ARREST WARRANT APPLICATION
JD-CR-64b Rev. 10-04
C.G.S. § 54-2a
Pr. Bk. Sec. 36-1, 36-2, 36-3

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.state.ct.us

FOR COURT USE ONLY
SUPPORTING AFFIDAVITS SEALED
☐ YES ☐ NO

AGENCY NAME	AGENCY NO.
Brookfield Police Department	10-11-WA

NAME AND RESIDENCE *(Town)* OF ACCUSED	COURT TO BE HELD AT *(Town)*	G.A. NO
FISHER, DOUGLAS W 07/19/1961 BROOKFIELD	DANBURY	GA3

APPLICATION FOR ARREST WARRANT

TO: A Judge of the Superior Court

The undersigned hereby applies for a warrant for the arrest of the above-named accused on the basis of the facts set forth in the: ☒ AFFIDAVIT BELOW. ☐ AFFIDAVIT(S) ATTACHED.

DATE AND SIGNATURE	DATE	SIGNED *(Prosecuting Authority)*	TYPE/PRINT NAME OF PROSECUTING AUTHORITY
	4-9-10	D. Maldell	D. Maldell

AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

THAT: I, Detective Sergeant Michael R. O'Brien, am now and have been since September 1997 a full time police officer in the Town of Brookfield, having been promoted to Sergeant in January 2004 and to Detective Sergeant in April 2009. During this time I have conducted numerous criminal and motor vehicle investigations that have led to arrests and convictions. The facts and circumstances listed herein are the results of my own investigation as well as those of other officers who have made known to me the results of their investigations.

THAT: On 10/20/09 this affiant was informed by Brookfield Police Major James Purcell (badge #102) that the union of dispatchers and other town employees had reported to him an accounting irregularity with the union's books. The union (IFPTE local 136,) represented by union president Michael Booher and vice-president Sheree Tucker, was concerned that former president Douglas W. Fisher had improperly written numerous checks to himself while president. Booher and Tucker had discovered a total of twelve questionable checks drawn on the account at People's United Bank (account #[redacted] in the name "Brookfield Federation of Municipal Employees"), written between December 2005 and January 2007, totaling $5411. There was also one questionable withdrawal ticket on 9/15/08, for the sum of $2800. The total amount of missing funds is $8211. The signature on each of the twelve checks was Douglas Fisher's, as was the endorsement on the back of each of the twelve checks. The signatures were compared to Douglas Fisher's signature on his Connecticut operator's license (obtained via blowback photo from the Connecticut Department of Motor Vehicles) and the signatures were found to be a visual match.

THAT: On 10/21/09 this affiant met with IFPTE local 136 union president Michael Booher. Booher provided copies of the questionable checks (front and back), along with various other documents related to the union's books. Booher stated the union's records were incomplete, but by going through what they had he had been able to discover a number of irregular and suspicious items. Booher said the first irregular event he noticed was an

(This is page 1 *of a* 9 *page Affidavit.)*

DATE AND SIGNATURE	DATE	SIGNED *(Affiant)*
	4/7/10	
JURAT	SUBSCRIBED AND SWORN TO BEFORE ME ON *(Date)* 4/7/10	SIGNED *(Judge/Clerk,Comm. Sup. Ct., Notary Public)*

FINDING

The foregoing Application for an arrest warrant, and affidavit(s) attached to said Application, having been submitted to and considered by the undersigned, the undersigned finds from said affidavit(s) that there is probable cause to believe that an offense has been committed and that the accused committed it and, therefore, that probable cause exists for the issuance of a warrant for the arrest of the above-named accused.

