konschuh admits same.

291. Respondent did not make and keep a copy of check no. 24138 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 291, Judge Konschuh admits same.

34. Check No. 24237

292. On or about July 18, 2012, the LCPO received from Bounce Back check no. 24237 in the amount of \$20.

ANSWER:

Answering paragraph 292, Judge Konschuh admits same.

293. The funds in check no. 24237 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 293, Judge Konschuh admits same.

294. Check no. 24237 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 294, Judge Konschuh admits same.

295. Respondent did not forward check no. 24237 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 295, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were

not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

296. On or about July 31, 2012, respondent wrote "for deposit only" on the back of check no. 24237 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 296, Judge Konschuh admits same.

297. Respondent did not make and keep a copy of check no. 24237 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 297, Judge Konschuh admits same.

35. Check No. 24321

298. On or about August 7, 2012, the LCPO received from Bounce Back check no. 24321 in the amount of \$15.65.

ANSWER:

Answering paragraph 298, Judge Konschuh admits same.

299. The funds in check no. 24321 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 299, Judge Konschuh admits same.

300. Check no. 24321 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 300, Judge Konschuh admits same.

301. Respondent did not forward check no. 24321 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 301, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

302. On or about August 15, 2012, respondent wrote "for deposit only" on the back of check no. 24321 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 302, Judge Konschuh admits same.

303. Respondent did not make and keep a copy of check no. 24321 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 303, Judge Konschuh admits same.

36. Check No. 24434

304. On or about September 7, 2012, the LCPO received from Bounce Back check no. 24434 in the amount of \$9.98.

ANSWER:

Answering paragraph 304, Judge Konschuh admits same.

305. The funds in check no. 24434 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 305, Judge Konschuh admits same.

306. Check no. 24434 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 306, Judge Konschuh admits same.

307. Respondent did not forward check no. 24434 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 307, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

308. On or about September 24, 2012, respondent wrote "for deposit only" on the back of check no. 24434 and deposited it into his personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 308, Judge Konschuh admits same.

309. Respondent did not make and keep a copy of check no. 24434 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 309, Judge Konschuh admits same.

37. Check No. 24546

310. On or about October 10, 2012, the LCPO received from Bounce Back check no. 24546 in the amount of \$35.

ANSWER:

Answering paragraph 310, Judge Konschuh admits same.

311. The funds in check no. 24546 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 311, Judge Konschuh admits same.

312. Check no. 24546 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 312, Judge Konschuh admits same.

313. Respondent did not forward check no. 24546 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 313, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

314. On or about October 29, 2012, respondent wrote "for deposit only" on the back of check no. 24546 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 314, Judge Kenschuh admits same.

315. Respondent did not make and keep a copy of check no. 24546 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 315, Judge Kenschuh admits same.

38. Check No. 24639

316. On or about November 7, 2012, the LCPO received from Bounce Back check no. 24639 in the amount of \$10.

ANSWER:

Answering paragraph 316, Judge Konschuh admits same.

317. The funds in check no. 24639 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 317, Judge Konschuh admits same.

318. Check no. 24639 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 318, Judge Konschuh admits same.

319. Respondent did not forward check no. 24639 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 319, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

320. On or about November 20, 2012, respondent wrote "for deposit only" on the back of check no. 24639 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 320, Judge Konschuh admits same.

321. Respondent did not make and keep a copy of check no. 24639 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 321, Judge Konschuh admits same.

39. Check No. 24773

322. On or about December 11, 2012, the LCPO received from Bounce Back check no. 24773 in the amount of \$5.

ANSWER:

Answering paragraph 322, Judge Konschuh admits same.

323. The funds in check no. 24773 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 323, Judge Konschuh admits same.

324. Check no. 24773 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 324, Judge Konschuh admits same.

325. Respondent did not forward check no. 24773 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 325, Judge Kenschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

326. On or about December 20, 2012, respondent wrote "for deposit only" on the back of check no. 24773 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 326, Judge Kenschuh admits same.

327. Respondent did not make and keep a copy of check no. 24773 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 327, Judge Kenschuh admits same.

40. Check No. 24871

328. On or about January 2, 2013, the LCPO received from Bounce Back check no. 24871 in the amount of \$25.

ANSWER:

Answering paragraph 328, Judge Kenschuh admits same.

329. The funds in check no. 24871 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 329, Judge Konschuh admits same.

330. Check no. 24871 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 330, Judge Konschuh admits same.

331. Respondent did not forward check no. 24871 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 331, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

332. On or about January 17, 2013, respondent wrote "for deposit only" on the back of check no. 24871 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 332, Judge Konschuh admits same.

333. Respondent did not make and keep a copy of check no. 24871 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 333, Judge Konschuh admits same.

41. Check No. 24989

334. On or about February 19, 2013, the LCPO received from Bounce Back check no. 24989 in the amount of \$50.

ANSWER:

Answering paragraph 334, Judge Konschuh admits same.

335. The funds in check no. 24989 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 335, Judge Konschuh admits same.

336. Check no. 24989 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 336, Judge Konschuh admits same.

337. Respondent did not forward check no. 24989 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 337, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because

the funds received were not public funds. Notwithstanding, Judge Kenschuh admits same. In further answer, Judge Kenschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

338. On or about March 5, 2013, respondent wrote "for deposit only" on the back of check no. 24989 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 338, Judge Kenschuh admits same.

339. Respondent did not make and keep a copy of check no. 23989 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 339, Judge Kenschuh admits same.

42. Check No. 5087

340. On or about March 6, 2013, the LCPO received from Bounce Back check no. 5087 in the amount of \$35.

ANSWER:

Answering paragraph 340, Judge Kenschuh admits same.

341. The funds in check no. 5087 represented some of the fees Bounce Back collected from bad check cases referred by the LCPO.

ANSWER:

Answering paragraph 341, Judge Konschuh admits same.

342. Check no. 5087 was made payable to "Prosecuting Attorney's Office."

ANSWER:

Answering paragraph 342, Judge Konschuh admits same.

343. Respondent did not forward check no. 5087 or the funds therefrom to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 343, Judge Konschuh was not under any obligation to notify or advise the Treasurer's Office of the BounceBack funds as there was no such duty because the funds received were not public funds. Notwithstanding, Judge Konschuh admits same. In further answer, Judge Konschuh submits that he believed that the funds were not public funds, and because they were not public funds, there was no duty to forward the monies to the Lapeer County Treasurer's office.

344. On or about April 2, 2013, respondent wrote "for deposit only" on the back of check no. 5087 and deposited it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 344, Judge Konschuh admits same.

345. Respondent did not make and keep a copy of check no. 5087 before cashing and depositing it into his and his wife's personal Lapeer County Bank & Trust checking account no. 14069857.

ANSWER:

Answering paragraph 345, Judge Korschuh admits same.

346. Respondent cashed check no. 5087 after he was appointed to the bench of the 40th Circuit Court in Lapeer, Michigan.

ANSWER:

Answering paragraph 346, Judge Korschuh admits same. In further answer, Judge Korschuh submits that the check was dated and issued prior to his appointment to the 40th Circuit Court.

COUNT IV
FINANCIAL IMPROPRIETIES
LEORTC/CITY OF LAPEER FEES

A. LEORTC Teaching Fees

347. Paragraphs 1 through 346, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 347, Judge Korschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 346 as if the same were fully set forth herein.

348. In September of 2011 and again in September of 2012, APA Cailin Wilson provided legal instruction at training sessions/seminars sponsored by the Law Enforcement Officers Regional Training Commission (“LEORTC”).

ANSWER:

Answering paragraph 348, Judge Korschuh admits same.

349. Respondent did not participate in the September 2011 or September 2012 training sessions/seminars.

ANSWER:

Answering paragraph 349, Judge Konschuh admits same.

350. APA Wilson provided the September 2011 and September 2012 legal instructions on a weekday between the hours of 8:30 am and 5:00 pm.

ANSWER:

Answering paragraph 350, Judge Konschuh admits same.

351. APA Wilson did not take vacation, sick, or compensatory time from her position at the LCPO to prepare and/or provide the legal instruction at the LEORTC training sessions/seminars in September of 2011 and September of 2012.

ANSWER:

Answering paragraph 351, Judge Konschuh admits same.

352. APA Wilson used Lapeer County Prosecutor's Office equipment and supplies, including but not limited to a laptop computer, copiers, legal pads, pens, and highlighters, to prepare for, and use during, the September 2011 and September 2012 LEORTC training sessions/seminars.

ANSWER:

Answering paragraph 352, Judge Konschuh can neither admit nor deny the allegations contained therein due to lack of information or personal knowledge.

353. On or about October 11, 2012, APA Wilson submitted to Lapeer County, pursuant to respondent's directive, a reimbursement voucher/request for the mileage

expense she incurred in connection with the September 2012 LEORTC Genesee County Corrections Academy.

ANSWER:

Answering paragraph 353, Judge Kenschuh can neither admit nor deny the allegations contained therein due to lack of information or personal knowledge.

354. On or about October 11, 2012, respondent signed/approved APA Wilson's reimbursement invoice voucher in the amount of \$65.10.

ANSWER:

Answering paragraph 354, Judge Kenschuh admits same.

355. On or after October 11, 2012, Lapeer County issued check no. 269448 for \$65.10, made payable to APA Wilson as reimbursement for the mileage expense in connection with the September, 2012, LEORTC Genesee County Corrections Academy.

ANSWER:

Answering paragraph 355, Judge Kenschuh admits same.

356. The LCPO received the following payments for APA Wilson's legal instruction at the LEORTC training sessions/seminars in September of 2011 and September of 2012:

- a. On or about October 13, 2011, the LCPO received from LEORTC check no. 14954 in the amount of \$300;
- b. On or about October 5, 2012, the LCPO received from LEORTC check no. 15338 in the amount of \$480.

ANSWER:

Answering paragraph 356 including subparagraphs (a) and (b), Judge Kenschuh admits same.

357. Check nos. 14954 and 15338 were made payable to the "Lapeer County Prosecutor's Office."

ANSWER:

Answering paragraph 357, Judge Kenschuh admits same.

358. With respect to check nos. 14954 and 15338, respondent:

- a. Failed to forward either check to the Lapeer County Treasurer's Office;
- b. Failed to request the Lapeer County Board of Commissioners, the Lapeer County Finance Department, or the Lapeer County Treasurer's Office to create/set up a special line item account for the funds from either check.

ANSWER:

Answering paragraph 358 including subparagraphs (a) and (b),

- (a) *Judge Kenschuh was not obligated to forward the identified check or the funds from that check to the Lapeer County Treasurer's Office. Notwithstanding, Judge Kenschuh admits same.*
- (b) *Judge Kenschuh was not obligated to request the Lapeer County Board of Commissioners, the Lapeer County Finance Department, or the Lapeer County Treasurer's Office create a special line item account for these LEORTC funds. Notwithstanding, Judge Kenschuh admits same.*

359. Respondent cashed and deposited the funds from check nos. 14954 and 15338 into his and his wife's personal checking/savings account no. 14069857 at the Lapeer County Bank & Trust.

ANSWER:

Answering paragraph 359, Judge Konschuh admits same.

360. Respondent did not report/declare the \$300 from check no. 14954 or \$480 from check no. 15338 as income on his personal state and/or federal tax returns.

ANSWER:

Answering paragraph 360, Judge Konschuh admits same.

