

0125  
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Plaintiff, *Pro Se*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

KEITH LEHMAN,

Plaintiff,

v.

GREEN PROMOTIONS, INC, a Nevada  
Corporation; CN HOLDINGS, LLC, a Nevada  
Limited Liability Company; CHAD TAYLOR,  
an individual; NICK PHILLIPS, an individual;  
and DOES 1 through 100,

Defendants.

CASE NO.: A-13-688018-C  
DEPT. NO.: XXI

Hearing Date: April 9, 2014  
Hearing Time: 9:30 a.m.

**OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

Pursuant to NRCP 56, Plaintiff KEITH LEHMAN, appearing *pro se*, submits this opposition to the pending Motion for Summary Judgment, on file herein, to demonstrate to the Court that there is a genuine issue of material fact in this case that precludes the entry of a judgment as a matter of law.

This opposition is based upon and supported by the following Memorandum of Points and Authorities, the pleadings and papers on file, the affidavits and exhibits attached hereto, and any argument that the Court may allow at the time of the hearing.

DATED this 14th day of March, 2014.

Respectfully submitted by:

  
\_\_\_\_\_  
KEITH LEHMAN, Plaintiff, *Pro Se*

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. STATEMENT OF FACTS**

In response to the facts set forth in the moving party's Motion for Summary Judgment ("MSJ"), Plaintiff provides the following statement of facts:

1. In addition to the contracts described in defendants' MSJ, in December 2012, a meeting took place between Chad Taylor ("Taylor"), Nick Phillips ("Phillips") and myself to discuss how defendants could get current on their payments to me. It was decided and agreed upon at this meeting that Taylor and Phillips would sell the Océ LightJet 500, serial number 4601003 and the 85in Kreonite Processor, serial number KKA92787 (hereinafter the "Subject Equipment"). It was agreed that any and all money obtained from the sale of the Subject Equipment would go to me to bring all defendants current on the existing contract. This oral agreement was not a modification to the original contract, as defendants argue in their MSJ, but was an additional step to bring the defendants current, so that they could be in line with the original contract.

2. On or about March 6, 2013, defendants advised me that they had a buyer for the Subject Equipment and that this buyer was willing to pay \$45,000.00. Simultaneously, I found a willing buyer for the Subject Equipment, who was willing to pay \$90,000.00. I conveyed this information to defendants. Phillips provided my buyer with defendants' business address so that the buyer could come look at the Subject Equipment. The very next morning, my prospective buyer and his wife drove from California to look at and purchase the Subject Equipment, with check in hand. Upon our arrival to defendants' business, my prospective buyer and I learned that the Subject Equipment was gone, as defendants quickly sold the Subject Equipment to their buyer, for an amount of money, the specific amount of which has not been disclosed to me.

3. Eventually, after several heated discussions, a new agreement referred to as the Settlement Agreement was negotiated and agreed upon. I maintain that I was under extreme duress, both financially and in terms of health, and it was due to this duress that I signed the Settlement Agreement.

4. On or about March 20, 2013, I filed a UCC filing on all of the equipment that is the subject of this litigation. Attached as Exhibit A is a copy of the UCC filing.

1           5.       On July 20, 2013, upon not receiving July's payment pursuant to the Settlement  
2 Agreement and only one month into this Agreement, and not hearing from defendants, I emailed  
3 Taylor and Phillips stating that it was obvious they could not make July's payment. I told them they  
4 had until the end of that week to come current or I would have to turn the matter over to an attorney  
5 and act upon my UCC filing on the equipment. Taylor responded, "Keith you are wrong and  
6 threatening me is not a good idea. I will review the doc [Settlement Agreement] and decide how we  
7 will move forward." Phillips responded to me, stating, "My belief in matters like this is that when  
8 someone says lawyer, we stop talking. Tell him [me] to have his attorney contact us so that we can  
9 have a rational conversation about what our agreement is and what the procedure is for when we are  
10 delinquent like this." Taylor and Phillips had the audacity to refer to this late payment issue as a  
11 "hiccup," here after they had missed so many payments and all the concessions I had to make over and  
12 over to obtain at least some of the compensation for which the Contract and the Settlement Agreement  
13 contractually provides. A true and correct copy of the email discussion is attached hereto as Exhibit B.

14           6.       To address defendants' flippant response of July 20 (above), on July 21, 2013, I sent a  
15 lengthy email to Taylor and Phillips, laying out my valid concerns with their missed payment,  
16 demonstrating that this missed payment is not a mere "hiccup." They responded loftily and  
17 condescendingly, stating, "Stop being difficult and no need for these long emails, you will be paid. Be  
18 happy that you just made another \$600 [late fees] and stand by. If you would like to get involved in  
19 another long drawn out legal issue fine but seems like a waste of time. You will get paid as since the  
20 day I shook your hand I have never lied or cheated you for a thing. . . . You can stop threatening me  
21 with legal shit, it does not scare me, do whatever the you [sic] like I will still survive. And please don't  
22 respond to this as I have already spent more time on these emails than necessary." A true and correct  
23 copy of this email discussion is attached hereto as Exhibit C.

24           7.       On August 2, 2013, I sent a certified letter to all defendants giving formal notice of  
25 breach and made a demand for payment. In response to my August 2nd correspondence, Taylor called  
26 me and said that by me demanding payment, he was starting not to like me, and if he did not like me,  
27 he was not going to pay me anything. I responded by asking where in the agreement it said that he had  
28 to like me in order to get paid. Taylor then stated, "Fuck you, you are not getting anything."

1           8.       Most significantly, since the filing of this Complaint, in or about February 2014, the  
2 business of Tangible Color has been closed (at least as to the location it was operating in). All of my  
3 equipment that was listed on the Asset List attached to the Complaint (not just the two pieces of  
4 equipment that are referred to as the Subject Equipment in the Complaint), and including personal  
5 items, are gone and defendants Taylor and Phillips, individually and personally, refuse to tell me where  
6 the equipment is located and/or whether it has been sold. I have learned through discovery that the  
7 name "Tangible Color" has been sold to a company known as Patrick Signs, but defendants refuse to  
8 tell me where the equipment is, and/or whether Patrick Signs also purchased the equipment.

9           9.       Paragraph 5 of the Settlement Agreement states specifically and explicitly, "Purchase  
10 [defendants] no longer owns any of the Equipment listed above and has no rights to sell or transfer the  
11 Equipment." A copy of the Settlement Agreement is attached as Exhibit D.

12           10.      Both defendant business entities went into default status with the Secretary of State of  
13 Nevada as of the end of 2013. The MSJ erroneously, or more likely deceitfully, states that CN and  
14 GPI are in good standing. (See MSJ, p. 4, lines 12-13.) Attached as Exhibit E are copies of the  
15 business entities' printouts from SilverFlume reflecting their defaulted status.

## 16 **II. STANDARD FOR SUMMARY JUDGMENT**

17           NRCP 56(c) states in relevant part that "[t]he judgment sought shall be rendered forthwith if the  
18 pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits,  
19 if any, show that there is no genuine issue as to any material fact and that the moving party is entitled  
20 to a judgment as a matter of law." The party moving for summary judgment bears the initial burden or  
21 production to show the absence of a genuine issue of material fact. *Cuzze v. University & Comm.*  
22 *College System of Nevada*, 172 P.3d 131 (Nev. 2007).

23           When a summary judgment motion is made, all of the opposing party's statements must be  
24 accepted as true, all reasonable inferences that can be drawn from the evidence must be admitted, and  
25 the trial court cannot decide issues of credibility based upon the evidence submitted in the motion.  
26 *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (Nev. 2002). In deciding  
27 whether summary judgment is appropriate, the evidence must be viewed in the light most favorable to  
28 the party against whom summary judgment is sought, and the factual allegations, evidence, and all

1 reasonable inferences in favor of the nonmoving party must be presumed correct. *See NGA #2 Ltd.*  
2 *Liability Co. v. Rains*, 113 Nev. 1151, 1157, 946 P.2d 163, 167 (Nev. 1997).

