

THE STATE OF IDAHO,)
Plaintiff,)
)
v.)
)
JOHN THOMAS BUJAK,)
Defendant.)
_____)
)
STATE OF IDAHO)
)
County of _____) :ss

Case No. _____

UNIFORM CITATION NO.

AFFIDAVIT OF PROBABLE CAUSE
SUPPORTING INITIAL DETERMINATION
OF PROBABLE CAUSE PURSUANT TO
I.C.R. 5(C)

There is probable cause to believe that the crimes of GRAND THEFT BY EMBEZZLEMENT, Idaho Code 18-2403(2)(b), 2407(1)(b)(1), 2408, and GRAND THEFT BY DECEPTION, Idaho Code 18-2403(2)(a), 2407(1)(b)(1), 2408, Felonies in TWO (2) COUNTS, have been committed and that the above-named defendant has committed them. The

defendant has not been arrested, and your Affiant asks that the Court determine whether probable cause exists.

1. Your affiant is an Investigations Lieutenant with the Idaho State Police-District Two in Lewiston Idaho, and holds current Idaho POST Basic, Intermediate, Advanced, Supervisor, and Management level certificates.
2. On the 4th day of October, 2010, at the request of Canyon County your affiant began an investigation into certain activities involving John Thomas Bujak, while he acted as Canyon County Prosecuting Attorney. The focus of that investigation involved Mr. Bujak's failure to pay over to Canyon County certain proceeds of a Prosecutorial Services Term Agreement into on July 6, 2009 between Canyon County and the Canyon County Prosecuting Attorney jointly referred to as the "Firm" as one party to the contract and the City of Nampa referred to as the "City" as the other party to the contract.
3. In the course of the investigation your affiant learned that John Thomas Bujak was elected as the Canyon County Prosecuting Attorney in the 2008 General election and he was sworn into office January 12, 2009. As the elected and sworn Canyon County Prosecuting Attorney Bujak was responsible by statute to give advice to the board of county commissioners, and other public officers of his county, when requested in all public matters arising in the conduct of the public business entrusted to the care of such officers. Essentially, Bujak was the attorney for Canyon County.
4. On April 16, 2009 Bujak met with the Board of County Commissioners (BOCC) which consisted of David Ferdinand, Steve Rule, and Kathy Alder, to discuss submitting a bid to the City of Nampa to provide prosecution services for misdemeanor and infraction cases. In reviewing a transcript of that meeting your affiant learned that John Bujak

informed the BOCC that his philosophy was to provide a "one stop shop" for prosecution services for the City of Nampa. John Bujak also informed the BOCC "if you were to sign the resolution, it's not the same as signing the contract. If I were to be awarded the bid, the board would then have to revisit the actual contract and make a determination on whether or not it wanted to enter into the contractual arrangement." There was no discussion of profit from the contract. The BOCC subsequently unanimously approved Bujak's request, passing Canyon County Resolution #09-064 which authorized Bujak to submit a response to the City's request for proposals. Bujak submitted a proposal to the City of Nampa dated April 16, 2009. In Bujak's proposal the "FIRM" was defined as Canyon County, a political subdivision of the state of Idaho, and the Canyon County Prosecuting Attorney's Office. The amount of the Firm's proposal for provision of prosecutorial services to the City was \$598,357.88 per year. On June 1, 2009 the Nampa City Council voted to authorize the Mayor to sign a contract with the "Firm" for prosecution services in the amount of \$598,357.88 per year.

5. During the investigation your affiant learned that on July 6, 2009 a Prosecution Services Term Agreement (PSTA) was signed by John T. Bujak Canyon County Prosecutor, and the BOCC and was attested to by the Canyon County Clerk William Hurst. The PSTA was subsequently also signed by City of Nampa Mayor Tom Dale, and City of Nampa Police Chief Bill Augsburger. The PSTA defined the "FIRM" as Canyon County, and the Canyon County Prosecuting Attorneys Office, and it defined the "CITY" as City of Nampa, Office of the Mayor. Under the terms of the agreement the "Firm" agreed to pay and provide "All costs relating to the recruitment, hiring, and remuneration of staff, including benefits and if outlined costs provide discovery to defendants and their counsel, office supplies, copiers (including repairs), overhead, training, association

memberships, insurance, Idaho State Bar licensing, profit and any and all other costs related to the operations of the office..." The "CITY" agreed to pay into the Canyon County Auditor the amount of \$598,357.88 per year in monthly increments of \$49,863.88 in consideration for the FIRM's performance of prosecutorial services as contemplated by the agreement. The initial term of the agreement commenced on July 6, 2009 and ran through September 30, 2009. During interviews your affiant conducted during the investigation, the BOCC stated they were led to believe by Bujak that neither John Bujak nor Tim Fleming, Bujak's Chief of Staff could profit from the Nampa contract.

6. In reviewing a transcript of a July 6, 2009 meeting of the BOCC your affiant learned that Bujak represented to the BOCC that, though he was still crunching the numbers, the PSTA would be returning to the county coffers between \$300,000 and \$350,000, after covering actual expenses for handling Nampa's cases which would be a good boost economically for Canyon County.
7. In reviewing a transcript of a July 13, 2009 meeting of the BOCC your affiant learned that Bujak informed the BOCC that in addition to paying for salary increases for his staff he would be able to return to the county \$108,000 out of the \$150,000 that was to be paid under the PSTA for July, August, and September of 2009. Bujak provided the BOCC with a handout that represented that the county would receive \$108,000.00 of revenue from the PSTA after the proposed salary increases were paid. A copy of the handout Bujak provided to the BOCC is marked Exhibit A and attached to this affidavit and is incorporated herein by this reference.
8. In reviewing a transcript of a July 20, 2009 meeting of the BOCC your affiant learned that Bujak addressed the BOCC and other attending Canyon County agency heads concerning proposed salary increases for all of the members of his staff as a result of the

additional workload they had taken on under the Nampa contract and when he encountered resistance from other county officials to the increases he stated there were two different avenues he could have taken in pursuing the PSTA. He could have bid on it personally as John Bujak, Nampa City Prosecutor, and spent all \$600,000 to open up shop over there including potentially bumping his own salary in the process. He stated that he had decided not to go down that road. He asked the BOCC to approve the salary increases and to let all the money come through the County budget process. According to Bujak the result of this was that he wasn't getting a salary bump.