361. Between 2001 and 2011, respondent cashed and deposited into his personal savings/checking accounts numerous other checks issued by the LEORTC for legal instruction provided by Ms. Wilson and/or other APAs at training sessions/seminars/legal updates. These included the following:

- a. Check no 9270 in the amount of \$200 for a training session/seminar/legal update conducted in or about June 2001;
- b. Check no. 9652 in the amount of \$400 for a training session/seminar/legal update conducted in or about March 2002;
- c. Check no. 9957 in the amount of \$200 for a training session/seminar/legal update conducted in or about September 2002;
- d. Check no. 10389 in the amount of \$400 for a training session/seminar/legal update conducted in or about May 2003;

- e. Check no. 10913 in the amount of \$400 for a training session/seminar/legal update conducted in or about March 2004;
- f. Check no. 11182 in the amount of \$400 for a training session/seminar/legal update conducted in or about September 2004;
- g. Check no. 11485 in the amount of \$400 for a training session/seminar/legal update conducted in or about March 2005;
- h. Check no. 11923 in the amount of \$300 for a training session/seminar/legal update conducted in or about March 2006;
- i. Check no. 12089 in the amount of \$300 for a training session/seminar/legal update conducted in or about September 2006;
- j. Check no. 12435 in the amount of \$300 for a training session/seminar/legal update conducted in or about September 2007;
- k. Check no. 12700 in the amount of \$300 for a training session/seminar/legal update conducted in or about March 2008;
- l. Check no. 13454 in the amount of \$300 for a training session/seminar/legal update conducted in or about March 2009;
- m. Check no. 13756 in the amount of \$300 for a training session/seminar/legal update conducted in or about September 2009;
- n. Check no. 14275 in the amount of \$200 for a training session/seminar/legal update conducted in or about July of 2010;
- o. Check no. 14746 in the amount of \$350 for a training session/seminar/legal update conducted in or about April of 2011;

- p. Check no. 14827 in the amount of \$100 for a training session/seminar/legal update conducted in or about June of 2011.

ANSWER:

Answering paragraph 361 including subparagraphs (a) through (p), Judge Konschuh did participate in the presentation or instruction provided by the LCPO. Notwithstanding, the remainder of the allegations are admitted.

362. Each of the training sessions/seminars/legal updates listed in paragraph 361 above were held on a weekday between the hours of 8:00 am and 5:00 pm.

ANSWER:

Answering paragraph 362, Judge Konschuh admits same.

363. The LCPO APAs who conducted the training sessions/seminars/legal updates listed in paragraph 361 above did not take any vacation, sick, or compensatory time from their positions at the LCPO to prepare and/or provide the legal instruction.

ANSWER:

Answering paragraph 363, Judge Konschuh admits same.

364. With respect to checks from the training sessions/seminars/legal updates listed in paragraph 361:

- a. Respondent did not forward any of the above-listed checks or any of the funds therefrom to the Lapeer County Treasurer's Office;
- b. Respondent did not give any of the proceeds from the above-listed checks to the APAs or other individuals who conducted the training sessions/seminars/legal updates;

- c. Respondent did not request the Lapeer County Board of Commissioners, the Lapeer County Finance Department or the Lapeer County Treasurer's Office to create/set up a special line item account within the LCPO budget for the funds from any of the above-listed checks.

ANSWER:

Answering paragraph 364 including subparagraphs (a) through (c),

- (a) *Judge Kenschuh was not obligated to forward the identified check or the funds from that check to the Lapeer County Treasurer's Office. Notwithstanding, Judge Kenschuh admits same.*
- (b) *Judge Kenschuh admits same.*
- (c) *Judge Kenschuh was not obligated to forward the identified check or the funds from that check to the Lapeer County Treasurer's Office. Notwithstanding, Judge Kenschuh admits same.*

365. With respect to the checks/funds listed in paragraph 361 respondent:

- a. Did not make and/or maintain copies and/or any other record of the checks the LCPO received from the City of Lapeer;
- b. Did not maintain any records of the expenditures for which the funds from each of the City of Lapeer checks were used.

ANSWER:

Answering paragraph 365 including subparagraphs (a) and (b), Judge Kenschuh admits same.

366. Respondent cashed and deposited into his personal savings/checking account checks issued by the LEORTC for legal instruction he, with other LCPO APAs, had provided prior to his tenure as the Lapeer County Prosecutor. These include the following:

- a. Check no. 8751 in the amount of \$200 for a training session/seminar/legal update conducted in October 2000;
- b. Check no. 8870 in the amount of \$400 for a training session/seminar/legal update conducted in December 2000.

ANSWER:

Answering paragraph 366 including subparagraphs (a) and (b), Judge Konschuh admits same.

367. The training sessions/seminars/legal updates listed in paragraph 366 above were held on a weekday between the hours of 8:00 am and 5:00 pm.

ANSWER:

Answering paragraph 367, Judge Konschuh admits same.

368. The LCPO APAs, including respondent, who conducted the training sessions/seminars/legal updates listed in paragraph no. 366 above did not take any vacation, sick, or compensatory time from their positions at the LCPO to prepare and/or provide the legal instructions.

ANSWER:

Answering paragraph 368, Judge Konschuh admits same.

369. With respect to the training sessions/seminars listed in paragraph 366 above:

- a. Respondent did not forward any of the above-listed checks or any of the funds therefrom to the Lapeer County Treasurer's Office;
- b. Respondent did not give any portion of the proceeds from the above-listed checks to the APAs or other individuals who conducted/assisted in the training sessions/seminars/legal updates;
- c. Respondent did not request the Lapeer County Board of Commissioners, the Lapeer County Finance Department or the Lapeer County Treasurer's Office to create/set up a special line item account within the LCPO budget for the funds from the checks listed in paragraph 366.

ANSWER:

Answering paragraph 369 including subparagraphs (a) through (c),

- (a) *Judge Korschuh was not obligated to forward the identified check or the funds from that check to the Lapeer County Treasurer's Office. Notwithstanding, Judge Korschuh admits same.*
- (b) *Judge Korschuh admits same.*
- (c) *Judge Korschuh was not obligated to request the Lapeer County Board of Commissioners, the Lapeer County Finance Department, or the Lapeer County Treasurer's Office create a special line item account for these LEORTC funds. Notwithstanding, Judge Korschuh admits same.*

370. With respect to the checks/funds listed in paragraph 366 respondent:

- a. Did not make and/or maintain copies of the checks the LCPO received from the City of Lapeer;
- b. Did not maintain any records of the expenditures for which the funds from each of the City of Lapeer checks were used.

ANSWER:

Answering paragraph 370 including subparagraphs (a) and (b), Judge Kenschuh admits same.

B. City of Lapeer Fees

371. Paragraphs 1 through 370, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 371, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 370 as if the same were fully set forth herein.

372. Between 2001 and 2009 respondent cashed and deposited into his personal savings/checking account checks issued by the City of Lapeer to the LCPO for court appearances made by the LCPO APAs in district court on City of Lapeer criminal cases.

ANSWER:

Answering paragraph 372, Judge Kenschuh appeared on behalf of the City of Lapeer in district court on City of Lapeer criminal cases. Notwithstanding, in response to the remaining allegations, Judge Kenschuh admits same.

373. The court appearances by the LCPO APAs on City of Lapeer district court cases took place on weekdays between 8:30 am and 5:00 pm.

ANSWER:

Answering paragraph 373, Judge Kenschuh appeared on behalf of the City of Lapeer in district court on City of Lapeer criminal cases. Notwithstanding, in response to the remaining allegations, Judge Kenschuh admits same.

374. With respect to the checks/funds the LCPO received from the City of Lapeer for the LCPO APAs covering City of Lapeer criminal cases in district court, respondent:

- a. Did not forward any of the checks to the Lapeer County Treasurer's Office;
- b. Did not notify Lapeer County Administrator John Biscoe, the Lapeer County Finance Department, the Lapeer County Treasurer's Office, or the Lapeer County Board of Commissioners that the LCPO was receiving funds for the LCPO APAs making court appearances on behalf and/or in place of the City of Lapeer city attorneys;
- c. Did not request the Lapeer County Board of Commissioners, the County Administrator, the Lapeer County Treasurer's Office, or the Lapeer County Finance Department to create/set up a special line item account for the funds the LCPO was receiving from the City of Lapeer.

ANSWER:

Answering paragraph 374 including subparagraphs (a) through (c),

- (a) *Judge Kenschuh was not obligated to forward the checks from the City of Lapeer to the Lapeer County Treasurer's Office. Notwithstanding, Judge Kenschuh admits same.*
- (b) *Judge Kenschuh appeared on behalf of the City of Lapeer in district court on City of Lapeer criminal cases. Notwithstanding, in response to the remaining allegations, Judge Kenschuh admits same.*
- (c) *Judge Kenschuh was not obligated to request the Lapeer County Board of Commissioners, the Lapeer County Finance Department, or the Lapeer County Treasurer's Office create a special line item account for these funds. Notwithstanding, Judge Kenschuh admits same.*

375. With respect to the checks/funds the LCPO received from the City of Lapeer for the LCPO APAs covering City of Lapeer criminal cases in district court, respondent:

- a. Did not make and/or maintain copies or any records of the checks the LCPO received from the City of Lapeer;
- b. Did not maintain any records of the expenditures for which the funds from each of the City of Lapeer checks were used.

ANSWER:

Answering paragraph 375(a) is admitted. Paragraph 375(b) is denied in the form and manner stated, as Judge Kenschuh did keep some receipts.

376. Between 2001 and 2009 respondent did not report/declare the City of Lapeer funds, which he had cashed and deposited into his personal savings/checking account, as income on his state and/or federal tax returns.

ANSWER:

Answering paragraph 376, this is admitted as it was not reportable under the applicable tax codes.

COUNT V
IMPROPER REIMBURSEMENTS

377. Paragraphs 1 through 376, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 377, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 376 as if the same were fully set forth herein.

378. Beginning in 2012 respondent submitted improper and/or fraudulent voucher requests to the Lapeer County Finance Department.

ANSWER:

Answering paragraph 378, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

379. Respondent's voucher requests sought reimbursement for items/events including, but not limited to:

- a. Christmas luncheons for the LCPO staff;

- b. Secretary Day/Administrative Assistant Day celebration luncheons for the LCPO staff;
- c. Donuts provided as weekly refreshments to the LCPO staff.

ANSWER:

Answering paragraph 379 including subparagraphs (a) through (c), Judge Konschuh admits same.

380. The above-listed items were not subject to reimbursement under the Michigan Department of Treasury guidelines.

ANSWER:

Answering paragraph 380, Judge Konschuh did not seek reimbursement under general line-item account(s). The reimbursements were sought from the Corelogic funds. Notwithstanding, Judge Konschuh neither admits nor denies the allegations contained therein for lack of information or personal knowledge.

A. Christmas Luncheon 2011

381. On or about December 16, 2011, the LCPO staff attended a luncheon at the Blind Fish Restaurant in Lapeer, Michigan.

ANSWER:

Answering paragraph 381, Judge Konschuh admits same.

382. The bill/tab of the December 11, 2011, luncheon, which respondent covered with his personal credit card, was \$174.70, of which \$40 represented gratuity.

ANSWER:

Answering paragraph 382, Judge Konschuh admits same.

383. On or about December 20, 2011, respondent signed and submitted an “invoice voucher” to the Lapeer County Finance Department seeking reimbursement of \$125.25 for the 2011 LCPO staff luncheon.

ANSWER:

Answering paragraph 383, Judge Kenschuh admits same.

384. Respondent’s voucher sought reimbursement for the December 16, 2011, LCPO staff luncheon from Prosecuting Attorney General Fund account no. 101-229-815-000.

ANSWER:

Answering paragraph 384, Judge Kenschuh admits seeking reimbursement but does not recall the fund from which it was paid.

385. In his December 20, 2011, invoice voucher respondent represented that the \$125.25 expense was incurred during a “Legal Updates/Training Luncheon.”

ANSWER:

Answering paragraph 385, Judge Kenschuh admits same.

386. The December 16, 2011, luncheon was a Christmas luncheon for the LCPO staff and not a legal update/training session.

ANSWER:

Answering paragraph 386, Judge Kenschuh denies the allegations contained therein in the form and manner stated for the reason same are not true.

387. Respondent’s representation in the December 20, 2011, invoice voucher was false and misleading.

ANSWER:

Answering paragraph 387, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

388. Based on respondent's false representation in the December 20, 2011, invoice voucher, Lapeer County issued a check made payable to respondent in the amount \$125.25.

