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OF WISCONSIN**STATE OF WISCONSIN, COURT OF APPEALS, DISTRICT 2**

County of Walworth

Plaintiff-Respondent

vs.

Bozena Twarowski

Defendant-Appellant

Appeal No. 2020AP000208

Circuit Court Case No. 2019FO000954

Honorable Kristine E. Drettwan

**Brief of Appellant**

Dated: June 22nd, 2020

  
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### **Nature of the Case**

This appeal arises from a court trial that took place on December 12, 2019, in which Bozena Twarowska was found guilty by committing the offense of disorderly conduct.

### **Jurisdictional Statement**

Bozena Twarowska's appeal is from a judgment entered by the Circuit Court of Walworth County Judge Kristine E. Drettwan on December 12, 2019. Appellant, Bozena Twarowska, timely filed her notice of appeal on January 24, 2020.

### **Issues Presented for Review**

1. Whether the Circuit Court erred in conducting a judgment hearing.
2. Whether the Circuit Court erred in signing the judgment without seeing evidence.
3. Whether the Circuit Court erred to find Robert Peterson as a complainant and eye-witness.

### **Statement of Facts**

1. On Monday, July 22nd, 2019, I brought the dog to the kennel with my husband Richard Twarowski who signed the contract. The fee for boarding was \$30 per day, and the kennel owner knew the dog was not ours, but he accepted this if I gave him the medical vaccination records for the dog which he received on this day. On the record of vaccination was the actual name of the owner of the dog, which was Ryszard Wikar, his phone number, and address.
2. After one week, on Monday, July 29th, 2019, the kennel owner Mr. Peterson, called to me with information that the dog bit him. I came to the kennel right away and when Mr. Peterson told me to take the dog back because he was afraid to feed him, I asked him if he could agree to keep the dog for the next week if I came to feed the dog every day. He agreed and he did not say anything about increasing the fee. The dog stayed at the kennel for another week and I came every day to feed the dog. The kennel owner did not inform me that it was going to cost me \$100 per day, and I never agreed to pay \$100 per day because simply, I could take the dog to a different kennel for \$30 per day.
3. The owner of the dog, Ryszard Wikar, came to pick up the dog on Sunday, August 4th, 2019, in the evening, but Mr. Peterson refused to release the dog for the boarding fee which would be around \$500, and instead of this, demanded \$1,500 by cash. On this day, I called the police for the first time asking for assistance and to inform the police that the kennel owner does not want to release the dog from boarding. I was told that this is a civil case, not a criminal case. See the attached police report. Since this was Sunday evening, we did not have \$1,500 cash, and the dog stayed in the kennel for the next day.
4. On the next day, Monday, August 5th, 2019, I called again to the police, telling them the dog is held as hostage probably without food, and I was advised to pay for boarding costs like it was agreed at the beginning.

Then I sent a text message to Mr. Peterson asking him if he will release the dog if I pay the boarding cost. Since his answer was not clear and because Mr. Wikar informed me that he will be at the kennel in the afternoon to pick up the dog, I took cash and came to the kennel around 1 pm.

When I came to the kennel, no one was present except the kennel owner who refused to release the dog for the boarding cost, and he refused to let me feed the dog. Mr. Peterson told me to leave his property, and I asked him if he was aware that the owner of the dog, Ryszard Wikar, is on his way to the kennel. His answer was no, and he started yelling at me, "it is better to pay \$1,500 because if I take you to court, it will cost much much more." When I said okay and asked him about a copy of the contract signed by my husband, he refused and started to yell (with spitting) at me and went to his house near the kennel. He was very upset and did exactly what he accused me of doing. When Mr. Peterson asked me to leave his property, I left his office right away and went to the parking lot and sat in my car for ten or fifteen minutes maximum reading the text messages I received in the meantime from Mr. Wikar, and respond to them. I left the property and the hungry dog at 2:23 pm.

