

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

DANIEL P. DWYER, a Colorado resident, and
SHERRIE M. DWYER, a Colorado resident,

Plaintiffs,

v.

ONEFLIGHT INTERNATIONAL, INC., D/B/A BAJIT, a Colorado corporation;
ONEFLIGHT JETS, INC., D/B/A ONEFLIGHT INTERNATIONAL, INC., a Colorado
corporation;
BALCC HOLDINGS, LLC, D/B/A ONEFLIGHT INTERNATIONAL, INC., a Colorado limited
liability company;
FERRER RAJPUT, a Colorado resident;
MARK DISMUK, a Colorado resident; and
TONYA GAINES, a Colorado resident,

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiffs Daniel P. Dwyer (“Mr. Dwyer”) and Sherrie M. Dwyer (“Mrs. Dwyer”) (together, “Plaintiffs” or “the Dwyers”), by and through undersigned counsel, allege as and for their Complaint against Defendants OneFlight International, Inc., d/b/a BAJit (“BAJit”); OneFlight Jets, Inc., d/b/a OneFlight International, Inc. (“OneFlight Jets”); BALCC Holdings, LLC, d/b/a OneFlight International, Inc. (“BALCC”) (BAJit, OneFlight Jets, and BALCC, collectively, “OneFlight”); Ferren Rajput (“Rajput”); Mark Dismuke (“Dismuke”); and Tonya Gaines (“Gaines”) (Rajput, Dismuke, and Gaines, collectively, the “Individual Defendants”; OneFlight and the Individual Defendants, collectively, “Defendants”):

NATURE OF THE ACTION

1. This is an action for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) and (d), and the Colorado Organized Crime Control Act, Colo. Rev. Stat. § 18-17-104, and for fraud, fraudulent concealment, negligent misrepresentation, civil conspiracy, breach of contract, civil theft, conversion, unjust enrichment, violation of the Colorado Consumer Protection Act, and an accounting, arising out of a scheme by Defendants to induce Plaintiffs and, upon information and belief, numerous other customers, to make ever-larger prepaid, non-refundable deposits for future private jet flight hours, while Defendants knew, or recklessly disregarded, that OneFlight's prepaid-flight-hour liabilities exceeded its ability to deliver the flight time purchased, and while Defendants used new customer deposits to fund existing obligations to earlier customers, vendors, and charter operators — the hallmark of a Ponzi scheme.

2. Rather than holding customers' prepaid funds in reserve for the future flights for which they were paid, OneFlight, at Rajput's direction, absorbed Plaintiffs' and other customers' cash into its operating capital, and used it to fund OneFlight's operations, its obligations to earlier customers, and an escalating marketing and sponsorship campaign — including sponsorship of the McLaren Formula 1 team and PGA TOUR events — specifically designed to project an image of solvency and prosperity to induce further deposits by Plaintiffs and other customers, all while OneFlight's actual financial condition was deteriorating.

3. Between March and September 2026, Defendants — through Gaines, OneFlight's sales agent, acting under Dismuke's supervision and with Dismuke's direct participation — solicited Plaintiffs with a series of high-pressure, same-day "limited" offers and repeatedly presented OneFlight as a sound, legitimately operated business whose customers' prepaid deposits

were safe, at the same time Defendants knew, or recklessly disregarded, that rising operating costs and mounting prepaid-flight-hour obligations were rendering OneFlight increasingly insolvent.

4. In reliance on Defendants’ representations, Plaintiffs wired OneFlight non-refundable deposits totaling \$637,500 in less than three months — \$187,500 on March 10, 2026, \$250,000 on May 28, 2026, and \$200,000 on June 3, 2026. Within the two weeks before OneFlight collapsed, Defendants solicited Plaintiffs for at least \$100,000 more.

5. On or about September 15, 2026, OneFlight notified customers that it was pausing all flight activity for at least 30 days, removed much of its online presence, and, upon information and belief, defaulted on payments owed to multiple charter operators in amounts of hundreds of thousands of dollars, confirming that OneFlight had in fact been insolvent, or in a state of deepening financial distress, throughout the period in which Defendants continued to solicit and accept Plaintiffs’ deposits as well as deposits from others.

6. OneFlight did business through three closely held, commonly owned and controlled entities — BAJit, OneFlight Jets, and BALCC — each of which held itself out as “OneFlight International,” and which Rajput operated as a single business and used to separate OneFlight’s customer obligations from its valuable assets. Plaintiffs seek to hold each of them, together with the Individual Defendants, liable for the obligations owed to them.