DATE AND SIGNATURE	SIGNED AT *(City or Town)*	ON *(Date)*	SIGNED *(Judge/Judge Trial Referee)*	NAME OF JUDGE/JUDGE TRIAL REFEREE
	Danbury	4-16-10		

ARREST WARRANT AFFIDAVIT
CONTINUATION PAGE

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STATE OF CONNECTICUT
SUPERIOR COURT

NAME AND RESIDENCE (Town) OF ACCUSED	COURT TO BE HELD AT (Town)	G.A. NO.
FISHER, DOUGLAS W 07/19/1961 BROOKFIELD	DANBURY	GA3

AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

over-the-counter withdrawal on 9/15/09 for $2800. The withdrawal ticket had been signed by Douglas Fisher, and a cashier's check was purchased by Fisher for $2800 on the same day, made out to "Choice Tickets" for tickets to a New York Yankees game. Booher stated there is no legitimate reason for the union president to be writing himself checks; the only exception he could think of would be a check the president wrote to reimburse himself for valid union-related expenses, and any such reimbursement checks would have to be accompanied by a receipt. Booher also stated that Stephanie Kulowiec was the union's treasurer during part of the time period in question, but that she was out of work for an extended period of time for medical reasons. During her absence Fisher took over the checking account.

THAT: On 10/29/09 this affiant spoke with Doug Fisher in the detective sergeant's office at the police department. Fisher had worked day shift (0700 - 1500 hours) that day and the meeting did not take place until after his shift. This affiant told Fisher that the union had filed a complaint with the police department about some irregularities in the union's checking account. Fisher did not seem to be surprised. it was made very clear to Fisher that he was not required to be here and was not required to make any statement. This affiant explained to Fisher that he (Fisher) was not working right now and was not being ordered or told to attend this meeting or make any statement. Fisher said he understood all that and did not mind talking with this affiant.

THAT: Fisher was told that there were a number of unusual transactions with the union's checking account at People's United Bank, starting in late November 2005. Fisher said that he didn't know about that and needed to see the individual transaction details. He was shown a number of the transaction details and he said that all of those checks that he wrote to himself or to "cash" were written to reimburse him for regular union expenses that he had paid out of his own pocket. Fisher said that he and his accountant, Anthony DiCaprio, had already (in May 2007) been through the union's books and had provided the union with receipts for all expenditures. Fisher said he would get with DiCaprio and obtain copies of all the receipts in order to clear up any confusion in this matter. Fisher was also asked about a deposit into the union's account on 3/11/08 in the amount of $3325. Fisher said that he had received a check, made out to "Douglas Fisher", from the national union, which was reimbursement to the local union for overpayment of union dues. The national union was returning the overpayment to the local union and had made out the check to Fisher personally, instead of to the local union. Fisher said he cashed the check (at the Savings Bank of Danbury, where he had a personal account) and immediately obtained a cashier's check with the money; he then deposited the cashier's check into the union's account at People's Bank. Fisher was asked why the national union had sent the check to him (and had made it out to him as "payee") and he said he didn't know. Fisher also said he conducted a number of transactions that day (3/11/08) at the Savings Bank of Danbury and that there should be additional records.

THAT: Fisher then wrote part of a statement, and when he said he was done this affiant wrote

(This is page 2 of a 9 page Affidavit.)

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REVIEWED (Prosecutorial Official)	DATE 4-9-10	REVIEWED (Judge/Judge Trial Referee)	DATE 4-16-10

ARREST WARRANT AFFIDAVIT
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AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

some questions on the second page and then wrote in his (Fisher's) answers. Fisher read over the statement carefully prior to signing in order to make sure this affiant had correctly quoted his answers. Fisher said the statement was accurate he signed the statement after reading the notice at the bottom of the page.