ANSWER:

Answering paragraph 388, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

B. Secretary Day Luncheon, 2012

389. On or about April 25, 2012, the LCPO staff attended a Secretary/Administrative Assistant luncheon at the Blind Fish restaurant in Lapeer, Michigan.

ANSWER:

Answering paragraph 389, Judge Kenschuh admits same.

390. The cost of the April 25, 2012, Secretary/Administrative Assistant luncheon for the LCPO staff was \$217.21, of which approximately \$33 represented gratuity.

ANSWER:

Answering paragraph 390, upon information and belief Judge Kenschuh does not contest same.

391. Respondent covered the bill/tab of the 2012 Secretary/Administrative Assistant luncheon with his personal credit card.

ANSWER:

Answering paragraph 391, Judge Konschuh admits same.

392. On or about April 25, 2012, respondent signed and submitted to the Lapeer Court Finance Department an invoice voucher seeking reimbursement of \$174.61 for the 2012 Secretary/ Administrative Assistant luncheon from Prosecuting Attorney General Fund account no. 101-229-815-000.

ANSWER:

Answering paragraph 392, Judge Konschuh did not specifically identify from which fund or account the reimbursement was to be paid. Notwithstanding, Judge Konschuh admits same.

393. In the April 25, 2012, invoice voucher respondent represented that the \$174.61 expense was incurred for a "Staff Development Luncheon."

ANSWER:

Answering paragraph 393, Judge Konschuh admits same.

394. The April 25, 2012, luncheon was the LCPO's celebration of Secretary/ Administrative Assistant Day and not a staff development luncheon.

ANSWER:

Answering paragraph 394, Judge Konschuh denies the allegations contained therein in the form and manner stated for the reason same are not true.

395. Respondent's representation in the April 25, 2012, invoice voucher was false and misleading.

ANSWER:

Answering paragraph 395, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

396. Based on respondent's false representation in the April 25, 2012, invoice voucher Lapeer County issued a check made payable to respondent for \$174.61.

ANSWER:

Answering paragraph 396, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

Christmas Luncheon 2012

397. During respondent's tenure as the Lapeer County Prosecuting Attorney, the LCPO served as the Lapeer County Corporation Counsel in a forfeiture matter regarding property located at 3780 Lake Lapeer Road, Metamora (Alba Township), Lapeer County, Michigan.

ANSWER:

Answering paragraph 397, upon information and belief Judge Kenschuh does not contest same.

398. APA Steve Beatty represented the Lapeer County Treasurer's Office in the civil foreclosure matter involving the 3780 Lake Lapeer Road property.

ANSWER:

Answering paragraph 398, Judge Kenschuh admits same.

399. APA Steve Beatty did not take any vacation, sick, or compensatory time from his position at the LCPO to represent the Lapeer County Treasurer's Office in the 3780 Lake Lapeer Road foreclosure case.

ANSWER:

Answering paragraph 399, upon information and belief Judge Konschuh does not contest same.

400. The forfeiture matter involving 3780 Lake Lapeer Road was resolved in or about July of 2012.

ANSWER:

Answering paragraph 400, upon information and belief Judge Konschuh does not contest same.

401. As part of the resolution, Corelogic Tax Services, LLC, a tax escrow company, agreed to pay \$105,000 to Lapeer County.

ANSWER:

Answering paragraph 401, upon information and belief Judge Konschuh does not contest same.

402. The \$105,000 was to be in two checks, one in the amount of \$5,000 and the other in the amount of \$100,000.

ANSWER:

Answering paragraph 402, upon information and belief Judge Konschuh does not contest same.

403. On or about August 7, 2012, the LCPO received from Corelogic Tax Services, LLC, check no 3000181215 drawn on First American Trust FSB in the amount of \$5,000 as compensation for legal services provided by APA Steve Beatty.

ANSWER:

Answering paragraph 403, upon information and belief Judge Kenschuh does not contest same.

404. On or about August 7, 2012, the LCPO received from Corelogic Tax Services check no. 3000181216, drawn on First American Trust FSB in the amount of \$100,000.

ANSWER:

Answering paragraph 404, upon information and belief Judge Kenschuh does not contest same.

405. Check no. 3000181216 in the amount of \$100,000 represented "Tax Sale Repurchase" of the property located at 3780 Lake Lapeer Road, Metamora (Alba Township), Lapeer County, Michigan.

ANSWER:

Answering paragraph 405, upon information and belief Judge Kenschuh does not contest same.

406. Between August 7, 2012, and September 18, 2012, respondent altered or directed the alteration of Corelogic Tax Services check no. 3000181215, changing the name of the payee from "Lapeer, County of" to "Lapeer, County of - PROSECUTOR."

ANSWER:

Answering paragraph 406, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

407. Between August 7, 2012, and September 18, 2012, respondent altered or directed the alteration of Corelogic Tax Services check no. 3000181216, changing the name of the payee from "Lapeer, County of" to "Lapeer, County of - TREASURER."

ANSWER:

Answering paragraph 407, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

408. On or about September 18, 2012, respondent forwarded or directed the forwarding of check nos. 3000181215 and 3000181216 to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 408, upon information and belief Judge Kenschuh does not contest same.

409. Pursuant to respondent's request, between September and November 2012 Lapeer County created a new special activities line-item account in the Lapeer County/LCPO budget.

ANSWER:

Answering paragraph 409, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

410. The newly created account was identified as "Law Enforcement Corporation County Employee Training" account no. 267 162 657 010.

ANSWER:

Answering paragraph 410, Judge Kenschuh can neither admit nor deny the allegations contained therein for lack of information or personal knowledge.

411. Funds from Corelogic Tax Services check no. 3000181215 in the amount of \$5,000 were deposited into "Law Enforcement Corporation County Employee Training" account no. 267 162 657 010.

ANSWER:

Answering paragraph 411, Judge Kenschuh can neither admit nor deny the allegations contained therein for lack of information or personal knowledge.

412. The Law Enforcement Corporation County Employee Training account was to be used for expenses the LCPO incurred in training its APAs to handle future civil matters on behalf of the Treasurer's Office.

ANSWER:

Answering paragraph 412, Judge Kenschuh can neither admit nor deny the allegations contained therein for lack of information or personal knowledge.

413. On or about December 14, 2012, the LCPO staff attended a luncheon at the Blind Fish restaurant in Lapeer, Michigan.

ANSWER:

Answering paragraph 413, Judge Kenschuh admits same.

414. The cost of the December 14, 2012, luncheon, which respondent covered with his personal credit card, was \$180.66 of which \$34 represented gratuity.

ANSWER:

Answering paragraph 414, Judge Kenschuh admits same.

415. On or about December 17, 2012, respondent signed and submitted an invoice voucher to the Lapeer County Finance Department seeking reimbursement of the

cost of the 2012 Christmas luncheon from the Law Enforcement Corporation Counsel Employee Training account no. 267 162 657 010.

ANSWER:

Answering paragraph 415, Judge Konschuh was unaware of the name of the account that was funded with the Corelogic \$5,000 check. Notwithstanding, in response to the remaining allegations, Judge Konschuh admits same.

416. In the December 17, 2012, invoice voucher respondent represented that the December 14, 2012, expense was incurred in connection with "training."

ANSWER:

Answering paragraph 416, Judge Konschuh admits same.

417. Shortly after December 17, 2012, County Administrator/Controller John Biscoe contacted respondent by phone regarding his December 17, 2012, reimbursement voucher.

ANSWER:

Answering paragraph 417, upon information and belief Judge Konschuh does not contest same.

418. Mr. Biscoe questioned whether the December 14, 2012, luncheon was a "training" session or a holiday celebration.

ANSWER:

Answering paragraph 418, Judge Konschuh denies the allegations contained therein for the reason same are not true.

419. Mr. Biscoe advised respondent that a holiday luncheon expense could not be submitted for reimbursement.

ANSWER:

Answering paragraph 419, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

420. During his conversation with Mr. Biscoe respondent insisted the December 14, 2012, luncheon was a "training" session and not a holiday luncheon.

ANSWER:

Answering paragraph 420, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

421. The December 12, 2012, luncheon was not a training session but a Christmas luncheon for the LCPO staff.

ANSWER:

Answering paragraph 421, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

422. Respondent's representation in his December 17, 2012, invoice voucher was false and misleading.

ANSWER:

Answering paragraph 422, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

423. Respondent's verbal representations to Mr. Biscoe were false and misleading.

ANSWER:

Answering paragraph 423, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

424. Based on respondent's false representation in the December 17, 2012, invoice voucher and his false verbal representations to Mr. Biscoe, the county issued a check for \$146.66 (excluding gratuity) made payable to respondent.

ANSWER:

Answering paragraph 424, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

COUNT VI
IMPROPER DEMEANOR

425. Paragraphs 1 through 424, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 425, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 424 as if the same were fully set forth herein.

426. In 2016, Ed and Bonnie Oyster and their son, Samuel, resided at 1476 Roods Lake Road in the City of Lapeer/Mayfield Township, Lapeer County, Michigan.

ANSWER:

Answering paragraph 426, upon information and belief Judge Kenschuh does not contest same.

427. At all relevant times David Richardson was an attorney and a member of the State Bar of Michigan practicing law in Lapeer County.

ANSWER:

Answering paragraph 427, upon information and belief Judge Kenschuh does not contest same.

428. In the November 2016 election, Mr. Richardson was a write-in candidate for the 40th Circuit Court against the incumbent, Hon. Nick Holowka.

ANSWER:

Answering paragraph 428, Judge Kenschuh admits same.

429. During the November 2016 election, respondent made telephone calls on behalf of Mr. Richardson and his candidacy for the 40th Circuit Court.

ANSWER:

Answering paragraph 429, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

430. Prior to the 2016 November election respondent placed numerous "Dave Richardson for Circuit Court" campaign lawn signs on various properties in Lapeer County.

ANSWER:

Answering paragraph 430, Judge Kenschuh admits same.

431. Sometime prior to the afternoon/evening of Tuesday, October 4, 2016, respondent placed a "Dave Richardson for Circuit Court" campaign lawn sign on or near

the property owned by Mr. and Mrs. Oyster, i.e. 1476 Roods Lake Road, City of Lapeer/Mayfield Township, Lapeer County, Michigan.

ANSWER:

Answering paragraph 431, Judge Konschuh admits same.

432. Respondent did not discuss the placement of Mr. Richardson's campaign lawn sign with Ed Oyster, Bonnie Oyster, or Samuel Oyster before placing it on or near their residence located at 1476 Roods Lake Road, City of Lapeer/Mayfield Township, County of Lapeer, State of Michigan.

ANSWER:

Answering paragraph 432, Judge Konschuh admits same.

433. On or about October 5, 2016, respondent learned that the campaign lawn sign he had placed on or near the property owned by Mr. & Mrs. Oyster had been removed.

ANSWER:

Answering paragraph 433, Judge Konschuh admits same.

434. On or about October 5, 2016, respondent went to the Oyster residence located at 1476 Roods Lake Road, City of Lapeer/Mayfield Township, Lapeer County, Michigan.

ANSWER:

Answering paragraph 434, Judge Konschuh admits same.

435. Bonnie Oyster greeted respondent at her front door. Respondent questioned her about the “Richardson for Circuit Judge” campaign law sign, its removal, and its current location.

ANSWER:

Answering paragraph 435, Judge Kenschuh admits the same.

436. Mrs. Oyster advised respondent that she did not know who removed the “Dave Richardson for Circuit Court” campaign lawn sign.

ANSWER:

Answering paragraph 436, Judge Kenschuh admits same.

437. Using a confrontational and irate tone of voice respondent continued to question Mrs. Oyster about the “Richardson for Circuit Judge” campaign lawn sign and its removal.

ANSWER:

Answering paragraph 437, Judge Kenschuh denies the allegation that he used “a confrontational and irate tone of voice” when speaking to Ms. Oyster as the same is not true. As to the remaining allegation, Judge Kenschuh admits same.