### 3 **III. ARGUMENT**

4 In the present case, there are genuine issues of material fact, specifically:

5 The most important undisputed fact is that defendants breached, not one, but several contracts.  
6 Clearly at issue here is Taylor's and Phillip's conduct in failing to make payments according to the any  
7 agreements - their flippant attitude in their communication with me regarding their failure to pay  
8 pursuant to the Settlement Agreement demonstrates a malicious intent, whether it was the business  
9 entities' obligation only and not Taylor and/or Phillips. (See attached emails and texts attached hereto  
10 as Exhibits B, C & F.) Further, the communications between myself and Taylor and Phillips reflect  
11 their acceptance and acknowledgement as to the debts owed. The emails and texts from them refer to  
12 "I," "we," and "us;" nowhere do they mention the business names, nor do they state that they are  
13 speaking on behalf of the entities. For example, one of Taylor's text to me regarding the status of my  
14 check states "I paid another large debt and shorted myself for a moment I will have it for you this week  
15 with whatever penalties." A copy of this text is attached hereto as Exhibit F. Several discussions  
16 between us are along the same lines. Most are attached to the Complaint.

17 However, this case goes much further than simply breach of contract and failure to pay. I  
18 recently received the defendants' responses to discovery, which explain that the defendants' business  
19 entity name known as "Tangible Color" has been sold to Patrick Signs. However, the responses do not  
20 specify where the equipment is located. I have a UCC filing on the equipment. (See Exhibit A.) The  
21 settlement agreement itself, drafted and prepared by Taylor and Phillips, clearly states that the  
22 defendants do not own the equipment, and had no right to sell or transfer the equipment. (See Exhibit -  
23 D.) It was Taylor and/or Phillips themselves that removed, sold, transferred the equipment to a  
24 different location and/or to another entity. This goes much further than just a breach of the payment  
25 according to the contract. Their conduct has risen to that of malice, which allows me to pierce the  
26 corporate veil. Further, the fact that the business entities are not in good standing supports my position  
27 that the individuals themselves are liable under all causes of action. "A Nevada entity in default status  
28 loses its legal ability to prosecute and defend a law suit. Additionally, the Court's scrutiny of the entity

1 in the face of adverse claims for disregard of the corporate entity or 'piercing the corporate veil,' to  
2 obtain the personal liability of the entity's principals, becomes harsher when the entity in question has  
3 failed to maintain its good standing." (Global Business Lawyers website.) The law is not designed to  
4 shield individuals' malicious conduct and blatant disregard for a corporation's obligations, as well as  
5 their own individual responsibilities. This conduct, especially in the midst of ongoing litigation, is  
6 fraudulent.

7 Taylor and Phillips intentionally and fraudulently sold the two pieces of equipment referred to  
8 in the Complaint as the Subject Equipment that they did not yet own, and would not own until the full  
9 amount of the purchase price was paid, and did not pay anything to me, as was orally agreed-upon by  
10 Taylor and Phillips individually. Taylor and Phillips would rather have taken a lesser amount of  
11 money for the Subject Equipment paid directly to them from their buyer, as opposed to a larger amount  
12 paid directly to me by my buyer. Clearly, Taylor and Phillips wanted control over any money paid for  
13 the Subject Equipment so that they wouldn't have to pay me anything. Taylor and Phillips never had  
14 any intention of paying me any money, from the sale of the Subject Equipment or otherwise. In  
15 response to Request for Admission, No. 4, which asks the parties to admit that I advised them of a  
16 potential buyer, both Taylor and Phillips respond, "Admit, but the equipment was already sold,  
17 packaged and was to be picked up the day of notice from Keith." Attached as Exhibit G are copies of  
18 Taylor's and Phillips' responses to request for admission. This is blatantly untrue, as Phillips had a  
19 telephone conversation with my potential buyer and provided them with the business address so that  
20 they could come see the equipment the next day.

21 Notably, in their MSJ, Taylor and Phillips note that the Complaint I filed refers to the "Subject  
22 Equipment" as only the two items, specifically the Oce' LightJet 500 and the 85 in Krenonite  
23 Processor. The reason only these two pieces of equipment are mentioned in the Complaint is because  
24 at the time of the filing of this complaint, I knew where all the remaining equipment was; it was  
25 located where it was supposed to be - in the defendants' place of business. The equipment had not  
26 been paid for, but at least I knew where it was. However, since the filing of this action, Taylor and  
27 Phillips have closed their shop's doors and destroyed, sold, and/or transferred the equipment. Or the  
28 equipment is being stored at their closed down place of business. They have refused to disclose to me

1 the location of the equipment. This conduct is malicious and amounts to fraud, for which I should be  
2 awarded punitive damages. They didn't pay me under the contract, AND they won't return the  
3 equipment. Based on these facts, a material issue in this case is Taylor's and Phillips' intent at the time  
4 of agreeing to sell the two pieces of Subject Equipment - whether they had any intent whatsoever to  
5 pay me the money or not. This agreement was between us individuals, not the business entities.

6 Taylor's and Phillips' conduct in removing/transferring/selling/destroying all of the equipment  
7 mocks the Court, the litigation procedure, and notions of justice - Taylor and Phillips have taken all of  
8 the items that are the subject of this lawsuit and removed them without notifying anyone, and continue  
9 to fail to disclose the location and whether they were paid for the items. I strongly feel that more than  
10 just the name "Tangible Color" was sold to Patrick Signs (whom I will subpoena for deposition so that  
11 I may learn whether this company should be brought into this lawsuit).

12 Likewise, whether Taylor and Phillips ever intended to pay me any money pursuant to the  
13 resulting Settlement Agreement is a material issue of fact. They did not pay me the money from the  
14 original contract, they did not pay me from the sale of the two pieces of equipment, then they entered  
15 into a supposedly Settlement Agreement, made two payments and then stopped paying. They shut  
16 their business down (or merged) and transferred the equipment. And they converted whatever money  
17 they sold the equipment for to their own uses. These facts, and the fact that the business entities are  
18 not in good standing demonstrate that Taylor and Phillips had no intention of paying me any agreed-  
19 upon compensation.

20 There is a material issue as to whether Taylor and Phillips are alter egos of the business entities  
21 CN Holdings, LLC and Green Promotions, Inc., respectively. Although the Complaint doesn't  
22 specifically allege alter ego, evidence and facts suggest alter ego. In support of the alter ego theory,  
23 Green Promotions, Inc. ("GPI") and CN Holdings, LLC ("CN") are wholly controlled by Taylor and  
24 Phillips. Phillips is the agent for service of process for CN, and Taylor is the agent for service of  
25 process for GPI. Taylor and Phillips hold every position within GPI and CN. Basically, Taylor,  
26 Phillips, GPI and CN are inescapably intertwined that for all purposes they should be treated as single  
27 entities.  
28

1 I intend to seek leave to amend the complaint to add Patrick Signs as a defendant, as well as a  
2 specific cause action directed at Patrick Signs. At that time, if the Court will allow, I could and would  
3 amend the complaint to plead specific facts to demonstrate alter ego, such as: GPI and CN approved  
4 and/or ratified the acts of its agents, Taylor and Phillips. Taylor and Phillips were acting as agents for  
5 GPI and CN; commingled the funds and other assets of GPI and CN with their own funds and assets in  
6 conducting business through GPI and CN; failed to segregate GPI and CN funds from their own funds;  
7 diverted GPI and CN funds and assets for their own use; treated GPI and CN funds and assets as their  
8 own; failed to maintain minutes or other adequate corporate records for GPI and CN; failed to  
9 adequately capitalize and/or insure GPI and CN to meet anticipated obligations; failed to maintain  
10 adequate corporate assets to meet the anticipated obligations of GPI and CN; used GPI and CN as a  
11 "mere shell," instrumentality or conduit for their own personal affairs; used GPI and CN to enter into  
12 contracts for their own benefit; diverted GPI and CN assets to the detriment of creditors, so as to  
13 concentrate assets, including the value of GPI and CN as ongoing businesses, while leaving the  
14 liability of GPI and CN; and used the names GPI and CN to confuse parties with whom Taylor and  
15 Phillips dealt and to hide the true capacities in which Taylor and Phillips were contracting in an effort  
16 to avoid performance and as a shield against personal liability. Therefore, to recognize the corporate  
17 separateness of GPI and CN on the one hand, and Taylor and Phillips on the other, would result in  
18 inequity, and thus, GPI, CN, Taylor and Phillips should be treated as the alter ego of each of the other  
19 and the corporate entities of GPI and CN should be disregarded as a cover for personal liability.

20 Further, the fact that neither entity is currently in good standing with the State of Nevada lends  
21 credence to my argument that the individuals should not be able to shield personal liability with their  
22 defaulted business entities.