7. Plaintiffs bring this action to recover the funds fraudulently obtained from them, together with compensatory damages, treble and/or exemplary damages, restitution, an accounting, pre- and post-judgment interest, attorneys’ fees and costs, and such other relief as the Court deems just and proper.

PARTIES

8. Plaintiff Daniel P. Dwyer is, and at all relevant times was, a citizen and resident of the State of Colorado, residing in Castle Rock, Colorado. Mr. Dwyer is a former certified public accountant who worked for a “Big Eight” accounting firm in the 1980s.

9. Plaintiff Sherrie M. Dwyer is Mr. Dwyer’s wife and is, and at all relevant times was, a citizen and resident of the State of Colorado, residing in Castle Rock, Colorado. Mrs. Dwyer is a joint holder of Plaintiffs’ OneFlight member account and is a named Member under the June 3, 2026 Discount Addendum described below. The deposits described herein were made with Plaintiffs’ jointly owned funds.

10. Defendant OneFlight International, Inc., d/b/a BAJit, is a Colorado corporation with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Incorporated on January 24, 2013, BAJit is an affiliate of OneFlight Jets and BALCC and is, upon information and belief, the contracting party to the membership agreements at issue in this action. Upon information and belief, BAJit shared offices, corporate resources, and employees with OneFlight Jets and BALCC, and Rajput, as the owner of all three entities, operated them closely together as one business.

11. Defendant OneFlight Jets, Inc., d/b/a OneFlight International, Inc., is a Colorado corporation with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Incorporated on January 3, 2013, OneFlight Jets is an aviation charter broker and an affiliate of BAJit and BALCC. Upon information and belief, OneFlight Jets shared offices, corporate resources, and employees with BAJit and BALCC, and Rajput, as the owner of all three entities, operated them closely together as one business.

12. Defendant BALCC Holdings, LLC, d/b/a OneFlight International, Inc., is a Colorado limited liability company with its principal place of business located at 8208 South

Interport Boulevard, Suite 200, Englewood, Colorado 80112. Formed on January 3, 2007, BALCC is an aviation charter broker and an affiliate of BAJit and OneFlight Jets. Upon information and belief, BALCC's sole member is Defendant Rajput, and BALCC shared offices, corporate resources, and employees with BAJit and OneFlight Jets, and Rajput, as the owner of all three entities, operated them closely together as one business.

13. BAJit, OneFlight Jets, and BALCC had the same registered agent and corporate counsel, David Stefanski.

14. Defendant Ferren Rajput is, upon information and belief, a citizen and resident of the State of Colorado, residing in Denver, Colorado. Rajput is the founder and Chief Executive Officer of OneFlight Jets, and the owner of BAJit, OneFlight Jets, and BALCC. At all relevant times, Rajput exercised control over OneFlight's financial, marketing, and sales practices, including the practices described herein, together with Defendant Dismuke.

15. Defendant Mark Dismuke is, upon information and belief, a citizen and resident of the State of Colorado. Dismuke is the Executive Vice President of Sales for OneFlight and, at all relevant times, was responsible for supervising OneFlight's sales personnel, including Gaines, and for soliciting and closing, personally and together with Rajput and Gaines, large customer deposits, including Plaintiffs'.

16. Defendant Tonya Gaines is, upon information and belief, a citizen and resident of the State of Colorado. At all relevant times, Gaines was a sales agent for OneFlight, working from OneFlight's offices in Englewood, Colorado, under Dismuke's supervision. Gaines was Plaintiffs' principal point of contact at OneFlight, personally solicited each of Plaintiffs' deposits, and transmitted each of Plaintiffs' agreements to them for signature. Upon information and belief,

Gaines was compensated by commission or bonus based on the customer deposits she brought in, including Plaintiffs’.

17. Rajput and Dismuke each personally participated in, directed, authorized, and/or ratified the fraudulent conduct described in this Complaint, while having knowledge that OneFlight’s actual financial condition was deteriorating and while each of them personally benefitted from the unjustly solicited and obtained customer deposits. Gaines personally participated in the fraudulent conduct described in this Complaint and personally benefitted from it. Each Individual Defendant is personally liable for that conduct regardless of his or her status as an officer, employee, or agent of OneFlight.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Plaintiffs’ claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961–1968 (“RICO”), arise under the laws of the United States, and pursuant to 18 U.S.C. § 1964(c).

19. This Court has supplemental jurisdiction over Plaintiffs’ state-law claims pursuant to 28 U.S.C. § 1367(a) because those claims are so related to Plaintiffs’ RICO claims that they form part of the same case or controversy under Article III of the United States Constitution: all of Plaintiffs’ claims arise from the same scheme, the same representations, and the same deposits.

