

OFFICIAL RECORD

Requested By:

TERRY MCCAIN

✓ From: Dr. Terrylyn McCain, Ph. D.
2549 N. Beecher Road
Stockton, California 95215

To: Color Glo Custom Upholstery
582 Commerce Ct.
Manteca, California 95336
(209) 823-7184

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 22.00
BK-0907 PG- 1048 RPTT: 0.00



Specifically: 1. Adam Soares, Operation Manager, Owner.
2. Steve, Employee

AFFIDAVIT OF TRUTH

I, Dr. Terrylyn McCain, Ph. D., the undersigned, hereinafter Affiant, make this affidavit of my own free will, and hereby affirm, under oath, that the information contained in this affidavit is true and correct.

This affidavit is lawful notification to Color Glo Custom Upholstery; (hereinafter referred to as Color Glo), Operations Manager, Adam Soares; Steve, an employee for Color Glo, and is hereby sent to the above named recipients pursuant to the Presumptive Letter dated May 5, 2007, delivery confirmation number #0306 0320 0003 3708 6441 and June 18, 2007 an amended Presumptive letter was sent with delivery confirmation number #0306 0320 0003 3708 6472. The Presumptive Letter required your written response to me within 30 days, via your sworn and notarized statement of facts, specific to the subject matter specified in that Presumptive Letter. Notice to Principals is notice to agents, and notice to agents is notice to Principals. You are hereby noticed that your failure to respond, as stipulated, and rebut, with particularity, anything with which you disagreed with in that Presumptive Letter, was your lawful, legal and binding agreement with and admission to the fact that everything in that Presumptive Letter was true, correct, legal, lawful, and fully binding upon you in any court in America, without your protest or objection, or that of those who represent you. Your silence was your acquiescence. See: *Connally v. General Construction Co.*, 269 U.S. 385,391. Notification of legal responsibility is "the first essential of due process of law". See also: *U.S. V. Tweel*, 550 F.2d.297. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading."

We hereby affirm, by and through my personal, first-hand knowledge, that the following actions and events took place:

1. I made several telephones calls to recipients, which they did not return.
2. Three letters notified recipients and they did not reply.
3. The letters notified recipients: (a) of my statements; (b) that they, within a specified time period, had to rebut the statements and facts made in those letters if they disagreed with them; (c) that if they failed to do so, then they agreed with and admitted to all my statements and facts.
4. Color Glo received the letters but failed to respond to the subject matter contained in them;
5. Color Glo failed to rebut any of my statements, or facts made in the referenced letters;
6. Pursuant to the notice contained in the letters, Color Glo, by their failure to respond to, and further, by their failures to rebut my statements and facts made in referenced letters; agree and admit to my statements and the facts contained in the referenced letters.
7. By their failure to rebut the statements and charges contained in the referenced letters, they admit to all of my statements and facts. Some of those statements and facts to which Color Glo agree, by their failure to rebut them, are listed below.

Statements to which Color Glo agrees through refusal to rebut.

1. The final bill, which includes the new top and repair of the seats, was settled with cash. And there was no remaining balance of \$199.00.
2. The Jaguar had been "parked" and covered for more then two years.
3. The total estimate for repair of the broken spoiler was **\$1,404.81, but was repaired for \$1,024.45. (See attached)**
4. Your employee Steve examined the car for dents and scratches, before the car was removed from the Beecher property. He found no broken spoiler.
5. The spoiler on the car **"was not broken"** when you removed the car from the Beecher property.
6. Steve, your employee acknowledged the **car did not have a broken spoiler** when he picked up the car.
7. When you returned the car the first time, I had to inform Steve about the to damage to the door, he did not tell me.
8. You gave me an estimate for the damage and you did repair it.
9. When you returned the car the second time, after the repair of the door, the spoiler was broken.



9. Steve knew the car had a broken spoiler because it could not be driven more than twenty-five miles per hour without the front part of the spoiler hitting the ground
10. Steve knew he was returning a crippled car with a broken spoiler, which could not be driven.
11. I called Color Glo several times to resolve this matter, and you refused to respond.
12. Color Glo is responsible for the damage to spoiler on the Jaguar.
13. The cost of the damage is \$ 1024.45 and was paid to Bruce's Body Shop for the repair of the broken spoiler.
14. The initial estimate was adjusted and reduced when Bruce's Body Shop was in process of repairing the spoiler.
15. Color Glo, or the owner Adam Soares, have refused to pay for repairs.
16. The Jaguar will have to be loaded on a flat bed truck to be transported for repairs or driven on the highway twenty miles an hour.
17. The Jaguar was repaired the week of June 11, 2007, by Bruce's body shop in Stockton.
18. I demand that Color Glo reimburse me for the out of pocket expense for the repair to the spoiler on the Jaguar.

Lawful notification has been provided to you stating that if you do not rebut the statements and facts made in the Presumptive Letter, then you agree with and admit to them. Pursuant to that lawful notification, if you disagreed with anything stated in that Presumptive Letter, then you needed to rebut that with which you disagreed with, with particularity, within thirty (30) days of receipt thereof, by means of your written, sworn and notarized affidavit of truth, based in specific, relevant fact and law to support your disagreement. Your failure to respond, as stipulated, is your agreement with and admission to the fact that everything in that is true, correct, legal, lawful, and is your irrevocable admission attesting to this, fully binding upon you in any court of law in America, without your protest, objection or that of those who represent you.