23 Phillips and Taylor argue that the original contract was replaced by the Settlement Agreement,  
24 and that this shows that Phillips and Taylor are not responsible individually. However, a material issue  
25 of fact is whether I was under duress, caused by Phillips and Taylor's conduct, in agreeing to the  
26 settlement agreement in the first place. In turn, this leads to the material issue/question of whether the  
27 original contract is still valid.  
28



1 Defendants are using the system to shirk their responsibilities, both corporate obligations and  
2 personal obligations, which is not surprising considering my history with them - they have not been  
3 honorable business people in their dealings with me. They should not be able to hide behind their  
4 corporate entities for the fraudulent activity and conduct they have engaged in, and continue to engage.

5 **IV. CONCLUSION**

6 For the reasons stated above, the Court should deny the pending Motion for Summary  
7 Judgment.

8 DATED this 14th day of March, 2014.

9 Respectfully submitted by:

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KEITH LEHMAN, Plaintiff, *Pro Se*  
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**DECLARATION IN SUPPORT OF  
OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK         )

Declarant KEITH LEHMAN, hereby swears and affirms under penalty of perjury that the following assertions are true and correct:

1. Declarant submits this Declaration in support of the Opposition to Motion for Summary Judgment filed in this case by Defendants Chad Taylor and Nick Phillips. Declarant is competent to be a witness to the matters stated in this Declaration and could and would testify to those matters in a court of law, under oath, subject to the penalty of perjury.

2. Declarant has personal knowledge of the facts and circumstances set forth below gained through: personal experience, discovery responses, and research.

3. Based upon Declarant's personal knowledge, Declarant states that:

a. A meeting took place between Chad Taylor ("Taylor"), Nick Phillips ("Phillips") and myself to discuss how defendants could get current on their payments to me. It was decided and agreed upon at this meeting that Taylor and Phillips would sell the Océ LightJet 500, serial number 4601003 and the 85in Kreonite Processor, serial number KKA92787 (hereinafter the "Subject Equipment"). It was agreed that any and all money obtained from the sale of the Subject Equipment would go to me to bring all defendants current on the existing contract. This oral agreement was not a modification to the original contract, as defendants argue in their MSJ, but was an additional step to bring the defendants current, so that they could be in line with the original contract.

b. On or about March 6, 2013, defendants advised me that they had a buyer for the Subject Equipment and that this buyer was willing to pay \$45,000.00. Simultaneously, I found a willing buyer for the Subject Equipment, who was willing to pay \$90,000.00. I conveyed this information to defendants. Phillips provided my buyer with defendants' business address so that the buyer could come look at the Subject Equipment. The very next morning, my prospective buyer and his wife drove from California to look at and purchase the Subject Equipment, with check in hand. Upon our arrival to defendants' business, my prospective buyer and I learned that the Subject

1 Equipment was gone, as defendants quickly sold the Subject Equipment to their buyer, for an amount  
2 of money, the specific amount of which has not been disclosed to me. In response to Request for  
3 Admission, No. 4, which asks the parties to admit that I advised them of a potential buyer, both Taylor  
4 and Phillips respond, "Admit, but the equipment was already sold, packaged and was to be picked up  
5 the day of notice from Keith." Attached as Exhibit G are copies of Taylor's and Phillips' responses to  
6 request for admission. This is blatantly untrue, as Phillips had a telephone conversation with my  
7 potential buyer and provided them with the business address so that they could come see the equipment  
8 the next day.

9 c. Eventually, after several heated discussions, a new agreement referred to as the  
10 Settlement Agreement was negotiated and agreed upon. I maintain that I was under extreme duress,  
11 both financially and in terms of health, and it was due to this duress that I signed the Settlement  
12 Agreement.

13 d. On or about March 20, 2013, I filed a UCC filing on all of the equipment that is  
14 the subject of this litigation. Attached as Exhibit A is a copy of the UCC filing.

15 e. On July 20, 2013, upon not receiving July's payment pursuant to the Settlement  
16 Agreement and only one month into this Agreement, and not hearing from defendants, I emailed  
17 Taylor and Phillips stating that it was obvious they could not make July's payment. I told them they  
18 had until the end of that week to come current or I would have to turn the matter over to an attorney  
19 and act upon my UCC filing on the equipment. Taylor responded, "Keith you are wrong and  
20 threatening me is not a good idea. I will review the doc [Settlement Agreement] and decide how we  
21 will move forward." Phillips responded to me, stating, "My belief in matters like this is that when  
22 someone says lawyer, we stop talking. Tell him [me] to have his attorney contact us so that we can  
23 have a rational conversation about what our agreement is and what the procedure is for when we are  
24 delinquent like this." Taylor and Phillips had the audacity to refer to this late payment issue as a  
25 "hiccup," here after they had missed so many payments and all the concessions I had to make over and  
26 over to obtain at least some of the compensation for which the Contract and the Settlement Agreement  
27 contractually provides. A true and correct copy of the email discussion is attached hereto as Exhibit B.

1           f.       To address defendants' flippant response of July 20 (above), on July 21, 2013, I  
2 sent a lengthy email to Taylor and Phillips, laying out my valid concerns with their missed payment,  
3 demonstrating that this missed payment is not a mere "hiccup." They responded loftily and  
4 condescendingly, stating, "Stop being difficult and no need for these long emails, you will be paid. Be  
5 happy that you just made another \$600 [late fees] and stand by. If you would like to get involved in  
6 another long drawn out legal issue fine but seems like a waste of time. You will get paid as since the  
7 day I shook your hand I have never lied or cheated you for a thing. . . . You can stop threatening me  
8 with legal shit, it does not scare me, do whatever the you [sic] like I will still survive. And please don't  
9 respond to this as I have already spent more time on these emails than necessary." A true and correct  
10 copy of this email discussion is attached hereto as Exhibit C.

11           g.       On August 2, 2013, I sent a certified letter to all defendants giving formal notice  
12 of breach and made a demand for payment. In response to my August 2nd correspondence, Taylor  
13 called me and said that by me demanding payment, he was starting not to like me, and if he did not like  
14 me, he was not going to pay me anything. I responded by asking where in the agreement it said that he  
15 had to like me in order to get paid. Taylor then stated, "Fuck you, you are not getting anything."

16           h.       Most significantly, since the filing of this Complaint, in or about February 2014,  
17 the business of Tangible Color has been closed (at least as to the location it was operating in). All of  
18 my equipment that was listed on the Asset List attached to the Complaint (not just the two pieces of  
19 equipment that are referred to as the Subject Equipment in the Complaint), and including personal  
20 items, are gone and defendants Taylor and Phillips, individually and personally, refuse to tell me where  
21 the equipment is located and/or whether it has been sold. I have learned through discovery that the  
22 name "Tangible Color" has been sold to a company known as Patrick Signs, but defendants refuse to  
23 tell me where the equipment is, and/or whether Patrick Signs also purchased the equipment.

24       4.       Additional exhibits in support of this Opposition and attached hereto are as follows:

25           ~       Exhibit D - Settlement Agreement

26           ~       Exhibit E - Copies of default status with Nevada Secretary of State

27           ~       Exhibit F - Text message with Taylor demonstrating their acceptance of the debt  
28                   owed

1 Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and  
2 correct.

3  
4 Executed on March 14, 2014

By: Keith Lehman  
KEITH LEHMAN, Plaintiff, *Pro Se*

# **EXHIBIT A**

STATE OF NEVADA



**ROSS MILLER**  
*Secretary of State*

**SCOTT W. ANDERSON**  
*Deputy Secretary  
for Commercial Recordings*

OFFICE OF THE  
SECRETARY OF STATE

March 20, 2013

**Job Number:** U20130320-0022

**Job Contents:**

**Filing Acknowledgement(s):** 1

**Special Handling Instructions:**

KEITH LEHMAN  
PRECISON COLOR DIGITAL IMAGING  
5267 BARBARA WAY  
LAS VEGAS NV 89119  
USA

STATE OF NEVADA



ROSS MILLER  
Secretary of State

SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Job Receipt

March 20, 2013

Job Number: U20130320-0022  
Account  
Number:  
Re: GREEN PROMOTIONS INC.