20. This Court has personal jurisdiction over BAJit, OneFlight Jets, and BALCC because each is organized under the laws of Colorado and maintains its principal place of business in this State. This Court has personal jurisdiction over Rajput, Dismuke, and Gaines because each resides in Colorado and, upon information and belief, conducted the business described herein

from and within the State of Colorado on behalf of OneFlight, and each purposefully directed communications and solicitations at Plaintiffs in furtherance of the scheme alleged herein.

21. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and 18 U.S.C. § 1965(a) because each Defendant resides in this District, Defendants maintained offices and conducted substantial business operations in this District, and a substantial part of the events giving rise to Plaintiffs' claims occurred in this District.

FACTUAL ALLEGATIONS

A. OneFlight's Business and Prepaid Membership Programs

22. OneFlight marketed and sold private jet membership and prepaid flight-hour programs — including JetCard, “BAJCard,” “Sapphire Club,” and “Diamond Club” memberships — under which customers paid membership dues and deposits in advance in exchange for future charter flight hours at fixed hourly rates and associated benefits. OneFlight, a federally regulated charter broker, promised to book private air travel on behalf of its members with direct air carriers.

23. Under OneFlight's form membership agreements, members made initial deposits “as pre-payment for charter flights,” and OneFlight agreed “to provide charter flights up to but not exceeding the available Member funds balance.” OneFlight further agreed that it was “obligated to continue to provide aircraft comparable to those available at the date of this Agreement and have sufficient aircraft in reasonable locations to provide annual reservations for all Members,” and that members were entitled to reserve flights at fixed hourly rates for as long as they maintained their accounts in good standing.

24. OneFlight's membership agreements further represent and acknowledge that “Flights booked with OFI on BAJit are subject to the Charter Broker rules governed by 14 CFR Part 295.”

25. Those federal regulations, which govern consumer protection in the aviation industry, require that air charter brokers “make prompt refunds of all monies paid for charter air transportation when such transportation cannot be performed or when such refunds are otherwise due, as required by 14 CFR 374.3 and 12 CFR part 226 for credit card purchases, and within 20 days after receiving a complete refund request for cash and check purchases.” 14 C.F.R. § 295.26.

B. OneFlight’s Interconnected Entities

26. Rajput divided the assets of the OneFlight business among three entities. BAJit is the registered owner of the two Gulfstream aircraft that OneFlight held out to its members as its corporate jets. OneFlight Jets is the registered owner of a Cessna aircraft. BALCC holds the trademark registrations for ONEFLIGHT INTERNATIONAL, ONEFLIGHT, and JETCLUB, the names under which OneFlight marketed and sold its memberships, including Plaintiffs’.

27. OneFlight Jets and BALCC both do business as “OneFlight International,” the same name under which BAJit contracted with Plaintiffs. OneFlight’s membership agreements, including Plaintiffs’, identify the member’s counterparty only as “ONEflight International,” are signed on behalf of “ONEFLIGHT INTERNATIONAL, INC.,” and state that the right to receive payment under them belongs to “ONEFLIGHT INTERNATIONAL.” Plaintiffs and OneFlight’s other members had no way to distinguish among the three entities.

28. In registering the ONEFLIGHT INTERNATIONAL trademark, BALCC submitted OneFlight’s website, oneflight.net, as evidence of its use of the mark. That is the same website through which OneFlight marketed its memberships to the public and on which OneFlight announced the suspension of its operations.

29. In September 2026, within days of OneFlight’s suspension of operations, David Stefanski resigned as registered agent for all three entities.

30. Upon information and belief, Rajput owns and controls BAJit, OneFlight Jets, and BALCC, and each entity is a mere instrumentality for the transaction of Rajput's own affairs. Upon information and belief, the three entities do not operate as distinct business entities: they share offices, employees, corporate counsel, a registered agent, a website, and the "OneFlight International" name; they commingle funds, including customer deposits; and Rajput moved customer funds among the three entities, and to himself, as needed to operate the OneFlight business.

31. Rajput used the three entities to defeat the rightful claims of OneFlight's customers. BAJit, the entity that contracted with OneFlight's customers, holds the customers' deposit obligations, while the brand and trademarks under which OneFlight sold those memberships are held by BALCC and the Cessna aircraft is held by OneFlight Jets. Upon information and belief, BAJit is thinly capitalized relative to its obligations to OneFlight's customers. Treating the three entities as separate would allow Rajput to shield the OneFlight business's assets from its customers, and disregarding their separate corporate forms would achieve an equitable result.

