

**FILED**

August 11, 2022 02:42 PM

SCT-Civ-2022-0023

VERONICA HANDY, ESQUIRE

CLERK OF THE COURT

**IN THE SUPREME COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX**

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S. Ct. Civ. No. 2022-0023

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JANET V. JULIEN

Appellant/ Defendant,

v.

VICTOR S. MATTHEW,

Appellee/ Plaintiff.

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APPEAL FROM THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

Re: Super. Ct. Civ. No. SX-2022-RV-00003

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**JOINT APPENDIX**

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Dated: August 13, 2022

By: JANET V. JULIEN  
P.O. Box 224272  
Christiansted, VI 00822  
Email: janetjulien@hotmail.com  
Tel. No. 340-690-4272

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IN THE SUPREME COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

\*\*\*\*

JANET V. JULIEN,

Appellant/Defendant,

v.

VICTOR SYLVESTER MATTHEW.

Appellee/Plaintiff.

) S. CT. CIV. NO. 2022-\_\_\_\_\_

) CIVIL NO: SX-2020-RV-00000

) (SX-2020-SM-000022)

SUPREME COURT  
'22 APR 26 PM 12:27:18

NOTICE OF APPEAL

COMES NOW, the Appellant/ Defendant, JANET V. JULIEN, PRO SE, and hereby enters her Notice of Appeal of the Order entered on March 22, 2022 in this matter in the Superior Court of the Virgin Islands.

Dated: 4/13/22

By: Janet Julien

JANET V. JULIEN  
P.O. Box 224272  
Christiansted, VI 00822  
Email: janetjulien@hotmail.com  
Tel. No. 340-690-4272

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Notice of Appeal was sent via U.S Mail, postage prepaid to the following individual on this 8<sup>th</sup> day of April 2020:

Victor S. Matthew  
P.O. Box 4311  
Kingshill, VI 00851

Douglas A. Brady, Judge of the Superior Court of the Virgin Islands  
R.H. Amphlett Leader Justice Center  
RR1 9000  
Kingshill, USVI 00850

Janet Julien  
JANET V. JULIEN

JA00001

SUPERIOR COURT OF THE VIRGIN ISLANDS  
DISTRICT OF ST. CROIX

JANET JULIEN,  
Plaintiff,

v.

VICTOR SYLVESTER MATTHEW  
Defendant.

CASE NO: SX-20-SM-0000022

NOTICE OF APPEAL  
From the Magistrate Division

\* COMES NOW JANET JULIEN, the Plaintiff Defendant in the above-captioned case and files this Notice of Appeal of a final order of the Magistrate Division. (Check and complete one)

This order was signed by the Honorable ERNESTE MORRIS JR and entered by the Superior Court Clerk's Office on MARCH, 10, 2020;<sup>1</sup>

This order was announced by the Honorable \_\_\_\_\_ at a hearing held on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ but it has not yet been signed by the judge and entered by the Superior Court Clerk's Office. I understand that this appeal will not proceed until this order is signed and entered.

Date: 3/10/2020

Signature: Janet Julien

Name: JANET JULIEN

Mailing Address: PO BOX 224272 C/STC 00822

Phone Number: 340-690-4272

<sup>1</sup> This date can be found on the "Notice of Entry" document issued by the Superior Court Clerk's Office, which is the cover page of the Order you are appealing.

JA00002

## Appeal of Judge Decision

I made a decision to remodel my kitchen, retile the dining room, and kitchen area of my house on April 2019. As such, after researching different buying options; I settled with Home Depot Durham, NC for my cabinets, and Home Depot St. Croix for my tiles.

I visited Home Depot, St. Croix on Sunday, June 9, 2019 and spoke to the sales representative in the kitchen department; she informed me that she knows of a customer who does cabinet work and that he is not expensive. The employee then shared Mr. Victor Matthew's full name and contact information with me. I then contact Mr. Matthew and exchanged information including my home address. Later that day Mr. Matthew presented himself as a licensed contractor and quoted me a price of \$6,000.00 for the work. Mr. Matthew requested a deposit stated that he do not start any work without a down payment and I gave him a check for \$2,000.00. Mr. Matthew received the check, he left my home and texted pictures of cabinets that he had worked on previously. He then requested my email address so he can provide me with a copy of the scope of work with details - remove and install kitchen cabinets, installs granite countertop for both kitchen and bar, remove and retile kitchen and dining room floors.

Mr. Matthew agreed and begun the scope of work the last week of June 2019 by removing the old kitchen cabinets including backsplash and countertop along with floor tiles.

On June 29, 2019 Mr. Matthew came to start tiling the kitchen floor and said to me that the floor is not level and that he need to put a layer of concrete ready mix on the floor. Mr. Matthew accompanied me to the Home Depot store and told me to purchase five bags of concrete mix and one gallon bottle of concrete bonding. Mr. Matthew and I returned to my home where he proceed to plaster the kitchen floor and left after he was finished. Two weeks later he tiled the dining room floor without leveling as he stated that my floors were not leveled.

On July 15, 2019 Mr. Matthew started tiling the kitchen floor when he received the second check; at no time Mr. Matthew informed me after he completed tiling the kitchen floor was still un-even.

- **Fact I** – While installing my kitchen cabinets Mr. Matthew started cutting the length of the cabinets. I told him to stop cutting the cabinets. However, he continued. Upon the arrival of my new appliances; the cabinet over the refrigerator and refrigerator panels were so low I had to hire someone else to

JA00003

that the granite will have to be replaced rather than someone trying to fix the damaged area by patching.

Frustrated with all the incidences I encountered with Mr. Matthew and the fact that Mr. Matthew was costing me more money. I opted to seize contact with Mr. Matthew and stopped him from completing the job I hired him to do.

I was surprised and angered when Judge Ernest Morris called me a liar and that I knew that Mr. Matthew was going to do the electrical work and that I changed my mind after the tiles (backsplash) were on the wall because I didn't like them. Mr. Matthew told the Judge that he was cleaning the tiles and the stain was coming off back to its natural color. That in act was not true. Twenty four hours later and the tiles (backsplash) were still stained. Anyone who knows about natural lime stone once it is not sealed before being stained; the stone would never revert to its original color. Yes, I didn't like the tiles (backsplash) because Mr. Matthew damages them. I was also told by the Judge that my statements in court were not credible. In closing I would also like to say that Jude Earnest Morris was rude unprofessional.

Signature  
Janet Julien  
JANET JULIEN  
3/17/2020

JA00004

**CERTIFICATE OF SERVICE**

[All parties to the Superior Court action must be served.]

I certify that on March 17, 2020, I served an exact copy of this *Notice of Appeal* upon the party/parties listed below, in the manner given below.

Signature: Jane Tuleen

Name of Party: Victor Sylvester Matthew

Name of Attorney: \_\_\_\_\_

Method of Service (if a party is represented by an attorney, the attorney must be served):

U.S. Mail, full postage pre-paid to: (insert party's mailing address)

PO. BOX 4311 Kings Hill 02851

Personal Service at (insert exact location) \_\_\_\_\_

Other (describe) \_\_\_\_\_

JA00005

**FILED**

March 22, 2022 02:46 PM  
SX-2020-RV-00003  
TAMARA CHARLES  
CLERK OF THE COURT

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS**  
District of St. Croix

JANET V. JULIEN,  
Appellant/Defendant,  
v.  
VICTOR SYLVESTER MATTHEW,  
Appellee/Plaintiff.

Case Number: SX-2020-RV-00003  
(SX-2020-SM-00022)  
Action: Magistrate Appeal

**NOTICE of ENTRY  
of  
JUDGMENT/ORDER**

To: Hon. Ernest E. Morris, Jr.,  
Magistrate Judge  
Janet V. Julien  
Victor S. Matthew

Please take notice that on March 22, 2022

a(n) JUDGMENT  
dated March 21, 2022 was/were entered  
by the Clerk in the above-titled matter.

Dated: March 22, 2022

Tamara Charles  
Clerk of the Court

By:



Cheryl Parris  
Court Clerk III

JA00006



IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
APPELLATE DIVISION

JANET JULIEN,  
Appellant/Defendant, Counter-Plaintiff,

v.

VICTOR SYLVESTER MATTHEW,  
Appellee/Plaintiff, Counter-Defendant.

CASE NO.: SX-2020-RV-00003  
(SX-2022-SM-00022)

ON APPEAL FROM THE  
MAGISTRATE DIVISION

**JUDGMENT**

THIS MATTER is before the Court pursuant to Appeal of Judge Decision. timely filed March 23, 2020, amended by Amendment, filed May 6, 2020, appealing the Amended Judgment dated March 10, 2020, filed March 19, 2020, of the Magistrate Judge in the Small Claims Division in Case No. SX-2020-SM-00022. For the reasons that follow, the Judgment of the Small Claims Division is affirmed.

The record reviewed on appeal consists of the original electronic case file in the Virgin Islands Judiciary C-Track Case Management System for Case No. SX-2020-SM-00022, including the Clerk's Exhibit List, the Amended Judgment of the Magistrate Judge, and all evidence taken, consisting of the oral testimony of the parties, by the Magistrate Judge at the trial held March 10, 2020, set out in the digital copy of the oral FTR recording of that proceeding.

Having reviewed the record as described above and finding no clear error in the factual findings of the Magistrate Judge and no error in the application of law to those facts, and that the Amended Judgment should be affirmed for the same reasons elucidated by the Magistrate Judge at the trial, pursuant to V.I. Super. Ct. R. 322(c)(5)(i), it is hereby

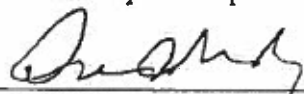
ORDERED, ADJUDGED and DECREED that the March 10, 2020 Amended Judgment in SX-2020-SM-00022, awarding Judgment in favor of Plaintiff/Counter-Defendant in the amount of \$2,850.00 on his Complaint, offset by Judgment in favor of Defendant/Counter-Plaintiff in the amount of \$1,144.00 on her Counterclaim, for a total net Judgment in favor of Plaintiff/Counter-Defendant Victor Sylvester Matthew against Defendant/Counter-Plaintiff Janet Julien in the amount of \$1,706.00, is AFFIRMED. It is further

ORDERED that a copy of this Judgement be served upon the parties.

DATED: March 21, 2022

ATTEST: TAMARA CHARLES  
Clerk of the Court

By:   
Court Clerk/Supervisor

  
DOUGLAS A. BRADY, JUDGE

CERTIFIED TO BE A TRUE COPY  
This 22<sup>nd</sup> day of March, 2022  
TAMARA CHARLES  
CLERK OF THE COURT

By:  Court Clerk 

JA00007

**FILED**

March 10, 2020  
TAMARA CHARLES  
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

**VICTOR SYLVESTER MATTHEW,**  
  
**Plaintiff/Counter-Defendant,**  
  
v.  
  
**JANET JULIEN,**  
  
**Defendant/Counter-Plaintiff.**

CASE NO. SX-2020-SM-22  
  
ACTION FOR DEBT

**AMENDED JUDGMENT**

**THIS MATTER** came before the Court for a hearing on March 10, 2020. Plaintiff, Victor Matthew, appeared personally. The Defendant, Janet Julien, appeared personally. After receiving testimony from the parties, the Court found that the Defendant owes Plaintiff for the value of the work performed. The Court also found that the Defendant is entitled to credit for the work that was not completed. Accordingly, the premises having been considered, and the Court otherwise being fully advised, it is hereby

**ORDERED** that a Judgment shall be entered in favor of the Plaintiff and against the Defendant on Plaintiff's Complaint's in the amount of \$2,850.00; and it is further


**ORDERED** that a Judgment shall be entered in favor of the Defendant and against the Plaintiff on Defendant's Counter-Claim in the amount of \$1,144.00; accordingly, it is

**ORDERED** that because Plaintiff's Complaint is off-set by Defendant's Counter-Claim, Defendant will pay the balance of \$1,706.00 to the Court's registry; and it is finally

**ORDERED** that a copy of this Judgment shall be served on the parties.

Dated: March 10, 2020

  
**ERNEST E. MORRIS, JR.**  
Superior Court Magistrate Judge

ATTEST:  
TAMARA CHARLES  
Clerk of the Court  
By:   
Court Clerk II

JA00008

# Case View SX-2020-SM-00022

## Details

**Case Number** SX-2020-SM-00022  
**Title** MATTHEW v. JULIEN  
**Classification** Civil - Small Claims - Debt  
**Filed Date** 02/10/2020 11:00 PM  
**Case Status** Judgment  
**Status Date** 03/10/2020 3:23 PM  
**Sibling** SX-2020-RV-00003  
**Court** Superior Court of the Virgin Islands  
**Assignment** Hon. Ernest Morris  
**Disposition Type** Judgment  
**Disposition Method** Judgment Entered

## Parties

Role	Name	Aliases	City	State	Status	Pro Se	Attorneys
Plaintiff	VICTOR SYLVESTER MATTHEW		CHRISTIANSTED	Virgin Islands, U.S.	Active	<input type="checkbox"/>	
Defendant	JANET JULIEN		CHRISTIANSTED	Virgin Islands, U.S.	Active	<input type="checkbox"/>	

2 Record(s)

## Docket Entries

Submitted Date	Type	Subtype	Description	Submitted By
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24 Record(s)

JA00009

Submitted Date	Type	Subtype	Description	Submitted By
02/10/2020	Initiating Document	Litigant Personal Data Form	Civil Litigant Personal Data Form	
02/10/2020	Notice	Notice Of Hearing Issued	NOTICE OF HEARING ISSUED TO PLAINTIFF VICTOR MATTHEW	
02/10/2020	Hearing	Small Claims Hearing Scheduled	SMALL CLAIMS HEARING SCHEDULED 03/10/2020 09:30 A.M.	
02/10/2020	Service	Summons Issued	SUMMONS ISSUED TO DEFENDANT JANET JULIEN	
02/10/2020	Initiating Document	Complaint	Verified Complaint Received	
02/10/2020	Initiating Document	Docket Letter Processed	Docket Letter Processed	
02/10/2020	Initiating Document	Civil Complaint	Converted Claims	
02/22/2020	Initiating Document	Counterclaim Received	Counterclaim Received	JANET JULIEN 
02/22/2020	Service	Summons Issued	Summons Issued	
02/22/2020	Financial	Payment Received	Receipt #: 189816 Payor: JANET JULIEN, Amount: \$50.00	
02/24/2020	Service	Summons Received	Summons Received - SERVED	Marshal Division
03/10/2020	Order	Small Claims Judgment	Small Claims Judgment Signed	Morris, Ernest, Hon. 
03/10/2020	Disposition	Amended Judgment Signed	Amended Judgement Signed to correct Judgment amount of \$2,850.00	Morris, Ernest, Hon. 
03/10/2020	Financial	Payment Received	Receipt #: 190608 Payor: JANET JULIEN, Amount: \$5.00	
03/10/2020	Hearing	Record Of Proceeding	Record Of Proceeding completed by SB	
03/10/2020	Notice	Notice of Entry of Judgment/Order	Notice of Entry of Judgment/Order	
03/17/2020	Financial	Payment Received	Receipt #: 190928 Payor: JANET JULIEN, Amount: \$50.00	

24 Record(s)

JA00010

Submitted Date	Type	Subtype	Description	Submitted By
03/17/2020	Transcript	FTR Transcript Requested	FTR Transcript of March 10, 2020 Requested and signed by Janet Julien	JULIEN, JANET V.
07/21/2020	Transcript	Electronic Transcript Of Proceedings	Electronic Transcript Of Proceedings held March 10, 2020 Received.	IT
11/17/2021	Financial	Payment Received	Receipt #: 213443 Payor: JANET JULIEN, Amount: \$10.00	
04/20/2022	Notice	Notice Of Appeal Received	Notice Of Appeal and Supreme Court Docketing Order Received from the Supreme Court. Appeal Docketed as SCT-Civ-2022-0023.	Supreme Court of the VI
05/03/2022	Transcript	FTR Transcript Requested	FTR Transcript for March 10, 2020 Hearing Requested.	JANET JULIEN
05/03/2022	Financial	Payment Received	Receipt #: 220710 Payor: JANET JULIEN, Amount: \$50.00	
07/06/2022	Financial	Payment Received	Receipt #: 223628 Payor: JANET JULIEN, Amount: \$16.00	
24 Record(s)				

## Hearings

Hearing Date	Location	Hearing Type	Hearing Status	Assignment
03/10/2020 9:30 AM	St. Croix	Hearing	Hearing Scheduled	Morris, Ernest, Hon.
1 Record(s)				

## Judgments

Judgment Date	Disposition Type	Status	For Parties	Against Parties	Amount
03/10/2020	Judgment for Plaintiff	Active	VICTOR SYLVESTER MATTHEW	JANET JULIEN	\$1,706.00
1 Record(s)					

JA00011

## Assessments

Assessment Date	Assessment Number	Name	Status	Due From	Assessed Amount
02/10/2020	00000038	Small Claims Complaint	Satisfied	VICTOR SYLVESTER MATTHEW	\$50.00
02/10/2020	00000043	Service Of Summons	Satisfied	VICTOR SYLVESTER MATTHEW	\$50.00
02/22/2020	00123697	Service Of Summons	Satisfied	JANET JULIEN	\$50.00
03/17/2020	00125754	Miscellaneous Revenues	Satisfied	JANET JULIEN	\$50.00
05/03/2022	00232771	Electronic Transcript	Satisfied	JANET JULIEN	\$50.00
07/05/2022	00238962	Copy Fee	Satisfied	JANET JULIEN	\$16.00
6 Record(s)					

## Receipts

Receipt Date	Receipt Number	Payor	Payment Methods	Status	Amount
02/10/2020	00120364	MATTHEW, VICTOR SYLVEST	Credit Card	Posted	\$100.00
02/22/2020	189816	JANET JULIEN	Cash	Posted	\$50.00
03/10/2020	190608	JANET JULIEN	Cash	Posted	\$5.00
03/17/2020	190928	JANET JULIEN	Credit Card - POS	Posted	\$50.00
11/17/2021	213443	JANET JULIEN	Credit Card - POS	Posted	\$10.00
05/03/2022	220710	JANET JULIEN	e-check	Posted	\$50.00
07/06/2022	223628	JANET JULIEN	e-check	Posted	\$16.00
7 Record(s)					

JA00012

## Warrants

Issued Date	Warrant Type	Warrant Status	Issued For	Returned Date
<i>No records were found.</i>				

JA00013

# Case View SX-2020-RV-00003

## Details


**Case Number** SX-2020-RV-00003  
**Title** Janet V. Julien v. Victor S. Matthew  
**Classification** Appeal - Appeal - Magistrate Appeal  
**Filed Date** 03/17/2020 12:33 PM  
**Case Status** Case Closed  
**Status Date** 03/22/2022 4:24 PM  
**Sibling** SX-2020-SM-00022  
**Court** Superior Court of the Virgin Islands  
**Assignment** Hon. Douglas A. Brady  
**Disposition Type** Affirmed  
**Disposition Method** Disposition Order