Charges

Description	Filing Number	Filing Date/Time	Qty	Price	Amount
Initial Financing Statement	2013007025-8	03-20-2013 08:26 AM	1	\$30.00	\$30.00
Additional Debtor(s)	2013007025-8	03-20-2013 08:26 AM	2	\$2.00	\$4.00
Total					\$34.00

Payments

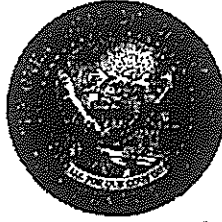
Type	Description	Amount
Credit	102668113032072357269	\$34.00
Total		\$34.00

UCC DIVISION:  
Tracy Gillespie, Supervisor  
200 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-5630



STATE OF NEVADA

ROSS MILLER  
Secretary of State



SCOTT W. ANDERSON  
Deputy Secretary  
for Commercial Recordings

OFFICE OF THE  
SECRETARY OF STATE

Filing Acknowledgement

March 20, 2013

Job Number  
U20130320-0022

Initial Filing Number  
2013007025-8

Filing Description  
Initial Financing Statement

Document Filing Number  
2013007025-8

Date/Time of Filing  
03-20-2013 08:26 AM

Debtors

GREEN PROMOTIONS INC.  
4535 W RUSSELL RD SUITE 4  
LAS VEGAS NV 89118

TAYLOR, CHAD  
4535 W RUSSELL RD SUITE 4  
LAS VEGAS NV 89118

PHILLIPS, NICK  
4535 W RUSSELL RD SUITE 4  
LAS VEGAS NV 89118

Secured Parties

LEHMAN, KEITH  
5267 BARBARA WAY  
LAS VEGAS NV 89119

LEHMAN, PATRICA  
5267 BARBARA WAY  
LAS VEGAS NV 89119

The attached document(s) were filed with the Nevada Secretary of State, Uniform Commercial Code Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

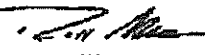
Nevada Secretary of State  
Electronic Filing  
Filing Officer

UCC DIVISION:  
Tracy Gillespie, Supervisor  
200 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-5630

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
KEITH LEHMAN	702-498-4281
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
KEITH LEHMAN PRECISON COLOR DIGITAL IMAGING 5267 BARBARA WAY LAS VEGAS, NV 89119	

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>2013007025-8</b>
	Filing Date and Time <b>03/20/2013 8:26 AM</b>

(This document was filed electronically.)  
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME GREEN PROMOTIONS INC.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4535 W RUSSELL RD SUITE 4		CITY LAS VEGAS		STATE NV	POSTAL CODE 89118
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION NV	
1g. ORGANIZATIONAL ID #, if any					<input checked="" type="checkbox"/> NONE

## 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME TAYLOR		FIRST NAME GHAD	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 4535 W RUSSELL RD SUITE 4		CITY LAS VEGAS		STATE NV	POSTAL CODE 89118
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
2g. ORGANIZATIONAL ID #, if any					<input type="checkbox"/> NONE

## 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S LAST NAME LEHMAN		FIRST NAME KEITH	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 5267 BARBARA WAY		CITY LAS VEGAS		STATE NV	POSTAL CODE 89119

## 4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL ASSETS LISTED IN EXHIBIT A OF ASSET PURCHASE BILL OF SALE TO INCLUDE OCE LIGHT JRT 500 XL  
SER# 4601003 OCE LIGHT JET 430 SER# 4400704 EPSON GS 6000 SER# K920000158  
KREONITE 85" PROCESSOR KREONITE 52" PROCESSOR ORCA 65 LAMINATOR MONACO PROFILER XRITE SPECTOROPHOMETER  
AIR COMPRESSOR  
ONYX SOFTWARE W/ DONGLES ARTIC COLD MOUNTER 6 MAC COMPUTERS  
5 COMPUTER MONITORS

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG UEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee) (or all)		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

**UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

19a. ORGANIZATION'S NAME GREEN PROMOTIONS INC.		
OR	19b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

**20. MISCELLANEOUS:**

(This document was filed electronically.)  
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names**

21a. ORGANIZATION'S NAME				
OR	21b. INDIVIDUAL'S LAST NAME PHILLIPS	FIRST NAME NICK	MIDDLE NAME	SUFFIX
21c. MAILING ADDRESS 4535 W RUSSELL RD SUITE 4		CITY LAS VEGAS	STATE NV	POSTAL CODE 89118
21d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	21e. TYPE OF ORGANIZATION	21f. JURISDICTION OF ORGANIZATION	21g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names**

22a. ORGANIZATION'S NAME				
OR	22b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
22d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	22e. TYPE OF ORGANIZATION	22f. JURISDICTION OF ORGANIZATION	22g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names**

23a. ORGANIZATION'S NAME				
OR	23b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
23c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
23d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	23e. TYPE OF ORGANIZATION	23f. JURISDICTION OF ORGANIZATION	23g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

**24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)**

24a. ORGANIZATION'S NAME				
OR	24b. INDIVIDUAL'S LAST NAME LEHMAN	FIRST NAME PATRICIA	MIDDLE NAME	SUFFIX
24c. MAILING ADDRESS 5267 BARBARA WAY		CITY LAS VEGAS	STATE NV	POSTAL CODE 89119

**25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)**

25a. ORGANIZATION'S NAME				
OR	25b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
25c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

# **EXHIBIT B**

**From:** Keithl <[keithl6406@aol.com](mailto:keithl6406@aol.com)>  
**Date:** August 25, 2013 3:41:55 PM PDT  
**To:** Barbara Harper <[bharper@harperlawcorp.com](mailto:bharper@harperlawcorp.com)>  
**Subject:** Fwd: Payment

Sent from my iPad

Begin forwarded message:

**From:** Keithl <[keithl6406@aol.com](mailto:keithl6406@aol.com)>  
**Date:** July 26, 2013 7:54:42 AM PDT  
**To:** Nick Phillips <[nick@tangiblecolor.com](mailto:nick@tangiblecolor.com)>  
**Cc:** Chad Taylor <[chad@tangiblecolor.com](mailto:chad@tangiblecolor.com)>  
**Subject:** Re: Payment

I want to know if I will get my July payment in the month of July which ends next Wednesday July 31. please advise

Sent from my iPad

On Jul 20, 2013, at 9:23 AM, Nick Phillips <[nick@tangiblecolor.com](mailto:nick@tangiblecolor.com)> wrote:

It's not what I want but if you want to have your attorney speak with us, then please do that. If you want to talk to us and get through this hiccup with us, then talk to us and don't make threats. Pick one.

**From:** Keithl [<mailto:keithl6406@aol.com>]  
**Sent:** Saturday, July 20, 2013 9:22 AM  
**To:** Nick Phillips  
**Cc:** Chad Taylor  
**Subject:** Re: Payment

If that is what you want. Then fine.

Sent from my iPad

On Jul 20, 2013, at 8:54 AM, Nick Phillips <[nick@tangiblecolor.com](mailto:nick@tangiblecolor.com)>

wrote:

My belief in matters like this is that when someone says lawyer, we stop talking. Tell him to have his attorney contact us so that we can have a rational conversation about what our agreement is and what the procedure is for when we are delinquent like this.

**From:** Chad Taylor

**Sent:** Saturday, July 20, 2013 7:56 AM

**To:** Keithl

**Cc:** Nick Phillips

**Subject:** Re: Payment

Nick please get me the agreement so i can read  
Keith you are wrong and threatening me is not a good idea  
I will review the doc and decide how we will move forward.

Respectfully,

On Jul 20, 2013, at 7:44 AM, Keithl wrote:

Chad it is obvious that you are not going to make my payment. I find it strange that you could not come up with \$3800.00 in over 40 days. I know that you will tell me that this week you have to make payroll, so you can not pay me. Which by the way I do not care if they get paid or not.

I am letting you know that you have untill this week to come current before I have to act on our agreement which by the way you and Nick drew up and had it signed by a notary. By act I mean that I will have to turn it over to my attorney and get a judgement on the UCC filing I have.

Sent from my iPad

On Jul 18, 2013, at 7:51 AM, Chad Taylor  
<[chad@tangiblecolor.com](mailto:chad@tangiblecolor.com)> wrote:

I have not answered because I don't have the answer yet  
I am working on it every moment

**From:** Keithl [<mailto:keithl6406@aol.com>]  
**Sent:** Thursday, July 18, 2013 7:51 AM  
**To:** Chad Taylor  
**Subject:** Re: Payment

Chad why won't you answer me? I just want to know when I can  
expect the payment.

**From:** Keithl [<mailto:keithl6406@aol.com>]  
**Sent:** Thursday, June 20, 2013 12:03 PM  
**To:** Chad Taylor  
**Subject:** Fwd: Crown graphics

Chad see Nicks response below

You are no obligation to pay this. you offered I did not ask you for it. If  
you can not afford it fine , just let me know. But don't offer it if you  
can not pay it. Or maybe you can pay it but Nick just does not want to.  
Either way if you can not pay it now don't bother. in 8 months from  
now I will not need it.