Affiant further sayeth naught.

All Rights Reserved,



Dr. Terrylyn McCain, Ph. D.

Date



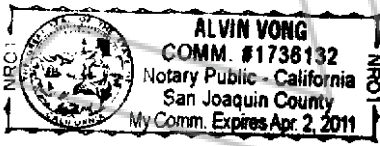


County of San Joaquin, State of California,

I swear that on this 2nd day of August, 2007, the above named Affiant,

Doreen Lynn McCall, (S.A.) appeared before me, and of their own free will, signed this Affidavit of Truth.

Alvin Vong
Notary Public



My Commission Expires: April 2nd, 2011

cc: Color Glo Custom Upholtery

COPY



[Handwritten signature]

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Job Number:

BRUCE'S BODY SHOP
License #: EPA000042198 Federal ID #: 942792553
"WHERE QUALITY IS EXCEEDED"
2348 NORTH WILSON WAY
STOCKTON, CA 95205
(209) 948-0712 Fax: (209) 948-8742

PRELIMINARY ESTIMATE

Written By: Chuck Moorehead
Adjuster:

Insured: TERRYLYN MCCAIN
Owner: TERRYLYN MCCAIN
Address: 2549 N BEACHER
STOCKTON, CA
Day:
Evening:

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact: 12. Front

Inspect
Location:

Insurance
Company:

Days to Repair

1994 JAGU XJS 6-4.0L-FI 2D CNVT WHITE Int:
VIN: SAJNX2740RC191129 Lic: 3VDJ151 CA Prod Date: 11/1993 Odometer: 111105
Air Conditioning Rear Defogger Tilt Wheel
Cruise Control Intermittent Wipers Climate Control
Theft Deterrent/Alarm Tinted Glass Dual Mirrors
Fog Lamps Clear Coat Paint Power Steering
Power Brakes Power Windows Power Locks
Power Driver Seat Power Passenger Seat Power Antenna
Power Mirrors AM Radio FM Radio
Stereo Cassette Search/Seek
Equalizer Anti-Lock Brakes (4) Driver Air Bag
Passenger Air Bag 4 Wheel Disc Brakes Leather Seats
Bucket Seats Recline/Lounge Seats Heated Seats
Automatic Transmission Overdrive Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		FRONT BUMPER				
2		O/H front bumper			2.5	
N 3**	Repl	RECOND Bumper cover	1	375.00	Incl.	2.5
4		Add for Clear Coat				1.0
5#	Repl	CLIPS\RIVETS	1	12.00	Incl.	
6#		TINT TO MATCH	1		0.5	
7#		HAZARDOUS WASTE REMOVAL	1	3.00		
8#		COLOR SAND AND POLISH	1		0.5	
Subtotals ==>				390.00	3.5	3.5



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PRELIMINARY ESTIMATE
1994 JAGU XJS 6-4.0L-FI 2D CNVT WHITE Int:

Line 3 : POSSIBLE HIDDEN DAMAGE SUBJECT TO TEAR DOWN AND INSPECTION

Parts		390.00
Body Labor	3.5 hrs @ \$ 68.00/hr	238.00
Paint Labor	3.5 hrs @ \$ 68.00/hr	238.00
Paint Supplies	3.5 hrs @ \$ 34.00/hr	119.00

SUBTOTAL		\$ 985.00
Sales Tax	\$ 509.00 @ 7.7500%	39.45

GRAND TOTAL		\$ 1024.45
ADJUSTMENTS:		
Deductible		0.00

CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 1024.45

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: MOTOR ABBREVIATIONS/SYMBOLS: D-DISCONTINUED PART A-APPROXIMATE PRICE LABOR TYPES: B-BODY LABOR D-DIAGNOSTIC E-ELECTRICAL F-FRAME G-GLASS M-MECHANICAL P-PAINT LABOR S-STRUCTURAL T-TAXED MISCELLANEOUS X-NON TAXED MISCELLANEOUS PATHWAYS: ADJ-ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND-BLEND CAPA-CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R-DISCONNECT AND RECONNECT EST-ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NAGS=NATIONAL AUTO GLASS SPECIFICATIONS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART COMP REPL PARTS=COMPETITIVE REPLACEMENT PARTS RECOND=RECONDITION REFIN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT-RIGHT SECT=SECTION SUBL=SUBLET LT-LEFT W/O=WITHOUT W/_=WITH/_ SYMBOLS: #-MANUAL LINE ENTRY *=OTHER [IE. MOTORS DATABASE INFORMATION WAS CHANGED] **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE. MQVP=MANUFACTURER'S QUALIFICATION AND VALIDATION PROGRAM. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT. NWCPP=NATIONWIDE CRASH PARTS PROGRAM.

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Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide BEB4710, CCC Data Date 05/01/2007, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (-) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2006 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.



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Job Number:

PRELIMINARY ESTIMATE
1994 JAGU XJS 6-4.0L-FI 2D CNVT WHITE Int:

ALTERNATE PARTS SUPPLIERS

3 RECOND Bumper cover	Part No. BEC013469XXX	Price \$375.00
The Bumper Warehouse	(916)371-5555	
604 GALVESTON ST	(916)371-5555	
WEST SACRAMENTO, CA 95651		

COOPY

