

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO 1437 Bannock Street Denver, CO 80202	DATE FILED January 16, 2025 3:43 PM FILING ID: 5DFFBF257E6FB CASE NUMBER: 2025CV30199
<hr/> Plaintiffs: TITUS TERRANOVA, an individual; AAARK HEATING & AIR CONDITIONING, INC., a Colorado Corporation; AAARK LLC, a Colorado Limited Liability Company, and AAARK HEATING, AIR CONDITIONING, ELECTRICAL, and PLUMBING LLC, a Colorado Limited Liability Company v. Defendant: JASON PARDIKES, an individual	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> Case No.: Division: Courtroom:
<hr/> Attorneys for Plaintiffs Jon T. Bradley, #10143 Kelci S. Straub, #51397 BRADLEY DEVITT HAAS & WATKINS, P.C. South Mesa Professional Building 2201 Ford Street Golden, Colorado 80401 Telephone Number: (303) 384-9228 Facsimile Number: (303) 384-9231 e-mail: jon@goldenlawyers.com e-mail: kelci@goldenlawyers.com	
COMPLAINT	

COME NOW the Plaintiffs, by and through their attorneys, Bradley Devitt Haas & Watkins P.C., Jon T. Bradley and as and for their complaint against the Defendant states and alleges as follows:

1. Plaintiff, Titus Terranova (hereinafter "Terranova"), is an individual and doing business at 5050 Fox St. Unit A, Denver, CO 80216.
2. Plaintiff, AAARK Heating & Air Conditioning Inc., is a Colorado corporation duly organized and in good standing in the State of Colorado with a business address of 5050 Fox St., Unit A, Denver, CO 80216.

3. Plaintiff, AAARK LLC, is a Colorado Limited Liability Company formed and existing and in good standing in the State of Colorado with a business address of 16240 Great Rock Way, Brighton, CO 80603.
4. Plaintiff, AAARK Heating, Air Conditioning, Electrical and Plumbing LLC, is a Colorado Limited Liability Company with the business address of 16240 Great Rock Way, Brighton, CO 80603.
5. Defendant Jason Pardikes is an individual residing in Denver County and operates his business known as BNS Construction, LLC with the business address of 8989 E. 148th Cir., Brighton, CO 80602. Venue is proper in Denver District Court because the Defendant resides in Denver County.
6. Plaintiff Terranova is the 100% owner of AAARK Heating & Air Conditioning Inc., AAARK LLC, and AAARK Heating, Air Conditioning, Electrical, and Plumbing LLC, (hereinafter collectively referred to as “AAARK Plaintiffs”) and is the President, or Manager of each of the AAARK Plaintiffs and is the Chief Executive Officer of each of said Plaintiffs.
7. On or about October 1, 2023, Plaintiff Terranova, on behalf of AAARK Plaintiffs, and Defendant Jason Pardikes entered into an Employment Agreement for Defendant Jason Pardikes to act as Chief Operating Officer of the AAARK Plaintiffs.
8. On or about September 7, 2024, Defendant Jason Pardikes tendered his resignation.
9. Prior to Defendant Jason Pardike’s resignation, Plaintiff Terranova became aware that Defendant Jason Pardikes was failing to perform and fulfill a member of the tasks he had been assigned. Additionally, the financial performance of the AAARK Plaintiffs was declining.
10. Defendant Jason Pardikes failed to come back to work after the September 7, 2023 resignation, and failed to perform any further obligations set forth in the Employment Agreement.
11. After Defendant Jason Pardikes resigned, Plaintiff Terranova discovered that Defendant had failed to perform his job responsibilities in a number of areas.
12. Prior to entering into the Employment Agreement with Defendant, Plaintiff AAARK Heating & Air-Conditioning Inc. owned several websites, including, AAARK.com, AAARK.biz, AAARKhomerepair.com., and AAARKtotalhomeservices.com.