Sent from my iPad

Begin forwarded message:

**From:** Nick Phillips <[nick@tangiblecolor.com](mailto:nick@tangiblecolor.com)>  
**Date:** June 20, 2013 9:29:26 AM PDT  
**To:** Keithl <[keithl6406@aol.com](mailto:keithl6406@aol.com)>  
**Subject:** RE: Crown graphics

Whenever the last payment is, yes

Nick Phillips  
Managing Partner  
(702) 948-8948  
<http://www.tangiblecolor.com/>  
[Nick@TangibleColor.com](mailto:Nick@TangibleColor.com)  
<image001.jpg>  
4535 W. Russell Rd. Suite 4  
Las Vegas, NV 89118

**From:** Keithl [<mailto:keithl6406@aol.com>]  
**Sent:** Thursday, June 20, 2013 9:27 AM  
**To:** Nick Phillips  
**Subject:** Re: Crown graphics

8monyhs from now?

Sent from my iPad

On Jun 20, 2013, at 9:12 AM, Nick Phillips  
<[nick@tangiblecolor.com](mailto:nick@tangiblecolor.com)> wrote:

No I will just tack it on your last payment

Nick Phillips  
Managing Partner  
(702) 948-8948  
<http://www.tangiblecolor.com/>  
[Nick@TangibleColor.com](mailto:Nick@TangibleColor.com)  
<image001.jpg>  
4535 W. Russell Rd. Suite 4  
Las Vegas, NV 89118



**From:** Chad Taylor  
**Sent:** Thursday, June 20, 2013 9:12 AM  
**To:** Nick Phillips  
**Subject:** FW: Crown graphics

**From:** Keithl [<mailto:keithl6406@aol.com>]  
**Sent:** Thursday, June 20, 2013 9:10 AM  
**To:** Chad Taylor  
**Subject:** Re: Crown graphics

Is this going to happen?

Sent from my iPad

On Jun 13, 2013, at 6:38 PM, Chad Taylor  
<[chad@tangiblecolor.com](mailto:chad@tangiblecolor.com)> wrote:

please make sure keith gets this next week  
thanks

**Chad Taylor** Posterchild  
Green Promotions Inc.  
Tangible Color & 24hourposter  
Powered by  
Automated Integrity Software

4535 W. Russell Rd Ste 4  
Las Vegas, NV 89118

Ph: (702) 727-4607  
Fx: (888) 417-4405

**"There is something I do not know, the knowing of which  
could change everything."**

**Werner Erhard**

On Jun 13, 2013, at 6:34 PM, Keithl wrote:

Do you remember this email? Never did hear from Kali

Sent from my iPad

On May 6, 2013, at 8:33 AM, Chad Taylor  
<[chad@tangiblecolor.com](mailto:chad@tangiblecolor.com)> wrote:

I did mean it and I guess nick had already given you a check  
I will have nick cut a check for \$400.00 in the next day or two and kali  
will call you soon as ready  
I am sorry to hear not so good :( how did your heart thing go ?

-----Original Message-----

From: Keithl [<mailto:keithl6406@aol.com>]  
Sent: Monday, May 06, 2013 8:10 AM  
To: Chad Taylor  
Subject: Crown graphics

Chad the last time we talked you mentioned that you would help with  
the 800.00 That I had to pay Crown Graphics to move the equipment.  
Did you mean it? And if you did. What can you do and when. Sorry to  
sound like I am begging but things are really tough on me latley.

Sent from my iPad

**Chad Taylor** Posterchild





Green Promotions Inc.  
Tangible Color & 24hourposter  
Powered by  
Automated Integrity Software

4535 W. Russell Rd Ste 4  
Las Vegas, NV 89118

Ph: (702) 727-4607  
Fx: (888) 417-4405

**"There is something I do not know, the knowing of which  
could change everything."**

**Werner Erhard**

# **EXHIBIT C**

From: keith lehman <klehman@pcolordi.com>  
Date: August 25, 2013 11:49:54 AM PDT  
To: barbara Harper <bharper@harperlawcorp.com>  
Subject: Fwd: Re: payment

Delivered-To: klehman@pcolordi.com  
X-Virus-Scanned: Debian amavisd-new at  
prodfilter05.oma.srv.firespring.com  
From: Nick Phillips <nick@tangiblecolor.com>  
To: Chad Taylor <chad@tangiblecolor.com>  
CC: KEITH LEHMAN <KLEHMAN@PCOLORDI.COM>, Chad Taylor  
<24hourposter@gmail.com>  
Subject: Re: payment  
Thread-Topic: payment  
Thread-Index: AQHOhl++u1FpHSzI3USJtOIkKs9HwJlvyMOAgABGi14=  
Date: Mon, 22 Jul 2013 03:46:20 +0000  
Accept-Language: en-US  
X-MS-Has-Attach:  
X-MS-TNEF-Correlator:  
x-originating-ip: [24.234.129.207]  
x-forefront-prvs: 0915875B28  
x-forefront-antispam-report: SFV:NSPM;SFS:(189002)(24454002)  
(199002)(41584004)(51164003)(377454003)(80022001)  
(16601075003)(19580405001)(76786001)(4396001)(76482001)  
(83322001)(74706001)(66066001)(53806001)(47976001)(54356001)  
(74502001)(47736001)(77096001)(79102001)(31966008)  
(221733001)(16406001)(15202345003)(49866001)(83072001)  
(16236675002)(51856001)(81342001)(74662001)(77982001)  
(69226001)(36756003)(47446002)(33656001)(63696002)(74366001)  
(19580385001)(56776001)(56816003)(54316002)(50986001)  
(46102001)(74876001)(59766001)(81542001)(551944002)  
(65816001)(76796001)(19580395003)(403224003);DIR:OUT;SFP:;SCL:  
1;SRVR:BY2PR07MB140;H:BY2PR07MB042.namprd07.prod.outlook.com;C  
LIP:24.234.129.207;RD:InfoNoRecords;MX:1;A:1;LANG:en;  
X-OriginatorOrg: tangiblecolor.com

Keith the procedure for us being late is that we pay you \$50 a day we are late. There is nothing to discuss further than we are working to get you paid and that you will be paid along with the late fee. I do not know the date, nor does Chad, which is why he said he will reach out to you when it is ready. Stand by and you will be paid.

You said you want to talk to an attorney. My comment was just that don't tell us you want to talk to an attorney to try to put pressure, either talk to us or talk to an attorney. Pick one. Don't tell us you will talk to one, it is a

useless comment

If we had the money to pay you, you would already have it. You were told multiple times that you will be told when it is ready and that we will pay the late fee as agreed upon in the contract. If waiting is not acceptable, then I don't know what to tell you. But if you want to pay an attorney to ask us the same question and get the same answer, that is up to you. Do not think that saying the word attorney to us will change our response. Facts are facts.

Nick Phillips

On Jul 21, 2013, at 4:33 PM, "Chad Taylor"  
<<mailto:chad@tangiblecolor.com>chad@tangiblecolor.com> wrote:

KEITH if I have read the agreement correctly your only recourse is you make \$50 dollars a day we are late

Stop being difficult and no need for these long emails, you will get paid.

Be happy that you just made another \$600 dollars and stand by

If you would like to get involved in another long drawn out legal issue fine but seems like a waste of time

You will get paid as since the day I shook your hand I have never lied or cheated you for a thing .

We are a little behind as these are the two slowest months of the year and you know that.

And stop making assumptions as you know what is or is not important to me.

Or that you know what I am doing. You don't.

I will let you know when I have your payment with all late fees , if you would like to take it some other direction fine

But that's your choice and only steers my resources away from getting you



what you need to something else.

You can stop threatening me with legal shit , it does not scare me , do whatever the you like I will still survive.

And please don't respond to this as I have already spent more time on these emails then necessary.