## Parties

Role	Name	Aliases	City	State	Status	Pro Se	Attorneys
Appellant	JULIEN, JANET V.		CHRISTIANSTED	Virgin Islands, U.S.	Active	<input type="checkbox"/>	
Appellee	VICTOR MATTHEW		CHRISTIANSTED	Virgin Islands, U.S.	Active	<input type="checkbox"/>	

2 Record(s)

## Docket Entries

Submitted Date	Type	Subtype	Description	Submitted By
03/17/2020	Initiating Document	Notice of Appeal	Notice of Appeal filed by Janet Julien	

17 Record(s)

JA00014



Submitted Date	Type	Subtype	Description	Submitted By
03/17/2020	Financial	Payment Received	Receipt #: 190944 Payor: JANET V. JULIEN, Amount: \$50.00	
03/17/2020	Transcript	FTR Transcript Requested	FTR Transcript of March 10, 2020 Requested and signed by Janet Julien	JULIEN, JANET V.
03/19/2020	Notice	Notice of Filing	Copy of Final Judgment in Case No. SX-2020-SM-00022.	
03/20/2020	Initiating Document	Docket Letter Processed	Docket Letter Issued to the Parties	
03/23/2020	Notice	Notice Of Appeal Received	Appeal of Judge Decision refiled. Second page excluded in error filed by Janet Julien	JULIEN, JANET V.
03/23/2020	Superior Court Transmittal	Other	Receipt for Service of Docketing Letter upon Janet Julien on March 23, 2020.	
05/06/2020	Notice	Notice of Filing	Amendment dated May 4, 2020 filed by Janet Julien	JULIEN, JANET V.
07/21/2020	Transcript	Electronic Transcript Of Proceedings	Electronic Transcript Of Proceedings held March 10, 2020 Received.	IT
07/22/2020	Action	Receipt Executed	Receipt for Service of FTR Recording of March 10, 2020 to Janet V. Julien prepared.	
08/14/2020	Service	Return of Service Received	Return of Receipt for Service of Document dated July 22, 2020 Received	
03/21/2022	Order	Judgment	Judgment of the Court Signed by Douglas A. Brady.	
03/22/2022	Notice	Notice of Entry of Judgment/Order	Notice of Entry of Judgment/Order	
04/20/2022	Notice	Notice Of Appeal Received	Notice Of Appeal and Supreme Court Docketing Order Received from the Supreme Court. Appeal Docketed as SCT-Civ-2022-0023.	Supreme Court of the VI
04/27/2022	Superior Court Transmittal	Certified Docket Sheet	Certified Superior Court Docket Sheet and Final Judgment Entered March 22, 2022 Forwarded to the Supreme Court	

17 Record(s)

JA00015

Submitted Date	Type	Subtype	Description	Submitted By
05/11/2022	Notice	Notice From The Supreme Court Regarding Appeal Received	Supreme Court Scheduling Order Received	VI Supreme Court
05/11/2022	Superior Court Transmittal	Superior Court Record	Superior Court E-Record Forwarded to the Supreme Court	
17 Record(s)				

## Hearings

Hearing Date	Location	Hearing Type	Hearing Status	Assignment
<i>No records were found.</i>				

## Lower Courts

Lower Court Case Number	Lower Court Name	Lower Court Case Title	Decisions
<i>No records were found.</i>			

## Receipts

Receipt Date	Receipt Number	Payor	Payment Methods	Status	Amount
03/17/2020	190944	JULIEN, JANET V.	Cash	Posted	\$50.00
1 Record(s)					

JA00016

**FILED**

February 11, 2020 12:00 AM  
SX-2020-SM-00022  
TAMARA CHARLES  
CLERK OF THE COURT

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS**

Division of St. Croix

340 423-7666  
Victor Matthew  
264 Clifton Hill  
Kingshill St STX 00850

Plaintiff(s),

Case No. SX. 20.SM. 22

SMALL CLAIMS COMPLAINT

Jinet Julien  
340-690-4272

ACTION FOR DEBT/DAMAGES

24 Lowry Hill STX Defendant(s).

**FACTS**

In plain and simple language, describe the facts and events that led to this action for debt/damages and give all dates of the events. Be as accurate and specific as possible. You may attach additional sheets if there is not enough space. If your facts are supported by any documents, you should attach originals and bring the copies with you to trial.

In June of 2019 Mrs. Julien and I entered an agreement where I would remove old kitchen cabinets and replace with new ones, remove tiles from kitchen and dining area and replace with new ones. The total labor cost for the project was \$6000. Mrs. Julien provided materials. There was an additional cost of \$1200 to relocate the electrical panel but seeing that Mrs. Julien could not afford the additional cost I reduced it to \$850. Mrs. Julien has paid a total of \$4150.00 to date but refuses to pay the balance of \$2850.00 I am requesting the balance of \$2850.00 be paid in full.

Check here if have attached additional pages

**CLAIM**

Based on these facts, I claim the following amount as damages: \$ 2,850.00, excluding the costs of bringing this action. I waive any amount that exceeds \$10,000.00, excluding the costs of bringing this action. I request that this case be heard in the Small Claims Division, rather than the Civil Division.

Date: 2-11-2020

Print Name: Victor MATTHEW

Signature: [Signature]

Physical/Mailing Address: 264 Clifton Hill STX

Phone Number: 340 423 7066

FILED 2/11/2020  
FEE PAID 100-  
BY [Signature]

JA00017

**FILED**

February 22, 2020 01:50 PM  
SX-2020-SM-00022  
TAMARA CHARLES  
CLERK OF THE COURT

COMPLAINT

Counter-Claim

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF St. Croix

2020 FEB 22 AM 2:27  
SUPERIOR COURT  
ST. CROIX DISTRICT

Victor Sydney Matthew (Plaintiff)  
#264 Cliff Top Hill  
340-423-7068  
Janet Julien (Defendant)  
340-690-4272

CASE NO. SX-20-SM-0000022

ACTION FOR: Debt

I JANET JULIEN Hired Victor's Matthew to  
complete my kitchen cabinets, counter granite and to  
tile my kitchen floor tanning PM Floor.  
I have already received all of the measurements from  
Home depot ~~at~~ Durham north Caroline, Mr. Matthew took  
a down payment of 2,000.00 and never came back to  
start the work until I called him to find out  
what happen. Mr. Matthew cut all of my cabinet  
measurement down which he wasn't suppose to do  
which left me with the refrigerator for ~~the~~ unable  
to tile the back splash wall for the counter top  
which I had to have him remove the new tiles beca

Wherefore the said Plaintiff claims Judgment of the sum of 5,000.00

DATED: 2/21/2020

Janet Julien  
Plaintiff

FILED 2/21/2020  
FEE PAID 50-  
BY CP

#24 Hooky Hill  
Address  
JA00018

He spoiled the wall with the new tiles because he didn't seal the tiles before he crout the which cause the grout to run on the natural stone tiles

I had to buy new tiles for him to complete the job again:  
② He cut my electrical wire to my appliances, with out asking me to make changes, since he wasn't electrician I stop him from proceed. and call in a professional to complete the work

② <sup>He</sup> remove ITEMS from my Home in chided material.

I have already gave Mr. Matthews 4,000.00

Mr. Matthews was support to complete A Bar but from grout te. which he never did. I had to call other work men to complete that also. Mr. Mathew broke the grout when he was doing the insulation he never seal the counter top, He use grease release do the job, and request that I pay for sealer.

I gave Mr. Mathew my Refrigerator; stove and I was like the rest of them

JA00019

CLERK OF DISTRICT COURT  
2020 MAY -6 PM 1:52

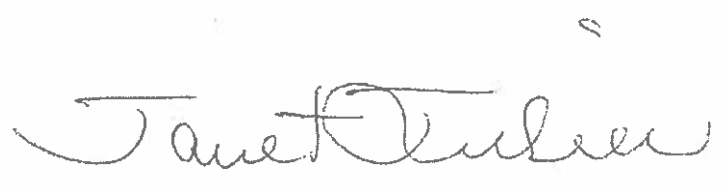
Amendment

Case NO: SX-20-SM-0000022

May 4, 2020.

Mr. Victor Mathew mention in court that he told me to purchase three slabs of granite, which was not true. Mr. Matthew measured the kitchen counter and told me to purchase two slob of granite, because he had a piece of the same pattern that I was looking to purchase from Alicia Jones of Builders Home in Miami FL. And that he can used that piece in the kitchen and took the other piece and covered the bar top.

I asked Mr. Matthew if he was sur that he had the same pattern of granite and he told me yes. Mr. Matthew texted me a Kitchen with the same exact pattern on June 9, 2019 which is on file at the court. After waiting on Mr. Matthew to bring the piece of granite and he never did. Weeks later Mr. Matthew brought a piece of damage granite not the color of which he told me he had, it was yellow, gray, and white which did not match my décor.



JA00020

5439

- Track Your Expenses:
- Auto Travel
  - Education
  - Medical/Dental
  - Business
  - Entertainment
  - Savings
  - Charities
  - Food
  - Taxes
  - Clothing
  - Home
  - Utilities
  - Dependents' Care
  - Insurance
  - Other

BAL. FOR D	ITEM AMOUNT	BALANCE	DEPOSIT FOR D

Duplicate or photocopied images may appear faint.

TAX DEDUCTIBLE ITEM

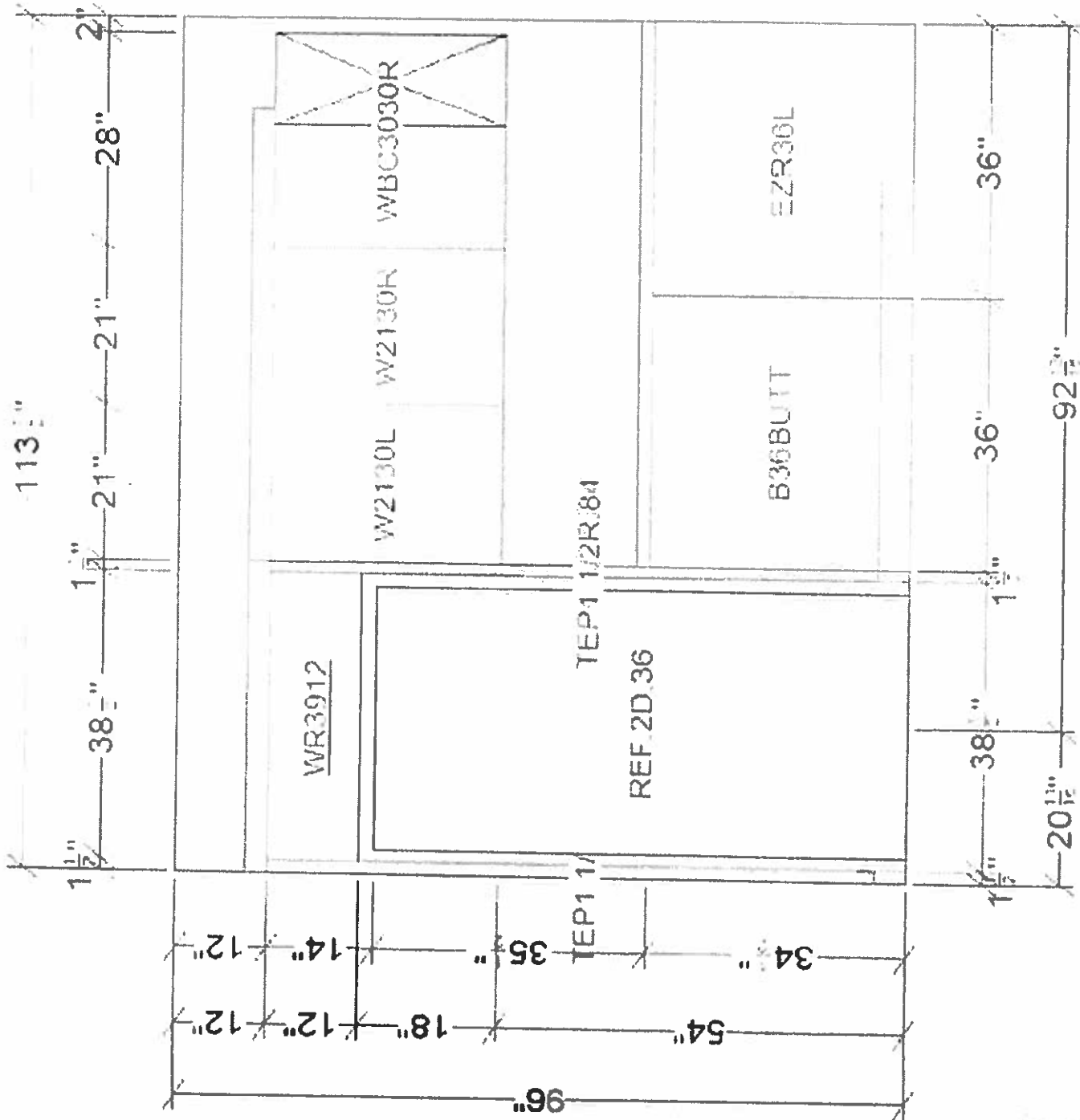
Verify

Please enter and mail my year account number will not be printed on this copy

NOT NEGOTIABLE

DEFENDANT'S EXHIBIT

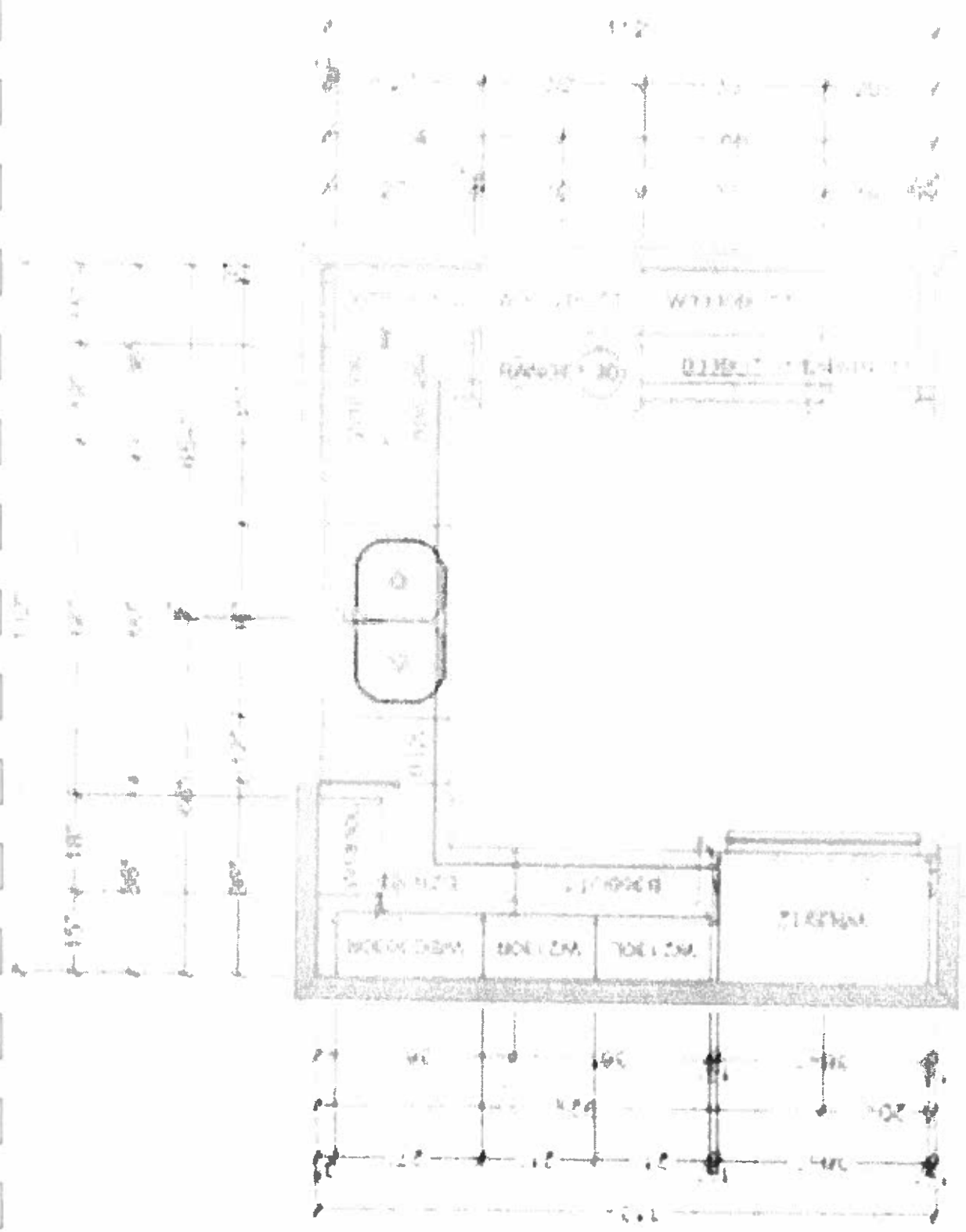
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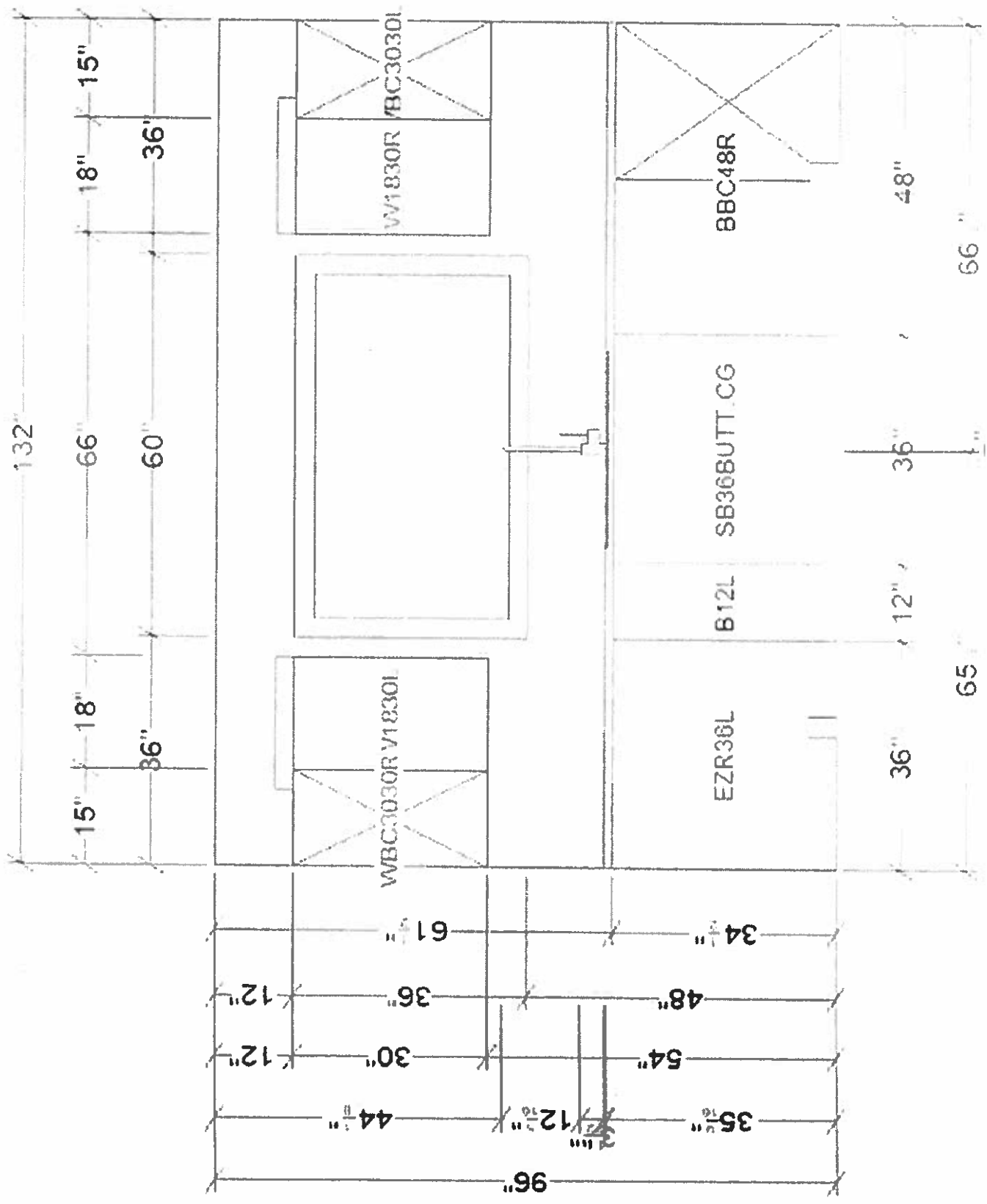
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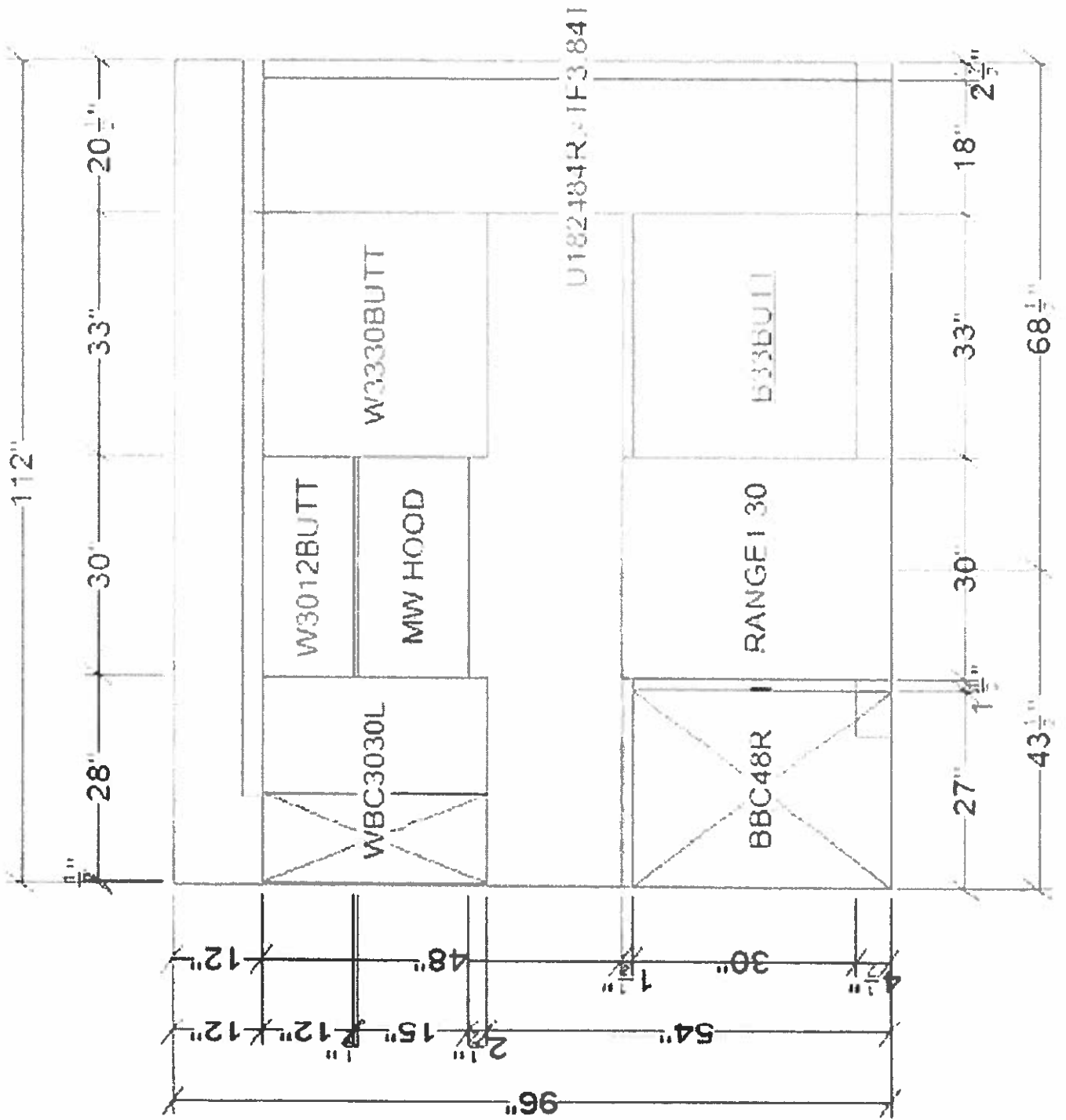




