

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

ATI JET, INC. d/b/a JETVIA,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Case No. _____
	§	
FOUNDATION AVIATION, LLC and	§	
FIRM FOUNDATION AVIATION, LLC,	§	
	§	
Defendants.	§	

**PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff, ATI Jet, Inc. d/b/a Jetvia, (“Jetvia” or “Plaintiff”), brings this complaint against Defendants, Foundation Aviation, LLC and Firm Foundation Aviation, LLC (“Foundation Aviation” or “Defendants”), and alleges as follows:

**I. PRELIMINARY STATEMENT**

1. This action arises from Foundation Aviation’s clear and unequivocal breach of the charter agreement (the “Agreement”) valued at \$80,000. Under the Agreement, Foundation Aviation agreed to provide a Gulfstream G-IV Jet (the “Jet”) for round-trip charter flights from El Paso, Texas to Bozeman, Montana. After accepting Jetvia’s payment and confirming the charter, Foundation Aviation abruptly reversed course, breached the Agreement, and refused to provide the promised aircraft—damaging Jetvia’s reputation and costing Jetvia its profit on the charter.

2. Foundation Aviation’s misconduct did not end with its refusal to perform. Despite providing no jet, no substitute aircraft, and no charter service of any kind, Foundation Aviation has wrongfully retained the full \$80,000 paid by Jetvia. This refusal persists even though Foundation Aviation expressly committed in writing that it would “make sure the 80 K is fully refunded”:

I'll make sure the 80 K is fully refunded to you. And a POP is sent to you from ALISSA. I'm not gonna ruin the rest of my day over this topic.

3. Jetvia made repeated, good-faith demands for repayment. Foundation Aviation, however, has refused to return the funds or even commit to a date certain for repayment. Having exhausted all reasonable efforts to resolve this matter without litigation—and with serious financial stability question of Foundation Aviation—Jetvia is left with no choice but to file this action to recover the money it paid (and that Foundation Aviation has no right to keep).

## II. PARTIES

4. Plaintiff ATI Jet, Inc. d/b/a Jetvia is a Texas corporation whose principal office is located at 7007 Boeing Dr., El Paso, TX 79925.

5. Defendant Foundation Aviation, LLC is a Delaware Limited Liability Company, having its principal place of business at 3230 E. Imperial Hwy, Suite 300, Brea, CA 92821.

6. Defendant Firm Foundation Aviation, LLC is a Delaware Limited Liability Company, having its principal place of business at 5101 E. La Palma Ave., Anaheim, CA 92807.

## III. JURISDICTION & VENUE

7. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a) because (a) Plaintiff is citizen of Texas; (b) Defendants are citizens of a foreign state; and (c) the amount in controversy exceeds \$75,000, exclusive of interest and costs.

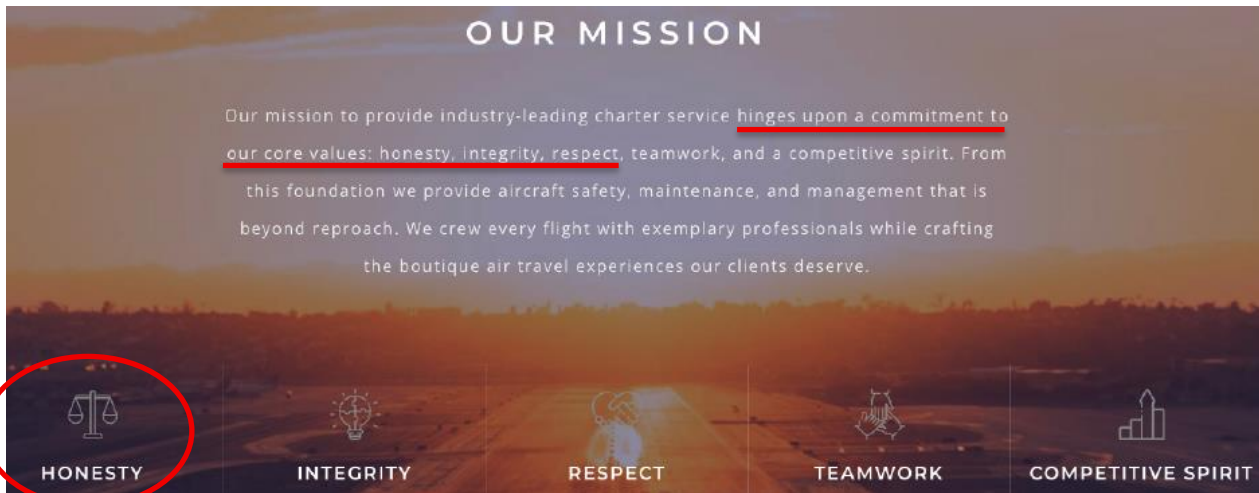
8. This Court has personal jurisdiction over Defendants because they purposefully directed conduct toward Texas, entered a binding contract that involved doing business in Texas with Texas residents, and their wrongful acts were directed at and caused harm in Texas, including in this District.

9. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to this action occurred in this District, including the negotiation, execution, and breach of the Agreement and the resulting injury to Plaintiff in El Paso County, Texas.

#### IV. ALLEGATIONS

10. Jetvia is a private air travel company built on precision, reliability, and trust. Its business depends on meeting elite clients' expectations—every flight, every time—through uncompromising safety standards and highly personalized service. When Jetvia commits to a flight, its reputation is on the line.

11. Foundation Aviation markets itself in similar terms. On its own website, Foundation Aviation publicly touts its “core values” of honesty, integrity, respect, teamwork, and competitive spirit.<sup>1</sup>



Those values are not window dressing—they are representations made to the market and relied upon by partners like Jetvia when selecting charter providers to serve Jetvia’s clients.

<sup>1</sup> See <https://foundationaviation.com/about-us/>.

12. Relying on those representations, Jetvia worked with Foundation Aviation to fulfill one of its client's requests when Jetvia's own aircrafts were unavailable. That reliance proved misplaced.

13. Despite its public promises, Foundation Aviation does not honor its financial obligations when doing so becomes inconvenient. When money is on the line, its stated values collapse.

A. Formation of the Agreement

14. On November 25, 2025, Jetvia and Foundation Aviation entered into a private charter agreement (the "Agreement"). Under the Agreement, Foundation Aviation agreed to supply a Gulfstream G-IV Jet (the "Jet") in exchange for \$80,000 paid by Jetvia.

15. The purpose of the Agreement was straightforward: to transport Jetvia's client on a round-trip flight from El Paso, Texas to Bozeman, Montana, departing on December 26, 2025, and returning January 3, 2026.

16. Under the Agreement, a "100% non-refundable pre-payment [is] required upon booking, unless the trip is cancelled by Foundation Aviation." Ex. 1 at p. 3. In other words, if Foundation Aviation cancelled, Jetvia was entitled to its money back—no ambiguity, no delay, no games.

B. Jetvia Travel's to California

17. In December 2025, Jetvia invested the time and expense to travel to California to meet in person with Timothy Lomakin and the Foundation Aviation team. What Jetvia encountered was a carefully choreographed presentation: polished assurances about Foundation Aviation's capabilities, lofty promises of a long-term partnership, and repeated invocations of core values and shared goals. Mr. Lomakin and his team projected professionalism and integrity at every turn. But that performance proved hollow. In hindsight, the meeting was not the beginning of a genuine

partnership—it was a calculated façade, designed to win Jetvia’s trust and access to its resources, only to abandon those professed values when it mattered most.

18. Foundation Aviation’s Cancellation of the Trip

19. The first leg of the trip was scheduled to depart at 11:11 a.m. on December 26, 2025. At approximately 7:00 a.m. that morning—just hours before departure—Foundation Aviation notified Jetvia of a mechanical issue with the Jet.

20. By approximately 9:00 a.m., Foundation Aviation advised that it might need to locate a recovery aircraft from another source or have Jetvia do so. To hours before departure, Foundation Aviation still did not have a viable aircraft for Jetvia’s client.