9. In reviewing a transcript of an August 5, 2009 meeting of the BOCC your affiant learned that John Bujak addressed the BOCC concerning the salary increases he had requested for the staff in the prosecutor's office. Bujak informed the BOCC that in most other jurisdictions the money does not come to the county; it's paid directly to the elected prosecutor who decides how to spend it. Bujak stated that if the BOCC did not want to approve the salary adjustments it could tell him to manage the money and he would issue separate paychecks to his staff. Bujak stated at that time that the Prosecutors Office would turn over to the county at least \$300,000, with one-third of that amount coming from first three months of the Nampa contract and over the course of every year they have the contract there would be \$400,000 in unanticipated revenue to the county. Also at the meeting Bujak presented the BOCC with a Fact Sheet outlining the rationale behind and benefits of the PSTA. A copy of the Fact Sheet Bujak provided to the BOCC is marked Exhibit B and attached to this affidavit and is incorporated herein by this reference.
10. In a review of the Canyon County records your affiant determined that on August 19, 2009 the BOCC signed resolution #09-177 adjusting the Prosecuting Attorney's budget

by \$150,000 to account for the unanticipated revenue from the PSTA with Nampa that had not been anticipated at the time the FY09 budget had been set.

11. In a review of the BOCC correspondence records your affiant found that on September 1, 2009 a letter was received and stamped by the BOCC Re: Nampa Prosecution Contract. The letter was dated September 2, 2009 and was from John T. Bujak addressed to the Board of Canyon County Commissioners sent via Inter-Departmental Mail. In the letter John Bujak stated that because of some confusion regarding the disposition of the Nampa funds, he was obligated to manage the funds from a specific trust account that Bujak would administer, and for which he would assume personal liability in order to be more directly accountable to the City of Nampa for monies paid pursuant to the contract. In the letter Bujak went on to rescind his agreement for the funds to be held by the County and requested the return of previously submitted Nampa City funds. (Unknown to Bujak at this time, no payments had been received from Nampa because of an apparent confusion in the County Clerk's Office regarding whether monthly invoices were required in addition to the PSTA.) Bujak further stated that from that point forward, all payments made by Nampa pursuant to the contract would be held in a specific trust account operated solely for purposes related to the Nampa prosecution contract. Bujak asserted that he believed it was crucial for the funds to pass through this special trust account, which would be monitored by an independent bookkeeper and would require his approval, as Nampa's independent contractor and a sworn County official, before distribution. Upon receipt of appropriate invoices, Bujak stated he would tender payment to the County out of the trust account for the use of County materials and to cover the cost of his staff's Nampa related pay and benefits. During a later interview your affiant conducted with John

Bujak, this specific trust account was identified as Bujak's lawyers trust account established under the Idaho State Bar Assn. IOLTA program, maintained for the purpose of holding client funds pursuant to Idaho State Bar Association rules and restrictions and held at the Bank of the Cascades. Bujak stated that he had used this account in his private practice prior to his election as Canyon County Prosecutor. In reviewing the records of Bujak's private lawyer's trust account that were provided to your affiant by Bujak in the course of the investigation, your affiant found that Bujak was the only person with authority to make withdrawals from the account.

12. In reviewing email correspondence between Bujak and Canyon County Controller Chris Harris provided to your affiant by representatives of Canyon County your affiant learned that on September 2, 2009 John Bujak was informed for the first time that the City of Nampa had not paid for prosecution services under the PSTA for July, August, or September 2009. In the course of the email correspondence, Chris Harris informed Bujak that Jo Bolen, an outside auditor for Canyon County, had suggested that the county should set up a trust account for the Nampa contract money and the county trust fund could be billed in a similar fashion to billing Bujak's private trust account. That way there would be no question as to the accounting for the public money from Nampa. Bujak replied, in an email message, stating, "I do not think that a county trust account is a good idea. In this instance, the issue is: Nampa's perception that the county is controlling city money. If the trust account is a county trust account, it still looks like the county is controlling city funds. I believe that in the eyes of the city, a trust account that I manage and for which I am directly responsible and liable makes me more directly accountable to the city for proper management of the city funds and destroys any perception that the funds are being controlled by the county for purposes

other than Nampa city prosecution. The county really does not have a fiduciary relationship with Nampa city vis-à-vis the Nampa contract; I do." During an interview your affiant conducted during the investigation, Tom Dale, Mayor of Nampa stated that in early September of 2009 he was unaware of any concern on the part of officials of the City of Nampa regarding Canyon County's use of the money paid by Nampa under the PSTA, and that the City was pleased with the services they were receiving under the PSTA. In reviewing the records of the City of Nampa provided to your affiant by City employees in the course of the investigation your affiant learned that on September 2, 2009 John Bujak authored Invoice #1001. The invoice was printed on Canyon County Prosecutor letterhead and listed 1115 Albany St., Caldwell, Idaho (Canyon County Courthouse address). The invoice billed the City of Nampa for prosecution services for July, August and September 2009. In reviewing the records of the City of Nampa provided to your affiant by City employees in the course of the investigation your affiant learned that on September 3, 2009 John Bujak completed an IRS form W-9 and filed it with the City of Nampa.

13. In reviewing email correspondence between Bujak and Canyon County Commissioner David Ferdinand provided to your affiant by representatives of Canyon County your affiant learned that on September 3, 2009 John Bujak stated in an email message to David Ferdinand that Nampa City Finance Director Vikki Chandler wanted confirmation that payment was in fact to be made to John Bujak as the Canyon County Prosecutor for services under the Nampa contract. Bujak further stated he would manage those monies in a trust account and pay the County monthly for expenses related to running the Nampa prosecutor's office. Bujak informed Ferdinand that the check for prosecution services for July, August, and September was ready, and that

Ferdinand just needed to email Chandler with his approval before the check would be issued to Bujak. Ferdinand subsequently approved the disbursement of funds to John Bujak, also sending his approval email to Vikki Chandler, Commissioner Kathy Alder, and BOCC Deputy Clerk Monica Reeves. On September 4, 2009 the City of Nampa issued a check payable to John Bujak, Canyon County Prosecuting Attorney in the amount of \$145,056.44.

14. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that the City of Nampa check to John Bujak Canyon County Prosecutor for \$145,056.44 dated September 4, 2009 was deposited in the Bujak trust account on September 4, 2009 and that on the same date Bujak withdrew the amount of \$10,000.00 of the proceeds of the PSTA and deposited it in his personal business account.
15. In reviewing email correspondence between Bujak and Canyon County Assistant Controller Zach Wagoner provided to your affiant by representatives of Canyon County your affiant learned that on September 4, 2009 Wagoner sent Bujak an email in which he stated that he was working on a way to bill Bujak's trust account relating to the Nampa Contract. In response Bujak stated "Your suggestion seems contrary to what the Commissioners told me they wanted to do and will cost the County hundreds of thousands of dollars in revenue..."
16. In reviewing the minutes and a recording of the Nampa City Council meeting on September 8, 2009 your affiant learned that John Bujak attended the City of Nampa regular council meeting on that date. The minutes and recording establish that during the meeting Bujak asked for approval of an amendment to the PSTA. Bujak explained to the council that the contract terms remained unchanged except to whom the check is

made payable. Under the amendment it would be paid to John T. Bujak, Canyon County Prosecutor. Bujak explained that this way he could keep a better accounting of the funds and how they are expended for Nampa City Prosecution and ultimately be more accountable to the City of Nampa. The Nampa City Council agreed to authorize the Mayor to sign the amendment to the Prosecution Service Term Agreement as presented by Bujak. In your affiant's review of the recording your affiant found no disclosure by Bujak to the City of the fact that on September 4, 2009 he had transferred \$10,000.00 of the PSTA contract proceeds from trust into his personal account. In further review of the City and County records your affiant learned that only Nampa Mayor Tom Dale and John T. Bujak signed an "Amendment to Prosecution Services Term Agreement" dated September 8, 2009. The Commissioners of Canyon County stated that they were not requested or given an opportunity by Bujak to review or sign the amendment. Mayor Dale stated in an interview that after the amendment was signed it was still his understanding that Bujak would not be profiting personally from the PSTA.

17. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on September 21, 2009 Bujak withdrew from trust the amount of \$20,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account.
18. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on October 2, 2009 Bujak purchased a cashier's check from the Bank of the Cascades in the amount of \$2,762.50. In an interview with Bujak during the

investigation he stated that the check was issued to Canyon County Deputy Prosecutor Kimberlee Bratcher to equalize a shortfall in her pay subsequent to her promotion to unit chief although she did not work at the Nampa prosecution annex. Bujak and Bratcher calculated she hadn't received the proper salary for 58 days, from June 17, 2009 through September 7, 2009 and the amount needed to properly compensate her was \$3683.33. Bujak estimated 2009 withholding taxes to arrive at \$2762.50. (Your affiant also found that on February 9, 2010 Bujak purchased a cashier's check from the Bank of the Cascades in the amount of \$920.83 which he issued to Bratcher to reimburse her for the withholding from the October 2, 2009 check.) In an interview with Kimberlee Bratcher your affiant conducted in the course of the investigation Bratcher acknowledged that she did receive the first check in October for \$2762.50 and the second check in February for \$920.83 (which totaled \$3683.33) from Bujak.

19. In reviewing a transcript of an October 6, 2009 meeting of the BOCC your affiant learned that Bujak met with the BOCC to discuss Resolution #09-211 relating to the amendment Bujak and Nampa had signed to the PSTA. The BOCC unanimously passed and signed Resolution #09-211 (the language of which was approved by Bujak on October 1, 2009) which was prepared for the BOCC by Deputy Canyon County Prosecuting Attorney Sam Laugheed. The Resolution consists of three pages, and contains several statements pertaining to the Nampa contract monies including the following: "WHEREAS, Mr. Bujak agreed with each and every of his County staff, save himself and his Chief of Staff, in writing, to provide them a salary "bump" wholly dependent upon the City of Nampa's payment under the prosecution contract, commensurate with a number of factors including the scope of the increased demands upon their professional lives, their years of service, cumulative salary, and other factors;

and WHEREAS, Mr. Bujak agreed with this Board to reimburse, by generous annual estimate, the County for its expenditure of those minimal resources devoted to his commingled provision of prosecution services to both City and County so that a zero sum equation would necessarily result; (payment under contract)-(salary adjustments + reimbursement to County) = 0.00; and WHEREAS, despite the plain and simple agreement between Mr. Bujak, the City, and County, and the spirit of public service and cooperation behind it, there arose certain extra-legal issues that were framed so as to suggest that this mutually beneficial, legal, cooperative agreement could function to compromise the independence and integrity of either the City or County or both, and that the agreement and distribution of resources under it might be otherwise improper or unfair; and WHEREAS Mr. Bujak, who could himself realize no financial advantage from his provision of prosecutorial service to the City, advised this Board that the above-described extra-legal issues threatened the continued existence of this mutually beneficial, legal, cooperative joint City-County arrangement; and WHEREAS, Mr. Bujak and the City of Nampa executed an Amendment to the Prosecution Services Term Agreement on September 8, 2009 to provide that the City's payment under the contract would be paid directly to the City Prosecuting Attorney; and WHEREAS, Mr. Bujak and this Board agreed that the County would invoice Mr. Bujak for the salary adjustments and benefits for his staff, as well as to cover the expenditure of any county resources used in furtherance of the City's prosecution needs."

20. In your affiant's review of the transcript of the October 6, 2009 meeting of the BOCC and of Resolution #09-211 your affiant found no disclosure by Bujak of the fact that on September 4, 2009 he had transferred \$10,000.00 of the PSTA contract proceeds from trust into his private account nor that on September 21, 2009 he had transferred

\$20,000.00 of the PSTA contract proceeds from trust into his private account. During interviews your affiant conducted during the investigation, the members of the BOCC each stated that even though the contract was amended as to who was to receive the checks they still understood that neither John Bujak nor Tim Fleming, his Chief of Staff, could profit from the Nampa contract. All of the statements made by Bujak in the previous budget discussions indicated to them that all of the proceeds from the Nampa contract were to be disbursed to Canyon County, after any expenses were deducted. BOCC Resolution 09-211 clearly stated that John Bujak wouldn't profit under the contract and all the proceeds paid by Nampa were to be transferred by Bujak to Canyon County from Bujak's trust account. The members of the BOCC each stated that they were previously unaware Bujak had amended the contract with the City of Nampa. Their first knowledge of the amendment was during the BOCC meeting of October 6, 2009.