As always

Warmest ,

CT

From: KEITH LEHMAN [mailto:KLEHMAN@PCOLORDI.COM]  
Sent: Sunday, July 21, 2013 3:14 PM  
To: Nick Phillips  
Cc: Chad Taylor  
Subject: payment

Nick, your last e-mail you sent stated that we have a rational conversation about our agreement and I quote "if you want to talk to us and get through this hiccup with us, then talk to us and don't make threats, Pick one." So I did pick one and sent an email that I would be more than willing to have a rational conversation with you. As of this e-mail I have not heard back from you. If you will recall on our first contract with you, you made one, possibly two, payments on time and then for the next 9 months every payment was late, and when you did pay, you paid a lesser amount than what was due. I had to call, beg, plead for the money I did receive and your excuses were that it was payroll week, that you had another payment to make and left ourselves short, etc. So you can see my REAL concern when you now said your third payment due on July 10 would not be ready until the next day, Thursday at 3pm, then I came on Friday and it was never there and again you said you could not make the payment that week because of payroll. Then Chad said he would have it the next week, but that never happened because he said he had another

debt to pay and left himself short. Any professional and rational business person would see the red flag go up when the SAME EXACT scenario is taking place as a couple of months ago when we were forced to renegotiate the debt and terms of our agreement so that you could honor your payment obligations. In fact that same savvy business person would not have even waited 24 hours before they contacted their lawyer. However I did not threaten you - I merely stated a fact and gave you up front notice that if you did not honor your contractual obligation then we would have to contact our lawyer because you yourselves have left us with no other choice since you continue to be late on your debt. I am more than willing to sit down and discuss with you when you will hand over the check for the outstanding amount plus the \$50 per day late fee. However, please understand that we are not interested at all in renegotiating the terms of the agreement, or the amount that is owed. I do not feel that there is any reason to discuss "procedure" at this point. You and Chad, the professionals you are, would never consider the procedures you used when you were delinquent on the last contract as a valid procedure. We should have contacted a lawyer then when you never paid on time but we held off, giving you the benefit of the doubt, BUT you were the ones that brought in the lawyer. As of tomorrow morning, Monday, July 22, you are 12 days delinquent and have a total of \$600.00 due in late fees. Please remember that you, Nick, drew up this contract and stated that you would pay \$50 a day for every day you were late and it was also you who picked the 10th of the month as the payment date. I expect to hear from you on Monday as to when you will be paying the full amount due. Unfortunately I cannot accommodate you now and open new discussions regarding terms of the agreement and procedures for default in the future. If you feel you cannot honor this contractual obligation now and in the future, then it is a breach and will have to be handled accordingly. Please advise as to when I can expect full payment.

Keith

--

Precision Color Digital Imaging

Your premier source for digital photographic printing

PCDI is a Large Format Digital Imaging company with over 45 years of experience. Keith Lehman, President, has a comprehensive knowledge of the industry. The company has been recognized by Inc 500 as one of the country's fastest growing companies and by Wide-Format Imaging magazine as one of the top 25 wide-format print providers. Duratrans, posters, banners, murals, are produced using the most up-to-date digital

technology.

The company's goal is to provide clients with great service and exceptional quality while offering competitive pricing. Pick-up and delivery services are available locally or files can be sent electronically. Just click on the link to our web site for more details: <<http://www.pcolori.com>> <<http://www.pcolori.com>><http://www.pcolori.com>

Keith Lehman  
Precision Color Digital Imaging  
Phone: (702) 736-8400  
Fax: (702) 736-4766  
Cell: (702) 498-4281  
<<http://www.pcolori.com>> <<http://www.pcolori.com>><http://www.pcolori.com>

# **EXHIBIT D**

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the "Agreement" and/or "Modification") is made by and among Green Promotions, Inc. and CN Holdings LLC (collectively, the "Purchaser") and Keith Lehman (the "Seller"), and modifies previous agreements as defined below.

CN Holdings, LLC and Keith Lehman previously entered into an Asset Purchase Bill of Sale Agreement dated December 8, 2011 (the "Asset Purchase Agreement") and both parties wish to modify it as follows.

Green Promotions, Inc. and Keith Lehman previously entered into an Independent Contractor & Confidentiality Agreement dated October 20, 2011 (the "IC Agreement") and both parties wish to modify it as follows.

CN Holdings, LLC agrees to provide to Keith Lehman the following:

- 1) \$21,500.00 with the execution of this Agreement.
- 2) \$38,500.00 paid in ten (10) equal payments of \$3,850.00 due by the 10<sup>th</sup> of each month starting May 10, 2013 and ending February 10, 2014.
- 3) The return of the following "Equipment":
  - a. Oce LightJet 430
  - b. Kreonite 50" Processor
  - c. Epson 9880 Printer
  - d. Orca III Laminator
  - e. Arctic Titan Cold Mounter
  - f. Onyx 7 for the Epson (can be used to run the 9880)
  - g. X Rite Color Spectrophotometer DTP-41T
  - h. X Rite 892
  - i. System Manager Dongle for the LightJet 430
  - j. FUJI Hunt Chemistry Mixer
  - k. Windows XP Computer with SCSI Card to run the Light Jet 430 with software as existing
  - l. Chemical Mixing Tubs
  - m. Miscellaneous parts for the Processor
  - n. Air Panel and Water Temperature Panel
- 4) The safe keeping and maintenance of the Equipment listed in 4 above for a period of not more than 60 days. Seller will have the right to sell or remove the Equipment within the 60-day timeframe and will coordinate such removal with Purchaser. Seller will not be allowed on Purchaser's premises except by appointment only. Purchaser will make all reasonable arrangements to schedule appointments with Seller to show the Equipment or for other reasons as needed. Purchaser will be allowed to use the Equipment listed above and as long as Purchaser does, Purchaser will keep the Equipment maintained. At some point between execution of this Agreement and when Seller removes the Equipment, Purchaser may choose to cease use of the Equipment. At this point in time, Purchaser will notify Seller via email of Purchaser's decision to cease use of the Equipment and Purchaser will no longer be responsible for the maintenance of the Equipment.
- 5) Purchaser no longer owns any of the Equipment listed above and has no rights to sell or transfer the Equipment.
- 6) In the event of Purchaser's default in making the payments agreed upon herein, Seller will be entitled to a late fee of \$50.00 per day until the payment is made.

Both Purchaser and Seller agree to the following:

- 1) Termination of the IC Agreement and Asset Purchase Agreement, therefore terminating each parties' rights and obligations therein. The parties further agree to release each other from any and all claims related thereto, specifically the non-compete clause and therefore release each other from any potential liability for any past actions.

CT:  NP:  KL: 

Keith Lehman Agrees to Provide CN Holdings, LLC the following:

- 1) The return of the System Manager dongle to run the LightJet 430 for a period of not more than 60 days.
- 2) The transfer of ownership of the domain pcolori.com only, excluding data or website files after the completion of the first \$50,000.00 in payments.
- 3) The use of the Equipment listed above for a period of 60 days, or until it is sold or removed, or until Purchaser notifies Seller of its intention to stop using the Equipment.

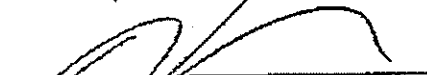
With all of the above fully completed by all parties, each party agrees to fully and mutually release the other parties of all claims, and this Agreement will be the termination of business relations between Purchaser and Seller.

Nevada law shall govern this Agreement.

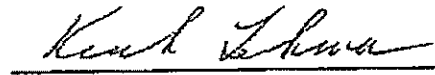
Dated this 3<sup>rd</sup> day of April, 2013



Chad Taylor  
Manager, CN Holdings, LLC  
President, Green Promotions, Inc.



Nick Phillips  
Manager, CN Holdings, LLC  
Treasurer, Green Promotions, Inc.



Keith Lehman

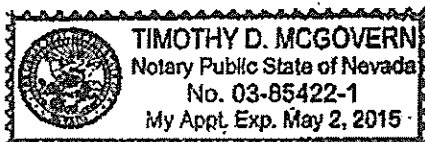
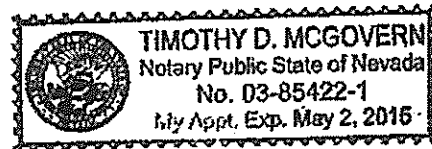
State of Nevada  
County of Clark

This instrument was acknowledged before me on  
4/3/13 by Keith Lehman  
(date) (name(s) of person(s) making statement)

  
(Signature of notarial officer)

State of Nevada  
County of Clark

This instrument was acknowledged before me on  
4/3/13 by Chad Taylor and Nick Phillips  
(date) (name(s) of person(s) making statement)

  
(Signature of notarial officer)

CT: 6 NP: NP KL: KC

# **EXHIBIT E**

# CN HOLDINGS LLC

[New Search](#)

Manage this Business (/businessSearch/manageT7Business?businessEntityNumber=E0628682011-5)

[Calculate Fees](#)
[Print \(\)](#)

## Business Entity Information

Status:	Default	File Date:	11/21/2011
Type:	Domestic Limited-Liability Company	Entity Number:	E0628682011-5
Qualifying State:	NV	List of Officers Due:	11/30/2013
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20111723068	Business License Exp:	11/30/2013

## Additional Information

Central Index Key

## Registered Agent Information

Name:	NICK PHILLIPS	Address 1:	5615 S. CAMERON ST SUITE 3
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89118
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

[View all business entities under this registered agent \(\)](#)