13. Prior to entering into the Employment Agreement with Defendant, Plaintiff AAARK LLC owned websites including, Aaark.com, AAARKgrand.com, and AAARKrolloff.com, and was connected with and utilized AAARKhomeservices.com.
14. Prior to entering into the Employment Agreement with Defendant, Plaintiff AAARK Heating, Air Conditioning, Electrical, and Plumbing LLC was connected with and utilized Aaark.com and AAARKhomeservices.com.
15. Prior to entering into the Employment Agreement with Defendant, the AAARK Plaintiffs had expended in excess of \$100,000 in advertising and developing the websites and domain names. The advertising utilized prior to the Employment Agreement with Defendant was highly successful. A very significant, crucial portion of the AAARK Plaintiff's revenue was driven by its websites and domain names.
16. Prior to entering into the Employment Agreement with Defendant, all of the websites owned and utilized by the AAARK Plaintiffs were hosted by GoDaddy.
17. Prior to entering into the Employment Agreement with Defendant, Native Rank was the host doing the optimizing advertising campaign.
18. After he became employed by the AAARK Plaintiffs, Defendant took over the registrar with GoDaddy and created a login and multi-factor authentication so that he was the only individual with the ability to obtain access to, or to use, or modify all of the websites and domain names.
19. Defendant determined to change the host doing the optimizing advertising campaign and created 3 new websites, AAARK2.com, AAARKgrand2.com, and AAARKrolloff2.com and determined to utilize D.A. & Associates, LLC to host the search optimizing campaign and terminate the contract with Native Rank.
20. Unbeknownst to Plaintiffs, Defendant, without corporate authority, opened the new websites and the business relationship with the new search optimizing host in his personal name, using his personal credit card and his personal Gmail account. Defendant further opened these websites and domains with user names and pass codes so that only Defendant had access to these accounts.
21. Unbeknownst to Plaintiffs, Defendant, purchased training for his own personal benefit and charged \$4000 on the company American Express card. He had specifically been instructed by Plaintiff Terranova that he was not hired to do work in the field and that if he wanted to take a class he was to do it on his own time at his own expense. Contrary to

those specific instructions the Defendant used Company resources to purchase the training.

22. When Defendant resigned, he had exclusive access to the host for the search optimizing campaign and to the GoDaddy websites and refused to provide the Plaintiffs usernames and passwords and information necessary to have access to those websites.
23. Defendant crafted Google documents for requesting permits, completing permits, and completing inspections to make sure that the permits were closed out. When Defendant resigned, he had exclusive access to those Google documents and refused to provide them to Plaintiffs.
24. Defendant refused to provide Plaintiffs with the items needed for Plaintiffs to have access to the websites, domain names, and Google documents, and held onto that information demanding that certain payments be made to him, even though Plaintiffs disputed that such payments were owed and extorted Plaintiffs into making said payment in order to obtain access to the websites, domain names, and Google documents. Plaintiffs have incurred significant expenses in attempting to partially reestablish access to the websites, domain names, and Google documents, and have always been able to partially recover what was retained by or destroyed by Defendant.
25. Even after Plaintiffs paid sums demanded by Defendant, he still failed and refused to provide the information necessary to obtain access to the websites, domain names, and Google documents.
26. After Defendant left the business, it was learned that after such departure Defendant obtained access into the email server and cleared out his inbox and erased his email from the Company email server.
27. After Defendant left the business, it was learned that Defendant accessed the Company email domain on September 23, 2024, approximately eight days after his last day, and erased one of his two Company email addresses. Additionally, he accessed the Company email server again on October 11, 2024, and erased an additional Company email address. The information on those email addresses belonged to the AAARK Plaintiffs.
28. Despite the best efforts of the AAARK Plaintiffs, not all of that information in those emails has been recovered.
29. Despite numerous promises, Defendant has never provided all the information necessary to log into the Plaintiff's website and domain addresses.

30. After Defendant left the businesses, Defendant further demanded that the AAARK Plaintiffs pay third-party vendors that he had brought in to replace well-established vendors and with whom he ended their relationships with the AAARK Plaintiffs. Plaintiffs have not been able to determine if the new vendors provided any benefit to Plaintiffs or if they were for the benefit of Defendant.
31. Defendant made false and defaming statements to bankers, employees, customers, and vendors of the Plaintiff's, to harm the Plaintiffs and damage their business reputations.
32. On approximately September 15, after Defendant's last day of work, he accessed the Company's QuickBooks online estimating and invoicing software and utilized it to create what Plaintiffs believed to be a dummy estimate for his personal and future uses.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

33. Plaintiffs incorporate the allegations contained in paragraphs 1 through 32 as if fully set forth herein.
34. Defendant and AAARK Plaintiffs entered into the contract, the Employment Agreement.
35. Defendant breached the Employment Agreement with the AAARK Plaintiffs by failing to perform assignments given to him, by taking assets of Plaintiffs and transferring them to his own personal accounts, and by refusing to return assets upon his resignation.
36. Plaintiffs have been damaged by Defendant's breach in amounts to be proven at the time of trial.