21. In reviewing the records provided to your affiant by the representatives of the City of Nampa your affiant learned that on October 20, 2009 John Bujak sent a draft "Second Amendment to Prosecution Services Term Agreement" to Nampa Police Chief Bill Augsburger, Mayor Tom Dale, and City Attorney Terrence R. White. The purpose of the second amendment was to extend the term of the PSTA through September 30, 2010. In reviewing the minutes and a recording of the Nampa City Council meeting on November 2, 2009 your affiant learned that the Nampa City Council agreed to authorize Mayor Tom Dale to sign the "Second Amendment to Prosecution Services Term Agreement" as submitted. Mayor Tom Dale and John Bujak subsequently signed the Second Amendment to Prosecution Services Term Agreement which purported to amend the term of the PSTA to include the 2010 fiscal year, to wit: October 1, 2009,

through September 30, 2010. All other terms and conditions were to remain in full force and effect. The BOCC stated that they were not requested or given any opportunity by Bujak to sign the Second Amendment to Prosecution Services Agreement.

22. In reviewing the records of Bujak's private lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on October 20, 2009 Bujak withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account. Your affiant also found that on October 28, 2009 Bujak again withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account.
23. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on November 17, 2009 Bujak withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account. Your affiant also found that on November 24, 2009 Bujak again withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account.
24. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on December 15, 2009 Bujak deposited a check from the City of Nampa in the amount of \$99,726.30 into the account and then withdrew from trust on the same date the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account. Your affiant also found that on December

24, 2009 Bujak again withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account.

25. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on January 8, 2010 Bujak withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account. Your affiant also found that on January 21, 2009 Bujak again withdrew from trust the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account.
26. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on February 3, 2010 Bujak deposited a check from the City of Nampa in the amount of \$49,863.15 into the account and then withdrew from trust on February 8, 2010 the amount of \$10,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account. Your affiant also found that on February 18, 2010 Bujak withdrew from trust the amount of \$20,000.00 of the proceeds of the PSTA contract and deposited it in his personal business account.
27. In reviewing records of public records requests and responses thereto which were provided to your affiant by representatives of Canyon County your affiant learned that on February 11, 2010 Paul Alldredge filed a public records request in Canyon County requesting records of payments and contracts pertaining to the Nampa contract. On February 12, 2010 a letter signed by Bujak was sent in response to Paul Alldredge with a list of provided records. On February 24, 2010 Deputy Canyon County Prosecuting Attorney Sam Laugheed forwarded a draft response letter to Bujak for review. The

letter appears to be in response to an additional email inquiry by Paul Alldredge as a result of his dissatisfaction with the response to his public records request from February 11, 2010. Bujak approved the letter that Deputy Canyon County Prosecuting Attorney Sam Laugheed had prepared for dissemination, stating the explanation in the letter was accurate. Bujak further directed Laugheed to send the letter, and stated that he would be happy to meet with Paul Alldredge if he had further questions. On February 25, 2010 Deputy Canyon County Prosecuting Attorney Sam Laugheed signed the response letter. The letter to Paul Alldredge stated in part that the City of Nampa paid Bujak for prosecution services, and the Nampa payments were deposited into a non Canyon County account. The letter further stated that the account was then drawn upon to pay for office supplies and other "overhead" items at the CCPA Nampa annex. The letter further represented that after paying expenses and salary bumps, "Mr. Bujak essentially donates the remaining balance to the County for deposit in its general fund." It also stated that "A description of this arrangement in the form of a mathematical equation would be: (Nampa payments)-(CCPA salary bumps + Nampa annex overhead expenses) = (Amount to general fund)." In regards to payments to Canyon County personnel, the letter stated, "The deputy prosecuting attorneys and staff who make the service possible receive a better salary (note that neither Mr. Bujak nor his Chief of Staff accepted any salary increase), and the County sees its expenses covered as well." The letter made no mention of the transfers of trust account funds by Bujak to his personal business account as outlined above.

28. In reviewing the records of Bujak's private lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on both March 5, 2010 and March 25, 2010 Bujak deposited

checks from the City of Nampa for prosecutorial services under the PSTA in the amount of \$49,863.15 each into the account and then on March 15, 19, and 22, 2010 Bujak withdrew from trust the amounts of \$5,000.00 each day from the proceeds of the PSTA contract and deposited them in his personal business account. Your affiant also found that on March 25, 2010 Bujak purchased a cashier's check from the Bank of the Cascades in the amount of \$10,000.00. When your affiant questioned Bujak about that check in the course of the investigation he advised me that he had given that check for \$10,000.00 to his Chief of Staff, Tim Fleming. In an interview with Tim Fleming your affiant conducted in the course of the investigation Fleming acknowledged that he did receive the check in March 2010 for \$10,000.00 from Bujak and had used it for personal purposes and saw nothing wrong with it.

29. In reviewing records of public records requests and responses thereto which were provided to your affiant by representatives of Canyon County your affiant learned that on March 5, 2010 Bob Henry filed a public records request in Canyon County requesting records of payments and contracts pertaining to the Nampa contract. On March 15, 2010 Deputy Canyon County Prosecuting Attorney Sam Laugheed sent a response letter to Bob Henry. The response letter included the following statements; "Per the competitively bid contract between Mr. Bujak and the City of Nampa, periodic payments are tendered from the City to Mr. Bujak in consideration of his provision of prosecutorial service. Those payments are deposited in a non-County account, which is then drawn upon to pay for office supplies and other "overhead" items at the CCPA Nampa annex. After those payments, along with the Prosecutor's Office salary adjustments that are funded by the contract, are subtracted, Mr. Bujak essentially donates the remaining balance to the County for deposit in its general fund. A

description of this arrangement in the form of a mathematical equation would be: (Nampa payments)-(CCPA salary bumps + Nampa annex overhead expenses) = (Amount to general fund). The deputy prosecuting attorneys and staff who make the service possible receive a better salary (note that neither Mr. Bujak nor his Chief of Staff accepted any salary increase), and the County sees its expenses covered as well." The letter made no mention of the transfers of trust account funds by Bujak to his personal business account as outlined above. During an interview your affiant conducted during the investigation, John Bujak stated he believed he had reviewed and approved Sam Laugheed's responses to the Alldredge and Henry public records requests. Bujak further stated his recollection was the responses were accurate, and it certainly would have been his normal practice to review those outgoing responses. In an interview with Deputy Canyon County Prosecuting Attorney Sam Laugheed during the course of the investigation he stated Bujak had approved of the language of his response to Bob Henry before it was sent and that at the time he prepared the Alldredge response and the Henry response he had no knowledge of the fact that contrary to the representations made in the two responses to public records requests, Bujak had deposited a significant portion of the proceeds of the PSTA into his personal accounts.

30. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on April 28, 2010 Bujak deposited a check from the City of Nampa for prosecution services under the PSTA in the amount of \$49,863.15 into the account and that he withdrew the following amounts from trust for deposit in his personal business account: April 6, 2010 - \$1000.00; April 14, 2010 - \$10,000.00; April 19, 2010 - \$5,000.00; and, April 21, 2010 - \$5,000.00.

31. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on May 27, 2010, Bujak deposited a check from the City of Nampa for prosecution services under the PSTA in the amount of \$49,863.15 into the account and that he withdrew the following amounts from trust for deposit in his personal business account: May 3, 2010 - \$5000.00; May 6, 2010 - \$10,000.00; May 12, 2010 - \$20,000.00; and, May 13, 2010 - \$5,000.00.
32. In reviewing the records that were provided to your affiant by representatives of Canyon County in the course of this investigation your affiant learned that on May 21, 2010 Bob Henry filed a lawsuit against John Bujak, Canyon County, and the Canyon County Prosecutors Office seeking production of the bank records of the account to which the Nampa contract payments under the PSTA had been deposited. In response Bujak refused to produce the records based on his position that the bank account was personal and not subject to the Public Records Act.
33. In reviewing the records of Canyon County that were provided to your affiant during the course of the investigation your affiant learned that on June 2, 2010 Deputy Canyon County Prosecuting Attorney Ty Ketlinski sent a letter to Canyon County Commissioners David J. Ferdinand II, Steven Rule, and Kathy Alder. The letter was an outline of the facts surrounding the pending litigation filed by Bob Henry seeking records pertaining to Bujak's administration of the Nampa contract. The letter was prepared to be shared with outside legal counsel if the BOCC chose to not be represented by the CCPA in the case. The letter contained the following statements; "Much of the public misperception regarding this matter comes from this little known fact that Bujak must reimburse the County before the end of the year. Much of the

public anxiety results from the belief that Bujak is using County employees to do Nampa's work, and is simply pocketing hundreds of thousands of dollars from Canyon County taxpayers. The reality is that Bujak will be paying the County for all of the County's resources and also funding other projects of mutual benefit to the City, County, and the pursuit of justice in this community - such as sending deputy prosecuting attorneys to professional training and conferences. However, since the revenue from the PST Agreement is deposited into Bujak's personal account, any surplus after paying the County for its resources, and paying other expenses related to the PST Agreement (such as office supplies and rent at the Family Justice Center) technically becomes Bujak's sole property. This amount, if any, will hardly be the hundreds of thousands of dollars currently being jostled in the public perception. By implication, Henry is seeking to find out what happened to approximately \$200,000 of unaccounted for funds from the Nampa contract. Implicitly, the allegation is that Bujak personally profited \$200,000 under the contract and that the Board of County Commissioners has failed to appropriately monitor the arrangement. This, as set forth above, is simply not true." In interviews with the member of the BOCC your affiant learned that this was the first time the Board of County Commissioners was told that Bujak might realize any personal profit and directly contrary to his prior representations, and the Board of County Commissioners' understanding, that he was not to receive any pecuniary benefit. The letter also contained no disclosure of the fact that as of the date of the letter Bujak had already transferred the total sum of \$216,000.00 from the trust account to his personal business account. In my interview with Canyon County Deputy Prosecuting Attorney Ty Ketlinski he stated that at the

time he wrote the letter referenced above he had no knowledge of the fact that Bujak had deposited significant amounts of the PSTA proceeds into his personal account.

34. In reviewing the records of Bujak's lawyer's trust account at the Bank of the Cascades that were provided to your affiant by Bujak in the course of the investigation, your affiant found that on June 24, 2010, Bujak deposited a check from the City of Nampa for prosecution services under the PSTA in the amount of \$49,863.15 into the account and that he withdrew the following amounts from trust for deposit in his personal business account: June 2, 2010 - \$10,000.00; and June 3, 2010 - \$10,000.00.
35. On June 10, 2010 in an Idaho Press Tribune article Bujak was attributed as stating that the next year he would ask the county to bill him every month for the prosecution services overhead instead of waiting until the end of the year. He was quoted stating "That way there's no illusion that I'm keeping hundreds of thousands of dollars that I'm somehow using for myself".
36. In the course of my investigation your affiant found that as part of the Bob Henry litigation on June 10, 2010 Nampa City Mayor Tom Dale signed a sworn affidavit that stated in part "To my knowledge, the City of Nampa has never entered into a contract with John T. Bujak, as an individual." "I signed the First Amendment at the request of Mr. Bujak. I did not request the changes reflected in the First Amendment. To the best of my knowledge, the Nampa City Council did not request the changes reflected in the First Amendment." In my interviews with him, Mayor Dale confirmed the accuracy of these statements.
37. In reviewing a transcript of a June 14, 2010 meeting of the BOCC your affiant learned that Bujak met with the BOCC to discuss the fiscal year 2011 preliminary budget for his office. During the preliminary budget hearing with the BOCC, John Bujak stated that

"Other things, again, I just wanted to talk on. And again, I know that the board understands this but for the benefit of people listening, I think everyone understands that the total amount of the money paid to me by Nampa isn't going to equal the total amount that's paid to the County. There are individual expenses for the contract plus, you know, I basically have two obligations under the contract. One, I have to provide Nampa with the prosecution services and the quality of prosecution that they expect and deserve under the contract. And on the other side of the coin, I have to absolutely make sure the County is completely compensated for any County resources that are used and once I do those two things, any money that's left from the contract is mine to do with as I please. And again, I know the board understands that but I think there's been a general misconception in the community that that's the case. People believe that, you know, in no way am I allowed to profit from this contract. That simply isn't true. I'm just not allowed a guaranteed benefit in the form of a salary increase and neither is my number one." As with the statements in Ketlinski's June 2, 2010, letter, these statements were directly contrary to Bujak's representations that he would receive no personal profit. In your affiant's review of the transcript of that meeting your affiant did not find any disclosure by Bujak of the \$236,000.00 that he had by that date transferred from the trust account to his personal business account.