THAT: In the statement taken on 10/29/09, Fisher wrote that, in regards to the money shortage for the IFPTE union of approximately $8100, he had already turned in all related paperwork in May of 2007 to the current treasurer. Fisher also wrote that at no time was he involved with any wrongdoing or in the taking of money for himself from union. In his statement Fisher also repeated that the deposit he made into the union's checking account of 3/11/08 (for $3325) was from a check sent to him by the national union to reimburse Local #136 for overpayment of dues. Fisher wrote that the over-the-counter withdrawal on 9/15/08 for $2800 was not supposed to have been taken from the union's account and should have been taken from another account into which several employees had been pooling their money in order to buy tickets for a New York Yankees game. Fisher also wrote in the statement that all of the checks he wrote to himself were for reimbursement of legitimate business expenses, and that accountant Anthony DiCaprio in Danbury has all records and receipts related to those checks. After completing the sworn written statement Fisher read it over carefully and signed it. Fisher told this affiant he would obtain all the corresponding receipts for the checks he wrote as union president and would provide them by 11/10/09.

THAT: Following the meeting with Fisher this affiant spoke again with the complainant, IFPTE local #136 union president Michael Booher. Booher was told about Fisher's claims that accountant Anthony DiCaprio has all pertinent receipts for the expenditures Fisher made while in control of the union's bank account. Booher provided a printed email from Gregory J. Junemann, President, International Federation of Professionals & Technical Engineers (IFPTE). The email was dated 10/7/09 and was originally sent to Dee Gorczyca, International Representative, IFPTE, who then forwarded the message to Michael Booher. Junemann wrote that he had directed Barbara Camens of the law firm Barr & Camens to contact Anthony DiCaprio of AD Tax Prep in Danbury, CT, to inquire about the status of his review of the Brookfield chapter's financial records. Ms. Camens informed Junemann that DiCaprio asserted he does not have any financial records from the Local or the Brookfield chapter. According to DiCaprio, he was asked to do some bookkeeping work for the Brookfield chapter some years ago, but was never able to do so because the records were insufficient or incomplete. The body of the email ends with the sentence, "Please inform those who need to know that Mr. DiCaprio has denied having any of the Brookfield chapter's financial records."

THAT: Fisher did not produce any of the requested documents on 11/10/09. This affiant spoke with Fisher several times over the following five weeks, and each time he said that he was in the process of compiling the documents, with the assistance of his accountant, Anthony DiCaprio. On 12/22/09 this affiant called Fisher's home at approximately 0920 hours and left a message asking him to call back. Approximately an hour later Fisher left a voice mail in

(This is page 3 *of a* 9 *page Affidavit.)*

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REVIEWED *(Prosecutorial Official)*	DATE 4-9-10	REVIEWED *(Judge/Judge Trial Referee)*	DATE 4-15-10

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AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

which he stated he was on his way to the Savings Bank of Danbury to pick up some of the documents in question. This affiant called him back and left another message asking Fisher to bring in all receipts and documents he has as soon as possible. On 12/24/09 at approximately 0820 hours Fisher came to the police department to drop off some documents he had collected. The documents consisted of cancelled checks (copies of which the complainant had already provided to this affiant) and two sets of six-page printed statements (with no account number identifiers printed on any page) that Fisher said were from two of his three personal accounts at the Savings Bank of Danbury. Fisher provided the account number for one of his three personal accounts; that account number was [redacted]. When asked for the other two account numbers and Fisher said he would provide them shortly. Fisher later provided a second account number, 90808161, but did not provide the third account number. When Fisher was asked if he had any receipts, specifically the receipts he claimed would show that every time he wrote a check from the union account to himself it was for reimbursement of a valid expense, Fisher said he didn't have any of those receipts. He also stated that he had given an envelope full of them to Stephanie Kulowiec in the first half of 2007 when she took over again as the union's treasurer. Fisher said that the union should have them and said again that accountant Anthony DiCaprio had collected all of those receipts for him in 2007 before he turned them over to Kulowiec. Fisher also provided a phone number for DiCaprio (203-797-9227) and asked that this affiant call and speak with him.

