

The State of South Carolina
In the court of Appeals
(not in Supreme Court)

APEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes III

CASE NO 2019-CP-07-01326

RECEIVED

AUG 22 2019

SC Court of Appeals

The South Beach Village Bluff Apartments Horizontal Property Regime No. 56 Inc. respondent
v.
Zbigniew M. Drzazgowski Appellant

NOTICE OF APPEAL

Zbigniew M. Drzazgowski appeals the order of the Honorable Marvin H. Dukes III # 3069 dated August 8, 2019 which affirmed his conviction of The Court of Common Pleas. Appellant received written notice of the order on August 12, 2019.

This is the history of Case No. 2019-CP-07-01326.

In 2015, at the request of Atlantic States Management, which manages the South Beach Village Bluff Villas apartment complex in the Sea Pines on Hilton Head Island in South Carolina, decided to replace the door panels. The work was scheduled for December 2015 or January 2016. Because the management has all the keys to the apartments including mine the whole operation took place without the participation of the owners.

I suspect that when it came to my studio they lost my key. They claimed that they had to breake into my apartment. They did it without my knowledge and never left a recorded message about it.

My door has an electronic lock that I use during rental business.

They called locksmith and this man, unaware of what he was doing, broke into my apartment upon the instructions from the Atlantic States Management. He also replaced the key insert at the same time. I didn't receive any information about the burglary and the replaced key insert for next 2 weeks.

Having already entered around 10 codes for future guests where the first of them was to be at the end of February 2016 I decided to call KABA the company that produces and programs locks and establishes codes on my door.

From the information they gave me, it appeared that someone broke the electronic lock door. This action destroyed all established codes. The only way to restore the original codes was to have a reset done by their specialist and create new codes in the lock. In this situation, without any choice, I had to drive by car (I live in CT) to see the condition of my apartment.

When I arrived at the apartment, the key that I received from the Atlantic States Management did not work and the codes that I created to open the door didn't work. After 2 hours of trying, I decided to break into my apartment, and to call the police to be sure that everything would be legal (*please see*

Police statement No. 1). In the meantime my son resumed contact with KABA and they found another solution to open the lock.

After many attempts, the lock finally opened. It was a night time and it was impossible for the policeman to assess the condition of the apartment.

The next day I found water on the floor in the bathroom and marks that indicated that my apartment was used, however I didn't have any guests at this time due to planned work on the door.

As I determined later the water came from the washing machine.

In this situation, I decided to act very quickly knowing that I left my business in CT and an unfinished job at a client's home. First, I arranged the meetings with a specialist for electronic locks and a specialist for washing machines.

In the meantime, I took care of repairing other damages such as replacing and installing the keybox on the door, repairing blinds, painting the door frame damaged during burglary. For 7 days I managed to bring my apartment to a state that would allow me to rent it for my guests.

The losses I suffered were significant because they involved changing the washing machine, repairing the locks and a 2 day trip to Hilton Head Island and back to CT. I made most of the minor repairs myself (*please see the invoices in the attachment No.2).*

Because I felt very frustrated with the way they treated me, I took the Atlantic States Management(Manager Bluff Villa No. 56 Stacy Keading) to the Small Court in Blaffton demanding to reimburse the cost of all expenses related to breaking into my apartment (*please see the attachment of the Case in the Court No. 3).*

On 02/20/2017 I sent a request for compensation for losses to the State of South Carolina, County of Beaufort. I lost the case.

In the Court of Beaufort decision I did not find the information regarding timing for appeals to the Court in Beaufort(I received only decision, please see attachment), which is in Blaffton, South Carolina. I filed an appeal, but the Court said it was after the deadline. I described the situation that I experienced during this case in appeal which was rejected (*please see the appeal letter No.4).*

Because the door that was installed in my studio did not meet the basic security requirements for this area, such as hurricane and tornado, and a much more important fire, I decided to request to replace them with a door panel that would protect mine and my guests' safety. For last 3 years I have been asking to have my door replaced but I have been totally ignored.(please see attachment)

In this situation, I did not feel obligated to pay for the door panel which did not give me and my guests a sense of security. It is terrifying to think what might happen to people in my apartment in case of a fire or tornado .

At that time I was sending letters asking to replace the door panel with one that would guarantee security. My requests were not understood (*please see attachment No.5).*

I regularly paid for the apartment and was always on time with all payments related to my apartment for as long as I own it which is 13 years.

No progress from South Beach Village Bluff Apartments Horizontal Property Regime No. 56 Inc. in solving significant security issues in our complex has led to a new civil case.

They decided to silence my requests regarding installing a door panel that would have appropriate safety codes by taking me to a court (*please see the attachment regarding codes about existing door*

No.6).

Case No. 2019-CP-07-01326 was the continuation of the ongoing dispute between me and Atlantic State Management which was the initiator and contractor of the door panels exchange.

This time the prosecutor is the South Beach Village Bluff Apartments Horizontal Property Regime No. 56 Inc. Normally, in such a situation, the Court sends confirmation mail about the commenced Civil Case, explains the allegations, asks for a written answer to the allegations, and gives 30 days to respond.

This time that protocol was not followed. As I learned from the person that was repairing the roof of my house on Saturday July 15, 2019, a man stopped by and asked if I lived here. When he received confirmation from a person working on the roof he left two large packages on the front steps of the house covering them with a doormat, probably to protect them from the wind (pictures attached No.7).