## Officers

☐ Include Inactive Officers

### Manager - NICK D PHILLIPS

Address 1:	4535 W. RUSSELL RD SUITE 4	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	

### Manager - CHAD E TAYLOR

Address 1:	4535 W RUSSELL RD SUITE 4	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	

## Actions/Amendments

[Click here to view 3 actions/amendments associated with this company \(\)](#)

[Disclaimer \(\)](#)



# GREEN PROMOTIONS INC

[New Search](#)

Manage this Business (/businessSearch/manageT7Business?businessEntityNumber=E0886872007-4)

[Calculate Fees](#)
[Print \(\)](#)

Business Entity Information			
Status:	Default	File Date:	12/21/2007
Type:	Domestic Corporation	Entity Number:	E0886872007-4
Qualifying State:	NV	List of Officers Due:	12/31/2013
Managed By:		Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20071023137	Business License Exp:	12/31/2013

Additional Information	
	Central Index Key

Registered Agent Information			
Name:	CHAD TAYLOR	Address 1:	2429 AVENIDA FAMILIA
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89074
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		
View all business entities under this registered agent ()			

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 10.00
Par Share Count:	1,000.00	Par Share Value:	\$ .01

Officers		<input type="checkbox"/> Include Inactive Officers	
Treasurer - NICHOLAS D PHILLIPS			
Address 1:	4535 W. RUSSELL RD SUITE 4	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	
Director - NICHOLAS D PHILLIPS			
Address 1:	4535 W. RUSSELL RD SUITE 4	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	
President - CHAD E TAYLOR			
Address 1:	4535 W. RUSSELL RD SUITE 4	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	

Secretary - CHAD E TAYLOR

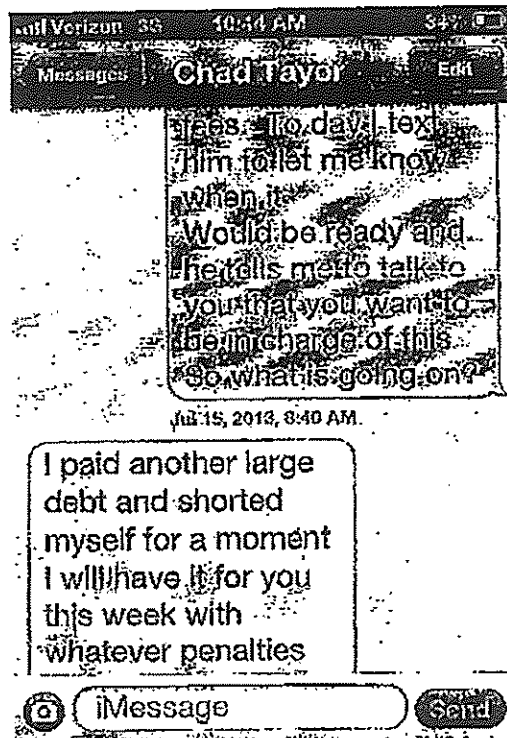
Address 1:	4535 W. RUSSELL RD SUITE 4	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89118	Country:	USA
Status:	Active	Email:	

Actions/Amendments

[Click here to view 10 actions/amendments associated with this company \(\)](#)

Disclaimer ()

# **EXHIBIT F**



# **EXHIBIT G**

THE WRIGHT LAW GROUP P.C.  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Tel: (702) 405-0001 Fax: (702) 405-8454



RSPN  
JOHN HENRY WRIGHT  
Nevada Bar No. 6182  
THE WRIGHT LAW GROUP  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Telephone: (702) 405-0001  
Facsimile: (702) 405-8485  
Email: [john@wrightlawgroupnv.com](mailto:john@wrightlawgroupnv.com)  
Attorney for the Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

KEITH LEHMAN,

Plaintiff,

vs.

GREEN PROMOTIONS, INC., a Nevada  
Corporation; CN HOLDINGS, LLC, a  
Nevada Limited Liability Company; CHAD  
TAYLOR, an individual; NICK PHILLIPS,  
an individual; and DOES 1 through 100

Defendants.

CASE NO. A-13-688018-C

DEPT. NO. XXI

**DEFENDANT NICK PHILLIPS' ANSWERS TO PLAINTIFF'S FIRST SET OF  
REQUEST FOR ADMISSIONS**

COMES NOW, Defendant NICK PHILLIPS', by and through his attorney, JOHN HENRY  
WRIGHT, ESQ., of The Wright Law Group P.C., and hereby responds to Plaintiff's First Set of  
Request for Admissions pursuant to NRCPP 36 as follows:

**REQUEST FOR ADMISSION NO. 1:**

Admit that YOU and/or Tangible Color sold the Oce LightJet 500, serial number 4601003.

**RESPONSE TO ADMISSION NO. 1:**

Objection, compound. This questions is vague as to time and requests a legal conclusion.  
Notwithstanding objection, deny.

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1 **REQUEST FOR ADMISSION NO. 2:**

2 Admit that YOU and/or Tangible Color sold the 85in Kreonite Processor, serial number  
3 KKA92787.

4 **RESPONSE TO ADMISSION NO. 2:**

5 Objection, compound. This questions is vague as to time and requests a legal conclusion.  
6 Notwithstanding objection, deny.

7 **REQUEST FOR ADMISSION NO. 3:**

8 Admit that the agreement between YOU on one hand, and Keith Lehman on the other, was  
9 that the Oce LightJet 500, serial number 4601003, and the 85in Kreonite Processor, serial number  
10 KKA92787, would be sold in order to obtain money to pay toward the late and outstanding  
11 contractual obligation between Tangible Color and Keith Lehman.

12 **RESPONSE TO ADMISSION NO. 3:**

13 Objection, compound. This questions is vague as to time and requests a legal conclusion.  
14 Notwithstanding objection, deny.

15 **REQUEST FOR ADMISSION NO. 4:**

16 Admit that Keith Lehman advised YOU that he had a potential buyer for the Oce LightJet  
17 500, serial number 4601003, and the 85in Kreonite Processor, serial number KKA92787, who was  
18 willing to pay \$90,000.

19 **RESPONSE TO ADMISSION NO. 4:**

20 Admit, but the equipment was already sold, packaged and was to be picked up the day of  
21 notice from Keith.

22 **REQUEST FOR ADMISSION NO. 5:**

23 Admit that YOU breached the agreement entitled Asset Purchase Bill of Sale, dated  
24 December 8, 2011.

25 **RESPONSE TO ADMISSION NO. 5:**

26 Deny.

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1 **REQUEST FOR ADMISSION NO. 6:**

2 Admit that YOU breached the modification entitled Settlement Agreement and Mutual  
3 Release of Claims, dated April 3, 2013.

4 **RESPONSE TO ADMISSION NO. 6:**

5 Deny.

6 **REQUEST FOR ADMISSION NO. 7:**

7 Admit that YOU were aware that Keith Lehman filed a uniform Commercial Code ("UCC")  
8 filing on the equipment listed on Exhibit A, attached hereto.

9 **RESPONSE TO ADMISSION NO. 7:**

10 Deny.

11 **REQUEST FOR ADMISSION NO. 8:**

12 Admit that YOU did not own the equipment listed on Exhibit A, attached hereto.

13 **RESPONSE TO ADMISSION NO. 8:**

14 Objection, compound. This question cannot be answered as posed as it references dozens  
15 of pieces of equipment and makes no distinction nor specification as to which piece of equipment.  
16 It is also vague as to time and requests a legal conclusion. It also violates the Arbitration Discovery  
17 order of January 7, 2014. Notwithstanding objection, admit.

18 **REQUEST FOR ADMISSION NO. 9:**

19 Admit that YOU diverted funds from the sale of the Oce LightJet 500, serial number  
20 4601003, and the 85in Kreonite Processor, serial number KKA92787 for YOUR own use and/or  
21 to pay other expenses of Tangible Color.