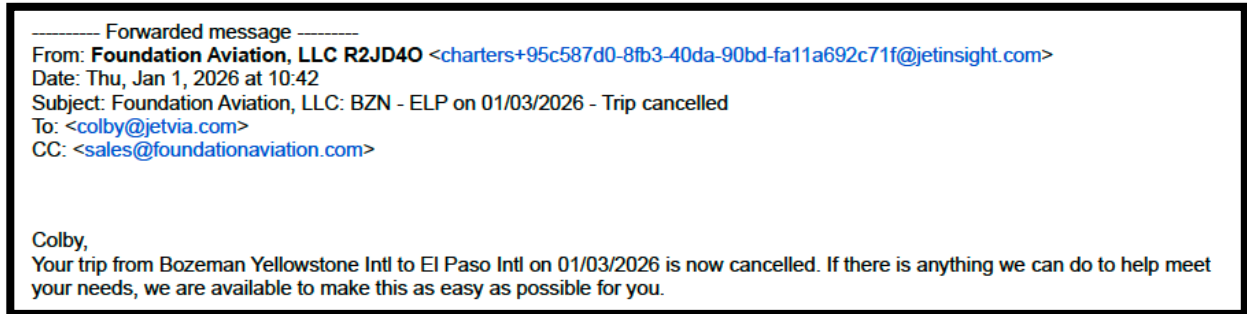
21. Ultimately, Foundation Aviation determined that the Jet’s anti-skid system was compromised and that the aircraft could not safely fly. The flight was officially cancelled at 11:08 a.m.—three minutes before scheduled departure.

22. Jetvia was left scrambling. With virtually no notice, Jetvia was forced to secure a replacement aircraft from a different provider to salvage its client’s trip. Because Jetvia was in a pinch, it got squeezed by the provider of the replacement aircraft, ultimately increasing the cost of the flight and eliminating Jetvia’s margin and zeroing out its profit. When it was all said and done, the departure was delayed by several hours, severely damaging the client experience and Jetvia’s relationship with its customer.

23. Foundation Aviation, meanwhile, simply walked away from the wreckage it created.

24. As the return date approached, Foundation Aviation again demonstrated its unreliability by informing Jetvia that the return flight would be delayed by an additional three to four hours. Given the chaos surrounding the outbound leg, Jetvia’s client reasonably lost confidence in Foundation Aviation’s ability to perform at all.

25. Jetvia raised these concerns directly with Foundation Aviation. Ultimately, the parties mutually agreed to cancel the return flight. Foundation Aviation confirmed the cancellation in writing.:



26. Jetvia was forced, once again, to find a replacement aircraft through another provider, which led to an increased cost of the charter and eliminating any profit for Jetvia.

27. Foundation Aviation Refuses to Return Jetvia's Money

28. Following Foundation Aviation's cancellation of the outbound flight, Jetvia contacted Foundation Aviation—through Timothy Lomakin—on December 30, 2025, demanding immediate repayment of the \$40,000 paid for the cancelled first leg.

29. Foundation Aviation promised to send the funds the next morning. **It never did.**

30. After the return flight was also cancelled, Jetvia repeatedly demanded return of the full \$80,000 paid under the Agreement. Only then did Foundation Aviation claim—without contractual basis—that it had thirty days to refund the money.

31. That assertion was false. The Agreement contains no such provision.

32. On January 9, 2026, Jetvia's counsel issued a final written demand seeking basic confirmation of when and how Foundation Aviation intended to return Jetvia's funds, including the transaction reference number once initiated.