SECOND CLAIM FOR RELIEF
(Breach of Duty of Loyalty)

37. Plaintiffs incorporate the allegations contained in paragraph 1 through 36 as if fully set forth herein.
38. The AAARK Plaintiffs are engaged in the business of home services.
39. Defendant was employed by the AAARK Plaintiffs as Chief Operating Officer and was highly compensated in that position.

40. The AAARK Plaintiffs entrusted Defendant with access to Proprietary Information Including Usernames and Passwords and access to proprietary information and documents.
41. While employed by AAARK Plaintiffs, Defendant had a duty of loyalty to the AAARK Plaintiffs to act solely for the benefit of the AAARK Plaintiffs in all matters connected with his employment.
42. Defendant was in a position of trust and confidence and was bound to act for the AAARK Plaintiffs benefit rather than his own during his employment.
43. Defendant had a duty to not compete with the AAARK Plaintiffs while he was employed by the AAARK Plaintiffs and to exercise his best business judgment for the benefit of the AAARK Plaintiffs.
44. Defendant breached his duty of loyalty to the AAARK Plaintiffs by changing passwords and usernames and access to websites, domain names, Google documents, and other proprietary information so that only he had access to such accounts and information and by refusing to return such information to the AAARK Plaintiffs upon his resignation.
45. Defendant breached his duty of loyalty to the AAARK Plaintiffs by utilizing the plaintiff's funds for his own benefit and by engaging vendors who provided no services or materials to the AAARK Plaintiffs and by terminating relationships with trusted vendors.
46. The AAARK Plaintiffs have been damaged by Defendant's breach of his duty of loyalty including but not limited to compensation paid to Defendant which should be forfeited because of his breach of duty of loyalty and lost profits from the modification and usurping of the marketing websites and domain names, which profits would not have been lost had it not been for the disloyal acts of Defendant.

THIRD CLAIM FOR RELIEF
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

47. The Plaintiffs incorporate the allegations of paragraphs 1 through 46 as if fully set forth herein.
48. The Employment Agreement between the parties hereto required Defendant to act in good faith and to deal fairly with The AAARK Plaintiffs in performing or enforcing the express terms of the Employment Agreement.

49. Defendant did not perform his obligations pursuant to the terms of the Employment Agreement in good faith as his actions were not consistent with the agreed common purpose and the reasonable expectations of the parties.
50. Defendant breached his duty of good faith and fair dealing when he acted contrary to the agreed upon purposes and the parties' reasonable expectations.
51. The AAARK Plaintiffs have been damaged by Defendant's breach of his duty of good faith and fair dealing.

FOURTH CLAIM FOR RELIEF
(Civil Theft v. Defendant)

52. The Plaintiffs incorporate the allegations contained in paragraphs 1 through 51 as if fully set forth herein.
53. Pursuant to C. R. S. 18 – 4 – 405, “all property obtained by theft, robbery, or burglary shall be restored to the owner... The owner may maintain an action against the taker thereof...In any such action, the owner may recover \$200 or three times the amount of the actual damages sustained by him, whichever is greater, and may also recover costs of the action and reasonable attorney's fees...”.
54. Defendant obtained funds from the AAARK Plaintiffs for his personal use without authority or permission and contrary to the explicit instructions from his supervisor. Defendant did not disclose said action and intended to maintain said funds for his use personal benefit and deprive the AAARK Plaintiffs of said funds. Defendant also obtained goods and services from Plaintiffs did not pay for said services and took actions to hide that he obtained said goods and services.
55. Defendant further incurred expenses from vendors for his own personal benefit and not for the benefit of the AAARK Plaintiffs, to be paid for by the AAARK Plaintiffs.
56. Defendant obtained said property by theft and is liable to the AAARK Plaintiffs for three times the amount of said theft, plus attorney's fees and court costs.