438. Respondent refused to accept Mrs. Oyster’s assurances that she had no knowledge as to the identity of the person who had removed the campaign lawn sign.

ANSWER:

Answering paragraph 438, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

439. Mrs. Oyster advised respondent that, out of courtesy, other individuals asked her, her husband's, or their son's permission to put up their candidates' campaign lawn signs on the corner of the property/residence.

ANSWER:

Answering paragraph 439, Judge Konschuh admits same.

440. Respondent displayed an aggressive, belligerent, and/or arrogant attitude towards Mrs. Oyster.

ANSWER:

Answering paragraph 440, Judge Konschuh denies the allegations contained therein for the reason same are not true.

441. Respondent told Mrs. Oyster that he had placed the "Richardson for Circuit Judge" campaign lawn sign on the corner of the property.

ANSWER:

Answering paragraph 441, upon information and belief Judge Konschuh does not contest same.

442. Respondent told Mrs. Oyster that no one had his permission to remove the "fucking" campaign lawn sign from where he had placed it.

ANSWER:

Answering paragraph 442, Judge Konschuh denies the allegations contained therein for the reason same are not true.

443. While respondent was addressing Mrs. Oyster, her son Samuel Oyster approached the front door and stood at his mother's side.

ANSWER:

Answering paragraph 443, Judge Kenschuh denies the allegations contained therein in the form and manner stated for the reason same are not true.

444. Respondent told Mrs. Oyster and Samuel Oyster that he hated Judge Nick Holowka and that Judge Halowka had been a "pain in [his] ass for 30 years."

ANSWER:

Answering paragraph 444, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

445. As a result of respondent's conduct on the afternoon/evening of October 5, 2016, Mrs. Oyster became frightened and upset and began to cry.

ANSWER:

Answering paragraph 445, Judge Kenschuh can neither admit nor deny the allegations contained therein due to lack of information or personal knowledge. In further answer, Judge Kenschuh did not witness Ms. Oyster become emotional or cry.

COUNT VII
FAILURE TO DISQUALIFY

446. Paragraphs 1 through and including 445, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 446, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 445 as if the same were fully set forth herein.

447. On or about July 21, 2014, respondent was placed on administrative leave from his judicial position on the bench of the 40th Circuit Court in Lapeer, Michigan.

ANSWER:

Answering paragraph 447, Judge Konschuh admits same.

448. Respondent remained on administrative leave until April 6, 2016 when he resumed his judicial duties.

ANSWER:

Answering paragraph 448, Judge Konschuh admits same.

A. David Richardson

449. David Richardson is a member of the State Bar of Michigan and is practicing law in the Lapeer County courts.

ANSWER:

Answering paragraph 449, Judge Konschuh admits same.

450. David Richardson was respondent's law school classmate.

ANSWER:

Answering paragraph 450, Judge Konschuh admits same.

451. In the November 2016 election, Mr. Richardson was a write-in candidate for the 40th Circuit Court, running against the incumbent, Hon. Nick Halowka.

ANSWER:

Answering paragraph 451, Judge Konschuh admits same.

452. Respondent encouraged Mr. Richardson to become a candidate for the 40th Circuit Court in the November 2016 election.

ANSWER:

Answering paragraph 452, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

453. During the November 2016 election campaign, respondent had conversations with various individuals. During those conversations respondent:

- a. Expressed his support for Mr. Richardson's bid for the 40th Circuit Court;
- b. Expressed his opposition to Hon. Nick Holowka's reelection to the 40th Circuit Court;
- c. Became critical and hostile to individuals who expressed their support for the Hon. Nick Holowka's reelection to the 40th Circuit Court;
- d. Discussed placing Mr. Richardson's campaign lawn signs on various public and private properties.

ANSWER:

Answering paragraph 453 including subparagraphs (a) through (d),

- a. *Judge Kenschuh admits the same.*
- b. *Judge Kenschuh denies the allegations contained in subparagraph (b) in the form and manner stated, for the reason same are not true.*
- c. *Judge Kenschuh denies the allegations contained in subparagraph (c) in the form and manner stated, for the reason same are not true.*
- d. *Judge Kenschuh admits same.*

454. During the November 2016 election, respondent placed numerous "Dave Richardson for Circuit Court" lawn signs on various properties in Lapeer County.

ANSWER:

Answering paragraph 454, Judge Kenschuh admits same.

455. After April of 2016, Mr. Richardson appeared before respondent in numerous criminal/traffic and civil cases in which Mr. Richardson was the attorney of record.

ANSWER:

Answering paragraph 455, Judge Kenschuh neither admits nor denies the allegations contained therein for lack of personal knowledge or information, and leaves prosecutor to his proofs.

456. The criminal/traffic and civil cases referred to in paragraph 455 above include but are not limited to those listed in Appendix A, which is included with and made a part of this Amended Formal Complaint.

ANSWER:

Answering paragraph 456, Judge Kenschuh neither admits nor denies the allegations contained therein for lack of personal knowledge or information, and leaves prosecutor to his proofs.

457. In the cases listed in Appendix A in which Mr. Richardson was the attorney of record, respondent:

- a. Failed to disqualify himself based on his relationship with Mr. Richardson;
- b. Failed to provide a timely and materially complete on-the-record disclosure of his relationship with Mr. Richardson;

- c. Failed to obtain a written waiver of his disqualification based on his relationship with Mr. Richardson.

ANSWER:

Answering paragraph 457 including subparagraphs (a) through (c), Judge Kenschuh denies the allegations which wrongly assume there was a need or requirement for disqualification and/or a failure to provide adequate notice, which there was not.

B. Michael Sharkey

458. Michael Sharkey is a member of the State Bar of Michigan and is practicing law in the Lapeer County courts.

ANSWER:

Answering paragraph 458, Judge Kenschuh admits same.

459. Mr. Sharkey was respondent's attorney in *People v Byron J. Kenschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH, beginning when the case was filed on or about July 18, 2014.

ANSWER:

Answering paragraph 459, Judge Kenschuh admits same.

460. Mr. Sharkey represented respondent at least through March of 2016.

ANSWER:

Answering paragraph 460, Judge Kenschuh admits same.

461. Mr. Sharkey's legal fee for representing respondent in *People v Byron J. Kenschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH, exceeded \$400,000.

ANSWER:

Answering paragraph 461, Judge Konschuh admits same.

462. As of the date of this Amended Formal Complaint, all or a large portion of Mr. Sharkey's legal fee is still outstanding.

ANSWER:

Answering paragraph 462, Judge Konschuh admits same.

463. After April of 2016, respondent, as a judicial officer of the 40th Circuit Court, presided over civil cases in which Mr. Sharkey was the attorney of record.

ANSWER:

Answering paragraph 463, Judge Konschuh admits same.

464. In the civil cases over which respondent presided after April of 2016, in which Mr. Sharkey was the attorney of record, respondent:

- a. Failed to disqualify himself based on his personal/professional relationship with Mr. Sharkey.
- b. Failed to provide timely and materially complete disclosure of his personal/professional relationship with Mr. Sharkey.
- c. Failed to obtain a written waiver of his disqualification based on his personal/professional relationship with Mr. Sharkey.

ANSWER:

Answering paragraph 464 including subparagraphs (a) through (c), Judge Konschuh denies the allegations which wrongly assume there was a need or requirement for disqualification and/or a failure to provide adequate notice, which there was not.

465. The civil cases referred to in paragraphs 463 and 464 include but are not limited to those listed in Appendix B, which is included with and made a part of this Amended Formal Complaint.

ANSWER:

Answering paragraph 465, Judge Korschuh neither admits nor denies the allegations contained therein for lack of personal knowledge or information, and leaves prosecutor to his proofs.

466. In 2015 and 2016 respondent discussed with and encouraged several Lapeer County attorneys, including Mr. Sharkey, to declare their candidacy for the Office of Lapeer County Prosecuting Attorney against Timothy Turkelson, who was the incumbent.

ANSWER:

Answering paragraph 466, Judge Korschuh admits same.

467. Timothy Turkelson was a prosecution witness in *People v Korschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH.

ANSWER:

Answering paragraph 467, Judge Korschuh admits same.

468. Mr. Sharkey declared his candidacy for the Office of Lapeer County Prosecuting Attorney on or about April 19, 2016.

ANSWER:

Answering paragraph 468, upon information and belief, Judge Korschuh admits same.

469. Beginning in April of 2016 respondent openly supported Mr. Sharkey in his campaign for the Office of the Lapeer County Prosecuting Attorney.

ANSWER:

Answering paragraph 469, Judge Konschuh admits same.

470. Beginning in April of 2016, respondent solicited locations for Ms.[Sic] Sharkey's campaign lawn signs in Mr. Sharkey's bid for the Office of the Prosecuting Attorney.

ANSWER:

Answering paragraph 470, Judge Konschuh neither admits nor denies the allegation and the Examiner is left to his proofs. Judge Konschuh certainly made calls to individuals who were identified as persons wanting a lawn sign to arrange for the same to be delivered and/or placed. He cannot recall making a call to anyone who was not so identified, but may have done so. He simply does not recall.

471. Beginning in April of 2016 respondent placed Mr. Sharkey's campaign lawn signs at various locations around Lapeer County.

ANSWER:

Answering paragraph 471, Judge Konschuh admits same.

472. In November of 2016 Mr. Sharkey was elected as the Lapeer County Prosecuting Attorney and took office on or about January 2, 2017.

ANSWER:

Answering paragraph 472, Judge Konschuh admits same.

473. Between April and December 31, 2016, respondent presided, as a judicial officer, over criminal cases in which Mr. Turkelson was the attorney of record.

ANSWER:

Answering paragraph 473, Judge Konschuh admits same.

474. In the criminal cases over which respondent presided between April and December 31, 2016, in which Mr. Turkelson was the attorney of record, respondent:

- a. Failed to disqualify himself based on the fact that Mr. Turkelson was the prosecution's witness in *People v Konschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH;
- b. Failed to provide a timely and materially complete on-the-record disclosure of the fact that Mr. Turkelson was the prosecution's witness in *People v Konschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH.
- c. Failed to obtain a written waiver of his disqualification based on the fact that Mr. Turkelson was the prosecution's witness in *People v Konschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH.

ANSWER:

Answering paragraph 474 including subparagraphs (a) through (c), Judge Konschuh denies the allegations which wrongly assume there was a need or requirement for disqualification and/or a failure to provide adequate notice, which there was not.

475. Between April and December 31, 2016, respondent presided, as a judicial officer of the 40th Circuit Court, over criminal cases in which Mr. Sharkey was the defense attorney of record.

ANSWER:

Answering paragraph 475, Judge Konschuh admits same.

476. In the criminal cases over which respondent presided between April and December 31, 2016, in which Mr. Sharkey was the defense attorney of record, respondent:

- a. Failed to disqualify himself based on his personal/professional relationship with Mr. Sharkey;
- b. Failed to provide a timely and materially complete disclosure of his personal/professional relationship with Mr. Sharkey;
- c. Failed to obtain a written waiver of his disqualification based on his personal/professional relationship with Mr. Sharkey.

ANSWER:

Answering paragraph 476, including subparagraphs (a) through (c), Judge Konschuh denies the allegations which wrongly assume there was a need or requirement for disqualification and/or a failure to provide adequate notice, which there was not.

477. After January 2, 2017, respondent presided over more than 150 criminal misdemeanor/traffic cases and more than 50 criminal felony cases issued by the LCPO in which Mr. Sharkey was the Prosecuting Attorney of record.

ANSWER:

Answering paragraph 477, Judge Konschuh neither admits nor denies the allegations contained therein for lack of personal knowledge or information.