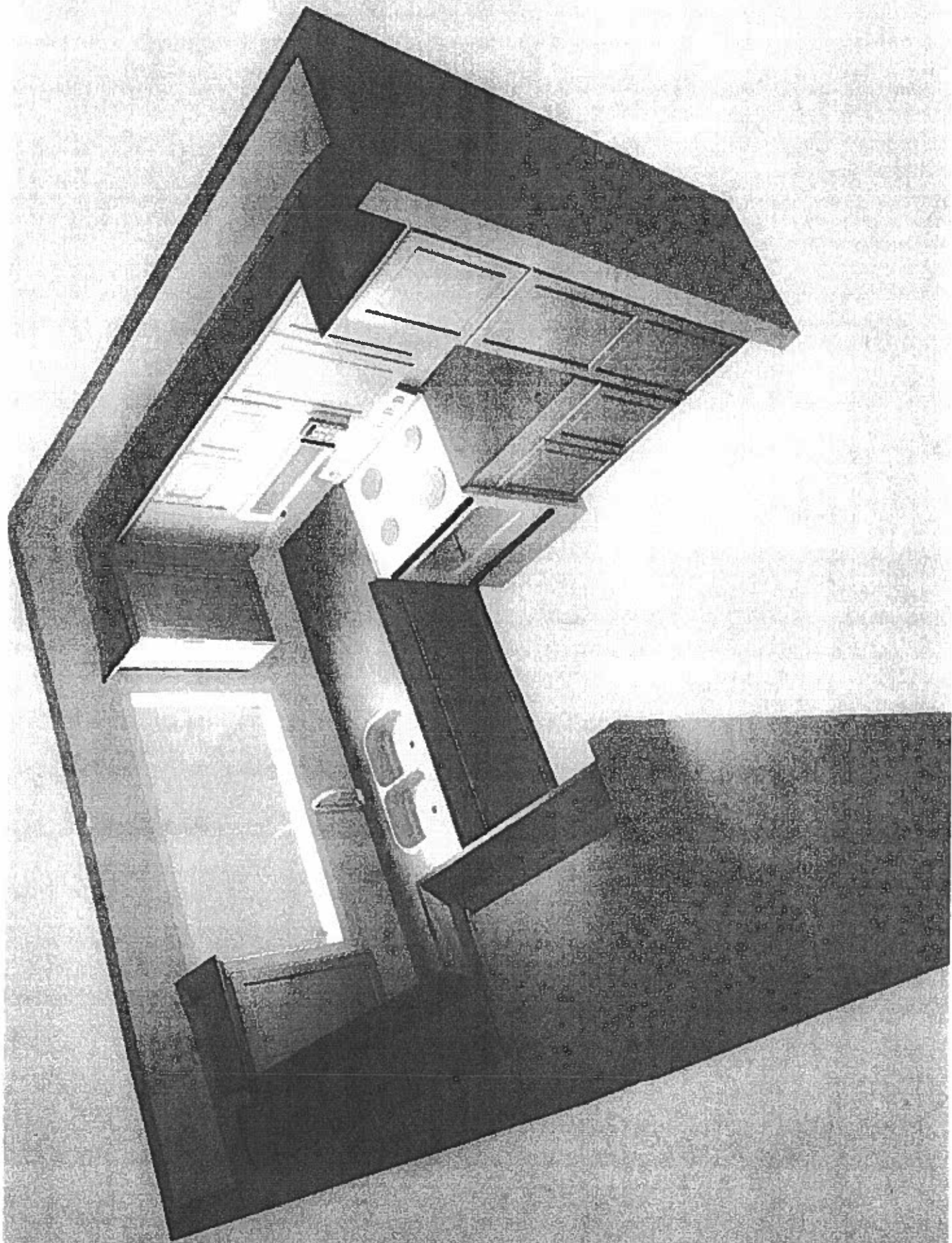
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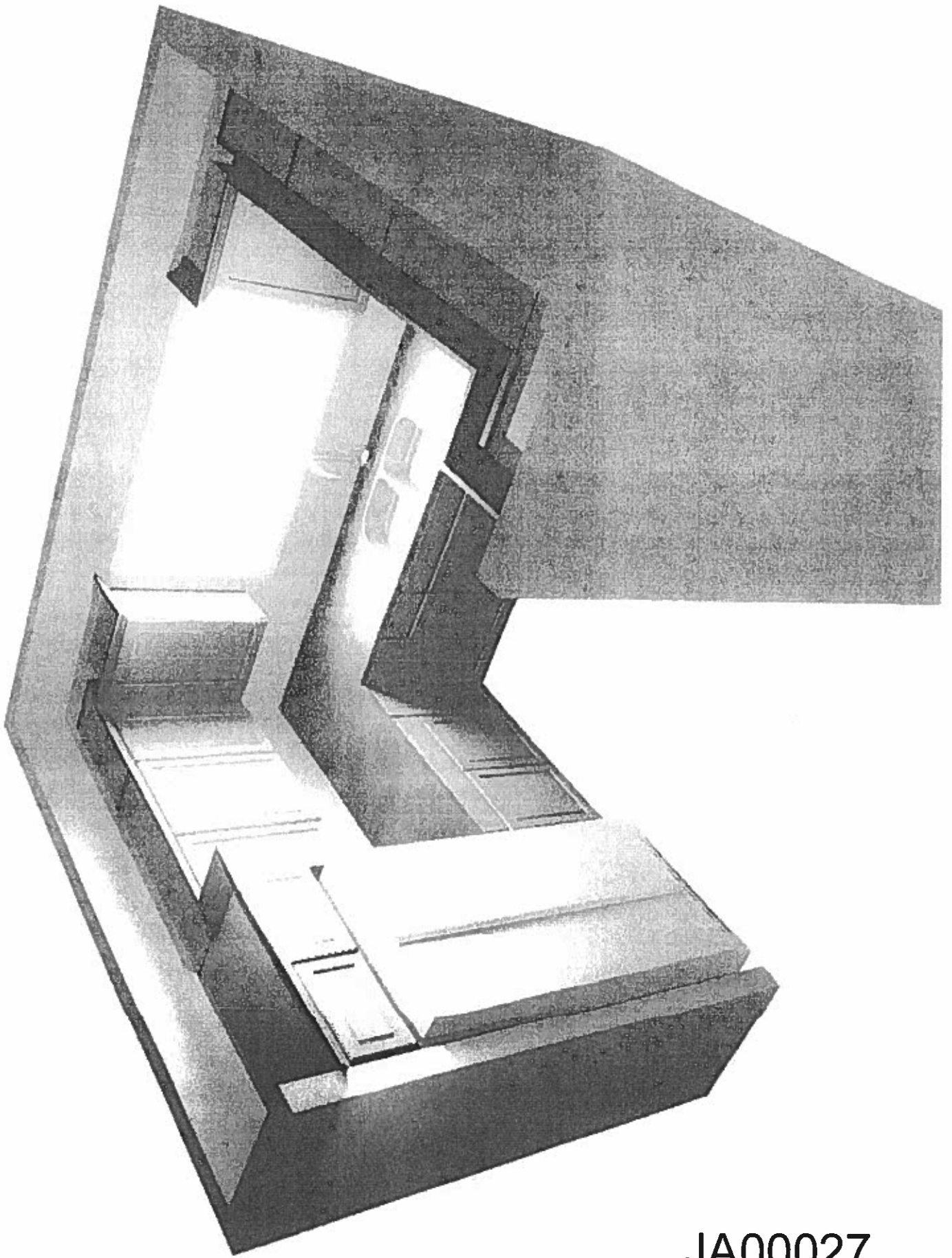
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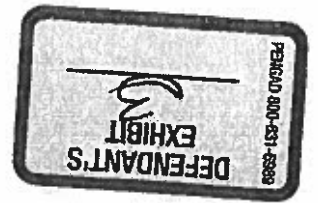
JA00025



JA00026



JA00027



8A00028

**Esprit maintenance**

"No Job too Small"

P.O. Box 223037  
 Christiansted, St. Croix, V.I. 00822  
 Phone (340) 201-8556 (340) 719-1723

Bill To:

Company Name Janet Julien  
 Street Address 24 Lowry Hill  
 City, ST ZIP Code christiansted 00822  
 Phone (340) 778-0370

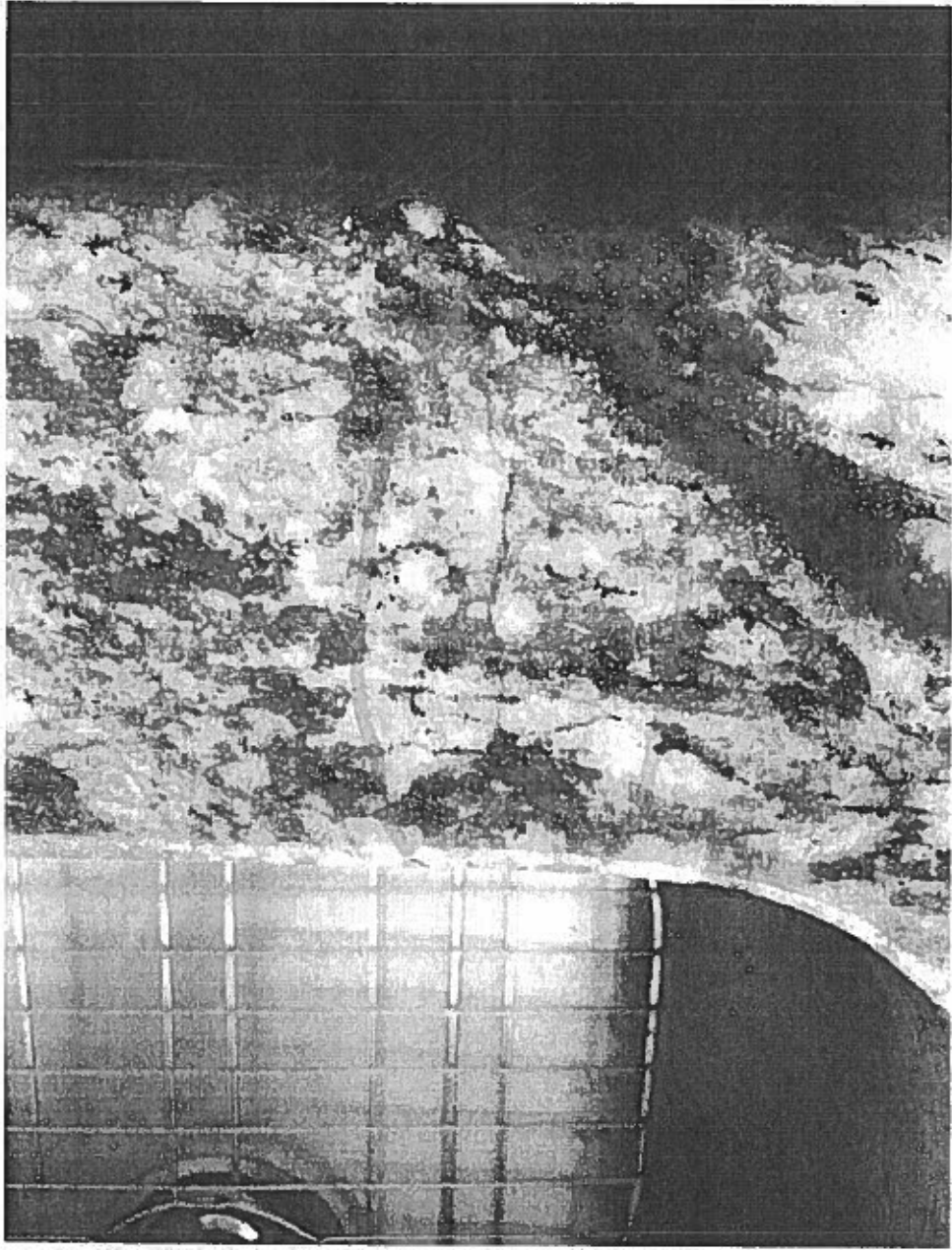
Date 30  
 20-Sep-19

Amount	Description
\$260.00	complete repair on refrigerator cabinet to get refrigerator to fet with labor cost
Total \$260.00	payable to PETER ESPRIT

If you have any questions or concerns about this quote please contact me at (340) 201-8556, or pwespritt@yahoo.com  
 Make cheque payable to PETER ESPRIT