FIFTH CLAIM FOR RELIEF
(Interference with Contractual Obligations v. Defendant)

57. The Plaintiffs incorporate the allegations contained in paragraphs 1 through 56 as if fully set forth herein.

58. The AAARK Plaintiffs had contracts with numerous vendors which had been established over a number of years.
59. Defendant, in his capacity as an employee of the AAARK Plaintiffs, became aware of said contracts.
60. Defendant by words and actions conveyed to various vendors, customers, and bankers of the AAARK Plaintiffs that the AAARK Plaintiffs and their principal plaintiff Terranova, were not good parties for said business relationships and said negative, false and defamatory things about the AAARK Plaintiffs and plaintiff Terranova in order to deter said vendors and business associates from continuing to maintain their contracts with Plaintiffs.
61. Defendant's interference with said contracts was improper.
62. Defendant's interference with the contracts has caused Plaintiffs damages and losses.

SIXTH CLAIM FOR RELIEF
(For Declaratory Relief)

63. The Plaintiffs incorporate the allegations contained in paragraphs 1 through 62 as if fully set forth herein.
64. The AAARK Plaintiffs and Defendant entered into the Employment Agreement.
65. Defendant has asserted that he is entitled to further benefits pursuant to the terms of the Employment Agreement, in particular the issuance of a 5% share in the AAARK Plaintiffs.
66. The AAARK Plaintiffs do not believe that Defendant is entitled to any further benefits pursuant to the terms of the Employment Agreement, in particular the issuance of a 5% share in the AAARK Plaintiffs.
67. The AAARK Plaintiffs do not believe that the language of the Employment Agreement should be construed to require the issuance of said 5% share in the AAARK Plaintiffs.
68. The AAARK Plaintiffs assert that Defendant breached the terms of the Employment Agreement and is therefore barred from making a claim that is entitled to a 5% share in the AAARK Plaintiffs.

69. The AAARK Plaintiffs assert that Defendant failed to meet certain conditions precedent to being entitled to his claim of entitlement to a 5% share in the AAARK Plaintiffs.
70. The AAARK Plaintiffs assert that Defendant elected to receive certain compensation in lieu of his claim of entitlement to a 5% share in the AAARK Plaintiffs.
71. The AAARK Plaintiffs assert that Defendant breached his covenant of good faith and fair dealing and has therefore forfeited any claim of entitlement to a 5% share in the AAARK Plaintiffs.
72. The AAARK Plaintiffs assert that Defendant has waived any claim of entitlement to a 5% share in the AAARK Plaintiffs.
73. Pursuant to Colorado Rules of Civil Procedure rule 57 (a) The court has the power to declare rights, status, and other legal relationships whether or not further relief is or could be claimed.
74. Pursuant to Colorado Rules of Civil Procedure rule 57 (b) any person interested under a written contract may have determined any question of construction or validity arising under the contract.
75. The parties to the Employment Agreement have a dispute regarding the validity of Defendant's claim of entitlement to a 5% share in the AAARK Plaintiffs, and the parties need a determination from this court as to the validity of said claim pursuant to that Employment Agreement.

WHEREFORE, the Plaintiffs request judgment be entered against Defendant in amounts to compensate Plaintiffs for the damages arising from the Defendant's breach of contract, breach of duty of loyalty, breach of the implied covenant of good faith and fair dealing, for civil theft, for interference with contractual obligations, in amounts to be proven at the time of trial, for attorney's fees, court costs, and for such other and further relief as to the Court may seem just and proper. Plaintiffs further request a declaration from this court that the defendant is not entitled to a 5% share in any or all of the AAARK Plaintiffs or any other further benefits, pursuant to the terms of the Employment Agreement.

Respectfully submitted this 16th day of January, 2025.

BRADLEY DEVITT HAAS & WATKINS, P.C.
Attorneys for Plaintiffs

/s/ Jon T. Bradley

Jon T. Bradley, #10143

Plaintiffs' Address:
5050 Fox Street, Unit A
Denver CO 80216