Because the man that worked on repairing the roof left before I came home, I did not have an opportunity to find out what happened or find the packages. Over the next 2 days we had rainfall. After two days I found the packages. When I opened them I found the court documents, however they were in a very poor condition. Because they were not secured by a plastic cover, it was difficult to identify the affiliation of these documents and what they contained.

It was hard for me to believe that the documents that affect someone's life can be treated with such thoughtlessness. I was still hoping that everything will be explained to me and I will be informed what happened in a more professional way by the next few days.

The days have passed without any message so I decided to check what happened. Because I already had contacted the Court in Bluffton, I sent a request to identify these documents and confirm what they were about. The answer came with a suggestion that they could be from Beaufort, Court of Common Pleas. I wrote to that Court asking for confirmation that the documents belonged to them. I received the answer on July 29, 2019 but the answer came already after the time that I theoretically had for the answer. This situation was quickly used by the other side. At the same time, I learned that the case was scheduled for August 8 at 10 a.m. in Court in Beaufort, South Carolina. It was less than a month when I supposed to answer on accusations. I still work full time in my business.

In this situation, I realized that I do not have enough time to defend myself. I decided to write to the Court in Beaufort about the existing situation. The actions of the attorney of the Plaintiff were very unprofessional. It was clear to me that she tried to prevent me from attending this case.

She wrote the letter to me on July 26, 2019, and sent it out on July 29, 2019. I received the letter August 3, 2019 (it was Saturday). I could not get the letter from the post office that day because the postman had the letter with him. The earliest I could pick up this letter was Monday, it was already August 5, 2019. The case in the Court was scheduled for August 8, 2019.

It is impossible to arrange a trip from Connecticut to South Carolina within 2 days; especially that I still work fulltime and driving to SC takes two days. Finding a flight was impossible in such a short time.

I wrote back the same day asking for more information about this case, the charges against me and for detailed information about the sum I am being charged with. I did not have any information about the accusations. It was Aug 5, 2019 and the letter reaches Beaufort in South Carolina in 4 days, so it will arrive after August 8, 2019. It seems that this situation was purposely created to deprive me of defense

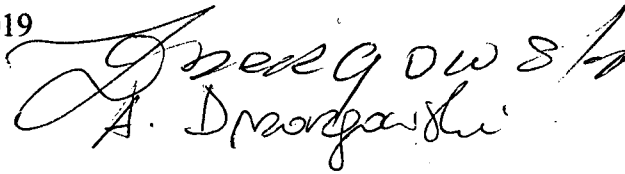
and an opportunity to present my arguments that are very significant in this case and give me a chance to win this Civil Case.

Since it was made impossible for me to attend the case I am asking to cancel this decision and the whole case; especially that the actions of the people on the other side went beyond the fair rules that exist in our justice system. I still expect to receive a full recompensation for all the damages.

Presently, I am at the cancer testing stage and before surgery. From what the doctor says it may take several more months before I will be able to drive. Please take this into account in the decision that I may not be able to drive a car such a distance (please see attachment No.7)

I apologize for the condition of some of the attachments. The originals were taken from me during the first civil case and they had never been returned to me.

August 19, 2019

A handwritten signature in cursive script, appearing to read "Zbigniew, Alicja Drzazgowski".

Sincerely,

Zbigniew, Alicja Drzazgowski
9 West District Rd.
Unionville, CT, 06085
Appellant
860 675-4025

Jannine M. Mutterer
21 Promenade St. Suite 205
Post Office Box 29
Bluffton, SC 29910
Respondant
843 640-5700

Honorable Marvin H. Dukes
State of South Carolina
Court of Beaufort
The Court of Common Pleas
P.O. Drawer 1128
Beaufort, SC 29901

+

RECEIVED
 AUG 22 2019
 SC Court of Appeals

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For BEAUFORT, SC, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as shown)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.90

Total Postage and Fees \$5.40

Postmark Here: UNIONVILLE, CT 06085 08/19/2019

Service: *Marvin H. Duker Court SC*
 Street and Apt. No. or PO Box: *P.O. Drawer 1128*
 City, State, ZIP+4®: *Beaufort, SC 29901*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 1370 0002 3972 6859

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For BEAUFORT, SC, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$3.50

Extra Services & Fees (check box, add fee as shown)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.90

Total Postage and Fees \$5.40

Postmark Here: UNIONVILLE, CT 06085 08/19/2019

Service: *Jannine M. Mutterer*
 Street and Apt. No. or PO Box No.: *21 Promenade St, Suite 205*
 City, State, ZIP+4®: *Beaufort, SC 29910*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2499 246 0002 3972 6842

CERTIFIED MAIL

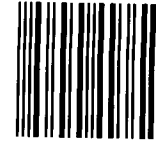


7015 0640 0002 5333 5648

Zbigniew Drzazgowski
9 W. District Rd.
Unionville, CT 06085-1430



1000



29211

U.S. POSTAGE PAID
FCM LG ENV
UNIONVILLE, CT
06085
AUG 19, 19
AMOUNT

\$5.40

R2305H127422-14

RECEIVED
AUG 22 2019
SC Court of Appeals

The State of South Carolina
In the Court of Appeals
Jenny Abbott Kitchings
Clerk of Court
P.O. Box 11629
Columbia, SC 29211

8/22