22 /////

23 /////

24 /////

25 /////

26 /////

27 /////

28



THE WRIGHT LAW GROUP P.C.  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Tel: (702) 405-0001 Fax: (702) 405-8454



1 **RESPONSE TO ADMISSION NO. 9:**

2 Objection compound, vague as to time and requests a legal conclusion. Notwithstanding  
3 objection, deny.

4 Dated this 10<sup>th</sup> day of March, 2014.

5 THE WRIGHT LAW GROUP, P.C.

6  
7  
8 JOHN HENRY WRIGHT, ESQ.  
9 Nevada State Bar No. 6182  
10 2340 Paseo Del Prado, Suite D-305  
11 Las Vegas, Nevada 89102  
12 Tel. (702) 405-0001  
13 Attorney for the Defendants

14 **CERTIFICATE OF SERVICE**

15 Pursuant to NRCP 5(b), I hereby certify that I am an employee of THE WRIGHT  
16 LAW GROUP, P.C. and that on the 10<sup>th</sup> day of March, 2014, I caused the foregoing,  
17 **DEFENDANT NICK PHILLIPS' ANSWERS TO PLAINTIFF'S FIRST SET OF**  
18 **REQUEST FOR ADMISSIONS**, to be served as follows:

- 19 ☒ [X] by placing a true and correct copy of the same to be deposited for mailing in the  
20 U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first  
21 class postage was fully prepaid; and/or  
22 ☐ [ ] pursuant to EDCR 7.26, by sending it via facsimile; and/or  
23 ☐ [ ] by hand delivery

24 to the attorneys listed below:

25 Keith Lehman  
26 5267 S. Barbara Way  
27 Las Vegas, Nevada 89119

28 [Signature]  
An Employee of The Wright Law Group, P.C.

THE WRIGHT LAW GROUP P.C.  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Tel: (702) 405-0001 Fax: (702) 405-8454



RSPN  
JOHN HENRY WRIGHT  
Nevada Bar No. 6182  
THE WRIGHT LAW GROUP  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Telephone: (702) 405-0001  
Facsimile: (702) 405-8485  
Email: [john@wrightlawgroupnv.com](mailto:john@wrightlawgroupnv.com)  
Attorney for the Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

KEITH LEHMAN,

Plaintiff,

vs.

GREEN PROMOTIONS, INC., a Nevada  
Corporation; CN HOLDINGS, LLC, a  
Nevada Limited Liability Company; CHAD  
TAYLOR, an individual; NICK PHILLIPS,  
an individual; and DOES 1 through 100

Defendants.

CASE NO. A-13-688018-C

DEPT. NO. XXI

**DEFENDANT CHAD TAYLOR'S ANSWERS TO PLAINTIFF'S FIRST SET OF  
REQUEST FOR ADMISSIONS**

COMES NOW, Defendant CHAD TAYLOR, by and through its attorney, JOHN HENRY  
WRIGHT, ESQ., of The Wright Law Group P.C., and hereby responds to Plaintiff's First Set of  
Request for Admissions pursuant to NRCP 36 as follows:

**REQUEST FOR ADMISSION NO. 1:**

Admit that YOU and/or Tangible Color sold the Oce LightJet 500, serial number 4601003.

**RESPONSE TO ADMISSION NO. 1:**

Objection, compound. This questions is vague as to time and requests a legal conclusion.  
Notwithstanding objection, deny.

//////

//////



1 **REQUEST FOR ADMISSION NO. 2:**

2 Admit that YOU and/or Tangible Color sold the 85in Kreonite Processor, serial number  
3 KKA92787.

4 **RESPONSE TO ADMISSION NO. 2:**

5 Objection, compound. This questions is vague as to time and requests a legal conclusion.  
6 Notwithstanding objection, deny.

7 **REQUEST FOR ADMISSION NO. 3:**

8 Admit that the agreement between YOU on one hand, and Keith Lehman on the other, was  
9 that the Oce LightJet 500, serial number 4601003, and the 85in Kreonite Processor, serial number  
10 KKA92787, would be sold in order to obtain money to pay toward the late and outstanding  
11 contractual obligation between Tangible Color and Keith Lehman.

12 **RESPONSE TO ADMISSION NO. 3:**

13 Objection, compound. This questions is vague as to time and requests a legal conclusion.  
14 Notwithstanding objection, deny.

15 **REQUEST FOR ADMISSION NO. 4:**

16 Admit that Keith Lehman advised YOU that he had a potential buyer for the Oce LightJet  
17 500, serial number 4601003, and the 85in Kreonite Processor, serial number KKA92787, who was  
18 willing to pay \$90,000.

19 **RESPONSE TO ADMISSION NO. 4:**

20 Admit, but the equipment was already sold, packaged and was to be picked up the day of  
21 notice from Keith.

22 **REQUEST FOR ADMISSION NO. 5:**

23 Admit that YOU breached the agreement entitled Asset Purchase Bill of Sale, dated  
24 December 8, 2011.

25 **RESPONSE TO ADMISSION NO. 5:**

26 Deny.

27 /////

28



1 **REQUEST FOR ADMISSION NO. 6:**

2 Admit that YOU breached the modification entitled Settlement Agreement and Mutual  
3 Release of Claims, dated April 3, 2013.

4 **RESPONSE TO ADMISSION NO. 6:**

5 Deny.

6 **REQUEST FOR ADMISSION NO. 7:**

7 Admit that YOU were aware that Keith Lehman filed a uniform Commercial Code ("UCC")  
8 filing on the equipment listed on Exhibit A, attached hereto.

9 **RESPONSE TO ADMISSION NO. 7:**

10 Deny.

11 **REQUEST FOR ADMISSION NO. 8:**

12 Admit that YOU did not own the equipment listed on Exhibit A, attached hereto.

13 **RESPONSE TO ADMISSION NO. 8:**

14 Objection, compound. This question cannot be answered as posed as it references dozens  
15 of pieces of equipment and makes no distinction nor specification as to which piece of equipment.  
16 It is also vague as to time and requests a legal conclusion. It also violates the Arbitration Discovery  
17 order of January 7, 2014. Notwithstanding objection, admit.

18 **REQUEST FOR ADMISSION NO. 9:**

19 Admit that YOU diverted funds from the sale of the Oce LightJet 500, serial number  
20 4601003, and the 85in Kreonite Processor, serial number KKA92787 for YOUR own use and/or  
21 to pay other expenses of Tangible Color.

22 /////

23 /////

24 /////

25 /////

26 /////

27

28

Objection compound, vague as to time and requests a legal conclusion. Notwithstanding objection, deny.

THE WRIGHT LAW GROUP, P.C.

**JOHN HENRY WRIGHT, ESQ.**  
Nevada State Bar No. 6182  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Tel. (702) 405-0001  
Attorney for the Defendants

**THE WRIGHT LAW GROUP P.C.**  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Tel: (702) 405-0001 Fax: (702) 405-8454



THE WRIGHT LAW GROUP P.C.  
2340 Paseo Del Prado, Suite D-305  
Las Vegas, Nevada 89102  
Tel: (702) 405-0001 Fax: (702) 405-8454



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of THE WRIGHT LAW GROUP, P.C. and that on the 10<sup>th</sup> day of March, 2014, I caused the foregoing, **DEFENDANT CHAD TAYLOR'S ANSWERS TO PLAINTIFF'S FIRST SET OF REQUEST FOR ADMISSIONS**, to be served as follows:

- ☒ by placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail at Las Vegas, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ pursuant to EDCR 7.26, by sending it via facsimile; and/or
- ☐ by hand delivery

to the attorneys listed below:

Keith Lehman  
5267 S. Barbara Way  
Las Vegas, Nevada 89119

  
\_\_\_\_\_  
An Employee of The Wright Law Group, P.C.

CERTIFICATE OF SERVICE - N.R.C.P. RULE 5

I certify and state that I am now and at all times herein mentioned was, a citizen of the United States, over the age of eighteen (18) years, a resident of the County of Clark, and not a party to the within action or cause. My address is 5267 South Barbara Way, Las Vegas, Nevada 89119.

I hereby certify that on March 14, 2014, I caused to be served the copies of the attached:

**OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

( X ) (BY REGULAR MAIL): By placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing. Said document(s) were deposited with United States Post Office mailbox at Las Vegas, Nevada, addressed as shown below.

( ) (BY FEDERAL EXPRESS): By placing a true copy thereof enclosed in a sealed envelope, prepaid, deposited with the Federal Express carrier/box at Las Vegas, Nevada, addressed as shown below.

( ) (BY FACSIMILE): By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date. The transmission report was properly issued by the transmitting facsimile machine.

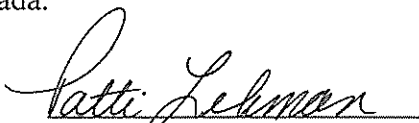
( ) (BY PERSONAL SERVICE): By causing to be personally delivered by hand and leaving a true copy with the person and/or secretary at the address shown below:

John H. Wright, Esq.  
The Wright Law Group, PC  
2340 Paseo Del Prado, Ste. D-305  
Las Vegas, NV 89102

*~ Attorney for all Defendants*

I DECLARE UNDER PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is true and correct.

Executed on March 14, 2014, at Las Vegas, Nevada.

  
Patti Lehman