478. In the criminal misdemeanor/traffic and felony cases in which Mr. Sharkey was the Prosecuting Attorney of record since January 2, 2017, respondent:

- a. Failed to timely disqualify himself based on his personal/professional relationship with Mr. Sharkey;
- b. Failed to provide a timely and materially complete disclosure of his personal/professional relationship with Mr. Sharkey;
- c. Failed to obtain a written waiver of his disqualification based on his personal/professional relationship with Mr. Sharkey.

ANSWER:

Answering paragraph 478 including subparagraphs (a) through (c), Judge Kenschuh denies the allegations which wrongly assume there was a need or requirement for disqualification, which there was not.

479. Since taking office as the Lapeer County Prosecuting Attorney, Mr. Sharkey appeared before respondent in some of the criminal felony and/or misdemeanor/traffic cases filed by the LCPO.

ANSWER:

Answering paragraph 479, Judge Kenschuh neither admits nor denies the allegations contained therein for lack of personal knowledge or information.

480. In the criminal felony and/or misdemeanor/traffic cases in which Mr. Sharkey appeared before respondent since January 2, 2017, respondent:

- a. Failed to timely disqualify himself based on his personal/professional relationship with Mr. Sharkey;

- b. Failed to provide a timely and materially complete disclosure of his personal/professional relationship with Mr. Sharkey;
- c. Failed to obtain a written waiver of his disqualification based on his personal/professional relationship with Mr. Sharkey.

ANSWER:

Answering paragraph 480, including subparagraphs (a) through (c), Judge Kenschuh denies the allegations which wrongly assume there was a need or requirement for disqualification and/or a failure to provide adequate notice, which there was not.

481. The criminal cases referred to in paragraphs 477 through and including 480 above include but are not limited to cases listed in Appendix C, which is included with and made a part of this Amended Formal Complaint.

ANSWER:

Answering paragraph 481, Judge Kenschuh neither admits nor denies the allegations contained therein for lack of personal knowledge or information.

COUNT VIII
MISREPRESENTATIONS

482. Paragraphs 1 through and including 481, alleged above, are incorporated by reference as if fully stated herein.

ANSWER:

Answering paragraph 482, Judge Kenschuh incorporates and adopts by reference his answers and objections to each and every allegation contained in paragraphs 1 through 481 as if the same were fully set forth herein.

A. Misrepresentations to Michigan State Police

483. On or about April 29, May 1, May 7, and May 22, 2014, respondent was interviewed by Michigan State Police (“MSP”) Det/Sgt. Mark Pendergraff.

ANSWER:

Answering paragraph 483, Judge Konschuh admits same.

484. At the time of the interviews with Det/Sgt. Pendergraff, respondent was a judge on the bench of the 40th Circuit Court in Lapeer County, State of Michigan.

ANSWER:

Answering paragraph 484, Judge Konschuh admits same.

485. During the interview conducted on or about April 29, 2014, Det/Sgt. Pendergraff advised respondent that he was investigating the manner in which respondent handled and spent funds/money that the LCPO received from Bounce Back during respondent’s tenure as the Lapeer County Prosecuting Attorney.

ANSWER:

Answering paragraph 485, Judge Konschuh admits same.

486. During his interviews with Det/Sgt. Pendergraff, respondent represented that he had used the funds the LCPO had received from Bounce Back and other sources to pay for and/or reimburse himself for various office expenditures, including but not limited to:

- a. The LCPO staff’s lunches/meals after select trials;
- b. Lunches for, or to give lunch money to, crime victims during trials;

- c. Flowers, cards, water, and/or cakes for various social and family events of the LCPO staff members;
- d. Plaques for retiring LCPO staff members;
- e. Plaques for retiring police officers.

ANSWER:

Answering paragraph 486 including subparagraphs (a) through (e), Judge Kenschuh denies the allegations in the form and manner as stated therein for the reason same are not true. In further response, while Judge Kenschuh recalls paying for or subsidizing items on the list from time to time, he does not recall identifying or being able to identify when interviewed which of these items or the amounts of each item that involved Bounce Back monies. He could not and cannot itemize or segregate the Bounce Back funds from other funds received and used.

487. Respondent's representations to Det/Sgt. Pendergraft were false and/or misleading, in that:

- a. The trial victory/completion lunches/meals were paid for, on a rotating basis, by the LCPO APAs who attended them;
- b. Crime victim meals were paid for with funds from the LCPO victims' services unit;
- c. Flowers, cards, and/or cakes for funerals, birthdays, and/or retirements of the LCPO staff members were paid for by contributions from the LCPO staff;
- d. Plaques for retiring LCPO staff members were paid for with contributions from the LCPO staff;

- e. Plaques for retiring police officers were paid for with contributions from the LCPO staff.

ANSWER:

Answering paragraph 487 including subparagraphs (a) through (e), Judge Kenschuh denies the allegations contained therein for the reason same are not true.

488. During the interviews with Det/Sgt. Pendergraff, respondent represented that he had spoken with other prosecuting attorneys who had contracted with Bounce Back for their bad check cases about what they did with the stipends they had received from Bounce Back.

ANSWER:

Answering paragraph 488, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. In further response, Judge Kenschuh recalls indicating that he had conversations with other prosecutors prior to contracting with BounceBack.

489. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 489, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

490. During the interviews with Det/Sgt. Pendergraff, respondent represented that other prosecuting attorneys had advised respondent that they used the stipends/funds they had received from Bounce Back to pay for things for their offices.

ANSWER:

Answering paragraph 490, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

491. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 491, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

492. During his interviews with Det/Sgt. Pendergraff, respondent represented that the APAs who conducted various police and other training sessions/legal updates retained a portion of the funds/money the LCPO received for said training sessions/legal updates.

ANSWER:

Answering paragraph 492, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

493. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 493, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

494. During his interviews with Det/Sgt. Pendergraff, respondent represented that he had appeared in the criminal district court cases on behalf of the City of Lapeer.

ANSWER:

Answering paragraph 494, Judge Konschuh admits same.

495. Respondent's representation was false and/or misleading in that since he had become the Lapeer County Prosecuting Attorney, only the LCPO APAs appeared in criminal district court cases on behalf of the City of Lapeer.

ANSWER:

Answering paragraph 495, Judge Konschuh denies the allegations contained therein for the reason same are not true.

496. During his interviews with Det/Sgt. Pendergraff, respondent represented that during his tenure as the Lapeer County Prosecuting Attorney the LCPO APAs retained a portion of the money the City of Lapeer was paying for their appearances in district court criminal cases on behalf of the City of Lapeer.

ANSWER:

Answering paragraph 496, Judge Konschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. In further response, the transcript does not appear to show the claimed statements. Judge Konschuh did mention that the LCPO would "keep a portion of the funds" paid by the City of Lapeer. This is true. The City of Lapeer paid funds for pretrials, which were kept by the office. The City of Lapeer is also believed to have paid APAs directly for appearing in a district court trials. The office would not keep those funds. So, a portion of the entire amounts paid by the City of Lapeer were kept by the office.

497. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 497, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

498. During his interviews with Det/Sgt. Pendergraff, respondent represented that during his tenure as the Lapeer County Prosecuting Attorney the county did not pay his and/or the LCPO APAs' bar dues.

ANSWER:

Answering paragraph 498, Judge Kenschuh denies the allegations contained therein in the form and manner as alleged. In further response, Judge Kenschuh recalls mentioning that the local Lapeer County Bar Association dues were not paid when he was the prosecutor.

499. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 500, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

500. During his interviews with Det/Sgt. Pendergraff, respondent represented that during his tenure as the Lapeer County Prosecuting Attorney he had spent \$1800 of his own money on water for the LCPO water cooler.

ANSWER:

Answering paragraph 500, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

501. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 501, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

502. During his interviews with Det/Sgt. Pendergraff, respondent represented that during his tenure as the Lapeer County Prosecuting Attorney the LCPO APAs voted on how to spend the funds that the LCPO had received as teaching fees from the LEORTC.

ANSWER:

Answering paragraph 502, Judge Kenschuh admits same as there were some votes about some of the funds.

503. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 503, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

504. During his interviews with Det/Sgt. Pendergraff, respondent represented that during his tenure as the Lapeer County Prosecuting Attorney the LCPO APAs voted

on how to spend the funds that the LCPO had received from the City of Lapeer for court appearances in district court criminal cases.

ANSWER:

Answering paragraph 505, Judge Konschuh admits same as there were some votes about some of the funds

505. Respondent's representation to Det/Sgt. Pendergraff was false and/or misleading.

ANSWER:

Answering paragraph 505, Judge Konschuh denies the allegations contained therein for the reason same are not true.

B. Misrepresentations to the Judicial Tenure Commission and Others

1. Criminal Misdemeanor Conviction

506. During a November 15, 2017, deposition conducted in connection with *Konschuh v. Lapeer County, et al*, Oakland County Circuit Court case nos. 2017-SC0045-SC and 2017-SC0046-SC, respondent represented that he did not plead no contest to any type of a crime, including a misdemeanor.

ANSWER:

Answering paragraph 506, Judge Konschuh admits same as this was his understanding, informed by his legal counsel, who asked the questions referenced above.

507. Respondent's testimony was false and misleading.

ANSWER:

Answering paragraph 507, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

508. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 44 respondent represented that on March 8, 2016, he plead "no contest to the allegation that there may be an interpretation of MCL 21.44 that supports the argument that he should have reported the collection of these funds to the State or other appropriate entity for accounting purposes."

ANSWER:

Answering paragraph 508, Judge Kenschuh denies the allegations in the form and manner stated, for the reason same are not true.

509. That representation, in response to question no. 44, was false and misleading.

ANSWER:

Answering paragraph 509, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

510. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 918, respondent represented that he "understood that [in *People v Kenschuh*] he was pleading only to MCL 21.44."

ANSWER:

Answering paragraph 454, Judge Kenschuh admits same.

511. That representation, in response to question no. 918, was false and misleading.

ANSWER:

Answering paragraph 511, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

512. In his February 19, 2018, "Motion for Entry of Order *Nunc Pro Tunc*," respondent claimed that on March 8, 2016:

- a. He did not plead to a misdemeanor under MCL 750.485 in *People v Kenschuh*, Genesee case no. 14-03653-FH/Lapeer case no. 14-012016-FH;
- b. He entered a plea of nolo contendere "that there may be an interpretation of MCL 21.44 that supports the argument that [respondent] should have reported the collection of [the Bounce Back and LEORTC] funds to the State or other appropriate entity for accounting purposes."

ANSWER:

Answering paragraph 512 including subparagraphs (a) and (b), Judge Kenschuh admits same.

513. Respondent's representations in his February 19, 2018, motion were false and misleading.

ANSWER:

Answering paragraph 513, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

514. In the February 19, 2018, motion, respondent requested Judge Neithercut to enter an "Order *Nunc Pro Tunc*" to correct "a mistake which, if not corrected, falsely

indicated that Byron J. Kenschuh pled to a crime, the misdemeanor known as MCL 750.485, which he clearly and objectively did not.”

ANSWER:

Answering paragraph 514, Judge Kenschuh admits same.

515. Respondent’s representation in the February 19, 2018, motion was false and misleading.

ANSWER:

Answering paragraph 515, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

2. Financial Improprieties - Hartland/Transmodus

516. In his January 14, 2019, answers to the Commission’s 28-Day Letter, in response to question nos. 15, 18, and 67, respondent represented that during his tenure as the Lapeer County Prosecuting Attorney he was not aware of Lapeer County’s “Adopted Accounting Procedures” and/or “Cash Receipts” policies.

ANSWER:

Answering paragraph 516, Judge Kenschuh admits same, and adopts and incorporates his responses to question nos. 15, 18 and 67 dated January 14, 2019 to the JTC’s 28-day letter more fully herein.

517. Respondent’s representations in response to questions 15, 18, and 67 were false and misleading.

ANSWER:

Answering paragraph 517, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

518. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 65, 66, 67, 68 and 69, respondent stated that the LCPO agreement/contract with Transmodus was not a county contract.