5. In two days on Wednesday, August 7th, 2019, I received text messaging from Ryszard Wikar showing me the bill from the kennel that he paid on August 5th, 2019.

All facts that are stated in the Statement of Facts can be verified with my text messaging from my Verizon cellular phone which was denied as evidence by the Judge.

### **Argument**

Comparing the police report with court transcript from the hearing, there is major inconsistency. Mr. Peterson was giving false information and had problems to answer some basic questions like dates or names, but the Judge still found him credible even if she had to stop him and ask him again in order to understand him.

1. According to page 3 of 4 of the police report, Mr. Peterson made a serious accusation about my husband, Richard Twarowski, stating that he made a forgery and signed a contract with the name Ryszard Wikar. Mr. Peterson failed to provide a copy of this signed contract as proof that Richard Twarowski signed as Ryszard Wikar. I asked for a copy of the contract (page 14, line 7-9, of the transcript) and the judge ignored my request, even Mr. Peterson stated "I have contracts" (page 13, line 21, of the transcript).

2. Mr. Peterson testified (page 16, line 11, in the transcript) that he reported the bite a few days after the bite. According to the police report (see Exhibit A), Mr. Peterson tried to report the bite one week after it happened. According to the deputy, the finger was all healed up already, and he could not prove that this bite happened.

3. Mr. Peterson testified (page 15, line 2-4, of the transcript) "her brother's name is the same name as the client that owns the dog. So they have the same name." This is not true and can be easily to verify by comparing the signed contract and the dog's medical record.

4. Mr. Peterson was not able to answer the court's question as to what type of dog it was (page 6, line 14-15, of the transcript). His answer was "I can't remember what it was." The Judge still found him credible.

5. Mr. Peterson states (page 8, line 4-5, of the transcript) "she didn't want to pay me for anything." In addition, (page 10, line 8-10, of the transcript) Mr. Peterson says "yes" to the Court's question: "so she comes and wants to take the dog without paying?" This is not true because I send text message to Mr. Peterson on Monday, August 5th, 2019, stating that I want to come pick up the dog and pay for boarding. Unfortunately, the judge refused to take my phone records as evidence.

6. According to Deputy J. Strand #8330, who testified (page 20, line 21-25, and page 21, line 1, of the transcript) "she was not willing to leave... where he felt that he needed to call the police." However, on page 38, line 22-24, of the transcript, the deputy testified: "she did eventually leave the business. Mr. Peterson later called law enforcement." Why did he call the police when Bozena Twarowska was already gone? Based on this inconsistent information, the Judge made her decision (page 42, line 6-7, of the transcript) that Bozena Twarowska caused a "disturbance to the point where he had to call for police help."

There were no other witnesses that could testify on my behavior because only I and Mr. Peterson were present. The Deputy and the Judge repeat what Mr. Peterson said who was complainant and should not be allowed to be the sole eye-witness in the case at the same time. The judgment should be based on the facts and evidence or other eye-witness testimonies. In this case, there were no other eye-witnesses and my evidence was not allowed by the judge for review.

### **Conclusion**

For the reasons stated, Bozena Twarowska respectfully requests this Court to change this judgment and find Defendant not guilty, or to send this case to be reviewed by the Circuit Court of Walworth County with Defendant's evidence being submitted to this case.

Date: June 22nd, 2020

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**Form and Length Certification**

I hereby certify that this brief conforms to the rules contained in s. 809.19(8)(b) and (c) for a brief and appendix produced with a monospaced font. The length of this brief is six (6) pages.

Date: June 22nd, 2020

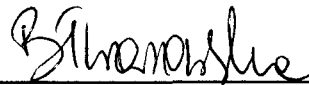
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**CERTIFICATION OF MAILING**

I certify that this Brief of Appellant was deposited in the United States mail for delivery to the Clerk of the Court of Appeals on June 22nd, 2020. I further certify that the Motion was correctly addressed and postage was pre-paid.

Date: June 22nd, 2020



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