THAT: On 1/13/10 this affiant spoke with accountant Anthony DiCaprio on the telephone. DiCaprio stated that Fisher had come to him in 2006 or 2007 and asked him to "put together some numbers" regarding the union's account. However, Fisher was never able to provide the documentation and information that DiCaprio required in order to do any of the work, so he (DiCaprio) returned what records Fisher had provided shortly thereafter. DiCaprio stated that he does not have any records or copies of records pertaining to Doug Fisher or to the union's account. DiCaprio also stated that he had spoken with Fisher "a couple of weeks ago" when Fisher called him to ask if anyone had been in touch with him about this matter.

THAT: On 1/15/10 this affiant took a sworn written statement from IFPTE local #136 union president Michael Booher in which he related that he took over as the union president in July 2009. At that time he requested from outgoing president Douglas Fisher any union-related materials, such as banking information. Booher advised Fisher that the union would be opening a new checking account and Fisher said he would get "all the records" from the accountant in Danbury (Anthony DiCaprio.) After approximately six weeks Fisher provided Booher with a copy of the union's banking records from 2006 to 2009. When Booher examined the (incomplete) records the first thing he noticed was an over the counter withdrawal for $2800. Booher also noted that after closing the old account the union only had $3300 with which to open the new account. In reviewing the records provided by Fisher, Booher saw that the checking account balance in December 2005 was approximately $11,000. Booher then met with union vice-president Sheree Tucker (who took office at the same time as Booher) and they asked People's United Bank for a copy of the over the

(This is page 4 of a 9 page Affidavit.)

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REVIEWED (Prosecutorial Official) D. Mulbatt	DATE 4-9-10	REVIEWED (Judge/Judge Trial Referee)	DATE 4-18-10

ARREST WARRANT AFFIDAVIT
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AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

counter withdrawal for $2800. When they received the documents from People's United Bank they saw that the withdrawal ticket was for Douglas Fisher and was accompanied by a cashier's check (for $2800) written to "Choice Tickets". There was no mention of this transaction in the union minutes and no other record of it at all. At that time Booher looked more closely at the checkbook transaction ledger (which consisted of handwritten notes entered by whomever wrote the checks) and, after seeing several unusual checks he requested copies of these from People's United Bank, since Fisher had told him all of the union's records were still with the accountant in Danbury. Booher saw that one of the checks in question was written for $1250 and another for $1735; Booher did not believe either of these checks were for legitimate expenses. Booher also related that he met with the president of the police union in Brookfield, Brookfield Police Department Youth Officer Gary Gramling, to discuss this matter. Booher contacted the regional union representative to inform him of the accounting difficulties he had uncovered. The union representative informed Booher that they (the regional union office) had requested information from Fisher but he had not provided anything to them. Booher then met with Brookfield Police Major James Purcell regarding this matter. With Purcell's assistance they was able to sort the records into a more easily followed report. Booher noticed a deposit of "over $3300" put into the union's checking account from the Savings Bank of Danbury (which is where Fisher has his personal checking account.) Booher asked Fisher about the deposit and Fisher told him it was reimbursement from the regional union for overpayment of dues. Booher checked with the regional union and was informed they would definitely not have written any "overpayment reimbursement" check to an individual and that they had not done so in this case with Douglas Fisher; if there had been a check for reimbursement of dues overpayment, any such check would have been made out to the local union. However, there had been no such "overpayment reimbursement" to IFPTE Local #136. Booher verbally added that he believed the $3325 deposit was Fisher's attempt to return some of the stolen money before anyone noticed it was missing.

THAT: On 1/22/10 a search warrant was served on the Savings Bank of Danbury at 35 West Street in Danbury, for any and all accounts (open and closed) bearing signatory authority of Douglas Fisher, including account numbers [redacted] and [redacted]. Another search warrant was served on the People's United Bank at 850 Main Street in Bridgeport, for records related to the union's checking account there (account #[redacted]) On 2/9/10 this affiant went to the Savings Bank of Danbury and picked up four sets of bank records. There are four personal accounts for which Douglas Fisher has signatory authority (savings account #[redacted], savings account #[redacted], checking account #[redacted], and checking account #[redacted]) as well as a fifth account (checking account #[redacted]) for "Brookfield Housing Authority, 3 Brooks Quarry Road, Brookfield, CT 06804). The statements for account numbers [redacted] (savings account) and [redacted] (checking account) were combined into one statement each month, so there were a total of four sets of bank records. The four sets of bank records were entered into evidence and the return portion of the search warrant was completed.