Thank You For Your Business

MCB-Bureau, N. L.  
DEFENDANT'S  
EXHIBIT  
4

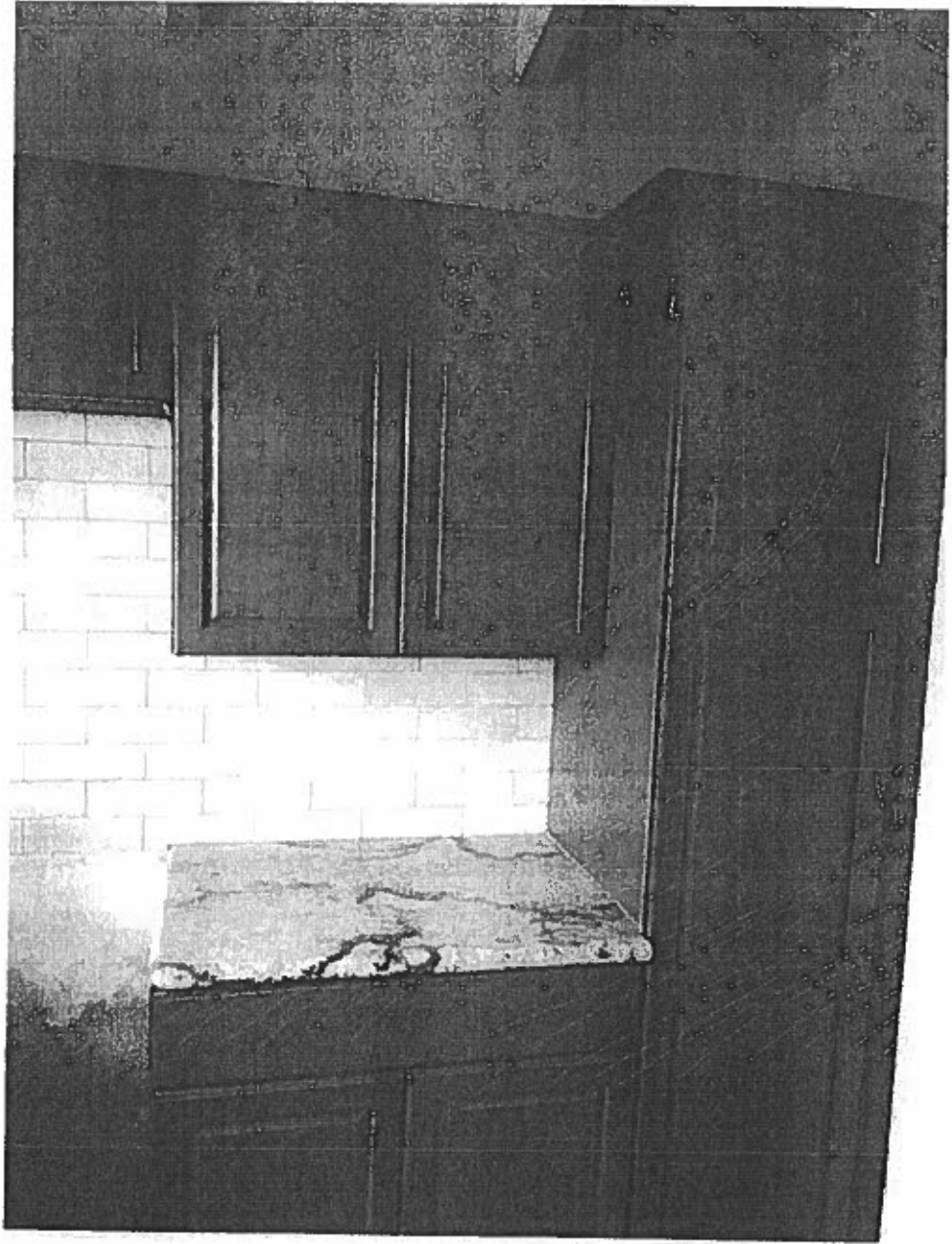


*Crack in the ground*

3

JA00029

Spot Back Stage



DEFENDANT'S  
EXHIBIT  
5

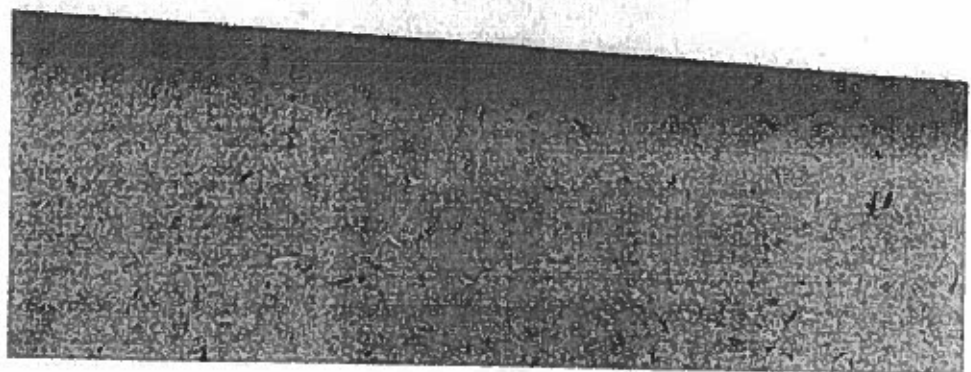
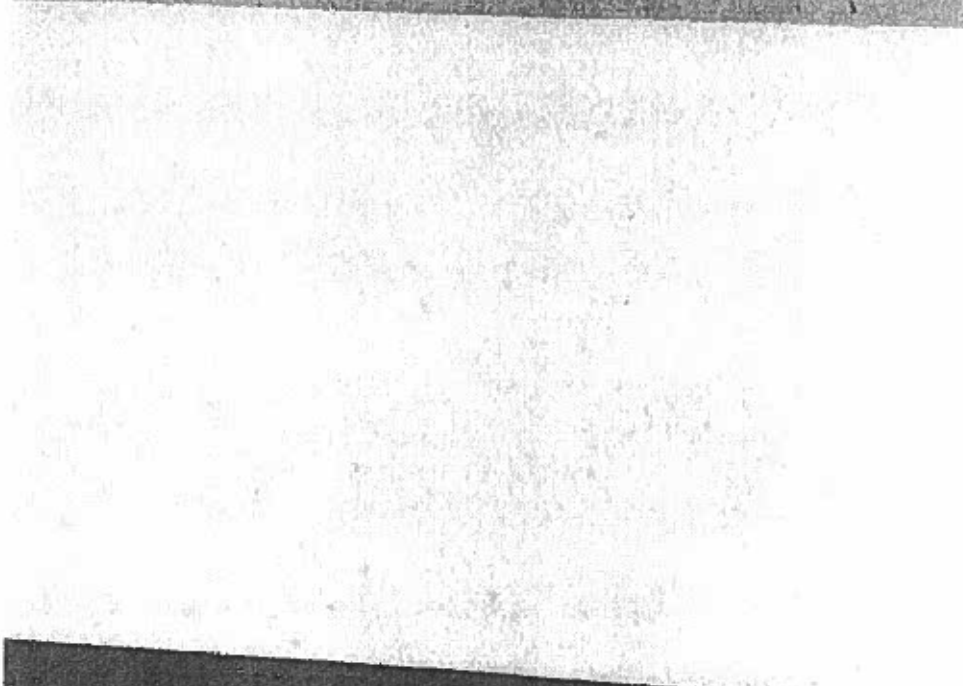
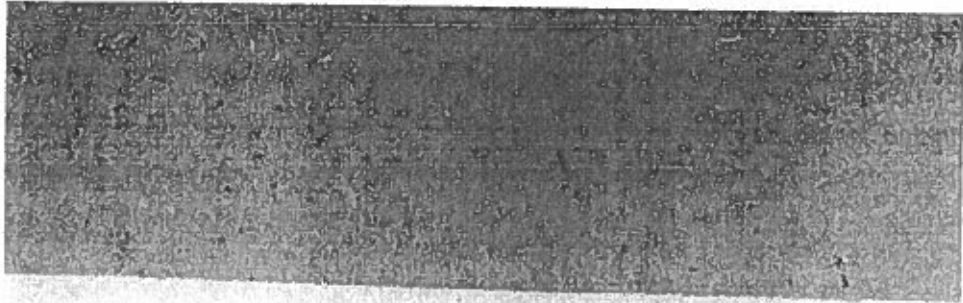
6899-101-000 02889

JA00030



②

Tile that was speid 2



JA00031

# HOMEBUILDERS EXPORT CORP.

13727 S.W. 152 ST. PMB 269  
MIAMI, FL. 33177  
PH:(305) 378-8961, FAX: (305) 378-1816  
email: hbexport@bellsouth.net

*George*

## Invoice

DATE	INVOICE NO.
7/2/2019	8699

<b>BILL TO</b>
JANET JULIEN ST. CROIX. USVI 340-690-4272

<b>SHIP TO</b>
PARADISE FREIGHT MEDLEY, FL

P.O. NO.	TERMS	SHIP DATE	SHIP VIA	FOB
		7/2/2019		MIAMI

DESCRIPTION	QTY	RATE	AMOUNT
BOX- BACK SPLASH TILE SERENE IVORY-LIMESTONE TILE	288	1.49	429.12
<b>Total</b>			\$429.12



JA00032

# MEBUILDERS EXPORT CORP.

# Invoice

7 S.W. 152 ST. PMB 269  
 MI, FL. 33177  
 (305) 378-8961, FAX: (305) 378-1816  
 Email: hbexport@bellsouth.net

*WR*  
 180106

DATE	INVOICE NO.
7/24/2019	8716

<b>BILL TO</b>
JANET JULIEN ST. CROIX, USVI 340-690-4272

<b>SHIP TO</b>
PARADISE FREIGHT MEDLEY, FL.

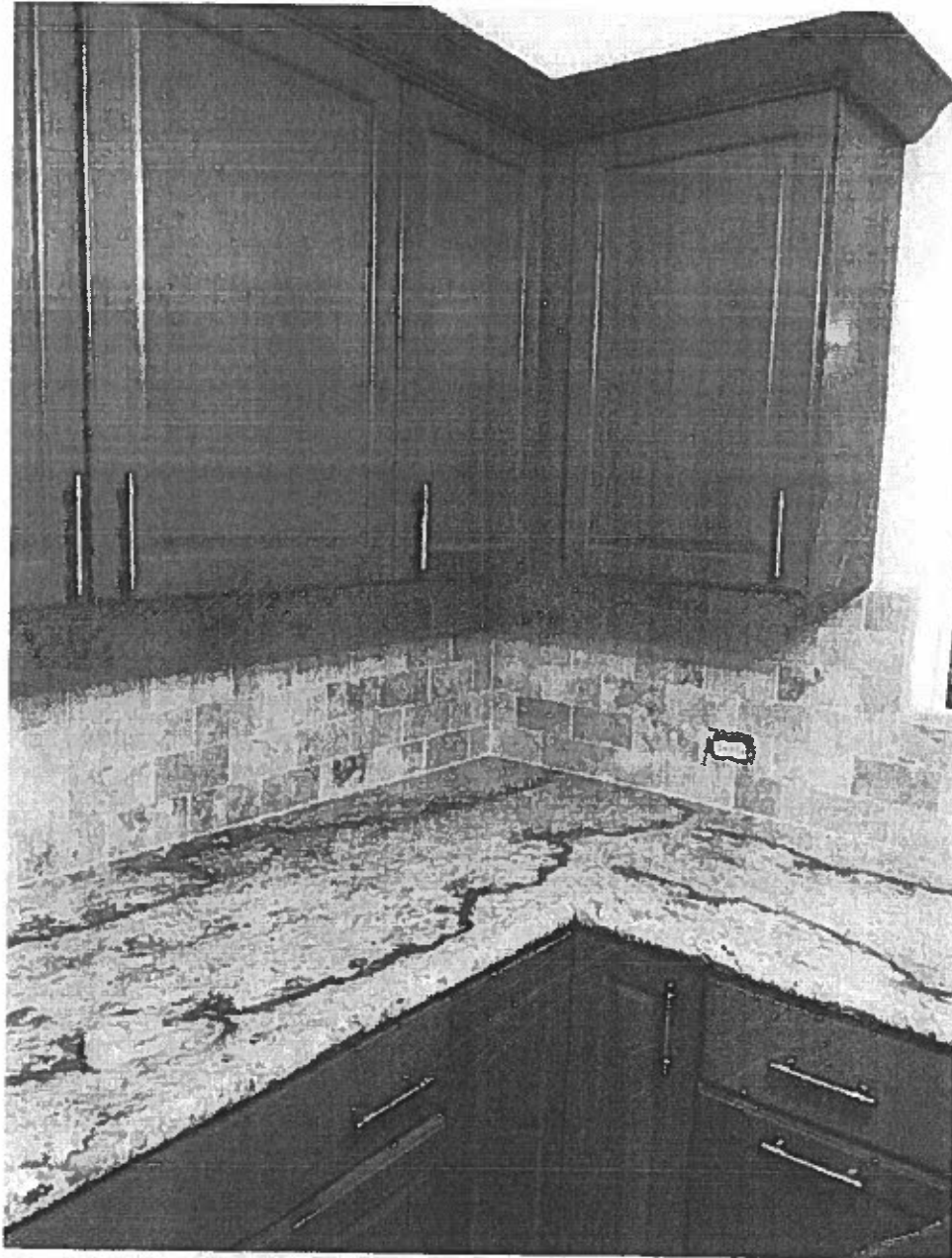
P.O. NO.	TERMS	SHIP DATE	SHIP VIA	FOB
		7/24/2019		MIAMI

DESCRIPTION	QTY	RATE	AMOUNT
MARBLE CAPPUCCHINO BEIGE 3X6 POLISHED TILE	400	0.69	276.00
SEI IMPREGNATOR	1	15.14	15.14
SALES TAX	1	20.38	20.38
<b>Total</b>			\$311.52



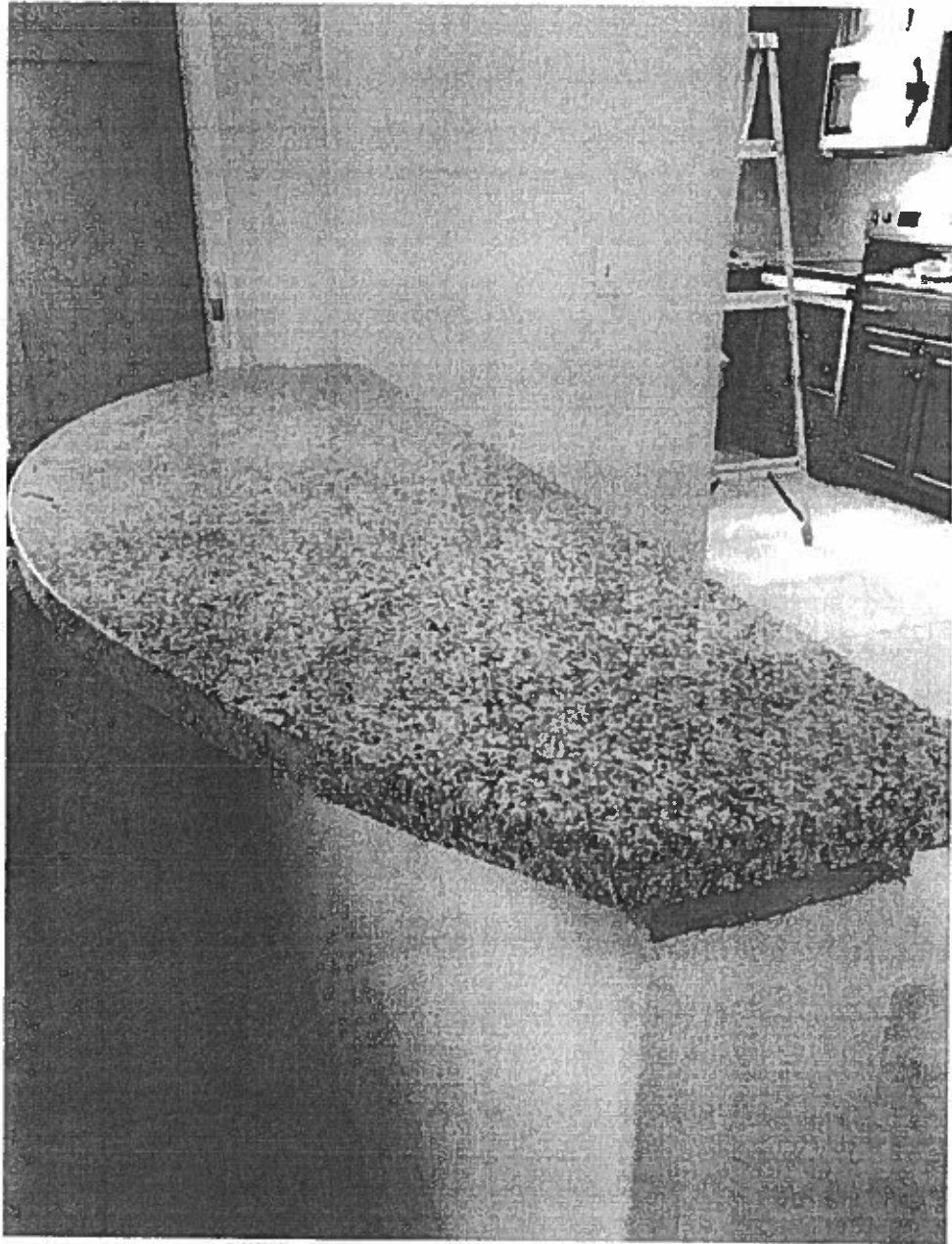
JA00033

*New Front*



JA00034

Mr. Victor Matthews did not complete covering the bar top with granite



This is the bar top that was left.



JA00035

PERCAD 800-831-8888  
**DEFENDANT'S  
 EXHIBIT**  
 10

5444

- ✓ Track Your Expenses...
- Auto/Travel
  - Business
  - Charities
  - Clothing
  - Dependent Care
  - Education
  - Entertainment
  - Food
  - Home
  - Insurance
  - Medical/Dental
  - Savings
  - Taxes
  - Utilities
  - Other

Duplicate is produced using soy-based inks.  
 Images may appear light.

TAX DEDUCTIBLE ITEM

Memo \_\_\_\_\_

For enhanced security your account number will not be printed on this copy

BAL FOR D	
ITEM AMOUNT	
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NOT NEGOTIABLE

JA00030

5445

- Track Your Expenses
- Auto/Travel
  - Business
  - Charities
  - Checking
  - Dependent Care
  - Education
  - Entertainment
  - Food
  - Home
  - Insurance
  - Medical/Dental
  - Savings
  - Taxes
  - Utilities
  - Other

Duplicate is produced using soy-based inks. Images may appear light.

TAX DEDUCTIBLE ITEM

Memo

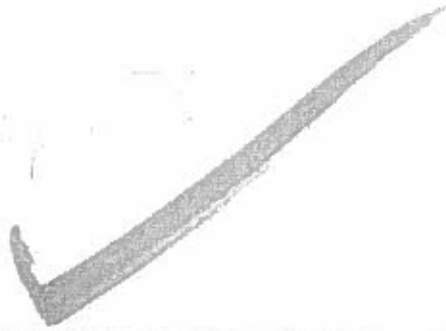
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ITEM	
AMOUNT	
BALANCE	
DEPOSIT	
FOR'D	

NOT NEGOTIABLE

JA00037

5367



counter

DEFENDANT'S  
EXHIBIT  
11

JA00038



1:20



Victor >

Okay

Fri, Aug 9, 6:09 PM

I received the light rail.

Ok I will come on Monday

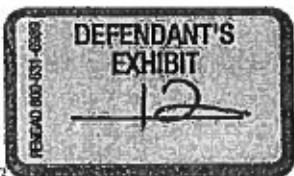
Ok

Mon, Aug 12, 7:19 AM

What time are you coming today?