ANSWER:

Answering paragraph 518, Judge Kenschuh denies the allegations in the form and manner stated, for the reason same are not true. Notwithstanding, Judge Kenschuh admits that his responses to question nos. 65, 66, 68 and 69 from the response to the JTC's 28-day letter dated January 14, 2019 state that the LCPO contract with Transmodus was not a county contract.

519. Respondent's representations in response to question nos. 65, 66, 67, 68 and 69 were false and misleading.

ANSWER:

Answering paragraph 519, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

520. In his July 6, 2016, answers to the Commission's request for comments, in response to question no. 24k4, respondent stated that he did not keep \$15 from Cheri Ohenley's money order.

ANSWER:

Answering paragraph 520, Judge Kenschuh admits same.

521. Respondent's representation in response to question no. 24k4 of the July 6, 2016, request for comments was false and misleading.

ANSWER:

Answering paragraph 512, Judge Konschuh denies the allegations contained therein for the reason same are not true.

522. In his February 8, 2017, answers to the Commission's 28-Day Letter, in response to question no 18h, respondent denied that he had failed to forward \$15 from Ohenley's money order to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 522, Judge Konschuh admits same.

523. Respondent's representation in response to question no. 18h of the Commission's February 8, 2017, 28-Day Letter was false and misleading.

ANSWER:

Answering paragraph 523, Judge Konschuh denies the allegations contained therein for the reason same are not true.

524. In his February 8, 2017, answers to the Commission's 28-Day Letter in response to question no. 18i respondent denied that he had failed to send or cause to be sent, to Transmodus, their \$35 collection fee.

ANSWER:

Answering paragraph 524, Judge Konschuh admits same.

525. Respondent's representation in response to question no. 18i of the Commission's February 8, 2017, 28-Day Letter was false and misleading.

ANSWER:

Answering paragraph 525, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

526. In his January 14, 2019, answers to the Commission's 28-Day Letter in response to question nos. 110 and 111, respondent represented that he "gave the equivalent of Sherry Ohenley's money order to the Lapeer County Treasurer's Office to voucher to the appropriate parties."

ANSWER:

Answering paragraph 526, Judge Kenschuh admits same.

527. Respondent's representations in response to question nos. 110 and 111 were false and misleading.

ANSWER:

Answering paragraph 527, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

3. Financial Improprieties - Bounce Back

528. In his January 14, 2019, answers to the Commission's 28-Day Letter in response to question nos. 119, 120, 121, and 122 respondent stated that the agreement/contract with Bounce Back was not a "county contract."

ANSWER:

Answering paragraph 528, Judge Kenschuh admits same.

529. Respondent's representations in response to questions 119, 120, 121 and 122 were false and misleading.

ANSWER:

Answering paragraph 529, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

530. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 123 and 129 respondent claimed that "Mr. Biscoe has acknowledged and testified that he was aware of [the contract between Bounce Back and the LCPO].

ANSWER:

Answering paragraph 530, Judge Kenschuh admits same.

531. Respondent's representations in response to question nos. 123 and 129 were false and misleading.

ANSWER:

Answering paragraph 531, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

532. In his July 6, 2016, answers to the Commission's request for comments, in response to question no. 90, and in his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 140, respondent denied ever directing LCPO Office Manager Leigh Hauxwell not to forward any of the checks the LCPO received from Bounce Back to the Lapeer County Treasurer's Office.

ANSWER:

Answering paragraph 532, Judge Kenschuh admits same.

533. Respondent's representations in response to question no. 90 of the July 6, 2016, request for comments and question 140 of the January 14, 2019, 28-Day Letter, were false and misleading.

ANSWER:

Answering paragraph 533, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

534. In his February 8, 2017, answers to the Commission's 28-Day Letter, in response to question no. 31, and in his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 955 and 956, respondent stated that he did not instruct the LCPO office managers, Cathy Strong and Leigh Hauxwell, to deliver to him all checks the LCPO received from Bounce Back to respondent.

ANSWER:

Answering paragraph 534, Judge Kenschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. Judge Kenschuh denied the allegation in paragraph 31 as alleged, but paragraphs 955 and 956 do not deal with the subject matter alleged.

535. Respondent's representations in response to question no. 31 of the February 8, 2017, 28-Day Letter and question nos. 955 and 956 of the January 14, 2019, 28-Day Letter were false and misleading.

ANSWER:

Answering paragraph 535, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

536. In his January 14, 2019, answers to the Commission's 28-Day Letter in response to questions 152, 160, 168, 184, 192, 200, 208, 216, 225, 236, 244, 252, 260, 268, 276, 284, 292, 300, 308, 316, 324, 332, 340, 348, 356, 364, 372, 380, 388, 396, 404, 412, 420, 428, 436, 444, 452, 460, 468, and 476, respondent represented that at the time he deposited each check the LCPO had received from Bounce Back into his and his wife's personal checking account, the funds in each check represented reimbursement for numerous and ongoing office expenses that respondent had initially paid for.

ANSWER:

Answering paragraph 536, Judge Kenschuh admits the allegations as to all of the listed responses with the exception to response to question no. 225, which he denies for the reason same is not true.

537. Respondent's representations in response to the above listed questions were false and misleading.

ANSWER:

Answering paragraph 537, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

538. In his January 14, 2019, answers to the Commission's 28-Day Letter, on page 3, respondent represented that he had used the Bounce Back monies "to pay for office expenses such as coffee, donuts, bottled water and other luncheons."

ANSWER:

Answering paragraph 538, Judge Kenschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. Notwithstanding, Judge

Konschuh submits that the relevant portion of the January 14, 2019 response to the JTC's 28-day letter states, "The funds realized from the Bounce Back program and LEORTC were not used for Judge Konschuh's personal gain, but rather for the benefit of the prosecutor's office. Judge Konschuh used those monies to pay for office expenses such as coffee, donuts, bottled water and office luncheons."

539. Respondent's representation was false and misleading.

ANSWER:

Answering paragraph 539, Judge Konschuh denies the allegations contained therein for the reason same are not true.

540. In his July 6, 2016, answers to the Commission's request for comments, respondent included Tab C, which respondent claimed represented "a list of receipted and estimated expenses of which the Bounce Back funds defrayed a portion."

ANSWER:

Answering paragraph 540, Judge Konschuh admits same. In further answer, Judge Konschuh submits that the January 14, 2019 response to no. 922 provides that, "Tab C included documents concerning personal charitable contributions mixed in with the responsive documents. These contributions were paid with Judge Konschuh's personal funds and not with any funds relating to the LCPO including the Bounce Back monies. These documents were provided in response to another question and were not meant to be part of Tab C. It was an oversight to include them in the same Tab."

541. In a three-page document included with Tab C respondent claimed that since becoming the Lapeer County Prosecuting Attorney he had incurred in excess of \$16,854.30 in out-of-pocket expenditures on the LCPO.

ANSWER:

Answering paragraph 541, Judge Kenschuh admits same.

542. Respondent's representations in Tab C were false and misleading, in that:
- a. Tab C includes expenditures purchased prior to respondent becoming the Lapeer County Prosecuting Attorney;
 - b. Tab C includes expenditures respondent did not pay for;
 - c. Tab C includes expenditures that are not proper governmental expenditures;
 - d. Tab C includes expenditures that respondent was reimbursed for;
 - e. Tab C includes expenditures for coffee and cookies respondent had purchased for his May 6, 2013, investiture, when he was no longer the Lapeer County Prosecuting Attorney.

ANSWER:

Answering paragraph 542, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

543. In his April 23, 2018, answers to the Commission's request for comments, in response to question nos. 19d2 and 20d2, respondent represented that he did not seek reimbursement from circuit court for the cookies and coffee he used at his investiture because he provided the coffee and cookies to the prosecutor's office the day after the May 6, 2013, investiture.

ANSWER:

Answering paragraph 543, Judge Konschuh admits same.

544. Respondent's representations in response to question nos. 19d2 and 20d2 were false and misleading.

ANSWER:

Answering paragraph 544, Judge Konschuh denies the allegations contained therein for the reason same are not true.

545. In his July 6, 2016, answers to the Commission's request for comments, respondent represented, under Tab C, that between 2001 and 2008 he spent/contributed \$400 per year to the "Flower/Cake/Card Fund," for a total of \$3200.

ANSWER:

Answering paragraph 545, Judge Konschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. Notwithstanding, Judge Konschuh submits that the annual contribution was estimated at \$400 per year for approximately eight years.

546. Respondent's representation was false and misleading.

ANSWER:

Answering paragraph 546, Judge Konschuh denies the allegations contained therein for the reason same are not true.

547. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 936, respondent stated that "when the [flower/cake/card/water

fund] did not have sufficient funds, which occurred every year, Judge Konschuh personally covered the costs.”

ANSWER:

Answering paragraph 547, Judge Konschuh admits same.

548. Respondent’s representation in response to question no. 936 was false and misleading.

ANSWER:

Answering paragraph 548, Judge Konschuh denies the allegations contained therein for the reason same are not true.

549. In his July 6, 2016, response to the Commission’s request for comments, under Tab C, respondent represented that between August 2, 2002, and June 30, 2008, he had spent in excess of \$1800 of his own money on water cooler bills for the LCPO.

ANSWER:

Answering paragraph 549, Judge Konschuh denies the allegations in the form and manner stated. The representation in the January 14, 2019 response to no. 938 stated, “The water receipts provided in Tab C represent office-related expenses that Judge Konschuh believed he paid for, in whole or in part, during the relevant time period. The office water fund did not have sufficient money to cover the water cooler service. The fund did cover some of the expense, but not all. The water cooler service was subsequently discontinued due to the inability to cover the expense.”

550. That representation under Tab C was false and misleading.

ANSWER:

Answering paragraph 550, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

551. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 938, 939, and 940, respondent stated that the office water fund did not have sufficient money to cover the water cooler service.

ANSWER:

Answering paragraph 551, Judge Kenschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. Notwithstanding, Judge Kenschuh states that his response to no. 940 of the January 14, 2019 response to the JTC's 28-day letter provides that the water expenditure was partially paid for with contributions from the LCPO staff. "There was a fund contributed to by some LCPO staff for the water expense... The small fund covered a portion of the water cooler expense. The fund was subsidized by Judge Kenschuh to cover the entire water bill."

552. Respondent's representation in response to question no. 938 was false and misleading.

ANSWER:

Answering paragraph 552, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

553. In his May 2017 supplemental response to the Commission's 28-Day Letter, on page 2, and in his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 957 through and including 961, respondent represented that

since the onset of the Bounce Back contract, he had incurred “about \$2,000” in out-of-pocket expenditures on behalf of the LCPO.

ANSWER:

Answering paragraph 553, Judge Kenschuh admits same.

554. Respondent’s representations in his supplemental response to the Commission’s 28-Day Letter and in his January 14, 2019, 28-Day Letter were false and misleading, in that the items respondent listed as expenditures he had incurred since the onset of the Bounce Back contract:

- a. Include expenditures that were purchased before he became the Lapeer County Prosecuting Attorney;
- b. Include expenditures that respondent did not pay for;
- c. Include expenditures that are not proper governmental expenditures;
- d. Include expenditures that respondent was reimbursed for;
- e. Include expenditures that respondent incurred when he was no longer the Lapeer County Prosecuting Attorney.

ANSWER:

Answering paragraph 554, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

4. LEORTC Teaching Fees

555. In his February 8, 2017, answers to the Commission’s December 14, 2016, Request for Comments, on page 1, respondent stated that while the Hon. Justus Scott was the Lapeer County Prosecuting Attorney, he

...pocketed the fees for teaching, kept the funds paid by the local municipalities for coverage of cases and treated those funds not only as outside of MCL 129.11 but as his own booty and a benefit to him personally as being the prosecutor.

ANSWER:

Answering paragraph 555, Judge Korschuh admits same.

556. Respondent's representation in the February 8, 2017, answers to the Commission's December 14, 2016, Request for Comments, was false and/or misleading.