33. Foundation Aviation refused to provide any of that information. It simply kept the money.

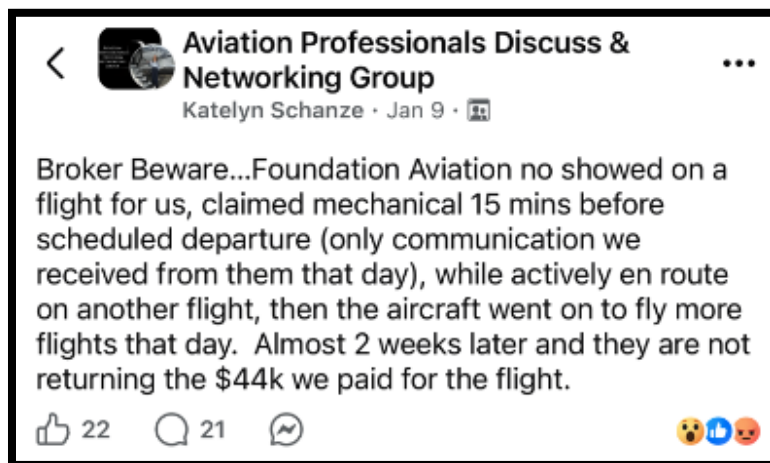
34. The Real Reason: Foundation Aviation’s Financial Distress

35. In the days following the cancellations, Jetvia finally uncovered the truth behind Foundation Aviation’s silence and stalling: Foundation Aviation did not have the money to perform—or to refund.

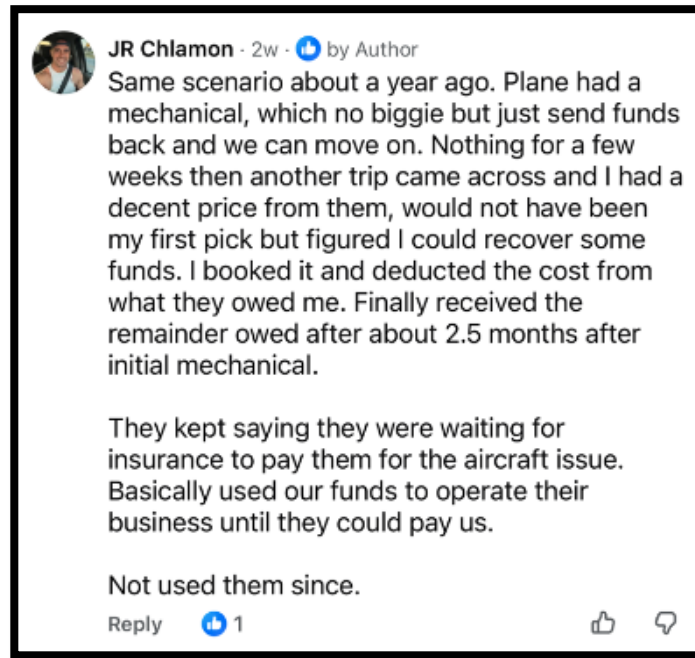
36. On January 13, 2026, Jetvia conducted a title search on the Jet Foundation Aviation had promised to provide. The Jet was already burdened by two liens. One lien was held by the bank that financed the Jet’s \$2.4 million purchase. The other, more troubling lien, was held by Titan Aviation Fuels for unpaid fuel charges totaling \$28,707.99. In other words, the very aircraft Foundation Aviation was marketing and selling for charter was encumbered by unpaid debts.

37. As Jetvia dug deeper, it became clear this was not an isolated failure or an unfortunate one-off. Foundation had done this before. Other customers reported the same last-minute cancellations, the same vague excuses of “mechanical issues,” and the same refusal to return funds—only later to discover that the aircraft was flying other customers during the same time.

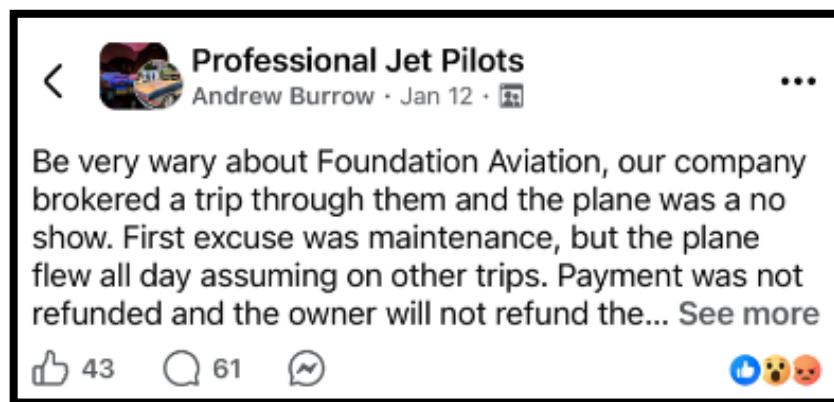
38. Public complaints soon confirmed the pattern. In a January 9 aviation industry post, one customer described having their flight canceled 15 minutes before takeoff, only to be ignored when they demanded their money back.