38. In reviewing the records of Canyon County that were provided to your affiant during the course of the investigation your affiant learned that on September 30, 2010, John Bujak submitted a letter of resignation to the BOCC, effective immediately.
39. In the course of the investigation your affiant did not find any disclosure by Bujak prior to June 14, 2010 that he was actually profiting from the contract. Attached to this affidavit marked as Exhibit C and incorporated herein by reference, is a summary that

your affiant has prepared from the records obtained in this investigation of: (1) the deposits to the Bujak trust account from the proceeds of the PSAT; (2) the expenditures from the trust account for prosecutor's office staff salary increases; (3) the amount of other Nampa prosecution expenses paid from the trust account; and, (4) the deposits from trust to Bujak's personal accounts. In your affiants review of the records regarding Bujak's personal business account which Bujak provided to your affiant in the course of the investigation your affiant determined that the expenditures Bujak made from the from the account were almost entirely for personal non-business expenses and your affiant could not find any expenses paid from that account that appeared to be related to the Nampa contract.

40. During interviews, the BOCC, Nampa City Mayor Tom Dale, and Deputy Prosecuting Attorney Sam Laugheed all stated that until June 2010 they understood that John Bujak was not allowed to profit from the PSTA and that he wasn't realizing any profit. They also each stated that they did not learn of the amounts that Bujak had deposited from the trust account to his personal account until several weeks after Bujak had resigned. During an interview your affiant conducted with Bujak, at one point Bujak stated anytime he spoke publicly, he told people he was profiting. He believed everyone knew he was profiting. Then at another point in the same interview, Bujak disclosed that he kept the fact that he was profiting "pretty close to the vest" because he didn't want it out there that he was making a bunch of money from the contract. He didn't believe the city needed to know because the city would then want to pay less on the contract.
41. In the course of the investigation your affiant could not locate an independent bookkeeper that had access to or monitored Bujak's trust account. Additionally, during an interview with Bujak, Bujak informed your affiant that he was responsible for the

lawyers trust account, and the bulk of expenses paid for Nampa were directly paid out of the trust account. Bujak also disclosed that after he received the first check from Nampa, dated September 4, 2009, he had issued himself funds from the trust account as his profit. Near the end of the interview Bujak stated he viewed the criminal liability issue as simple as deciding whether or not the money he took was his to take. He said the issue wasn't whether or not he took the money, he did take the money.

42. In support of the request for an arrest warrant in this matter your affiant proffers the following information to the court: In the course of the investigation, your affiant learned that upon his resignation Bujak commented to Deputy Canyon County Prosecuting Attorney Sam Laugheed that "I have thought about taking a bullet twice in my life. This is one of those times." Your affiant also learned that in November 2010 John Bujak filed for bankruptcy protection in Federal court, and around June 2011 became involved in divorce proceedings from his wife, Pepper Bujak. Those proceedings are continuing. Your affiant has also learned during this investigation that in July 2011 an investigation was conducted by the Boise Police Department surrounding allegations that John Bujak had or would cause harm to Pepper Bujak. The investigation could not corroborate the allegations and no charges were filed. Your affiant also has learned that several complaints against John Bujak alleging various acts of misconduct have been filed with the Idaho State Bar Association and the Bar has filed formal proceedings against Bujak which are still pending. Your affiant also learned during the investigation that John Bujak had travelled extensively throughout the United States, and currently has plans to travel outside the continental US to Mexico in early 2012. Based on these facts, the nature of the case, and in the interest of the safety of Bujak and others, and to ensure his appearance before the court in this matter, your

affiant requests that a warrant issue for the arrest of John Bujak for the crimes of Count I GRAND THEFT BY EMBEZZLEMENT, Felony, I.C. 18-2403(2)(b), 18-2407(1)(b)(1); and Count II GRAND THEFT BY DECEPTION, Felony, I.C. 18-2403(2)(a), 18-2407(1)(b)(1).

Affiant/Police Officer

SUBSCRIBED and SWORN to before me this _____ day of December, 2011.

NOTARY PUBLIC OR CLERK OF COURT
for the State of Idaho.

Residing in _____, my
commission expires _____.

**Canyon County Prosecutor's Office
Nampa Annex
Summary to Date July 13th 2009**

10:00

Vision: To provide expanded coverage and services to the community, victims of crime and law enforcement while absorbing 30-50% more cases, without hiring more full time employees than is necessary.

Revenue to Canyon County: Canyon County will realize approximately \$50,000 per month for the Canyon County Prosecutor's Office to cover these additional cases, starting this month.

Increased Staffing Plans With Nampa Revenue Beyond Salary Adjustments: At this point, all current and future hires (Jeff Dearing, Reagan Jameson and Will Fletcher will assume current or anticipated vacant PCN positions.) We anticipate hiring up to four new attorneys, over the course of the next 6-9 months, one of which would be for the civil division. We have no plans at this time to hire any additional support staff, although with our combined budget approach, we will have the flexibility to increase staff if needed.

Current Personnel Assigned to Nampa Annex at Family Justice Center:

Bryan Taylor – Supervising Unit Chief*

Matt Bever-Deputy Prosecutor

Eric Thomson-Deputy Prosecutor

David Eames-Deputy Prosecutor

Brenda Franklin-Executive Secretary

Danielle Burgess-Executive Secretary

Jaime Luna-Executive Secretary

Karen Cornwall-Executive Secretary

Denise Himes-Victim Witness Coordinator Director*

* Denotes Temporary Assignment

Employee Compensation: With the reorganization in the office, cross training and increased responsibilities assigned to all employees, we believe that we can accomplish this objective by adjusting employee salaries using the revenue generated by this contract without using any taxpayer monies from the Canyon County Budget. The Elected Prosecutor and Chief of Staff's salary are not being increased.