ANSWER:

Answering paragraph 556, Judge Korschuh denies the allegations contained therein for the reason same are not true.

557. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 626, respondent represented that he had attended and participated as a presenter/trainer in the entire session of the March 2008 "Legal Update with Emphasis on CSC" LEORTC training session/seminar/legal update.

ANSWER:

Answering paragraph 557, Judge Korschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. The representation was, "Judge Korschuh also attended the entire session and served as a presenter. The training sessions always included a general legal update wherein Judge Korschuh and others from LCPO answered questions concerning the application of the law to day-to-day law enforcement tasks. Judge Korschuh also performed administrative tasks associated with the training including preparing the agenda, circulating the announcement of the

training, reserving the room, purchasing refreshments, setting up the venue, taking attendance, cleaning up the room and providing follow up to the LEORTC.”

558. Respondent’s representation in response to question no. 626 was false and misleading.

ANSWER:

Answering paragraph 558, Judge Korschuh denies the allegations contained therein for the reason same are not true.

559. In his January 14, 2019, answers to the Commission’s 28-Day Letter, in response to question no. 637, respondent represented that he had attended and participated as a presenter/trainer in the entire session of the March 2009 “Computer Crime, Medical Marijuana, Open Carry, Search and Seizure” LEORTC training session/seminar/legal update.

ANSWER:

Answering paragraph 559, Judge Korschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. The representation was, “Judge Korschuh also attended the entire session and served as a presenter. The training sessions always included a general legal update wherein Judge Korschuh and others from LCPO answered questions concerning the application of the law to day-to-day law enforcement tasks. Judge Korschuh also performed administrative tasks associated with the training including preparing the agenda, circulating the announcement of the training, reserving the room, purchasing refreshments, setting up the venue, taking attendance, cleaning up the room and providing follow up to the LEORTC.”

560. Respondent's representation in response to question no. 637 was false and misleading.

ANSWER:

Answering paragraph 560, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

561. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 646 respondent represented that he had attended and participated as a presenter/trainer in the entire session of the September 2009 "Search and Seizure, Child Advocacy - SANE/SART; Traffic Safety" LEORTC training session/seminar/legal update.

ANSWER:

Answering paragraph 561, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. The representation was, "Judge Kenschuh also attended the entire session and served as a presenter. The training sessions always included a general legal update wherein Judge Kenschuh and others from LCPO answered questions concerning the application of the law to day-to-day law enforcement tasks. Judge Kenschuh also performed administrative tasks associated with the training including preparing the agenda, circulating the announcement of the training, reserving the room, purchasing refreshments, setting up the venue, taking attendance, cleaning up the room and providing follow up to the LEORTC."

562. Respondent's representation in response to question no. 646 was false and misleading.

ANSWER:

Answering paragraph 562, Judge Korschuh denies the allegations contained therein for the reason same are not true.

563. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 656 and 658 respondent represented that he had attended and participated as a presenter/trainer in the entire session of the July 2010 "Ignition Interlock law, Medical Marijuana, Datamaster, ARIDE, Traffic Safety" LEORTC training session/seminar/legal update.

ANSWER:

Answering paragraph 563, Judge Korschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. The representation at 656 was, "Judge Korschuh also attended the entire session and served as a presenter. The training sessions always included a general legal update wherein Judge Korschuh and others from LCPO answered questions concerning the application of the law to day-to-day law enforcement tasks. Judge Korschuh also performed administrative tasks associated with the training including preparing the agenda, circulating the announcement of the training, reserving the room, purchasing refreshments, setting up the venue, taking attendance, cleaning up the room and providing follow up to the LEORTC." And, the representation at 658 was, "Judge Korschuh attended the entire session and co-presented with Mr. Stecker. The training sessions always included a general legal update wherein Judge Korschuh and others from LCPO answered questions concerning the application of the law to day-to-day law enforcement tasks. Judge

Konschuh also performed administrative tasks associated with the training including preparing the agenda, circulating the announcement of the training, reserving the room, purchasing refreshments, setting up the venue, taking attendance, cleaning up the room and providing follow up to the LEORTC."

564. Respondent's representations in response to question nos. 656 and 658 were false and misleading.

ANSWER:

Answering paragraph 564, Judge Konschuh denies the allegations contained therein for the reason same are not true.

565. In his January 14, 2019, answers to the Commission's 28-Day Letter, respondent represented, in response to question nos. 667 and 669, that he had attended and participated as a presenter/trainer in the April 2011 "Heroin, Identification and Prevention/Enforcement" LEORTC training session/seminar/legal update.

ANSWER:

Answering paragraph 565, Judge Konschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. Judge Konschuh answered questions 667 and 669 respectively, "Mr. Evans did present a portion of the instructions. Judge Konschuh also attended the entire session and served as a presenter." And, "This is not correct. The event was not a corrections academy event but rather a legal update or instruction. The statement that Judge Konschuh did not provide instruction is also not true. Judge Konschuh attended the entire session and was a co-presented [Sic] with Mr. Evans."

566. Respondent's representations in response to question nos. 667 and 669 were false and misleading.

ANSWER:

Answering paragraph 566, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

567. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 677 respondent represented that he had attended and co-presented the entire session of the June 2011 LEORTC training session/seminar/legal update on medical marijuana.

ANSWER:

Answering paragraph 567, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. The response was "Judge Kenschuh attended the entire session and co-presented with Mr. Stecker."

568. Respondent's representation in response to question no. 677 was false and misleading.

ANSWER:

Answering paragraph 568, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

5. Improper Reimbursements - 2011 Christmas Luncheon

569. In a December 20, 2011, invoice voucher submitted to the Lapeer County Finance Department seeking a \$125.25 reimbursement, respondent represented that the

expense was incurred in connection with a luncheon provided at a December 16, 2011, "Legal Update/Training."

ANSWER:

Answering paragraph 569, Judge Konschuh admits same.

570. Respondent's representation in his December 20, 2011, invoice voucher was false and misleading in that the December 16, 2011, luncheon was a Christmas luncheon for the LCPO staff.

ANSWER:

Answering paragraph 570, Judge Konschuh denies the allegations contained therein in the form and manner stated for the reason same are not true.

571. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 794 and 795, respondent represented that the December 16, 2011, luncheon was a legal update/training session rather than a Christmas luncheon for the LCPO staff.

ANSWER:

Answering paragraph 571, Judge Konschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true. At 794 the proposition was, "The December 16, 2011, luncheon was not a legal update/training session." The response was, "Judge Konschuh cannot agree with this statement. The luncheon involved discussions centered on office-related issues, staffing morale, caseloads, scheduling, upcoming events and ways to improve delivery of services to the public. He understood at the time that the expenses related to the event could be properly labelled "training"

and qualified as expenses that could be applied to the special activities account from which the reimbursement was requested.” Then, the proposition at 795 was, “The December 16, 2011, was a Christmas luncheon for the LCPO staff.” The response was, “This is correct.”

572. Respondent’s representations in response to question nos. 794 and 795 were false and misleading.

ANSWER:

Answering paragraph 572, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

573. In his January 14, 2019, answers to the Commission’s 28-Day Letter, in response to question no. 797 respondent stated that “Mr. Biscoe nor his staff ever informed Judge Kenschuh that the [December 16, 2011, lunch] was not a reimbursable expense.”

ANSWER:

Answering paragraph 573, Judge Kenschuh admits same.

574. Respondent’s representation in response to question no. 797 was false and misleading.

ANSWER:

Answering paragraph 574, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

575. In his July 6, 2016, answers to the Commission’s April 14, 2016, request for comments, in response to question no. 127 respondent stated that

Mr. Turkelson, my successor, it appears was reimbursed \$67.53 and directed \$99.60 to go to Hugo's Pizza and well (sic) as directing the remaining balance of \$1,813.00 to be a "Transfer to General Fund to cover Chief Asst. Promotion" in violation of my understanding from Mr. Biscoe that such funds could not be used for salaries and in apparent violation of MCR 49.153, 49.155, and 49.158.

ANSWER:

Answering paragraph 575, Judge Kenschuh admits same.

576. Respondent's representation in his answers to the Commission's April 14, 2016, request for comments in response to question no. 127 was false and/or misleading.

ANSWER:

Answering paragraph 576, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

577. In his January 14, 2019, answers to the Commission's October 3, 2018, 28-Day Letter, on page 5, respondent also stated that

In response to a subpoena sent to the Lapeer County Treasurer, it was discovered that the subsequent administration, under Tim Turkelson, spent \$67.60 for Hugo's Pizza (for police chief's meeting and bar association lunch). In addition, \$1,813.00 was listed as a "Transfer to General Fund per P.A. to cover Chief Asst. Promotion." There is no argument that can be made that that (sic) funding a staff member's PROMOTION was for "training." One can only wonder where the rest of that fund went after September 16, 2014. (Emphasis in original)

ANSWER:

Answering paragraph 577, Judge Kenschuh admits same.

578. Respondent's representations, in his January 14, 2019, answers to the Commission's October 3, 2018, 28-Day Letter, were false and/or misleading.

ANSWER:

Answering paragraph 578, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

6. Improper Reimbursements - 2012 Secretary Day Luncheon

579. In an April 25, 2012, invoice voucher submitted to the Lapeer County Finance Department seeking \$174.61, respondent represented that the expense was incurred for an April 25, 2012, "Staff Development Luncheon."

ANSWER:

Answering paragraph 579, Judge Kenschuh admits same.

580. Respondent's representation in his April 25, 2012, invoice voucher was false and misleading in that the expense was the LCPO's celebration of Secretary/Administrative Assistant Day and not a staff development luncheon.

ANSWER:

Answering paragraph 580, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

581. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 809 respondent stated that his representation in the April 20, 2011, invoice voucher was not false and misleading.

ANSWER:

Answering paragraph 581, Judge Kenschuh admits same.

582. Respondent's representation in response to question no. 809 was false and misleading.

ANSWER:

Answering paragraph 582, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

583. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 807 and 808 respondent claimed that the April 25, 2012, luncheon was a staff development luncheon rather than the LCPO celebration of the Secretary/Administrative Assistant Day.

ANSWER:

Answering paragraph 583, Judge Kenschuh denies the allegations contained therein for the reason same are not true. At 808 the proposition was, "The April 25, 2012, luncheon was the LCPO's celebration of the Secretary/Administrative Assistant Day." The response was, "This is correct. During the event, the staff discussed office-related issues such as staffing morale, caseloads, scheduling, upcoming events and ways to improve delivery of services to the public."

584. Respondent's representations in response to questions nos. 807 and 808 were false and misleading.

ANSWER:

Answering paragraph 584, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

7. Improper Reimbursements - 2012 Christmas Luncheon

585. In a December 17, 2012, invoice voucher submitted to the Lapeer County Finance Department seeking a \$180.66 reimbursement from Law Enforcement Corporation Counsel Employee Training account no. 267 162 657 010, respondent represented that the expense was incurred in connection with the LCPO's December 14, 2012, "training" session.

ANSWER:

Answering paragraph 585, Judge Kenschuh denies the allegation in the form and manner as alleged as untrue. In further response, he used the term "training" as advised.

586. Respondent's representation in the December 17, 2012, invoice voucher was false and misleading.

ANSWER:

Answering paragraph 586, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

587. In a telephone conversation with County Administrator/Controller John Biscoe, conducted shortly after December 17, 2012, wherein Mr. Biscoe questioned respondent as to the purpose of the December 14, 2012, luncheon, respondent claimed that the LCPO's December 14, 2012, luncheon was a "training" session and not a holiday luncheon.