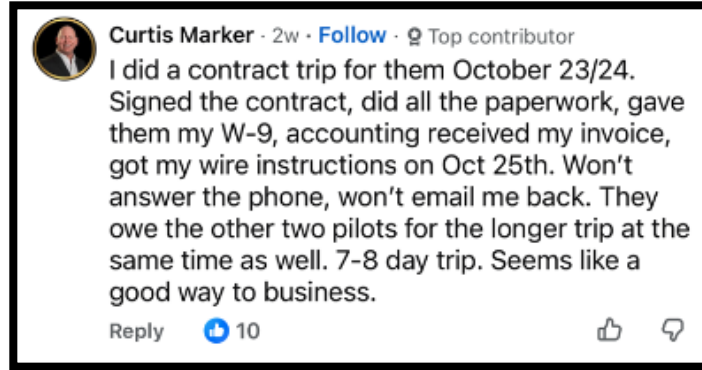
39. Another commenter responded that the exact same thing had happened to them roughly a year earlier.



40. Just days later, yet another customer came forward—this time with evidence showing that while Foundation Aviation claimed the aircraft was grounded, it was actively flying other paying customers.



41. And Foundation Aviation's conduct did not stop with its customers. Pilots, too, were left unpaid and misled, further underscoring the company's inability—or unwillingness—to meet its financial obligations.



42. The picture that emerged was unmistakable. Lien-encumbered aircraft. Public outcry. Repeated last-minute cancellations. Money taken and not returned. Foundation Aviation was financially strained, double-booking flights, holding onto funds it could not repay, and gambling that customers would not fight back.

43. Further investigation confirmed that this behavior was not accidental—it was systemic. Foundation Aviation has been repeatedly sued by business partners and counterparties who were forced into litigation simply to recover money owed under their contracts, including:

- a. *Jetset Group Inc. v. Firm Foundation Aviation, LLC* (Filed Mar. 18, 2025).
- b. *MCFG150 LLC v. Firm Foundation Aviation, LLC* (Filed Mar. 25, 2025).
- c. *Austin Business Finance, LLC v. Firm Foundation Aviation, LLC, Taad Aviation, LLC, Timothy Lomakin, Alissa Lomakin* (Filed June 4, 2025).
- d. *Tailoredspace Brea LLC v. Firm Foundation Aviation LLC* (Filed Aug. 18, 2025).
- e. *Thoro Corp. v. Firm Foundation Aviation, LLC* (Filed Aug. 19, 2025).
- f. *Liberty Funding Source LLC v. Firm Foundation Aviation, LLC* (Filed Aug. 26, 2025).
- g. *Hillsboro Aviation, Inc. v. Firm Foundation Aviation, LLC* (Filed Oct. 6, 2025).
- h. *Genesis Wing LLC v. Firm Foundation Aviation, LLC* (Filed Jan. 16, 2026).

44. This history tells the real story.

45. Foundation Aviation does not operate with honesty, integrity, or respect. Instead, it overpromises, underperforms, withholds money it does not have, and forces its victims into court to recover funds that should never have been withheld in the first place.

46. Jetvia is simply the latest target in a well-established scheme.

## **V. CAUSES OF ACTION**

47. Plaintiff incorporates all foregoing factual allegations into its causes of action and incorporate all allegations in each cause of action into all other causes of action.

### **Count 1: Breach of Contract**

48. Jetvia and Foundation Aviation entered into the Agreement whereby Foundation Aviation was to provide the Jet for a round-trip private charter from El Paso, TX to Bozeman, MT. In exchange, Jetvia agreed to pay Foundation Aviation \$80,000. As a result of the charter, Jetvia was set to earn a margin above and beyond what it paid to Foundation Aviation.