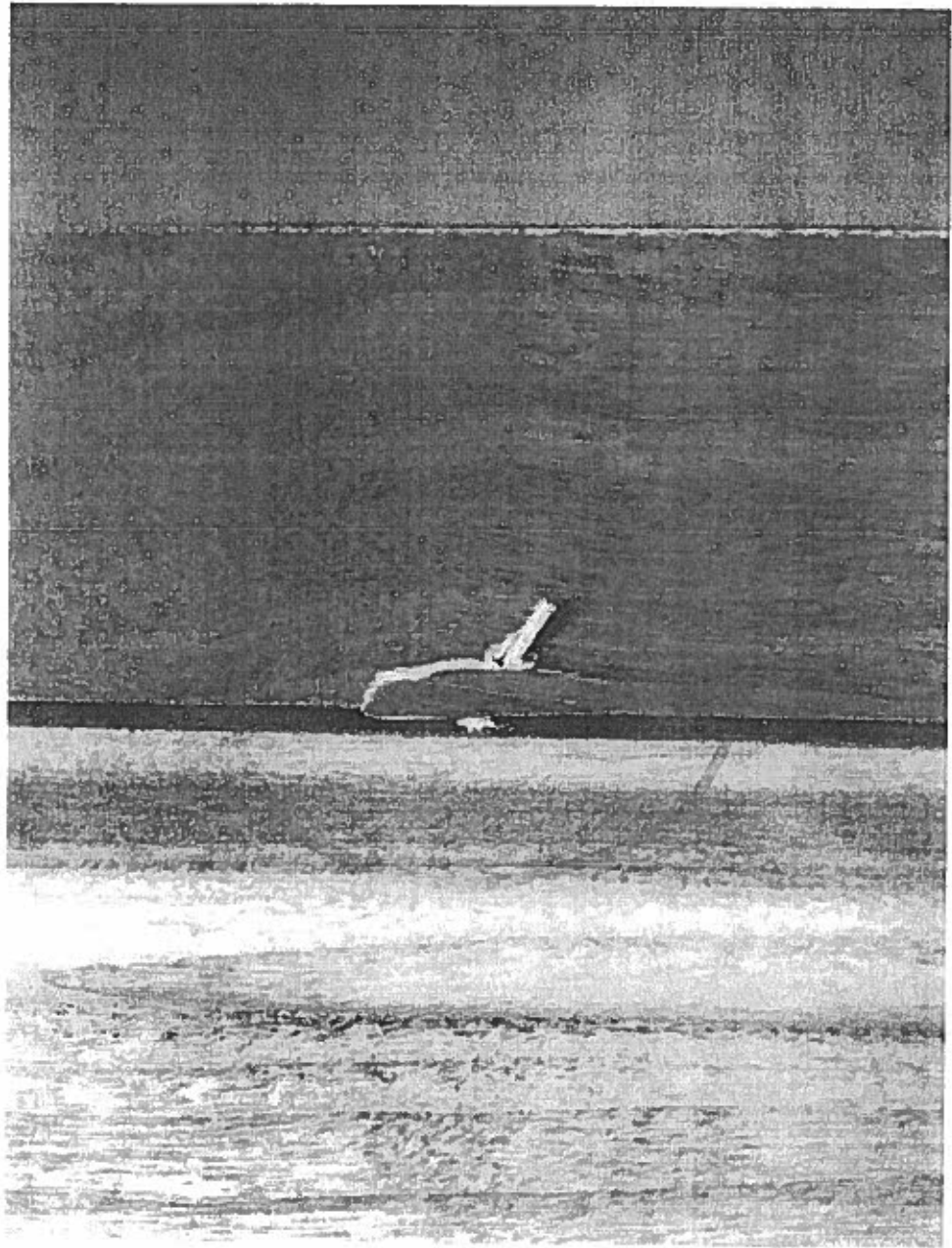
Mon, Aug 12, 4:51 PM

Victor was suppose to come tomorrow to complete the Bar with granite. I need to let him know tonight not to come,



JA00039

✓



*This is the type of work.*

DEFENDANT'S  
EXHIBIT  
13

PERICAD 800-631-6086

JA00040

From: Victor Matthew <sugarmitch4@icloud.com>

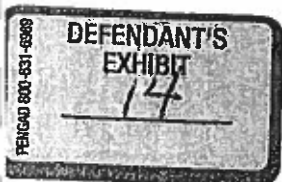
Date: June 9, 2019 at 6:04:47 PM AST

To: janetjulien@hotmail.com

Subject: Julien kitchen project

This is an estimated cost to upgrade kitchen cabinets and floor tiles . To remove existing cabinets and replace with new ones that's \$ 4,800.00 that includes cabinets ,black splash and countertop and removed tiles and installed new ones \$1,200.00 total project cost is \$6,000.00 . Owner provides all materials except adhesive caulking and epoxy for countertop and backsplash. The tiles is kitchen and dining room and also to fabricate and installed bar top .

Sent from my iPhone



JA00041

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IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

VICTOR SYLVESTER MATTHEW, ) SX-2020-SM-00022  
 )  
Plaintiff, ) ACTION FOR DEBT  
 )  
v. )  
 )  
 )  
JANET JULIEN, )  
 )  
Defendant. )

Tuesday, March 10, 2020  
Kingshill, St. Croix

**CERTIFIED DIGITALLY RECORDED TRANSCRIPT**

The above-entitled came on for SMALL CLAIMS HEARING  
before the Honorable ERNEST E. MORRIS, Magistrate Judge,  
in Courtroom Number 203.

**A P P E A R A N C E S:**

**For the Plaintiff:**

Pro se

**For the Defendant:**

Pro Se

THIS TRANSCRIPT REPRESENTS THE PRODUCT OF AN OFFICIAL  
COURT REPORTER, ENGAGED BY THE COURT, WHO HAS  
PERSONALLY CERTIFIED THAT IT REPRESENTS THE TESTIMONY AND  
PROCEEDINGS OF THE CASE AS RECORDED FROM THE FTR.

SANDRA HALL, RMR  
Official Court Reporter II  
(340) 778-9750 Ext. 6609

**TABLE OF CONTENTS****DEFENDANT'S EXHIBITS**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>	<b><u>Marked</u></b>	<b><u>Rec'd</u></b>
No. 1	Check receipt No. 5439	10	14
No. 2	Four drawings and two images	13	14
No. 3	Esprit Maintenance receipt	17	17
No. 4	Image of cracked granite countertop	18	18
No. 5	Photographs	24	24
No. 6	Invoices and receipts	24	24
No. 7	Invoices and receipts	24	24
No. 8	Photograph	25	25
No. 9	Photograph	26	26
No. 10	Check receipts	27	27
No. 11	Photograph	28	28
No. 12	(4) pages of text messages	28	28
No. 13	Photograph	30	30
No. 14	Letter from plaintiff to defendant	53	53

**MISCELLANY**

	<b>Page</b>
Court's ruling on:	
Plaintiff's claim.....	68
Defendant's counterclaim.....	68
Court reporter's certificate.....	71

JA00043

P R O C E E D I N G S

(Commencing at 11:12 a.m.)

1  
2  
3 THE CLERK: Victor Sylvester Matthew  
4 versus Janet Julien, Case File SX-20-SM-22.

5 Can you both stand and raise your right  
6 hands, please.

7 (Parties duly sworn by the clerk  
8 of the court.)

9 THE COURT: Come to the microphone,  
10 Mr. Matthew.

11 MR. MATTHEW: Good morning, Your Honor.

12 THE COURT: Good morning. State your  
13 full name for the record, please.

14 MR. MATTHEW: Victor Sylvester Matthew.

15 THE COURT: Mr. Matthew, do you have any  
16 witnesses in this matter?

17 MR. MATTHEW: No. Only just some  
18 picture and documents.

19 THE COURT: Okay, I'm going to ask you  
20 to take the witness stand over here.

21 Come to the microphone, Ms. Julien.  
22 State your full name for the record, please.

23 MS. JULIEN: My name is Janet Julien.  
24 Janet Valerie Julien.

25 THE COURT: Do you have any witnesses,

1 Ms. Julien?

2 MS. JULIEN: Yes, I do. She's presently  
3 off island. She's presently off island because of  
4 medical. I don't know if you want to contact her  
5 by phone, or -- she will be back. She told me she  
6 will return in May, the end of May.

7 THE COURT: Well, it was your  
8 responsibility, ma'am, to make a request to the  
9 court to either continue the matter to a time  
10 where she could be present, or to make  
11 arrangements to contact her telephonically. So  
12 we'll see whether or not we need her.

13 MS. JULIEN: Okay. Thank you.

14 THE COURT: Have a seat, ma'am.

15 MS. JULIEN: Okay.

16 THE COURT: We're going to come back to  
17 your case in a moment, but remain seated where you  
18 are.

19 Call this case again.

20 (Recessed at 11:14 a.m.)

21 (This hearing resumed at 11:15 a.m., as follows:)

22 THE CLERK: Victor Sylvester Matthew  
23 versus Janet Julien, Case File SX-20-SM-22.

24 THE COURT: Okay. Mr. Matthew, you  
25 filed a claim against Ms. Julien?

1 MR. MATTHEW: Yes, Your Honor.

2 THE COURT: And what is the basis of  
3 your claim?

4 MR. MATTHEW: In June of 1919,  
5 Ms. Julien hired me to install some cabinets and  
6 tiles at her home.

7 THE COURT: You said 1919?

8 MR. MATTHEW: I mean 2019. Sorry -- to  
9 install some cabinet at her home. The nature of  
10 the situation was that I would remove the existing  
11 cabinets and the tiles that she have on her floor  
12 in the kitchen and the living area.

13 THE COURT: Did you do the work?

14 MR. MATTHEW: Yes, Your Honor.

15 THE COURT: And how much was she  
16 supposed to pay for the work?

17 MR. MATTHEW: She was supposed to pay  
18 \$600 for the service of the cabinet and tile  
19 installation.

20 THE COURT: Did she pay you?

21 MR. MATTHEW: She paid \$4,000 so far.

22 THE COURT: Okay. She was supposed  
23 to -- you said 600. Did you mean 6,000?

24 MR. MATTHEW: No; 6,000, yes.

25 THE COURT: Okay. And she paid 2,000.



1 MR. MATTHEW: No; 4,000 so far. And may  
2 I continue?

3 THE COURT: Does she owe you any  
4 additional money?

5 MR. MATTHEW: Yes. Yes, Your Honor.

6 THE COURT: What is the additional money  
7 for?

8 MR. MATTHEW: When I looked at what she  
9 showed me, I realized that inside of one of the  
10 cabinet was the breaker box. And I explain to her  
11 that by code it's not permissible and it's not  
12 safe, so she need to have it removed. So, I told  
13 her I could remove it for her. Normally it's a  
14 \$1,500 fee, but I would do it for 850, in which  
15 she agreed. But after providing the service she  
16 say she don't think she owe anything. So she  
17 didn't pay anything on that.

18 THE COURT: Is that included in your  
19 complaint?

20 MR. MATTHEW: That is, yes, at the  
21 bottom of --

22 THE COURT: Oh, there is more.

23 MR. MATTHEW: Yes. And I have some  
24 pictures and other information that was exchanged  
25 between us both, you know.

1 THE COURT: And so how much are you  
2 requesting in total?

3 MR. MATTHEW: Twenty-eight Fifty, plus  
4 of course the court cost.

5 THE COURT: Okay. I see what happened  
6 here.

7 Ms. Julien, come to the microphone,  
8 please.

9 MS. JULIEN: Yes, Your Honor.

10 THE COURT: Did you hire Mr. Matthew to  
11 do work at your home on the cabinets?

12 MS. JULIEN: I hired Mr. Matthew because  
13 I was referred to an employee of --

14 THE COURT: Ma'am, you're going to  
15 answer only the questions that I ask.

16 MS. JULIEN: Okay. Sure. Yes, I did.

17 THE COURT: Did you hire him to install  
18 cabinets at your home?

19 MS. JULIEN: Yes, sir.

20 THE COURT: Did you agree with him to  
21 pay \$6,000 for the cabinets?

22 MS. JULIEN: Yes, Your Honor.

23 THE COURT: And how much did you pay?

24 MS. JULIEN: I gave him \$4,000.

25 THE COURT: Okay. Did you make a

1 separate agreement with him for to move the  
2 breaker box?

3 MS. JULIEN: No, Your Honor, I did not.

4 THE COURT: So he decided on his own to  
5 move it?

6 MS. JULIEN: He decided, Mr. -- yes,  
7 Your Honor. Mr. Matthew is a person that come to  
8 your home, which I was tired of, that he just  
9 start doing things without asking. And also to  
10 cut down my cabinets that I purchased because they  
11 had already had the measurement and I have the  
12 proof right here.

13 I also have the proof of him removing  
14 the electrical connection to the microwave that  
15 was in the cabinet. I also purchased the cabinet  
16 with the -- letting them know at Home Depot in  
17 North Carolina that I do have the meter box in my  
18 cabinet. It fit in my cabinet. I also told  
19 Mr. Matthew --

20 THE COURT: Ma'am, hold on. Isn't it  
21 illegal to have the meter box in the cabinet?

22 MS. JULIEN: Well, it been like that  
23 from 1985 when I build the house.

24 THE COURT: That's not what I asked you,  
25 ma'am. Isn't it illegal?

1 MS. JULIEN: I have no idea. I didn't  
2 check it.

3 THE COURT: I don't have to check to  
4 tell you that it's illegal.

5 MS. JULIEN: I did not give Mr. Matthew  
6 permission to move the box. Mr. -- he did not  
7 come and discuss with me moving the meter box. I  
8 hired someone to correct -- because I asked  
9 Mr. Matthew, do you know about electrical work?  
10 He told me yes. I said, you have a license? He  
11 told me no. He have friends that signed off on  
12 his electrical work for him.

13 I also called my daughter uncle since he  
14 does electronic; I said I see Mr. Matthew doing  
15 some wires and I don't think that is correct. The  
16 next day I call my church brother to come and  
17 fix -- and ask him come and look at this and fix  
18 it for me because I do not want my house to burn  
19 down.

20 Mr. Matthew told me I'm negative. I  
21 have to secure my house where I live.

22 THE COURT: Did you pay to have the work  
23 done to correct the electrical problem?

24 MS. JULIEN: No, no, no, because he did  
25 not give me a price. It's only now that he come

1 to the court saying this -- making this statement.

2 THE COURT: Ma'am, my question to you --  
3 you just testified that you had your church  
4 brother or somebody else come to your place to  
5 repair the electrical work that was done by  
6 Mr. Matthew.

7 MS. JULIEN: Yes.

8 THE COURT: Do you have a receipt for  
9 that work?

10 MS. JULIEN: Yes. I don't have a  
11 receipt, but I have a check that I wrote for him  
12 and in the memo it says --

13 THE COURT: Let me see the check.

14 MS. JULIEN: Okay.

15 THE COURT: Let's make a copy and mark  
16 that as Defendant's Exhibit 1.

17 (Check No. 5439 is marked Defendant's  
18 Exhibit No. 1 for identification.)

19 THE COURT: So, ma'am, you paid \$150 to  
20 correct the electrical work?

21 MS. JULIEN: Yes, Your Honor.

22 THE COURT: What are you claiming for in  
23 your counterclaim?

24 MS. JULIEN: My counterclaim is  
25 Mr. Matthew damaged my cabinet by cutting them

1 down because I -- before Mr. Matthew started the  
2 work, I gave him a copy of -- I e-mailed him a  
3 copy of the measurements and everything for the  
4 cabinets.

5 THE COURT: Do you have that  
6 information?

7 MS. JULIEN: Yes, yes. Also Mr. --

8 THE COURT: Hold on. And you purchased  
9 the cabinets where?

10 MS. JULIEN: From Home Depot in North  
11 Carolina because at that time I was deployed and I  
12 was off island.

13 THE COURT: And the cabinets were these  
14 measurements that are indicated here on these  
15 drawings?

16 MS. JULIEN: Yes.

17 THE COURT: Mr. Matthew, did Ms. Julien  
18 give you a copy of these drawings with the  
19 measurements?

20 MR. MATTHEW: Yes, she did, because I  
21 requested it. That's how I --

22 THE COURT: When you put up the  
23 cabinets, were the cabinets of these measurements?

24 MR. MATTHEW: Yes, Your Honor.

25 THE COURT: Did you cut down the

1 cabinets?

2 MR. MATTHEW: In cabinetry, especially  
3 in the base when you doing the base cabinet, if  
4 the floor is not on one plain or level as people  
5 call it, you sometimes have to make adjustment as  
6 you go because if you don't do that especially if  
7 you're going to install granite on those cabinets,  
8 the granite will crack. So sometimes you have to  
9 shave a little of the cabinets in order to make  
10 them level all the way around.

11 THE COURT: And so is your answer that  
12 you shaved the bottom of the cabinets because the  
13 floor was uneven?

14 MR. MATTHEW: Uneven, yes. The floor  
15 was not level. And usually you normally have that  
16 99.9 percent of the time when you're installing  
17 the base cabinet most of the time. The wall  
18 cabinet is a little different. We normally add a  
19 spacer to level it or plumb it wherever it's  
20 necessary. But I have a little --

21 THE COURT: Hold on, sir.

22 MR. MATTHEW: Yes. Okay.

23 THE COURT: We're going to mark these  
24 exhibits as Defendant's Exhibit 2 and we'll just  
25 staple them altogether. For the record there are

1 four drawings with measurements and there are two  
2 picturesque diagrams of what kitchen should look  
3 like.

4 (The drawings are marked Defendant's  
5 Exhibit No. 2 for identification.)

6 THE COURT: Mr. Matthew, do you have any  
7 objection to entering the defendant's check  
8 receipt that she paid for electrical into  
9 evidence?

10 MR. MATTHEW: I have an objection.

11 THE COURT: What's the basis of your  
12 objection?

13 MR. MATTHEW: Because the gentleman that  
14 came, what he did have nothing to do of the  
15 service that was rendered.

16 THE COURT: But that's not a basis to  
17 object to entering the document into evidence.  
18 All this is proving is that she paid somebody \$150  
19 for electrical.

20 MR. MATTHEW: Yeah, but he did something  
21 completely contrary.

22 THE COURT: That's not the question,  
23 sir.

24 MR. MATTHEW: Yes, okay. Yes, yes.

25 THE COURT: My question is only if you



1 have an objection to its entry. That would have  
2 to be on some evidentiary basis, not that I  
3 challenge the validity of the evidence.

4 MR. MATTHEW: Yes, but --

5 THE COURT: And so Defendant's Exhibit  
6 1 will be admitted. And you have no objection to  
7 the entry of the pictures and diagrams, correct?

8 MR. MATTHEW: No, sir. No, Your Honor.

9 THE COURT: So they will also be entered  
10 into evidence. We'll get back to your testimony  
11 in a moment, sir.

12 (The documents, heretofore marked Defendant's  
13 Exhibit Nos. 1 and 2 for identification,  
14 are received in evidence.)

15 MR. MATTHEW: Huh?

16 THE COURT: We'll get back to your  
17 testimony in a moment.

18 Ms. Julien.

19 MS. JULIEN: Yes, Your Honor.

20 THE COURT: You heard Mr. Matthew's  
21 testimony, which sounds quite reasonable to me  
22 that the floor was uneven and so some of the  
23 bottoms of the counters had to be shaved. That  
24 doesn't sound like damage to me.