(This is page 5 of a 9 page Affidavit.)

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REVIEWED (Prosecutorial Official)	DATE 4.9.10	REVIEWED (Judge/Judge Trial Referee)	DATE 4-15-10

ARREST WARRANT AFFIDAVIT
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AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

THAT: On 3/9/10 this affiant received a package in the mail from People's United Bank. The package contained the records for the union's checking account (#[redacted]). The bank records were entered into evidence and the return portion of the search warrant was completed.

THAT: On 3/10/10 this affiant finished examining the records from the union's checking account at People's United Bank. The twelve suspicious checks identified by Booher from the partial and incomplete bank records available to him were only a small percentage of the total. The records seized under the authority of the search warrant showed that between 10/12/05 and 3/12/07 there were a total of one hundred three (103) checks signed by Douglas Fisher that were made out to "D. Fisher", "Doug Fisher", "Douglas Fisher", or "Cash". One hundred two (102) of those checks were also endorsed on the back by Douglas Fisher. One of those checks was signed by Douglas Fisher but the endorsement on the back was unreadable. The signatures and endorsements are a visual match to Douglas Fisher's signature on his Connecticut operator's license (obtained via blowback from the Department of Motor Vehicles.) The 103 checks were for a total of $14,485.21 and were written between 10/12/05 and 3/12/07. There was alsoan over-the-counter withdrawal slip (property #10-187-PR) dated 9/15/08 and signed by Douglas Fisher for a cash withdrawal of $2800. The total amount of funds stolen by Douglas Fisher from the checking account of IFPTE Local #136 is $17,285.21.

THAT: With regards to the $3325 deposit Fisher made into the union's checking account on 3/11/08, Fisher stated (in the interview on 10/29/09) that he received a check, made out to "Douglas Fisher", from the national union that was reimbursement to IFPTE local #136 for overpayment of dues. Fisher stated he cashed that check, then purchased a cashier's check for $3325 and deposited that into the union's checking account. An examination of Fisher's bank records from the Savings Bank of Danbury (where Fisher stated he cashed the check) does not show any deposit of $3325 in either the days preceding 3/11/08, or on 3/11/08. The bank records for Fisher's savings account (#[redacted]) show a deposit (from "CT tax refund") of $1311 on 3/10/08, and a deposit (from "C&S Specialty") of $10,370 on 3/7/08. The records also show a withdrawal of $5000 on 3/11/08, which is consistent with Michael Booher's statement that he believes Fisher's deposit of $3325 into the union account on 3/11/08 was an attempt by Fisher to replace some of the money he had stolen from the union's account with money taken from his own personal account.

THAT: On 4/1/10 this affiant met with Fisher in the detective sergeant's office at 1500 hours. Fisher had worked day shift in the dispatch center at the police department that day. Fisher was again told he did not have to meet with this affiant or give a statement. The interview lasted for approximately ninety minutes, during which time Fisher was asked about the 103 checks he had written to himself, using the union's checking account, from October 2005 to March 2007. Fisher initially claimed that the 103 checks were written to reimburse himself after using his personal debit card to pay union-related expenses. Fisher stated that he would use his personal debit card at such places as Staples, Office Max, and Whisconier Florist because