Requested Deputy Prosecutor's Salary Adjustment:

(Annual \$120,338) (Pay Period \$4628.00)

Requested Legal Secretary's Salary Adjustment:

(Annual \$89,835) (Pay Period \$3455.00)

Total 2009 Budget Impact: \$32,332 + \$9700 in benefits based upon 30% = \$42,032.

This is based upon commencement August 10th 2009 with four (4) total pay periods remaining in current budget year

**Net realization of unanticipated revenue to Canyon County for 2009
Budget Year is approximately \$108,000.**

EXHIBIT

A

350,000

FACT SHEET
Canyon County Prosecutor's Office Personnel Adjustment
Request(s)
August 5, 2009

HISTORY

- 1) When John was campaigning for the position of Canyon County Prosecutor, he promised a better office; more efficient, more productive and more transparency.
- 2) John won the election against a 16 year incumbent in a landslide.
- 3) Commissioners unanimously authorized the Prosecutor to pursue the Nampa Municipal Criminal Contract on April 16th 2009.
- 4) John Bujak was selected by the Nampa City Council in June 2009 to provide these services for the next two years.
- 5) In his commitment to transparency, John has been very open with his plans for this revenue, beginning in April with the Commissioners unanimous support. Moreover, in three separate public meetings (July 13th, July 20th and July 21st) this was discussed.

PROSECUTOR DISCRETION

- 6) As the newly elected Prosecutor, he has an obligation to the tax payers of Canyon County to evaluate, modify and improve the office of the Prosecuting Attorney.
- 7) As with any elected official, it is John's prerogative to evaluate his employees and determine if their compensation is appropriate. He, nor any elected official, should be shackled by their predecessor's policies, agendas or decisions.
- 8) Since taking office, John has reorganized the staffing responsibilities, eliminated and/or consolidated positions, required cross training in all areas, delayed filing vacant positions, and in short, is doing more with less, better than has ever been done before.
- 9) As an independently elected official, he should be able to compensate his employees appropriately and within the allocated budget as he sees fit, within the employee classification guidelines set by the Commissioners and Human Resources.

FISCAL CONSERVATIVE

- 10) In answering the call of the Commissioners to hold back money and cut spending, coupled now with the Nampa revenue, John anticipates a \$300,000 budget surplus at the end of this fiscal year (September 30, 2009).
- 11) No proposed salary adjustment exceeds those guidelines.
- 12) All proposed salary adjustments are specifically tied to the revenue under his contract from the City of Nampa.
- 13) All employees have signed acknowledgements that if the corresponding revenue ceases, their respective salary would be downwardly adjusted as well.

TAX PAYER BENEFIT

- 14) Philosophically, John believes in less government; a more efficient government.
- 15) As an elected official, he takes seriously his obligation to the tax payers to be stewards of their money, and whenever possible, cut expenses.
- 16) Over the next 2 years, the City of Nampa and tax payers will realize a \$400,000 savings by having John's office handle this contract.
- 17) Canyon County will likewise benefit to the extent that with delayed hiring decisions and reduced expenses, significant budget surpluses in the Prosecutor's office are likely.
- 18) Canyon County will realize \$100,000 in unanticipated revenue the last 3 months of this budget year, because of John receiving this contract, with the proposed salary adjustments.

LEGAL AUTHORITY & ALTERNATIVES

- 19) The alternative is that this revenue under the contract be personal to John, consistent with *Hurlbutt vs. Kootenai County*; Idaho Code §31-3113. Other Prosecutors in Idaho take that approach, such as Valley County, who allow the revenue from the municipal contracts of Cascade and McCall to go personally to the elected prosecutor.
- 20) John and his office is acutely tied to the success of this contract and therefore its revenue. Therefore, County employees who are not impacted by this contract should not benefit from its revenue.
- 21) No other County Office, Department or Elected Official is permitted under the Idaho Code to contract in this manner.

Bujak Probable Cause Affidavit Exhibit C 1				Deposits - Proceeds from Nampa PSAT	
Date	Source	Description	Amount		
09/04/09	CITY OF NAMPA	CITY CHK 090008331 TO JOHN BUJACK, CANYON CTY PROS	\$145,056.44		
12/15/09	CITY OF NAMPA	CITY CHK #100001298 TO JOHN BUJACK, CANYON CTY PROS	\$99,726.30		
02/03/10	CITY OF NAMPA	CITY CHK # 100002247 TO JOHN BUJACK, CANYON CTY PROS	\$49,863.15		
03/05/10	CITY OF NAMPA	CITY CHECK # 100002860 TO JOHN BUJACK, CANYON CTY PROS	\$49,863.15		
03/25/10	CITY OF NAMPA	CITY CHECK# 100003380 CHECK TO CANYON CTY PROSECUTORS OFFICE	\$49,863.15		
04/28/10	CITY OF NAMPA	CITY CHK # 100004340 TO JOHN BUJACK, CANYON CTY PROS	\$49,863.15		
05/27/10	CITY OF NAMPA	CITY CHK # 100005247 TO JOHN BUJACK, CANYON CTY PROS	\$49,863.15		
06/24/10	CITY OF NAMPA	CITY CHK # 100005247 TO JOHN BUJACK, CANYON CTY PROS	\$49,863.15		
Total Deposits			\$543,961.64		

EXHIBIT "C"

Bujak Probable Cause Affidavit Exhibit C 2**Staff Salary Increases Paid**

Pay Period	Amount	Check #
8/10/09 - 8/23/09	\$9,815.32	1
8/24/09 to 9/6/09	\$9,839.87	645
9/7/09 to 9/20/09	\$9,680.23	646
9/21/09 to 9/30/09	\$7,486.73	647
10/1/09 to 10/4/09	\$1,935.42	651
10/5/09 to 10/18/09	\$9,642.92	652
10/19/09 to 11/1/09	\$9,574.64	656
11/2/09 to 11/15/09	\$9,642.95	658
11/16/09 to 11/29/09	\$9,574.81	661
11/30/09 to 12/13/09	\$9,574.87	670
12/14/09 to 12/27/09	\$9,639.91	671
12/28/09 to 1/10/10	\$9,574.85	674
1/11/2010 to 1/24/10	\$9,639.91	675
1/25/10 to 2/7/10	\$9,574.83	684
2/8/10 to 2/21/10	\$9,639.88	685
2/22/10 to 3/7/10	\$9,574.84	690
3/8/10 to 3/21/10	\$9,639.94	691
3/22/10 to 4/4/10	\$9,574.78	695
4/5/10 to 4/18/10	\$9,639.95	696
4/19/10 to 5/2/10	\$9,500.77	705
5/3/10 to 5/16/10	\$9,463.89	710
5/17/10 to 5/30/10	\$9,267.86	711