25 MS. JULIEN: Your Honor, Mr. Matthew had

1 me go to Home Depot, met me at Home Depot, buy  
2 five -- I buy five ready mix. Mr. Matthew cast  
3 the floor telling me that the floor was not level.  
4 I went and he brought them, five box he send me to  
5 buy, telling me that the floor is not even. So  
6 then, he got the floor even with the five bags of  
7 cement that I bought.

8 THE COURT: But clearly he didn't  
9 because he still had to shave the counters.

10 MS. JULIEN: He did not had to do that.  
11 I'm going to tell you why he cut my cabinet.  
12 Because -- plus he let me buy something in a  
13 bottle to get the floor after he finish leveling  
14 the floor, he also -- that cost me like \$18 to do  
15 Nothing was wrong with the floor, Your Honor.

16 The reason Mr. Matthew had me buy  
17 because he wanted to be lower; the back splash, he  
18 wanted me to buy his Corian to do my back splash.  
19 And then I thought about it. I tell him I did not  
20 need it. I don't want the Corian because I  
21 already purchased the granite. I would prefer to  
22 use tiles.

23 Mr. Matthew went ahead and cut the  
24 cabinet. I stop him from doing it and he  
25 continued doing it. By cutting the cabinet I had

1 to hire someone to -- because when my appliances  
2 came, it could not fit because of him cutting the  
3 cabinet down.

4 THE COURT: And so you had to hire  
5 someone to do what?

6 MS. JULIEN: Yes. And I also have  
7 evidence of that. Mr. Matthew --

8 THE COURT: What did the person who you  
9 hired come to do?

10 MS. JULIEN: Sure. His name is Peter  
11 Gilbert.

12 THE COURT: I didn't ask you what his  
13 name was. I asked you what did he do.

14 MS. JULIEN: Oh. He did the -- instead  
15 he had to take the whole thing out for where the  
16 refrigerator is, then he has to lift it up and put  
17 it higher by attaching it on both side, the panels  
18 on both side, and also lift the one cabinet. I  
19 also have pictures of that.

20 THE COURT: What other appliance could  
21 not fit other than the refrigerator?

22 MS. JULIEN: That was the only appliance  
23 that could not fit.

24 THE COURT: Do you have an invoice for  
25 the work that was done?

1 MS. JULIEN: Yes, sir, and I also have a  
2 copy -- I also have a check.

3 THE COURT: Hand those to the marshal.

4 MS. JULIEN: Sure. That's it and how it  
5 should have looked after, like that.

6 THE COURT: Don't hand the marshal what  
7 I didn't ask for.

8 MS. JULIEN: Sorry.

9 THE COURT: So you don't have an invoice  
10 that shows the work that was completed?

11 MS. JULIEN: Oh, yes, I did. Yeah, I  
12 did. I did. I'm so sorry.

13 THE COURT: We're going to mark this as  
14 Defendant's Exhibit Number 3. It's a receipt  
15 for -- it says, complete repair on refrigerator  
16 cabinet to get refrigerator to fet (sic)--I assume  
17 that means to fit--for \$260.

18 Do you have any objection to that being  
19 entered into evidence, Mr. Matthew?

20 MR. MATTHEW: No, Your Honor.

21 THE COURT: Thank you. It will be  
22 entered.

23 (The receipt is marked Defendant's  
24 Exhibit No. 3 for identification, and is heretofore  
25 received in evidence.)

1 THE COURT: Anything else, Ms. Julien?

2 MS. JULIEN: Yes. Mr. Matthew crack the  
3 granite when he was setting it up. He said he was  
4 gonna fix it. It never did.

5 THE COURT: Hand it to the marshal. Did  
6 you have the granite repaired?

7 MS. JULIEN: No, Your Honor. It's still  
8 like that.

9 THE COURT: We will mark that as  
10 Defendant's Exhibit 4. Any objection to the  
11 admission, Mr. Matthew?

12 MR. MATTHEW: No, Your Honor.

13 THE COURT: It will be admitted.

14 (The image is marked Defendant's  
15 Exhibit No. 4 for identification, and is heretofore  
16 received in evidence.)

17 THE COURT: Anything else Ms. Julien?

18 MS. JULIEN: Yes, sir. Yes, Your Honor.  
19 The backsplash, I purchase the tile, which is  
20 limestone, which is natural stone to do the  
21 backsplash. I wanted caramel grout on it.  
22 Mr. Matthew did not know he had was to seal the  
23 backsplash, the tiles before he put the grout on.  
24 And the result of that, this is what the -- this  
25 is what the stone -- after he put the grout

1 because he did not know he had was to steal  
2 because it's natural stone.

3 THE COURT: Hand it to the marshal.

4 MS. JULIEN: Okay. And also this is  
5 what the -- this is the original, what the  
6 backsplash should have looked like. That's a  
7 picture of the tile.

8 THE COURT: What am I supposed to be  
9 seeing in these pictures?

10 MS. JULIEN: The one that you have in  
11 your left hand, that's what the backsplash should  
12 have looked like. That looks like pink on your  
13 right hand.

14 So because of he did not -- because of  
15 his negligence not grouting -- not -- he was  
16 supposed to -- how to say the word? Sorry. He  
17 was supposed to is put the seal. He was supposed  
18 to put the seal after he put the tiles on the  
19 wall. That would not make the grout run. Because  
20 of natural stone, it changes the color, and he did  
21 not know that, so I had was to replace the whole  
22 thing.

23 THE COURT: Did you tell him to do that?

24 MS. JULIEN: To do the seal?

25 THE COURT: Yes.

1 MS. JULIEN: As the contractor he should  
2 have known that, that that is natural stone and  
3 that's what he had to do.

4 THE COURT: This stone looks just fine  
5 to me, ma'am, in these pictures.

6 MS. JULIEN: No, sir. It was pink. I  
7 guess because of how it came out, but I don't have  
8 my phone to go back so you could see it. It's  
9 pink.

10 THE COURT: We'll get to that. Did you  
11 bring your phone to the court?

12 MS. JULIEN: It's in my car because it's  
13 not allowed.

14 THE COURT: All right. Well, we'll take  
15 a --

16 MS. JULIEN: So I had to purchase --

17 THE COURT: Ma'am.

18 MS. JULIEN: I'm sorry.

19 THE COURT: We will take a recess so  
20 that you can go and get your phone.

21 MS. JULIEN: Sure.

22 THE COURT: The marshal will go with you  
23 so you can bring it back in.

24 MS. JULIEN: Okay. Thank you. Can I  
25 leave my stuff here, please?

1 THE COURT: Yes, you can leave your  
2 stuff there. We'll take a working recess. No  
3 need to rise.

4 (Recess at 11:37 a.m.)

5 (This hearing resumed at 11:43 a.m., as follows:)

6 THE COURT: Come to the microphone,  
7 ma'am. Do you have the picture on the telephone?

8 MS. JULIEN: I have a picture that  
9 before I use it I want to show you with the same  
10 matter.

11 THE COURT: We're talking about the  
12 backslash you said that you have better pictures  
13 on your phone.

14 MS. JULIEN: Yes.

15 THE COURT: That's what I would like to  
16 see.

17 MS. JULIEN: Okay. One second. Let me  
18 find it. One second.

19 THE COURT: Did we recall the case?

20 THE CLERK: No, we didn't.

21 THE COURT: Okay. Hold on a minute.  
22 Let's recall the case for the record.

23 THE CLERK: Victor Sylvester Matthew  
24 versus Janet Julien, Case File SX-20-SM-22.

25 THE COURT: Thank you. Okay. Do you



1 have the picture?

2 MS. JULIEN: Yes, Your Honor.

3 THE COURT: And what is this picture  
4 supposed to show?

5 MS. JULIEN: Okay. It does not match my  
6 decor of how I wanted it to be. Because the stone  
7 was not sealed, it stained the tiles. So I had  
8 was to buy and replace it, which I have a copy of  
9 both invoice that I replace it.

10 THE COURT: Okay. Hand those to the  
11 marshal.

12 MS. JULIEN: Sure.

13 THE COURT: Okay. There are two  
14 invoices here, ma'am: One that says backsplash  
15 tile, Serene Inventory, limestone tile; and one  
16 that says marble cappuccino beige polish tile.

17 MS. JULIEN: Yes, so the one is the  
18 limestone -- sorry.

19 THE COURT: Are there two different  
20 types of tile in the backsplash?

21 MS. JULIEN: Yes. Yes, Your Honor,  
22 because I did not want the same thing for me to go  
23 back and replace again to match my decor.

24 THE COURT: The tile that you placed in  
25 before, do you have the receipt for that?

1 MS. JULIEN: It's right there, Your  
2 Honor.

3 THE COURT: Okay. So one of these  
4 invoices is for the tile that you had prior, and  
5 one is for the tile that you bought after to  
6 replace it.

7 MS. JULIEN: Correct, sir.

8 THE COURT: So the first one that's  
9 dated --

10 MS. JULIEN: The limestone?

11 THE COURT: Hold on. The one that's  
12 dated July 2nd for the limestone is the original  
13 tiles that you purchased.

14 MS. JULIEN: Correct, sir.

15 THE COURT: And then you purchased  
16 polished tiles instead on 7/24.

17 MS. JULIEN: Correct, Your Honor.

18 THE COURT: Okay.

19 MS. JULIEN: Yes, Your Honor.

20 THE COURT: We will mark these as  
21 Defendant's Exhibit 6 and 7.

22 Any objection to the admission,  
23 Mr. Matthew?

24 MR. MATTHEW: No, Your Honor.

25 THE COURT: And with regard to the

1 Defendant's 5, which is the pictures that were  
2 presented before, any objection?

3 MR. MATTHEW: No, Your Honor.

4 THE COURT: Very well. Exhibits 5,  
5 6 and 7 will be admitted.

6 Anything else, Ms. Julien?

7 (The photographs and receipts are marked Defendant's  
8 Exhibit Nos. 5, 6 and 7 for identification, and are  
9 heretofore received in evidence.)

10 MS. JULIEN: Yes, Your Honor. This is  
11 what the back -- the new backslash look like to  
12 go with my decor. I have a picture of it, sir.

13 THE COURT: You can hand the picture to  
14 the marshal.

15 MS. JULIEN: Okay. Mr. Matthew did not  
16 complete the work. I had the bar to be covered  
17 also with granite, which I was waiting for the  
18 granite --

19 THE COURT: Did you give the marshal  
20 the picture?

21 MS. JULIEN: Yes. Also this.

22 THE COURT: Don't testify while we're  
23 looking at the picture. Wait until I'm finished.

24 MS. JULIEN: Okay. Sorry.

25 THE COURT: Okay. So the first picture

1 is a picture of the completed backsplash.

2 MS. JULIEN: Yes, sir. Yes, Your Honor.

3 THE COURT: The second picture is a bar  
4 area.

5 MS. JULIEN: Yes, that he did not  
6 complete. That is completed by Miguel Guadeloupe,  
7 which I paid him.

8 THE COURT: Do you have an invoice for  
9 that work?

10 MS. JULIEN: I have my check. Also --

11 THE COURT: Hold on. Just present the  
12 check.

13 MS. JULIEN: Sure.

14 THE COURT: So we will mark the picture  
15 of the new backsplash as Defendant's Exhibit 8.

16 Any objection to its admission,  
17 Mr. Matthew?

18 MR. MATTHEW: No, Your Honor.

19 (The photograph is marked Defendant's  
20 Exhibit No. 8 for identification, and is heretofore  
21 received in evidence.)

22 THE COURT: We will mark the bar top as  
23 Exhibit 9.

24 Any objection to its admission?

25 MR. MATTHEW: No, Your Honor.

1 (The photograph is marked Defendant's  
2 Exhibit No. 9 for identification, and is heretofore  
3 received in evidence.)

4 THE COURT: It will be admitted. We're  
5 going to make copies of the check copies. One  
6 check is in the amount -- the check dated 9/1 is  
7 in the amount of how much; \$319?

8 MS. JULIEN: Yeah, that's for complete  
9 work, Your Honor. The first one was the deposit.

10 THE COURT: That's dated 9/4. How is  
11 the deposit before the completed work?

12 MS. JULIEN: Because he asked for a  
13 deposit just like how Mr. Matthew asked for a  
14 deposit when I --

15 THE COURT: The question, ma'am, is the  
16 first check is dated 9/1. The second check is  
17 dated 9/4. How could the deposit --

18 MS. JULIEN: 9/6. 9/6.

19 THE COURT: Okay. That was the  
20 question.

21 MS. JULIEN: And the first is 9/4.

22 THE COURT: Ma'am, ma'am.

23 MS. JULIEN: Yes, Your Honor?

24 THE COURT: Check 5445 is dated 9/6.

25 MS. JULIEN: Correct, Your Honor.

1 THE COURT: Okay. Thank you. That  
2 answers my question. We'll mark these -- we'll  
3 staple these together and mark them as Defendant's  
4 Exhibit 10. Any objection to the admission,  
5 Mr. Matthew?

6 MR. MATTHEW: No, Your Honor.

7 THE COURT: Thank you. They will be  
8 admitted.

9 (The check receipts are marked Defendant's  
10 Exhibit No. 10 for identification, and are heretofore  
11 received in evidence.)

12 THE COURT: And this other picture that  
13 you gave me of the countertop, what is that  
14 supposed to show?

15 MS. JULIEN: That is to show you  
16 Mr. Matthew stopped work, left the work and never  
17 came back. And when I called him, he wants me to  
18 give him more money. I have the text.

19 He wants me to give him more money,  
20 which that would have been me paying him off for  
21 the work and the work is not completed. So I had  
22 to had Miguel replace the -- fix the -- continue  
23 fixing the counter for me to complete it.

24 THE COURT: We'll mark this as  
25 Defendant's Exhibit Number 11.

1           Mr. Matthew, any objection to the  
2 admission?

3           MR. MATTHEW: No, Your Honor.

4           THE COURT: You have copies of the text?

5           MS. JULIEN: Yes, Your Honor.

6           THE COURT: Exhibit 11 will be admitted.

7           (The photograph is marked Defendant's  
8 Exhibit No. 11 for identification, and is heretofore  
9 received in evidence.)

10          THE COURT: We'll mark these text  
11 exchange as Defendant's Exhibit Number 12.

12          Any objection to the admission,  
13 Mr. Matthew?

14          MR. MATTHEW: No, Your Honor.

15          THE COURT: It will be admitted.

16          (The text messages are marked Defendant's  
17 Exhibit No. 12 for identification, and are heretofore  
18 received in evidence.)

19          THE COURT: Anything else, Ms. Julien?

20          MS. JULIEN: Yes, Your Honor. I also  
21 want to show you a picture on the phone that  
22 Mr. Matthew -- I have a picture on the phone that  
23 Mr. Matthew will leave the work for two or three  
24 weeks instead of completing it; the tiles on the  
25 floor --

1 THE COURT: How can a picture tell me  
2 that?

3 MS. JULIEN: Because this is what he  
4 does and he will leave it. He tile the kitchen  
5 and then since I suffer from allergies, the dust  
6 and everything that he leaves when he doesn't come  
7 back and finish the whole thing, he just did a  
8 part of it, take up the tiles and leave.

9 THE COURT: I can accept your testimony  
10 that he does work and comes back and leave it, but  
11 that picture adds nothing to that testimony.

12 MS. JULIEN: Okay. I have this that  
13 shows that when Mr. Matthew cut the cabinet it was  
14 low. And I said, okay, I need to put some rail on  
15 it because then it did not look good. So when I  
16 order the rail from Home Depot this is the type of  
17 work Mr. Matthew did.

18 THE COURT: Hand it to the marshal. And  
19 what does there picture depict?

20 MS. JULIEN: It depict the type of work  
21 Mr. Matthew does; that he does not do a clean job.

22 THE COURT: So the picture appears to  
23 show a screw coming through the railing.

24 MS. JULIEN: Correct.

25 THE COURT: Okay. I'm going to -- we'll



1 THE COURT: Okay. And what is this  
2 supposed to show?

3 MS. JULIEN: Oh, I use my ladder,  
4 Mr. Matthew use my ladder also. You can see the  
5 rubber off of the foot of the ladder. I don't  
6 know how they come off. I --

7 THE COURT: Did you allow Mr. Matthew  
8 to use your ladder?

9 MS. JULIEN: Yes, sir.

10 THE COURT: So any damage that was done  
11 to the ladder was your responsibility. You  
12 allowed him to use it. I'm going to hand this  
13 back to you. Any other exhibits?

14 MS. JULIEN: I don't have -- I have a  
15 statement that I want to make.

16 THE COURT: Okay. Make it quick.

17 MS. JULIEN: Okay. I purchased my grout  
18 and tin set to do my work. I know how much I  
19 purchased. When I came back -- I wasn't there. I  
20 left. I had went down the road and my daughter  
21 let him in the house. When I came back, I saw one  
22 of the bag of the tin set was missing. I asked --  
23 no. -- one of the grout. I asked the guy,  
24 Joseph --

25 THE COURT: Ms. Julien, do you have any

1 proof that Mr. Matthew took the grout?

2 MS. JULIEN: The worker that he brought  
3 when I asked where is the grout, he said  
4 Mr. Matthew went with it.

5 THE COURT: That is hearsay because the  
6 worker is not here to testify, so I can't accept  
7 that for the truth of anything stated. Anything  
8 else?

9 MS. JULIEN: No, Your Honor.

10 THE COURT: Okay. Mr. Matthew,  
11 Ms. Julien has presented a plethora of exhibits  
12 that seem to demonstrate that the work that you  
13 performed was sloppy, that it was not completed;  
14 that she had to hire somebody else to complete  
15 work and to redo some of the work. And as such  
16 she has filed a counterclaim against you.

17 Ms. Julien, how much are you claiming in  
18 your counterclaim?

19 MS. JULIEN: My counterclaim is \$5,000,  
20 Your Honor.

21 THE COURT: And where do you -- how do  
22 you come up with that \$5,000?

23 MS. JULIEN: With the stress, emotion --

24 THE COURT: Well, you don't get any --

25 MS. JULIEN: -- Mr. Matthew put me

1 through.

2 THE COURT: You don't get any money for  
3 that, ma'am?

4 MS. JULIEN: No?

5 THE COURT: We deal with actual damages.  
6 In order to prove intentional infliction of  
7 emotional distress, you would need some type of  
8 expert, and you don't have that. I can't just  
9 accept your word for it. So that leaves you with  
10 the value of the additional expenses that you paid  
11 for, correct?

12 MS. JULIEN: Yes, Your Honor.

13 THE COURT: Okay. You can have a seat.

14 MS. JULIEN: Thank you.

15 THE COURT: Mr. Matthew, what is your  
16 response to Ms. Julien's claims?

17 MR. MATTHEW: I'm gonna start with the  
18 electrical, if you allow me to.

19 THE COURT: You may.

20 MR. MATTHEW: I notice Ms. Julien said  
21 that she never agree to anything, but she went  
22 ahead and she bought the panel box because what we  
23 agreed upon was that the size panel box that she  
24 have inside the cabinet, it was a bit small for  
25 all of the circuits that she have inside the

1 house. So it's better it for her to get a bigger  
2 box, which is what she purchase, and that's what  
3 was installed, but I notice she didn't make  
4 mention of anything of that such.