(This is page 6 *of a* 9 *page Affidavit.)*

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AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

none of those places would accept a check from the "Brookfield Federation of Municipal Employees" because Fisher's name was not on the check. Fisher claimed that he would use his personal debit card and then go to the bank and write himself a check to as reimbursement for the union expense. Fisher stated that there are receipts somewhere for some of those checks. After several denials, Fisher did admit that some of those checks were written simply for the money, and were not in relation to or reimbursement for, any legitimate union business expenses. Fisher stated that he has a part time job selling fire apparatus and ambulances, and that his part time employer has withheld approximately $15,000 in business expense reimbursements and $28,000 in commissions from Fisher. Fisher stated he is currently engaged in a civil suit against his part time employer in an attempt to recover the monies owed to him. Some of the money he took from the union (by writing checks to himself on the union's checking account) was to cover the expenses he had already paid for and had not been reimbursed for by his part time employer. Fisher also said that he intended to pay back the money he took from the union, and that he would pay back "any amount of funds" that he and the union agreed to. Fisher said he does not know how many of the 103 checks he wrote to himself were for reimbursement of legitimate expenses and how many were simply to "borrow" money from the union. He also stated he does not know how much of the $17,285.21 was "borrowed" by him and how much was for legitimate expenses. Fisher repeated his earlier claim that accountant Anthony DiCaprio in Danbury had receipts that showed "most" of the 103 checks Fisher wrote to himself were reimbursements for legitimate union expenses. After Fisherwas told that this affiant had spoken with DiCaprio and that DiCaprio denied ever having possessed any such receipts, Fisher claimed he had given all those receipts to Stephanie Kulowiec and that the union now has them all. When Fisher was informed the union has already turned over all of the documents and records they possessed to this affiant, and that there were no receipts among those documents, Fisher stated he would try to find them himself.

THAT: During the interview, this affiant asked Fisher if he would agree that there is really no legitimate reason for a union president to be writing himself checks using the union's checkbook and Fisher agreed that was true. He was also asked if he would agree that, even if some receipts do exist for some of the checks he wrote, it is simply impossible that he spent more than seventeen thousand dollars on stamps, envelopes, paper, and other legitimate expenses in an eighteen-month period. Fisher said there were other expenses, such as gasoline for his car, but he agreed that the total for legitimate union expenses would be far less than seventeen thousand dollars.

THAT: After the interview Fisher agreed to provide a sworn written statement. He mentioned that his handwriting is poor and so this affiant had Fisher narrate his statement while it was being typed for him on the computer. Fisher indicated that having this affiant type the statement while he (Fisher) dictated it would be fine. In the statement Fisher related that during the time he was president of Brookfield Local IFPTE 136-12 he wrote "some checks" to cover expenses he had from his part time employer. Because his part time employer did not pay him the money he was supposed to, Fisher was unable to return the money from the

(This is page 7 of a 9 page Affidavit.)

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REVIEWED (Prosecutorial Official) D. Nubbell	DATE 4-9-10	REVIEWED (Judge/Judge Trial Referee)	DATE 4-16-10

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AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

IFPTE account that he had "borrowed" by writing himself checks. Fisher stated his intention had been to use money from his personal account to return the money he had borrowed from the IFPTE account.Fisher related that he did not know how many checks he wrote to himself in the union account were not for reimbursement of legitimate business expenses, and he does not know the dollar amount of those checks. He said that at no time was the money taken in a malicious manner or with the intent to harm anyone or to harm the union. Any amount of funds agreed upon by Fisher and the IFPTE would be reimbursed by Fisher to make up of his "unauthorized use of the IFPTE funds."

THAT: After Fisher finished dictating his statement it was printed and Fisher was asked to read it out loud to make sure it was complete and accurate. Fisher read the statement out loud and said it was complete and accurate. Fisher was advised that making a false statement was a crime and Fisher initialed the appropriate line on the statement to indicate he understood. Fisher then signed the statement and shortly thereafter (at approximately 1630 hours) Fisher left the police department in his own vehicle.

