

EXHIBIT 7

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CASE NUMBER: 2020CV30939

DISTRICT COURT, ADAMS COUNTY, COLORADO 1100 Judicial Center Drive Brighton, CO 80601 Phone: 303-654-3290	▲COURT USE ONLY▲
PALLAS CHIOGIOJI AND MELVIN CHIOGIOJI, Plaintiffs v. JASON S. PARDIKES; JSP CONSULTING, LLC, d/b/a THE NEUTRINO GROUP, Defendants.	
Attorneys for Plaintiff: William R. Rapson, #4897 Welborn Sullivan Meck & Tooley, P.C. 1125 - 17 th Street, Suite 2200 Denver, CO 80202 Phone No.: 303.830.2500 Fax No.: 303.832.2366 E-mail: brapson@wsmtlaw.com	Case No.: Division:
COMPLAINT	

COME NOW the Plaintiffs, Pallas Chiogioji and Melvin Chiogioji, by and through their attorney, William R. Rapson of Welborn Sullivan Meck & Tooley, P.C., and for their Complaint state as follows:

JURISDICTION

1. The Defendants are located in Adams County, Colorado.
2. The Defendant JSP Consulting, LLC (“JSP”) is a Colorado limited liability company that is currently delinquent.
3. The Neutrino Group is a trade name for JSP.
4. The transaction at issue occurred in Adams County.

5. Jurisdiction and venue are proper in Adams County.

FACTUAL ALLEGATIONS

6. Plaintiffs incorporate by this reference all of the allegations set forth in Paragraphs 1 through 5, above.

7. The Plaintiffs, as husband and wife and as co-owners of the llc interests, purchased a 10% limited liability interest in the Defendant, JSP, in 2005 for \$50,000.

8. The Defendant, Jason Pardikes, is and has been the managing member of JSP.

9. As of June 14, 2019 the Plaintiffs asked the Defendants for all relevant financial documents and information from 2005-2019.

10. As of that date the only financial records provided by the Defendants were unaudited balance sheets for 2016-2018.

11. As of that date the Defendants continued to refuse to produce all other LLC financial records (*e.g.*, income tax returns; K-1 statements; income statements) of JSP.

12. As a result of the Defendants' failure to produce the required records the Plaintiffs brought an action (*Chiogioji v. Pardikes*, Civil Action No.2019CV030971) in Adams County on or about June 14, 2019.

13. That action was settled and the case dismissed on or about January 28, 2020 with the Settlement Agreement attached hereto as Exhibit A.

14. In paragraph B3 of the Settlement Agreement the Defendants agreed by June 15, 2020 "to produce federal and state income tax returns for JSP Consulting, LLC for 2005-2011 and make appropriate tax filings for 2012-2019 for that period." This obligation includes providing K-1 documents to the Plaintiffs for all years (2005-2019) so they can file correct income tax returns with the federal and state governments for those years.

15. The Defendants have not "produced federal and state income tax returns for JSP for 2005-2011 and have not made appropriate tax filings for the Plaintiffs for 2012-2019.

16. The Plaintiffs are in breach of the Settlement Agreement.

FIRST CAUSE OF ACTION
(Damages for Breach of Contract)

17. Plaintiffs incorporate by this reference all of the allegations set forth in Paragraphs 1 through 16, above.

18. The Defendants' refusal to produce said tax records violates the Settlement Agreement and entitle the Plaintiffs to damages on account of the same.

19. The Plaintiffs request that this Court order the Defendants to produce all financial records for JSP for 2005-2019 and enter an award of damages on account of the Defendants' breach of the Settlement Agreement.

SECOND CAUSE OF ACTION
(Declaratory Judgment)

20. Plaintiffs incorporate by this reference all of the allegations set forth in Paragraphs 1 through 19, above.

21. The Plaintiffs request that this Court enter a declaratory judgment ordering the Defendants to produce the foregoing tax returns and documents.

THIRD CAUSE OF ACTION
(Attorney Fees)

22. Plaintiffs incorporate by this reference all of the allegations set forth in Paragraphs 1 through 21, above.

23. The Settlement Agreement states in paragraph B6 "Breach of any provision of this Agreement shall result in liability for the breaching party for any costs incurred (including attorney fees) by the non-breaching party in attempting to obtain compliance."

24. It further states in paragraph B12 "Each party to this Agreement who breaches a covenant, warranty, promise or representation contained herein hereby indemnifies and agrees to defend and hold the other parties harmless from and against all costs, fees, losses, expenses or damages of any kind or nature without limitation whatsoever which arise out of or on account of said breach."

25. The Defendants are liable to the Plaintiffs for the attorney fees and all other costs incurred by the Plaintiffs in enforcing the Settlement Agreement in this action and otherwise.

WHEREFORE, the Plaintiffs pray that this Court enter judgment against the Defendants and grant the relief requested together with costs, pre and post-judgment interest and the attorney fees incurred by the Plaintiffs to generate the relief required by Colorado law.

Dated: July 13, 2020.

WELBORN SULLIVAN MECK & TOOLEY, P.C.

By: *s/ William R. Rapson*
William R. Rapson

ATTORNEY FOR PLAINTIFF

Plaintiffs' Address:

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