5 In terms of all the work and --

6 THE COURT: Okay. So let's take it one  
7 at a time --

8 MR. MATTHEW: Yes, uh huh.

9 THE COURT: -- and make it easier for  
10 me.

11 MR. MATTHEW: Yes.

12 THE COURT: Ms. Julien, come back to the  
13 microphone, ma'am.

14 MS. JULIEN: Yes, sir.

15 THE COURT: Did you purchase the panel  
16 box that Mr. Matthew installed?

17 MS. JULIEN: Yes, Your Honor, but --

18 THE COURT: So how could you then  
19 testify to the Court that it was work that you  
20 didn't want done?

21 MS. JULIEN: Because Mr. Matthew is a  
22 persistent person. Every time he come to the  
23 house --

24 THE COURT: So he persisted and  
25 eventually you agreed and bought the panel box.

1 MS. JULIEN: I bought the panel box  
2 because after he already -- I have a picture where  
3 he cut the wire to the cabinet that the wire was  
4 in. I had no choice. And he did not say purchase  
5 it and I go out and purchase it, Your Honor.  
6 Everyday he come, he keep asking me persistently,  
7 you buy the panel box? I said no. You buy the  
8 panel box? I said no. You buy the panel box? I  
9 said no, Your Honor.

10 THE COURT: That indicates to me,  
11 Ms. Julien that there were conversations between  
12 you and Mr. Matthew where he indicated that he  
13 needed to do the electrical work.

14 MS. JULIEN: Yes, Your Honor.

15 THE COURT: So I cannot believe your  
16 testimony then that you had no discussion with him  
17 about the electrical work that was to be done, or  
18 that you didn't authorize it. In fact, you  
19 purchased the panel box.

20 MS. JULIEN: I purchased the panel box,  
21 Your Honor, because Mr. Matthew everyday come  
22 harass me asking me if I did the panel box. After  
23 he purchase --

24 THE COURT: So the fact of the matter,  
25 ma'am --

1 MS. JULIEN: Sorry.

2 THE COURT: That's enough, ma'am. You  
3 purchased it. That's all I need to hear.

4 MS. JULIEN: Okay.

5 THE COURT: Let's move on to the next  
6 matter.

7 Mr. Matthew.

8 MR. MATTHEW: Yes. I listen to a lot of  
9 what she says and I saw all the different pictures  
10 and so on that she presented. Now, as reasonable  
11 thinking individuals if I have all of those work  
12 and concerns, as a consumer I would have make a  
13 gesture or a venture to go to Consumer and have  
14 the matter address by Consumer. Nothing of that  
15 sort was indicated.

16 THE COURT: But she doesn't have to do  
17 that. It's her -- she can take whatever action  
18 she deems necessary and she thought it was  
19 necessary to come to court. So here we are.

20 MR. MATTHEW: No, no, no, but what I'm  
21 saying is, Your Honor, she went ahead and she paid  
22 me two payments and she paid it at a timely manner  
23 while the work -- even when I was doing the  
24 installation of the cabinet that she claim I cut  
25 and she was displeased of, she made the second

1 payment.

2 If you read I think one of the text  
3 messages that she handed you, I think it says one  
4 to 20 where she made attempt to purchase the  
5 granite for me to finish the countertop, the bar  
6 top and then she stopped it. She went to Armery,  
7 she told me to come and pick it up. And she said,  
8 oh, Mr. Matthew, don't bother with that.

9 Ms. Julien up until now have he never  
10 indicated anything that I refuse to do the work.  
11 I understand she said I maybe -- I may have  
12 procrastinated one or two times in the time that I  
13 get there, but there is nothing she said here  
14 today that indicated I refused to do the work, but  
15 she insisted she's not paying me because I  
16 overcharged her.

17 She want me to give her a break down and  
18 I told her I don't have a problem giving her a  
19 break down, but I need to finish the job so we can  
20 move on. And she refuse to get give the granite  
21 and she months later went ahead and get this guy  
22 and let him finish it saying that I didn't want to  
23 come back, but I never refuse to go to her home.

24 MS. JULIEN: Your Honor --

25 THE COURT: Hold on, ma'am.

1 MR. MATTHEW: So I'm saying all of the  
2 things that she are claiming or alleging here  
3 today, Your Honor, I really can't understand them  
4 because I try to work harmoniously with  
5 Ms. Julien. I did a lot of things there.

6 And even with the refrigerator, there is  
7 no way the guy could have altered that  
8 refrigerator because the cabinet, the panel, they  
9 came, there is nothing for me to cut from the  
10 panel. Like I said again, Your Honor, the only  
11 thing that you can alter is the bottom and you  
12 have to do that if the floor is not level.

13 THE COURT: So did you alter the bottom  
14 of the portion where the refrigerator was to go?

15 MR. MATTHEW: Correct.

16 THE COURT: Okay. And so when she got  
17 the refrigerator, it could not fit --

18 MR. MATTHEW: Your Honor, no, no, no,  
19 no.

20 THE COURT: -- it could not fit.

21 MR. MATTHEW: Your Honor --

22 THE COURT: -- so it had to be raised.

23 MR. MATTHEW: No, no, no. The  
24 refrigerator have to fit because the refrigerator  
25 I can -- I'm into cabinet work so much and I'm



1 going to be arrogant today by telling you the  
2 height is 69 if you ask her the height of a  
3 refrigerator because we discussed that already.  
4 And she has the refrigerator and so the height is  
5 69 and a half. Ask her to show you the height of  
6 the cabinet that she have.

7 THE COURT: She has provided that  
8 evidence in the drawings of how high it was  
9 supposed to be.

10 MR. MATTHEW: But she have an available  
11 height of 71 inches. There is no refrigerator --  
12 you can go to K-Mart, Sears, or order it from who  
13 does refrigerator know it's 71 inches, Your Honor.

14 THE COURT: Ms. Julien, how tall was the  
15 refrigerator?

16 MS. JULIEN: Specifically, I know I have  
17 the dimension in my phone with what I purchase.

18 THE COURT: You have your phone. Look  
19 in it.

20 MS. JULIEN: Okay. Your Honor,  
21 Mr. Matthew knew --

22 THE COURT: Ms. Julien --

23 MS. JULIEN: Yes, Your Honor.

24 THE COURT: -- just answer my question  
25 please.

1 question.

2 MS. JULIEN: Sure.

3 THE COURT: How is it possible that if  
4 the refrigerator is 68 and five inches tall and  
5 there was 71 inches of clearance that the  
6 refrigerator could not fit?

7 MS. JULIEN: I don't believe that, Your  
8 Honor, because when the refrigerator came, it  
9 could not fit. It was sticking out. Okay. This  
10 is the correct --

11 THE COURT: When you say it was sticking  
12 out, you mean it was not too tall to fit; it  
13 was --

14 MR. MATTHEW: The depth she talking  
15 about.

16 THE COURT: -- in width --

17 MR. MATTHEW: Well, not width, the  
18 depth.

19 THE COURT: -- in depth it was coming  
20 outside of the cabinet.

21 MS. JULIEN: Yes. And it couldn't go  
22 all the way in because on the top it has, like,  
23 connected like I guess for the door when the door  
24 to be open, the top could not go all the way back,  
25 so it could not fit. The guy, Miguel --

1 THE COURT: So what does that have to  
2 do with the work that was done by Mr. Matthew?

3 MS. JULIEN: Because he cut the  
4 cabinet -- he adjusted the cabinet, Your Honor.

5 THE COURT: He cut the bottom of the  
6 cabinet, not the front.

7 MS. JULIEN: Because then he cut the  
8 cabinet and when he put up the railing, when he  
9 put the railing, he adjusted -- because over the  
10 refrigerator there is a cabinet, okay. So due to  
11 the fact it was a cabinet over there it could not  
12 go under the cabinet. And that's the reason why  
13 the guy --

14 THE COURT: Let me see you picture.

15 MS. JULIEN: -- that's the reason Mr. --  
16 that's the refrigerator.

17 THE COURT: Does that picture show the  
18 refrigerator in the cabinet?

19 MS. JULIEN: No. The picture I gave you  
20 before --

21 MR. MATTHEW: Can I ask a question?

22 MS. JULIEN: -- half of it.

23 THE COURT: Hold on, sir.

24 MS. JULIEN: That's the size of the  
25 cabinet. That's the size of the refrigerator.

1 THE COURT: This doesn't show me  
2 anything. It only gives me the cubic feet of the  
3 refrigerator. The document that you showed me  
4 before show the height of the refrigerator, which  
5 is information that I needed, which is 68 and five  
6 and a half inches.

7 MS. JULIEN: Okay. When Miguel  
8 Guadeloupe came to do the bar, he also polish the  
9 granite counter because Mr. --

10 THE COURT: What does that have to do  
11 with the height of the refrigerator?

12 MS. JULIEN: Because I have people who  
13 know that it did not fit. And Mr. --

14 THE COURT: But they're not here to  
15 testify.

16 MS. JULIEN: Okay. Am I allowed a call,  
17 Your Honor?

18 THE COURT: What is a call going to do  
19 for you?

20 MS. JULIEN: That person who -- both of  
21 them who came see; and that they are the expert in  
22 that, that the refrigerator did not --

23 THE COURT: They need to be here in  
24 court, ma'am.

25 MS. JULIEN: Okay. Okay, Your Honor.

1 The other thing is Mr. Matthew said --

2 THE COURT: What other thing? About the  
3 height of the fridge?

4 MS. JULIEN: No. I move pass that.

5 THE COURT: Then you can be quiet,  
6 ma'am.

7 MS. JULIEN: Okay.

8 THE COURT: Mr. Matthew --

9 MR. MATTHEW: I was --

10 THE COURT: -- with regards to the  
11 granite bar top -- no. The cracked granite,  
12 Defendant's Exhibit 4 shows where granite appears  
13 to be cracked by the sink. Was that damage that  
14 you caused?

15 MR. MATTHEW: When we cut it, yes, and  
16 put it in, yes. And I was going to -- there is a  
17 way we normally repair it, you know, before we  
18 seal it and stuff like that.

19 THE COURT: But you did not have a  
20 chance to repair it.

21 MR. MATTHEW: No, because she didn't  
22 want me to finish the project.

23 THE COURT: With regards to the  
24 backsplash, why didn't you seal the stone?

25 MR. MATTHEW: We didn't seal the stone,

1 Your Honor, yes, because it's really the first  
2 time that we were working with that particular  
3 type of tiling, but there is a way to clean it,  
4 but Ms. Julien realize that the backsplash wasn't  
5 matching her cabinet and so she ask me to remove  
6 it. She purchased new tiles and I reinstalled the  
7 new tiles because I'm the one that install the new  
8 backsplash.

9 THE COURT: And how would you have  
10 cleaned it?

11 MR. MATTHEW: We started cleaning it.  
12 There is muriatic acid. Because muriatic acid  
13 will remove the grout, you know. And it was  
14 removing it, but she said she don't want that  
15 because she don't like the idea of the backsplash,  
16 which in its true sense it didn't really match the  
17 cabinet properly. And so she was somewhat happy  
18 to remove the tiles.

19 THE COURT: Ms. Julien, is that true?

20 MS. JULIEN: No, Your Honor, that's not  
21 true because Mr. Matthew went down to Home  
22 Depot -- not Home Depot, to Garnett and purchased  
23 a grease release and that's what he was trying to  
24 clean it with. And it wasn't coming off, okay.  
25 It stayed how it is. As a matter of fact, the

1 picture of the grease release in one of the  
2 pictures --

3 THE COURT: Let me be more specific  
4 with my question, ma'am. Did Mr. Matthew indicate  
5 that the stone could be cleaned?

6 MS. JULIEN: Yes, he did indicate.

7 THE COURT: Okay. Did you allow him to  
8 clean it?

9 MS. JULIEN: Yes, Your Honor.

10 THE COURT: He just testified that it  
11 could be cleaned with muriatic acid. Did he do  
12 that?

13 MS. JULIEN: He did that and it never  
14 came off. When I went to Home Depot, Your  
15 Honor --

16 THE COURT: Okay. Hold on, ma'am.

17 Mr. Matthew, did you use the muriatic  
18 acid on the tile?

19 MR. MATTHEW: We started using it and  
20 she stop us. She said she don't want it in the  
21 house.

22 THE COURT: But was it working?

23 MR. MATTHEW: Yes, it was cleaning the  
24 tiles.

25 THE COURT: Ms. Julien, did you decide

1 that you did not want those tiles anymore because  
2 they did not match?

3 MS. JULIEN: Your Honor --

4 THE COURT: The answer is yes or no.

5 MS. JULIEN: No, Your Honor.

6 THE COURT: Okay. Thank you.

7 What about the bar top, Mr. Matthew?

8 MR. MATTHEW: Like I was saying, she  
9 gave you some text message information. If you  
10 were to read one to 20 where she said, I'm gonna  
11 stop Mr. Matthew from coming -- I think I have the  
12 same information here.

13 THE COURT: No. It seems to indicate  
14 that she got tired of waiting for you to come --

15 MR. MATTHEW: No, no, it wasn't tired,  
16 Your Honor.

17 THE COURT: -- or waiting for the  
18 granite to come, so she decided to get somebody  
19 else to do the work.

20 MR. MATTHEW: No, but that's what I was  
21 saying. If you read the text message, it will  
22 clearly tell you I was supposed to pick up the  
23 granite by Armery, and she told me to come a  
24 particular time. When I was on my way there, she  
25 call and stop me. It's in the text if you were to



1 read the different text messages we exchange.

2 THE COURT: I read the text messages and  
3 I didn't read that.

4 MR. MATTHEW: But I have it here, Your  
5 Honor; 1/20.

6 THE COURT: Hold on, sir. January 20th?

7 MR. MATTHEW: No, no. If you look at  
8 the top where they have I think 1 of 20. Maybe  
9 it's 20 she probably printed or something, but  
10 there is one that says 1/ --

11 THE COURT: 1:20?

12 MR. MATTHEW: Yeah.

13 THE COURT: That's the one I'm looking  
14 at and it says --

15 MR. MATTHEW: And if you read the text  
16 message --

17 MR. MATTHEW: If you read the text  
18 message.

19 THE COURT: "I received the light rail."  
20 That's you -- no. "I received the light rail."  
21 That's her.

22 You respond, "Ok I will come on Monday."

23 She responded: "Ok." That was on  
24 Friday. On Monday she texted, "What time are you  
25 coming today?" And she responded, "Victor was

1       supposed to come tomorrow to complete the bar with  
2       granite. I need to let him know tonight not to  
3       come."

4               MR. MATTHEW: Exactly. Because she was  
5       by Armery buying the granite, but with her tricks,  
6       she decided let me not purchase it and delay the  
7       process so I can have an alibi to get somebody  
8       else; because the guy just installed the granite  
9       not too long ago, you understand?

10              MS. JULIEN: What --

11              THE COURT: Hold on, ma'am.

12              MS. JULIEN: Sorry.

13              THE COURT: So was the granite  
14       countertops an original part of the job?

15              MR. MATTHEW: That was a part of the  
16       job, but what Ms. Julien did, when I went and we  
17       initiated the agreement, she and I calculated the  
18       amount of granite needed, and I told her she's  
19       gonna need three slabs. Her problem was she  
20       didn't want to have a portion remaining and she  
21       said she didn't have anything to do with it. So  
22       the plan was she would have gotten, she said, the  
23       second piece because that particular bar could  
24       have been a different color. That's what she  
25       claims.

1 THE COURT: I don't understand and I  
2 don't understand how that's relevant either.

3 MR. MATTHEW: In other words, she didn't  
4 want to purchase all the --

5 THE COURT: Hold on, sir. I'm saying  
6 what you're saying doesn't make sense and it's not  
7 relevant to my question. My question is, were you  
8 supposed to install a granite countertop.

9 MR. MATTHEW: On the bar, yes, but she  
10 just refuse to purchase it. That's what I'm  
11 saying to you.

12 THE COURT: These text messages say the  
13 same Monday, you said, "Sorry plans change in  
14 getting the granite for tomorrow."

15 MR. MATTHEW: That's what I'm telling  
16 you, Your Honor. Not me. That's her.

17 THE COURT: No. That's her. Sorry  
18 plans change. Getting granite for tomorrow.

19 Then the following day, "Sorry, I don't  
20 know what can be done, but I reordered the light  
21 rail and the granite wouldn't be ready for  
22 pickup."

23 Okay. So I was reading them backwards.  
24 She was the one who didn't have the granite ready  
25 to be worked on.

1 MR. MATTHEW: Your Honor, I never refuse  
2 to go and get the job completed.

3 THE COURT: So, Ms. Julien, if the delay  
4 in getting the granite was yours, why should  
5 Mr. Matthew be responsible for that?

6 MS. JULIEN: Your Honor, when I got --  
7 when I went and bought the granite from Armery,  
8 that's where one of my witness is there and she  
9 was the one who is off island sick. The way  
10 Mr. -- I had the phone on speaker. The way in  
11 which Mr. Matthew spoke to me in a manner was  
12 disrespectful.

13 THE COURT: Okay. So you decided he was  
14 disrespectful and you didn't want him to work  
15 there anymore.

16 MS. JULIEN: I didn't want him to --

17 THE COURT: How can he be held  
18 responsible for your decision?

19 MS. JULIEN: Because it's a lot of  
20 stress. You see Mr. Matthew sitting there and  
21 saying things? That's not how it worked, okay.  
22 He is untruthing. This is what I signed with  
23 Mr. Matthew for the scope of work. He is the one  
24 who send this to me.

25 THE COURT: We will mark this as

1 Defendant's Exhibit 14.

2 Mr. Matthew, do you have any objection  
3 to its admission?

4 MR. MATTHEW: No, Your Honor.

5 (The document is marked Defendant's  
6 Exhibit No. 14 for identification, and is heretofore  
7 received in evidence.)

8 THE COURT: And how does this help your  
9 case, Ms. Julien?

10 MS. JULIEN: Because that's what I agree  
11 with Mr. Matthew for. Also, Mr. --

12 THE COURT: If you decided to stop the  
13 work, how could you get what you agreed to?

14 MS. JULIEN: I did not stop the work.  
15 Mr. Matthew did not come.

16 THE COURT: Ma'am, you just testified  
17 that you didn't like the way he spoke to you.

18 MS. JULIEN: Well, I did not like the  
19 way he spoke --

20 THE COURT: Hold on. Only one of us can  
21 speak at a time.

22 MS. JULIEN: Okay. Sorry.

23 THE COURT: And when I'm talking,  
24 everybody else is quiet. You indicated that you  
25 did not like the way he spoke to you and that was

1 the reason why you didn't have him come back to  
2 finish the work, is that not correct?