THAT: On 4/2/10 this affiant examined Fisher's bank records again, looking to confirm or refute his claim that he would use his personal debit card for union-related expenses and then write himself a check on the union's account to reimburse himself for the expense. This affiant found no debit card withdrawals or ATM withdrawals matching any of the checks written by Fisher on the union's account. The search warrant served on the Savings Bank of Danbury was for any and all accounts, open or closed, bearing signatory authority of Douglas Fisher, and was for the time period 11/1/05 through 9/30/08. There were no records of checking accounts open until account #[redacted], which was opened on 3/13/08, and account #[redacted], which was opened on 8/29/08. There was a savings account (#[redacted]) opened on 4/28/06, and another savings account (#[redacted] opened on 3/13/08. Fisher stated he has had all of his personal accounts at the Savings Bank of Danbury since long before 2005, but there is no record of a checking account (which would have an attached debit card) until 3/13/08 at the earliest. During the time period for which there are checking account records, there were no matching debits in Fisher's personal account that matched similarly dated checks written by Fisher on the union's checking account.

THAT: The examination of Fisher's accounts did show that on four separate occasions there were debits on Fisher's savings account (#[redacted], each one listed as "returned check", that exactly matched checks Fisher wrote to himself on the union account. Fisher's personal savings account at the Savings Bank of Danbury (account #[redacted] show an account debit labeled "returned check" on 11/29/06 for $235.00; another "returned check" account debit on 12/8/06 for $234.00; another 12/21/06 for $235.00; and the last on 2/20/07 for $72.03. The records from the union's checking account at People's United Bank (account #[redacted] show that Fisher signed and endorsed a check made out to "Douglas Fisher" on 11/27/06 for $235.00; signed and endorsed another made out to "D. Fisher" on 12/6/06 for $234.00; signed and endorsed another made out to "D. Fisher" on 12/19/06 for $235.00; and signed and endorsed the fourth made out to "Douglas Fisher" on 2/15/07 for $72.03. The

(This is page 8 *of a* 9 *page Affidavit.)*

DATE AND SIGNATURE	DATE 4/7/10	SIGNED *(Affiant)*	
JURAT	SUBSCRIBED AND SWORN TO BEFORE ME ON *(Date)* 4/7/10	SIGNED *(Judge/Clerk,Comm. Sup. Ct., Notary Public)*	
REVIEWED *(Prosecutorial Official)* D. Mulvaney	DATE 4-9-10	REVIEWED *(Judge/Judge Trial Referee)*	DATE 4-16-10

ARREST WARRANT AFFIDAVIT
CONTINUATION PAGE

JD-CR-64a Rev. 10-04
C.G.S. § 54-2a
Pr. Bk. Sec. 36-1, 36-2, 36-3

INSTRUCTIONS:
The jurat to be completed for each page of the affidavit
The prosecutorial officail and judge/judge trial referee are to date and sign or initial each page to indicate that they have reviewed it

STATE OF CONNECTICUT
SUPERIOR COURT

NAME AND RESIDENCE (Town) OF ACCUSED	COURT TO BE HELD AT (Town)	G.A. NO
FISHER, DOUGLAS W 07/19/1961 BROOKFIELD	DANBURY	GA3

AFFIDAVIT

The undersigned affiant,being duly sworn, deposes and says:

preceding pattern is consistent with Fisher writing unauthorized checks on the union's checking account in order to cover bad checks written on a personal account at the Savings Bank of Danbury.

THEREFORE: Based on the above-listed facts and circumstances this affiant has probable cause to believe and does believe that, during the time period 10/12/05 to 3/12/07, Douglas W. Fisher (DOB 7/19/61) violated Connecticut General Statutes when he wrongfully appropriated funds belonging to another by writing one hundred three (103) checks to himself or to "cash" for a total of $17,285.21. The checks were written on an account belonging to the Brookfield Federation of Municipal Employees (IFPTE local #136); the account is owned by the union, is for official union business only, and was controlled by and under the care of union president Douglas W. Fisher. This affiant requests that an arrest warrant be granted for Douglas W. Fisher (DOB 7/19/61) for violation of Connecticut General Statutes 53a-123, Larceny 2nd degree.