ANSWER:

Answering paragraph 587, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

588. Respondent's verbal representation to County Administrator/Controller Biscoe was false and misleading.

ANSWER:

Answering paragraph 588, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

589. During a November 15, 2017, deposition conducted in connection with *Kenschuh v. Lapeer County, et al*, Oakland County Circuit Court case nos. 2017-SC0045-SC and 2017-SC0046-SC, and in his January 14, 2019, answers to the Commission's 28-Day Letter in response to question nos. 909 and 910, respondent represented that:

- a. County Administrator John Biscoe never told respondent that the only way the Christmas luncheon expense could be justified was if the luncheon was for training;
- b. "The only thing that Mr. Biscoe told Judge Kenschuh before he approved the [Christmas, 2012] expense was that Judge Kenschuh may have to answer questions by the Board of Commissioners or auditors about the expense and that he should be prepared to do so;

ANSWER:

Answering paragraph 589 including subparagraphs (a) and (b), Judge Kenschuh,

- a. *Admits the allegations contained therein.*
- b. *Admits the allegations contained therein. In further answer, Judge Kenschuh provides that the response to question no. 910 of the January 14, 2019 response to the 28-day letter further stated, "Mr. Biscoe never stated to Judge*

Konschuh that the Christmas luncheon was not a legitimate expense. Judge Konschuh was told by Mr. Beatty that from a previous conversation Mr. Beatty had with Mr. Biscoe, he was to put "training" on certain reimbursement requests. The only thing that Mr. Biscoe told Judge Konschuh before he approved the expense was that Judge Konschuh may have to answer questions by the Board of Commissioners or auditors about the expense and that he should be prepared to do so."

590. Respondent's testimony in the November 15, 2017, deposition and his responses to the Commission's inquiries in question no. 909 and 910, were false and misleading.

ANSWER:

Answering paragraph 590, Judge Konschuh denies the allegations contained therein for the reason same are not true.

591. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 769, respondent claimed that during the December 2012 telephone conversation with Mr. Biscoe, Mr. Biscoe did not:

- a. Question respondent whether the December 14, 2012, luncheon was a holiday luncheon.
- b. Did not advise respondent that a holiday luncheon expense could not be submitted for reimbursement.

ANSWER:

Answering paragraph 591, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

592. Respondent's representations in response to question no. 769 were false and misleading.

ANSWER:

Answering paragraph 592, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

593. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 771 respondent represented that during his December 2012 telephone conversation he did not represent to Mr. Biscoe that the December 14, 2012, luncheon was a "training" session rather than a holiday luncheon.

ANSWER:

Answering paragraph 593, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

594. Respondent's representation in response to question no. 771 was false and misleading.

ANSWER:

Answering paragraph 594, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

595. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 909 respondent represented that County Administrator John

Biscoe never told respondent that the only way the 2012 Christmas luncheon expense could be justified was if the luncheon was for training.

ANSWER:

Answering paragraph 595, Judge Korschuh can neither admit nor deny the allegations contained there. In paragraph 909 to the Commission's 28-day letter, the Commission cited certain testimony from a deposition, and Judge Korschuh acknowledged the testimony was correct. The testimony cited was,

Q. *(by Mr. Acho) Didn't [John Biscoe] tell you, the only way that you could possibly justify seeking reimbursement [for the Christmas luncheon] would be if this was for training?*

A. *Never.*

Q. *He never said that to you?*

A. *Never.*

596. Respondent's representation in response to question no. 909 was false and misleading.

ANSWER:

Answering paragraph 596, Judge Korschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. His response at 909 was merely to admit the testimony was accurately cited.

597. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question no. 765, respondent represented that the December 12, 2012, luncheon was a training session.

ANSWER:

Answering paragraph 597, Judge Korschuh denies the allegations contained therein in the form and manner stated for the reason same are not true. The proposition at 765 was that the luncheon was not

a training session. The response was, "Judge Kenschuh cannot agree with this statement. The luncheon involved discussions centered on office-related issues, staffing morale, caseloads, scheduling, upcoming events and ways to improve delivery of services to the public. He understood at the time that the expenses related to the event could be properly labelled "training" and qualified as expenses that could be applied to the special activities account from which the reimbursement was requested."

598. Respondent's representation in response to question no. 765 was false and misleading.

ANSWER:

Answering paragraph 598, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

8. False Statements - Corelogic Checks

599. In his March 4, 2019, answers to the Commission's Supplemental 28-Day Letter, in response to question no. 5, respondent represented that the word "PROSECUTOR" was added to Corelogic Check no. 3000181215, changing the name of the payee from "Lapeer, County of" to "Lapeer, County of - PROSECUTOR" at the request and with the consent of Corelogic.

ANSWER:

Answering paragraph 599, Judge Kenschuh admits same.

600. Respondent's representation in response to question no. 5 was false and/or misleading.

ANSWER:

Answering paragraph 600, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

601. In his March 4, 2019, answers to the Commission's Supplemental 28-Day Letter, in response to question no. 6, respondent represented that the word "TREASURER" was added to Corelogic Check no. 3000181216, changing the name of the payee from "Lapeer, County of" to "Lapeer, County of - TREASURER" at the request and with the consent of Corelogic.

ANSWER:

Answering paragraph 601, Judge Kenschuh admits same.

602. Respondent's representation in response to question no. 6 was false and/or misleading.

ANSWER:

Answering paragraph 602, Judge Kenschuh denies the allegations contained therein for the reason same are not true.

9. False Statements - Donuts

603. During his tenure as the Lapeer County Prosecutor, respondent and the LCPO prosecutors were rotated on a week-long "on-call" assignment.

ANSWER:

Answering paragraph 539, Judge Kenschuh admits same.

604. The responsibility of the "on-call" APA was to handle any and all after-hours questions/issues encountered by various Lapeer County police departments.

ANSWER:

Answering paragraph 604, Judge Konschuh admits same.

605. The LCPO APAs received approximately \$300 in extra annual compensation for their "on-call" duty.

ANSWER:

Answering paragraph 605, Judge Konschuh denies the allegation as alleged as it is not accurate. The amount is believed to have been \$300 per "on-duty" term.

606. Prior to November of 2012, on Fridays, the "on-call" prosecuting attorneys purchased donuts for the LCPO staff.

ANSWER:

Answering paragraph 606, Judge Konschuh admits same.

607. Prior to November of 2012, receipts for donut purchases by the on-call prosecuting attorneys were not submitted for reimbursement to the Lapeer County Finance Department.

ANSWER:

Answering paragraph 607, Judge Konschuh admits same.

608. Beginning in November of 2012 and continuing until April 5, 2013, respondent instructed the LCPO APAs to submit, and he himself submitted, receipts for the Friday donut purchases to the Lapeer County Finance Department for reimbursement from the Law Enforcement Corporation Counsel Employee Training account no. 267 162 657 010.

ANSWER:

Answering paragraph 608, Judge Kenschuh admits to requesting reimbursement but does not know whether he ever knew the account number.

609. Respondent signed and approved each invoice submitted to the Lapeer County Finance Department for reimbursement for the donuts purchased between November of 2012 through and including April 5, 2013.

ANSWER:

Answering paragraph 609, Judge Kenschuh admits same.

610. In each invoice voucher respondent signed, approved, and/or submitted to the Lapeer County Finance Department between November of 2012 through and including April 5, 2013, respondent represented that the donut purchases were for "training."

ANSWER:

Answering paragraph 610, Judge Kenschuh admits same.

611. The "training" representation in each invoice voucher respondent submitted to the Lapeer County Finance Department between November of 2012 through and including April 5, 2013, was false and misleading.

ANSWER:

Answering paragraph 611, Judge Kenschuh denies the allegations contained therein in the form and manner stated, for the reason same are not true.

10. Improper Demeanor

612. In his January 14, 2019, answers to the Commission's 28-Day Letter, in response to question nos. 828, 832, 833, 837, and 840 respondent stated that his October

5, 2016, encounter with Mrs. Bonnie Oyster and her son, Samuel Oyster, “was cordial” and that he did not:

- a. Use a confrontational and angry tone of voice when speaking to Mrs. Oyster and/or her son;
- b. Display an aggressive, belligerent, and/or arrogant attitude towards Mrs. Oyster and/or her son;
- c. Refuse to accept Mrs. Oyster’s statements that she did not know who had removed the “Richardson for Circuit Judge” campaign lawn sign;
- d. Use any profanities during his contact with Mrs. Oyster and/or her son, Samuel Oyster.

ANSWER:

Answering paragraph 612, Judge Konschuh admits same.

613. Respondent’s representations in responses to question nos. 828, 832, 833, 837, and 840 were false and misleading.

ANSWER:

Answering paragraph 613, Judge Konschuh denies the allegations contained therein for the reason same are not true.

Respondent’s conduct, as described above in paragraphs 1 through and including 615 (sic), constitutes:

- a. Misconduct in office, as defined by the Michigan Constitution of 1963, as amended, Article 6, Section 30 and MCR 9.205;

- b. Conduct clearly prejudicial to the administration of justice, as defined by the Michigan Constitution of 1963, as amended, Article 6, Section 30, and MCR 9.205(B);
- c. Conduct in violation of the standards imposed on members of the bar as a condition of the privilege to practice law, contrary to MCR 9.103(A);
- d. Conduct that is prejudicial to the proper administration of justice, contrary to MCR 9.104(1);
- e. Conduct that exposes the legal profession or the courts to obloquy, contempt, censure, or reproach, contrary to MCR 9.104(2);
- f. Conduct that is contrary to justice, ethics, honesty, or good morals, in violation of MCR 9.104(3);
- g. Conduct that violates the standards or rules of professional responsibility adopted by the Supreme Court, in violation of MRPC 8.4, 8.4(c) and MCR 9.104(4);
- h. Conduct that violates a criminal law of a state or of the United States, an ordinance, or tribal law pursuant to MCR 2.615, contrary to MCR 9.104(5), including but not limited to MCL 750.175 (embezzlement by a public official over \$50), MCL 750.485 (Public official – failure to account for public money), and MCL 750.249 (Uttering and Publishing).
- i. Knowing misrepresentation of any facts or circumstances surrounding a request for investigation or complaint, contrary to MCR 9.104(6);

- j. Knowingly providing false and/or misleading statements and/or representations to an officer of the Michigan State Police during a criminal investigation;
- k. Conduct involving fraud, deceit, or intentional misrepresentations, contrary to MCR 9.205(B);
- l. Conduct involving intentional misrepresentations and misleading statements to the Judicial Tenure Commission, contrary to MCR 9.205(B);
- m. Failure to establish, maintain, enforce and personally observe high standards of conduct so the integrity and independence of the judiciary may be preserved, contrary to Michigan Code of Judicial Conduct ("MCJC") Canon 1;
- n. Irresponsible or improper conduct which erodes public confidence in the judiciary, in violation of MCJC Canon 2(A);
- o. Conduct involving impropriety and the appearance of impropriety, in violation of MCJC Canon 2(A);
- p. Failure to respect and observe the law, contrary to MCJC Canon 2(B);
- q. Failure to act in a manner that promotes public confidence in the integrity and impartiality of the judiciary, contrary to MCJC Canon 2(B);
- r. Failure to treat people with courtesy and respect, contrary to MCJC Canon 2(B);
- s. Use of the prestige of office to advance personal business interests or those of others, contrary to MCJC Canon 2(C);

- t. Failure to be faithful to the law and maintain professional competence in it, contrary to MCJC Canon 3(A)(1);
- u. Failure to disqualify, contrary to MCJC Canon 3(C) and MCR 2.003(C);
- v. Failure to disclose possible grounds for disqualification, contrary to MCJC Canon 3(C) and MCR 2.003;
- w. Public endorsement of a candidate for nonjudicial office, contrary to MCJC Canon 7;
- x. Conduct involving dishonesty, fraud, deceit, misrepresentation, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer, in violation of MRPC 8.4(b);
- y. A pattern of misconduct in violation of the Code of Judicial Conduct.

ANSWER:

Answering this paragraph including subparagraphs (a) through (y), Judge Korschuh denies the allegations contained therein for the reason same are not true.

Respectfully Submitted.

COLLINS EINHORN FARRELL

/s/ Donald D. Campbell

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Dated: April 2, 2019