3 MS. JULIEN: That's correct. That's  
4 what I told you, Your Honor.

5 THE COURT: So how can I hold him  
6 responsible for not completing the job if you did  
7 not allow him to complete the job?

8 MS. JULIEN: Mr. Matthew when I asked  
9 him to pick up -- that the granite is ready to be  
10 picked up, he start laughing. He said, me,  
11 granite pick up? That's like -- just like that he  
12 said to me.

13 THE COURT: When was that?

14 MS. JULIEN: I had him on -- excuse me.  
15 I had him on speaker at the Armery. One second,  
16 Your Honor.

17 THE COURT: While she's looking for  
18 that, Mr. Matthew, your e-mail to Ms. Julien  
19 indicates to remove existing cabinets and replace  
20 new ones, that's 4,800. That includes cabinet,  
21 backsplash and countertop; and remove tiles and  
22 install new ones, \$1,200; total cost for the  
23 project is \$6,000. Can you explain that break  
24 down to me, please.

25 MR. MATTHEW: Yes. Like I said when we

1 initially agreed, she showed me some tiles in the  
2 kitchen and living area.

3 THE COURT: Okay. That sounds like a  
4 long explanation. I'm just trying to understand  
5 this break down; \$4,800 is for the cabinets?

6 MR. MATTHEW: The cabinets, the  
7 countertop and the backsplash installation, along  
8 with removing the --

9 THE COURT: And what is the \$1,200 for?

10 MR. MATTHEW: For removing the tiles and  
11 installing new ones.

12 THE COURT: Okay.

13 MR. MATTHEW: So the 4,800 deal with the  
14 cabinet part of the agreement.

15 THE COURT: And where were the -- the  
16 tiles were the floor tiles?

17 MR. MATTHEW: Floor tiles, yes. The  
18 floor tiles, yes.

19 THE COURT: Okay. Now I understand.  
20 Did you complete the floor tiles?

21 MR. MATTHEW: Yes, Your Honor.

22 THE COURT: And of the cabinets,  
23 backsplash and countertop, you did complete the  
24 backsplash. What about the countertop?

25 MR. MATTHEW: Just there was a small

1 segment inside by the stove and then the bar, but  
2 the reason for not doing the completion, you have  
3 to use a particular adhesive and I just didn't  
4 want to go there one day for half an hour to do  
5 one when I could have taken an hour, hour and a  
6 half and complete both, so.

7 THE COURT: And what about the bar top?

8 MR. MATTHEW: That's what I'm talking  
9 about. I'm saying it would have taken about two  
10 hours.

11 THE COURT: Is that the segment that was  
12 not completed?

13 MR. MATTHEW: Correct, yes, yes.

14 THE COURT: But everything else was  
15 completed?

16 MR. MATTHEW: And a small portion by the  
17 stove, a small segment by the stove where it have  
18 to have a seal because, you know, the  
19 configuration of the bar, you have to use epoxy.  
20 So rather than just using the epoxy just for that  
21 one seam, when I go to do the bar, I would have  
22 just do both, you know.

23 THE COURT: And what is this,  
24 Ms. Julien?

25 MS. JULIEN: Okay. That's you were



1 asking me about the date of the granite.

2 THE COURT: Okay.

3 MS. JULIEN: That's the day that I  
4 purchased the granite and when I call him and --

5 THE COURT: Okay. So that date is  
6 August 27th.

7 MS. JULIEN: Yes, Your Honor.

8 THE COURT: The text message exchange  
9 with you and Mr. Matthew was back on August --  
10 well, started August 9th and ended on August 15th  
11 with you telling him that you're gonna take him to  
12 court and Consumer Affairs. Why would he then on  
13 August 27 want to come and do anymore work for  
14 you?

15 MS. JULIEN: Because he was not coming  
16 to do the work. He had me stranded, Your Honor.

17 THE COURT: So did you not discharge him  
18 from the work at that point?

19 MS. JULIEN: I was still waiting -- I  
20 was still waiting on him, Mr. -- Judge, Your  
21 Honor. I was still waiting on him, give him a  
22 chance to complete the work and he was not coming.

23 And the cabinet that came from the  
24 company, they were already assembled. All he had  
25 to do was to just hang them on the wall. They

1 were already assembled. So he didn't had to put  
2 them together to assemble them; just to hang them  
3 on the wall. They had already came assembled.

4 I think he also said something that was  
5 not true. He also ask me to buy adhesive to do  
6 the bar when, in fact, on that same agreement he  
7 gave me that he put there, he told me it need  
8 adhesive and I should buy the adhesive when, in  
9 fact, he has in the note there he will buy the  
10 adhesive. So he didn't want to come. And I am  
11 not the only person who have problem with  
12 Mr. Matthew. He does this all the time.

13 THE COURT: And you have other people  
14 here to testify?

15 MS. JULIEN: No, Your Honor.

16 THE COURT: Okay. Then that statement  
17 means nothing to the Court in that circumstance.

18 MS. JULIEN: Okay.

19 THE COURT: Mr. Matthew, do you have any  
20 other evidence or testimony that you would like to  
21 present?

22 MR. MATTHEW: At this time, no, Your  
23 Honor.

24 THE COURT: Ms. Julien, do you have any  
25 other testimony or evidence that you would like to

1 present?

2 MS. JULIEN: Yes. This is what Mr. --  
3 this was in the cabinet for my microwave, which he  
4 didn't had to cut. And this is when he start  
5 cutting and I'm telling him no. Leave it, leave  
6 it as it is.

7 THE COURT: That's a picture of some  
8 electrical wires.

9 MS. JULIEN: Yes. Because --

10 THE COURT: What --

11 MS. JULIEN: -- this is what he cut.

12 Sorry.

13 THE COURT: What could that possibly add  
14 to your testimony?

15 MS. JULIEN: Because this is an item  
16 that was already in my cabinet and this is how I  
17 wanted it to be done.

18 THE COURT: All I see in that picture,  
19 ma'am, is a picture of some electrical wires.

20 MS. JULIEN: Because he --

21 THE COURT: I have no idea where those  
22 electrical wires came from.

23 MS. JULIEN: He knows where they came  
24 from.

25 THE COURT: What does what he know have

1 to do with what I know?

2 MS. JULIEN: That's the --

3 THE COURT: You have the responsibility  
4 of providing the evidence and proving your case.

5 MS. JULIEN: Yes, Your Honor.

6 THE COURT: What I'm telling you is that  
7 proves nothing, so there is no need to admit it  
8 had.

9 MS. JULIEN: Okay.

10 THE COURT: I already have your  
11 testimony that he cut wires in your cabinet.

12 MS. JULIEN: Correct, Your Honor.

13 THE COURT: Your picture shows me  
14 nothing.

15 MS. JULIEN: Okay, Your Honor.

16 THE COURT: Any other evidence or  
17 testimony?

18 MS. JULIEN: Would you -- the person who  
19 would like to testify is not here. She's not on  
20 island. She's --

21 THE COURT: What is the person going to  
22 testify to? That they overheard a conversation  
23 that you had with Mr. Matthew while you were at  
24 Armery?

25 MS. JULIEN: Yes.

1 THE COURT: We don't need that  
2 testimony. Your testimony is quite sufficient.

3 MS. JULIEN: Okay, Your Honor.

4 THE COURT: Anything else?

5 MS. JULIEN: No, Your Honor.

6 THE COURT: Okay. You can have a seat.

7 MS. JULIEN: Thank you.

8 THE COURT: The Court has heard the  
9 testimony of the parties, the extensive testimony  
10 of the parties, and the Court finds that there was  
11 clearly some break down in communication between  
12 the plaintiff and the defendant that left us at  
13 the point here where we have both a claim and a  
14 counterclaim.

15 The evidence presented seems to suggest  
16 that there were some incidents where Mr. Matthew's  
17 work was untidy; and Mr. Matthew has indicated  
18 that at some points there was some delay or  
19 procrastination in performing the work, but the  
20 matter to be decided by the Court is whether or  
21 not Mr. Matthew is entitled to the balance of the  
22 money that -- pursuant to the agreement that he  
23 had with Ms. Julien for the work. That would be  
24 his claim.

25 And the Court must also decide whether

1 or not Ms. Julien is entitled to recover the  
2 damages that she are alleging because of the work,  
3 having to complete the work and repair the work.

4 With regards to the electrical work that  
5 was performed, the Court does find that  
6 Ms. Julien, if not explicitly, implicitly  
7 authorized the work to be done. In fact,  
8 Ms. Julien purchased the breaker box into which  
9 the wires were placed. However, Ms. Julien did  
10 have to hire someone to come and correct the  
11 electrical work that was done. And so I do  
12 believe that she's entitled to return of the \$150  
13 that she paid to correct the electrical work that  
14 was performed by Mr. Matthew.

15 With regards to the shaving of the  
16 cabinets, the Court finds that it's not unusual,  
17 in fact, Mr. Matthew aptly explains that in  
18 placing cabinets on the floor, they may have to be  
19 shaved because floors are often uneven. And while  
20 the parties had an agreement that Mr. Matthew  
21 evidently would do some work on the floor itself,  
22 by the fact that shaving still had to take place,  
23 it's clear that the floor even after the work he  
24 did was not level. I don't find that to be in any  
25 way negligent or reckless. In fact, I think that

1 was the appropriate standard to be employed.

2 I've heard the testimony of Ms. Julien  
3 with regards to the refrigerator portion of the  
4 cabinet that it was not tall enough to accommodate  
5 the refrigerator. Mr. Matthew's testimony is that  
6 he ensured that there was 71 inches of clearance  
7 as would be required for the largest possible  
8 fridge that could fit there.

9 Ms. Julien testified that the fridge was  
10 custom made and presented evidence that indicated  
11 such; however, the size indicated was 68 and 5/8th  
12 inches. Somehow still when the refrigerator came  
13 in, it could not fit into the cabinet and  
14 additional work had to be done.

15 Based on the evidence that was provided  
16 I cannot find that Mr. Matthew is liable for the  
17 extra work that had to be done because pursuant to  
18 his testimony and the evidence received, he met  
19 the required standard that was established by the  
20 parties of 71 inches. So, I'm not sure what  
21 happened with the fridge and with the dimensions  
22 that came with the fridge, but I can't hold him  
23 responsible for that if he did the work as he was  
24 supposed to.

25 With regard to the cracked granite

1 countertop, Mr. Matthew testified or admitted that  
2 the countertop was broken as they installed it;  
3 however, there was a process that he could go  
4 through to fix it. I'm not sure what that process  
5 was, but he never had an opportunity to fix that.

6 Ms. Julien indicates that the crack was  
7 not repaired. As such, there is nothing for this  
8 Court in order to -- no evidence before this Court  
9 in order to determine the value of that damage to  
10 the cracked countertop. And so the Court will  
11 assign a value to it, a modest value to that  
12 damage at \$200.

13 With regard to the backsplash, the Court  
14 finds that Mr. Matthew did complete the work on  
15 the backsplash. Granted it was not to the liking  
16 of Ms. Julien, but it was completed. It was not  
17 sealed, however, there is no evidence presented to  
18 the Court that there was an agreement to seal the  
19 stone, but I do find that it is a standard  
20 practice when you have that type of back drop or  
21 countertop that some sealant is applied.

22 Ms. Julien testified that the stone  
23 became discolored. Mr. Matthew testified that it  
24 did, but it could have been cleaned, but  
25 Ms. Julien stopped him from performing the work.



1           Mr. Matthew testified that Ms. Julien  
2 did not like the way the tiles looked and decided  
3 to get other tiles that would match the decor  
4 better. And I do find his testimony to be  
5 credible. That is supported by the evidence  
6 that's presented by Ms. Julien that instead of  
7 purchasing the same type of tiles she had before,  
8 she purchased a different type of tile. And so  
9 the tiles were replaced.

10           Ms. Julien has provided invoices that  
11 show the tiles that were originally bought and  
12 then the tiles that were replaced, but there is no  
13 valuation of the cost to replace the tiles. And  
14 so the Court will again assign a moderate value to  
15 that replacement at \$200.

16           With regards to the bar top, Mr. Matthew  
17 admitted that the bar top was not completed along  
18 with a small section of the kitchen countertop.  
19 Ms. Julien has presented evidence that she paid  
20 319 -- I'm sorry -- a \$275 deposit and then an  
21 additional \$319 for the installation of the bar  
22 top. That's a total of \$594.

23           MR. MATTHEW: Your Honor --

24           THE COURT: And so I will award her \$594  
25 for the installation of the bar top.

1 MR. MATTHEW: I could object, Your  
2 Honor?

3 THE COURT: Not really, but go ahead.

4 MR. MATTHEW: When I look at the two  
5 check, invoices, one of them is for purchasing the  
6 slab and the other one is for the work.  
7 Because --

8 THE COURT: Okay. Hold on, sir. I'm  
9 looking at the two checks. One says deposit and  
10 one says work. So that does not indicate what you  
11 just said to me. That indicates that she paid a  
12 deposit to the gentleman and then she paid for the  
13 work to be done.

14 Ms. Julien, hand the marshal the check  
15 register again, please, because it's not clear on  
16 the Court's copy.

17 MS. JULIEN: (Handing.)

18 Check No. 5444 indicates it was paid to  
19 Miguel Guadeloupe, \$275 as a deposit. Check No.  
20 5445 indicates that it was made to Miguel  
21 Guadeloupe, \$319; replace work is what it says.  
22 And so the Court does find that both were for the  
23 same job and will credit Ms. Julien with that  
24 \$594. That very well seems to tie up both the  
25 claim and the counterclaim.

1           The Court should note for the record,  
2 Ms. Julien, that your remedy if you do not like  
3 the work that someone is performing is to get  
4 someone else to perform the work. You should  
5 always check and verify about the people that  
6 you're hiring to do work before you hire them so  
7 that you don't end up in a situation where you're  
8 not satisfied with the work that they perform, but  
9 it's not sufficient to hire somebody, not like the  
10 work and then decide not to pay them.

11           By my estimation, \$150 for the  
12 electrical work, \$200 for the cracked granite,  
13 \$200 for replacing the backsplash, and 594 for  
14 installation of the bar top. And if my math is  
15 correct that's \$1,144. So, Ms. Julien, on your  
16 counterclaim I'm going to award you that \$1,144.  
17 And, Mr. Matthew, on your claim I am going to  
18 award you \$2,850.

19           As a practical matter that means,  
20 Ms. Julien, that you still owe Mr. Matthew \$1,706,  
21 which is the balance of the value of the work that  
22 he performed. That will be the judgment of the  
23 Court.

24           MS. JULIEN: Can I say something, Your  
25 Honor?

1 THE COURT: The court is over -- I mean,  
2 the case is over, but you may.

3 MS. JULIEN: Okay. Your Honor,  
4 Mr. Matthew lied. I never said -- I never said I  
5 did not like those tiles. The purchase price that  
6 I bought those tiles for --

7 THE COURT: Okay. Ms. Julien, the case  
8 is over.

9 MS. JULIEN: Yes, Your Honor --

10 THE COURT: I have determined --

11 MS. JULIEN: Yes, Your Honor. Yes, Your  
12 Honor, you reach your judgment.

13 THE COURT: Ma'am.

14 MS. JULIEN: I know you reach your  
15 judgment --

16 THE COURT: Ma'am.

17 MS. JULIEN: -- Your Honor, but it's not  
18 correct.

19 THE COURT: Ma'am, when I'm speaking  
20 everybody else in the courtroom is quiet. I am  
21 the trier of fact. I determine whether or not  
22 what he said is true or not. Not you. And I have  
23 determined that I believe his testimony and it was  
24 supported by the evidence that you presented. If  
25 you are not satisfied with my judgment, then you

1 can appeal the judgment, but that is my judgment.  
2 So there is no need for additional testimony.

3 MS. JULIEN: Okay. But the limestone,  
4 if you ask the professional when it's stained,  
5 it's stained. It cannot removed, okay. And so  
6 that is not --

7 THE COURT: Ms. Julien, why are you  
8 still speaking? The case is over.

9 MS. JULIEN: Yes, but what he told you  
10 is not correct about the limestone.

11 THE COURT: There is only one of us here  
12 who has experience doing that work and that is  
13 Mr. Matthew.

14 MS. JULIEN: And Mr. Matthew credibility  
15 is not --

16 THE COURT: Ma'am, I am speaking. When  
17 I am speaking, you be quiet, you understand?  
18 Mr. Matthew presented his evidence. He is the one  
19 who has a license to do work. If you wish to  
20 present evidence to the contrary, it was your  
21 responsibility to bring in another expert who  
22 could counteract his testimony. You did not do  
23 so. It's your burden of proof on your  
24 counterclaim; not his. And so my decision is  
25 final.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing **JOINT APPENDIX** was sent via U.S Mail, postage prepaid to the following individual on this 13<sup>th</sup> day of August 2022:

Victor S. Matthew  
P.O. Box 4311  
Kingshill, VI 00851

  
JANET V. JULIEN

1 MS. JULIEN: Okay.

2 THE COURT: How high was the  
3 refrigerator?

4 MS. JULIEN: First, Your Honor, the  
5 refrigerator is a special made. I had them -- I  
6 ordered it, the information from BrandsMart, with  
7 the appliances from BrandsMart USA --

8 THE COURT: You're giving me all kinds  
9 of things that are not answering my question.

10 MS. JULIEN: Yes, Your Honor, because  
11 the refrigerator is not going in the store and buy  
12 it. It takes six weeks to make.

13 THE COURT: How tall was the  
14 refrigerator?

15 MS. JULIEN: Okay. One second. I'm  
16 gonna get it --

17 MR. MATTHEW: Because, Your Honor, from  
18 the width there is nothing that we can cut from  
19 it.

20 THE COURT: Hold on, Mr. Matthew.

21 MR. MATTHEW: Okay.

22 MS. JULIEN: This is for the  
23 refrigerator, those that underline.

24 MR. MATTHEW: Yeah, but nothing -- let  
25 me see. The height, the height is what we looking

1 for. All right. Take it to you, Your Honor. If  
2 you look at the bottom, Your Honor, you see the  
3 height.

4 THE COURT: Hold on, sir.

5 MS. JULIEN: I have more pictures in  
6 the -- with the conversation, Your Honor.

7 THE COURT: The height says 68 and five  
8 and a half inches. Mr. Matthew says that he had  
9 71 inches of clearance. So how is it possible  
10 that the cabinet had to be raised?

11 MS. JULIEN: Because how it's -- due to  
12 the fact it's special made, the top of the  
13 refrigerator. And I have the two numbers. The  
14 guy -- miguel, you can call if he answer and  
15 Peter, the guy --

16 THE COURT: That's not how this works,  
17 ma'am. We don't call witnesses who are not here  
18 to testify.

19 MS. JULIEN: Okay.

20 THE COURT: It's your responsibility if  
21 you want people to give testimony to make sure  
22 that they are here.

23 MS. JULIEN: Okay. And Mr. Matthew also  
24 indicated that --

25 THE COURT: So let's go back to my