(This is page 9 of a 9 page Affidavit.)

DATE AND SIGNATURE	DATE 4/7/10	SIGNED (Affiant)	
JURAT	SUBSCRIBED AND SWORN TO BEFORE ME ON (Date) 4/7/10	SIGNED (Judge/Clerk,Comm. Sup. Ct., Notary Public)	
REVIEWED (Prosecutorial Official) D. Mubbett	DATE 4.9.10	REVIEWED (Judge/Judge Trial Referee)	DATE 4-16-10

TOWN CLERK'S OFFICE
BROOKFIELD, CT
DEC 07 2010 11:00 AM
JOAN M. LOCKE, TOWN CLERK

November 30, 2010

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

NOTICE OF CLAIM PURSUANT TO CONN. GEN. STAT. § 7-101a

Ms. Joan Locke
Town Clerk
Town of Brookfield
100 Pocono Road
Brookfield, CT 06804

Re:	Injured Party:	Douglas W. Fisher
	Date of Birth:	7/19/61
	Dates of Incidents:	June 4 and June 7, 2010, and subsequent
	Location of Incidents:	Brookfield Town Hall

Dear Ms. Locke:

I am writing with respect to personal injuries and damages I sustained on and after June 4, 2010, in connection with the termination of my employment with the Town of Brookfield.

The incidents in question occurred on June 4, 2010, when I was advised of the termination of my employment as a Dispatcher for the Town of Brookfield, and on June 7, 2010, at a meeting of the Board of Selectmen of the Town of Brookfield. On June 4, 2010, the Town of Brookfield wrongfully terminated my employment, as result of which I have sustained damages. On June 7, 2010, one or more members of the Brookfield Board of Selectman made untrue and defamatory statements about me in a public meeting, as a result of which I have sustained damages.

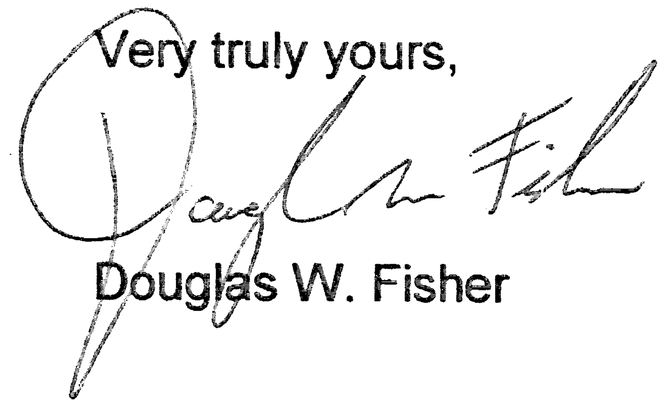
Please be advised of my intention to pursue a civil action against the Town of Brookfield and its responsible agents, apparent agents, servants, and employees, as well as the Board of Selectmen of the Town of Brookfield and its responsible agents, apparent agents, servants, and employees, for money damages and/or other relief arising out of and relating to the wrongful termination of my employment on or about June 4, 2010, and the defamatory statements made about me on June 7, 2010.

In accordance with Conn. Gen. Stat. § 7-101a, this letter will serve as notice of my intention to commence that action arising from the above incidents in a Connecticut court of competent jurisdiction within two years of their occurrence (on or before June 4, 2012).

Kindly date stamp and return a copy of this notice letter in the enclosed self-addressed, stamped envelope at your earliest convenience.

Thank you for your cooperation.

Very truly yours,



Douglas W. Fisher

Enclosure
cc: William Davidson
Howard Lasser
Steven O'Reilly
Deborah Truchsess