49. Jetvia paid Foundation Aviation the \$80,000 prior to the first leg of the round-trip charter occurring.

50. Foundation Aviation then breached the Agreement by failing to provide the Jet due to mechanical issues on the first leg and delays in schedule on the second leg. Because of these issues, Foundation Aviation was forced to cancel each leg of the round-trip private charter causing Jetvia to find alternative options outside of Foundation Aviation.

51. Foundation Aviation further breached the Agreement when it failed to pay back the \$80,000 to Jetvia.

52. As a result of Foundation Aviation's conduct, Jetvia suffered damages in the amount of the \$80,000 paid and the loss of its expected profit margin, which is roughly \$20,000 or more. Jetvia further seeks all other relief available at law, including recovery of their reasonable and necessary attorneys' fees pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001 et seq.

### **Count 2: Unjust Enrichment<sup>2</sup>**

53. Jetvia conferred a benefit upon Foundation Aviation by providing Foundation Aviation with \$80,000.

54. Foundation Aviation was unjustly enriched by its failure to provide the Jet for the private charter for which the \$80,000 was paid by Jetvia to Foundation Aviation. Foundation Aviation has unjustly enriched itself by withholding from Plaintiff monies that rightfully should be returned since Foundation Aviation did not provide the Jet for the private chartered flight.

55. Under the circumstances set forth above, it is unjust and inequitable for Foundation Aviation to retain the benefit it received without paying the value of that benefit—i.e., returning the \$80,000.

56. Jetvia seeks compensatory damages in the amount of \$80,000 and any other relief available by law.

### **Count 3: Fraud**

57. Foundation Aviation represented to Jetvia that (1) it would supply the Jet for the round-trip private charter and (2) that it would completely refund the \$80,000 that Jetvia had pre-paid after Foundation Aviation cancelled the first leg and second leg of the private charter.

58. Foundation Aviation's representations were material to Jetvia and Jetvia's belief that Foundation Aviation would actually provide an aircraft for the private charter and that Foundation Aviation would actually refund the \$80,000.

59. Foundation Aviation's representations were false.

60. Foundation Aviation made such representations knowing the representations were false, or at the very least made them recklessly.

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<sup>2</sup> Unjust enrichment is alleged in the alternative.

61. Foundation Aviation made the representations to induce Jetvia to entrust Foundation Aviation to pay Foundation Aviation money and to hire Foundation Aviation.

62. Jetvia relied on Foundation Aviation's representations.

63. As a result of Foundation Aviation's actions, Jetvia suffered damages, including in the payments made to Foundation Aviation and harm to Jetvia's reputation. Jetvia suffered actual damages, consequential damages, and exemplary damages in excess of \$1 million. Jetvia also requests any other damages it may be entitled to under the law, including interest and costs.

#### **VI. ATTORNEYS' FEES**

64. Plaintiff seeks an award of all reasonable and necessary attorneys' fees incurred in connection with its claim for breach of contract pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001.

#### **VII. JURY DEMAND**

65. Plaintiff hereby demands a trial by jury on all issues so triable.

#### **VIII. PRAYER**

66. Plaintiff prays that Foundation Aviation be cited to appear and answer, and that upon final hearing the Court enter judgment for Plaintiff and grant the following relief:

- a. At least \$100,000 in compensatory damages;
- b. Consequential damages;
- c. Exemplary damages in excess of \$1 million;
- d. Recovery of Plaintiff's reasonable and necessary attorneys' fees and taxable costs pursuant to TEX. CIV. PRAC. & REM. CODE § 38.001 for Plaintiff's breach of contract claim.
- e. Prejudgment and post-judgment interest on all recoverable sums as allowed by law.
- f. Such other and further relief, at law or in equity, to which Plaintiff may be justly entitled.

Dated: January 28, 2026

Respectfully submitted,

**FOSTER YARBOROUGH KILLINGSWORTH, PLLC**

By: /s/ Michael Killingsworth

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