Total	\$201,499.17	
--------------	---------------------	--

Bujak Probable Cause Affidavit Exhibit C 3			Other Expenses Paid	
11/16/09	653	THE CAXTON PRINTERS	INVOICE 388448	\$69.90
11/16/09	654	TREASURE VALLEY COFFEE	INVOICE 1588	\$99.53
11/16/09	655	TREASURE VALLEY COFFEE	INVOICE 1581	\$82.57
12/24/09	662	THE CAXTON PRINTERS	INVOICE 389708	\$125.82
12/24/09	663	TREASURE VALLEY COFFEE		\$129.15
01/08/10	667	CABLE ONE		\$191.41
01/08/10	665	PRECOM		\$304.50
01/08/10	666	SKAGIT COUNTY SHERIFF		\$20.00
01/08/10	668	TREASURE VALLEY COFFEE		\$65.61
02/18/10	677	CABLE ONE		\$76.31
02/18/10	679	IDAHO SPRINGS WATER CO		\$189.66
02/18/10	681	THE CAXTON PRINTERS		\$179.01
02/18/10	680	TREASURE VALLEY COFFEE		\$254.09
03/01/10	683	FIESTA GUADALAJARA	TRAINING DINNER	\$953.19
03/10/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM# 310100047 REIMBURSE FOR	\$1,937.00
03/12/10	688	CABLE ONE	CLE/LICENSING	\$80.81
03/12/10	686	IDAHO SPRINGS WATER CO		\$71.46
03/12/10	687	TREASURE VALLEY COFFEE		\$82.58
03/25/10	DEBIT	CHECK ORDER-JHARLAND CLARKE		\$66.81
04/12/10	693	CABLE ONE	NAMPA PROSECUTOR	\$80.81
04/12/10	694	SLRMC	INVOICE 0911-522	\$25.00
04/12/10	692	THE CAXTON PRINTERS	NAMPA PROSECUTOR	\$18.17
05/17/10	698	ATHENAS GREEK GRILL		\$678.40
05/17/10	697	BON APETIT		\$89.50
05/17/10	702	CABLE ONE		\$161.62
05/17/10	703	IDAHO SPRINGS WATER CO	94854	\$116.29
05/17/10	700	SLRMC		\$25.00
05/17/10	704	TREASURE VALLEY COFFEE		\$365.28
			Subtotal Other Expenses	\$6,539.48
10/02/09	648	BANK OF THE CASCADES	Bratcher UNIT CHIEF PAY	\$2,762.50
02/09/10	676	BANK OF THE CASCADES	Bratcher UNIT CHIEF PAY	\$920.83
03/25/10	689	BANK OF THE CASCADES	Fleming Check	\$10,000.00
			Subtotal Other Salary	\$13,683.33
			Total Other Expenses	\$20,222.81

Bujak Probable Cause Affidavit Exhibit C 4			Transfers to Bujak's Personal Business Acct.		
09/04/09	642	BUJAK LAW		\$10,000.00	
09/21/09	643	BUJAK LAW		\$10,000.00	
09/21/09	644	BUJAK LAW		\$10,000.00	
10/20/09	649	BUJAK LAW	Oct-09	\$10,000.00	
10/28/09	650	BUJAK LAW		\$10,000.00	
11/17/09	657	BUJAK LAW		\$10,000.00	
11/24/09	659	BUJAK LAW		\$10,000.00	
12/15/09	660	BUJAK LAW		\$10,000.00	
12/24/09	664	BUJAK LAW		\$10,000.00	
01/08/10	669	BUJAK LAW		\$10,000.00	
01/21/10	672	BUJAK LAW		\$10,000.00	
02/08/10	673	BUJAK LAW		\$10,000.00	
02/18/10	682	BUJAK LAW		\$20,000.00	
03/15/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 315100719	\$5,000.00	
03/19/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 319100057	\$5,000.00	
03/22/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 322100588	\$5,000.00	
04/06/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM #406100245	\$1,000.00	
04/14/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 41400032	\$10,000.00	
04/19/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 419101048	\$5,000.00	
04/21/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 421100395	\$5,000.00	
05/03/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 503100759	\$5,000.00	
05/06/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 506100440	\$10,000.00	
05/12/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 512100111	\$20,000.00	
05/13/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 513100233	\$5,000.00	
			6/1/10 Subtotal	\$216,000.00	
06/02/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 602100051	\$10,000.00	
06/03/10	XFER	MOVE TO BUSINESS CHECKING	CONFIRM # 603100398	\$10,000.00	
			TOTAL	\$236,000.00	

**IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

THE STATE OF IDAHO,
Plaintiff,

v.

JOHN THOMAS BUJAK,
Defendant.

) Case No. _____
)
)

) UNIFORM CITATION NO.
)
)

) INITIAL DETERMINATION OF
) PROBABLE CAUSE
)
)
)

The undersigned Judge, having examined the Affidavit submitted by Lt. Charlie Spencer, along with the attached documents and the Complaint against the above indicated defendant for the crimes of: GRAND THEFT BY EMBEZZLEMENT, Idaho Code 18-2403(2)(b), 2407(1)(b)(1), 2408, and GRAND THEFT BY DECEPTION, Idaho Code 18-2403(2)(a), 2407(1)(b)(1), 2408, Felonies in TWO (2) COUNTS, it is hereby determined by the undersigned Judge that there is probable cause to believe that the said offenses have been committed, and that the defendant has committed them.

DATED this _____ day of December, 2011.

James C. Peart
Magistrate Judge

INITIAL DETERMINATION
OF PROBABLE CAUSE