C. OneFlight's False Image of Financial Strength

32. OneFlight spent millions of dollars on marketing campaigns featuring high-profile celebrity ambassadors and television personalities, including, but not limited to, John Elway and Shark Tank's Robert Herjavec and Kevin O'Leary, and secured prominent sponsorships of sporting events, including the PGA TOUR's ONEflight Myrtle Beach Classic, Tiger Woods' and Rory McIlroy's TGL golf league, and the McLaren Formula 1 team.¹

¹See D. Gollan, BAJit private jet broker OneFlight is pausing flights for 30 days (Sept. 16, 2026), available at <https://privatejetcardcomparisons.com/2026/09/15/bajit-private-jet-broker-oneflight-is-pausing-flights-for-30-days/>.

33. OneFlight’s marketing materials also emphasized OneFlight’s ARGUS Certified Charter Broker and Wyvern Wingman Broker designations, representing to prospective and existing members that OneFlight met the highest industry standards for safety, operational integrity, and fiscal responsibility. The ARGUS program, as described in OneFlight’s own promotional materials, required certified brokers to demonstrate “management of the fiscal responsibilities inherent to this line of business.”

34. The purpose of OneFlight’s extensive marketing efforts was to inspire public trust and confidence in OneFlight’s brand and to project the image of a thriving corporate enterprise, when, in reality, and unbeknownst to its customers, OneFlight was subsidizing its extravagance with their prepaid funds.

35. OneFlight publicly reported approximately \$232 million in total revenue for fiscal year 2025, up 90% year over year, crediting in part its sports sponsorships and international expansion. In a published interview, Rajput boasted that OneFlight was “on track for a significant increase in revenues in 2026.”² Rajput knew that statement was material, misleading, and false when made, and intended it to induce existing and prospective members, including Plaintiffs, to continue depositing funds with OneFlight while concealing OneFlight’s impending collapse.

36. Upon information and belief, OneFlight’s reported 2025 revenue figure was false and misleading to Plaintiffs and other customers in that it failed to properly account for the true cost and scope of OneFlight’s outstanding prepaid-flight-hour liabilities then existing on its books. In the alternative, if OneFlight’s reported 2025 revenue was accurate, then Defendants’ subsequent representations to Plaintiffs and other customers regarding OneFlight’s solvency and financial

²See D. Gollan, OneFlight ‘actively addressing ... financial and operations issues’ (Sept. 10, 2026), available at <https://privatejetcardcomparisons.com/2026/09/09/oneflight-actively-addressing-financial-and-operations-issues/>.

stability made in 2026, as described below, were knowingly false when made, given the deteriorating financial trajectory described herein.

D. Rising Costs, Concealed Insolvency, and Escalating Sponsorships (2026)

37. Beginning no later than the onset of the 2026 conflict between the United States and Iran in late February 2026, the cost of air travel and charter operations rose significantly, causing immediate adverse financial consequences for OneFlight, whose prepaid-flight-hour liabilities to customers were fixed at a set rate per flight hour regardless of OneFlight's increasing cost to deliver that travel.

38. Rajput and Dismuke were each personally aware of OneFlight's resulting financial and operational difficulties heading into and throughout 2026. OneFlight is a closely held private business founded and owned by Rajput, and Rajput and Dismuke worked closely together in operating and marketing OneFlight's business.

39. Notwithstanding this knowledge, as the cost of air travel rose, Defendants concealed OneFlight's financial difficulties from Plaintiffs and other customers and instead presented a false front that OneFlight was not experiencing financial difficulty and was, in fact, solvent and thriving. Contrary to that public persona, OneFlight was hemorrhaging cash, up to the point that it could no longer afford to pay the direct air carriers it partnered with to operate its customers' flights.

40. In 2026, OneFlight, by and through and in concert with the Individual Defendants, increased its marketing campaign specifically to attract new customer deposits in order to fund and fulfill its existing obligations on previously sold prepaid flight hours — that is, to use new depositors' money to pay obligations owed to earlier depositors and vendors, the defining characteristic of a Ponzi scheme. Upon information and belief, the new customer deposits also

conferred financial or other benefits on the Individual Defendants, with the precise nature and extent of those benefits to be determined in discovery.

41. As part of its 2026 marketing and sports sponsorship campaign, OneFlight became the official private aviation partner of the McLaren Mastercard Formula 1 Team in a multi-year collaboration featuring branding on the team's race cars and on the race suits of drivers Lando Norris and Oscar Piastri, and once again became title sponsor of the PGA TOUR Myrtle Beach Classic in May 2026, with enhanced sponsorship that included a featured display of a McLaren F1 race car, OneFlight's hosting of a headline performance by The Beach Boys, a \$250,000 flight credit to the event's winning golfer, and a five-hour flight credit to every player who made the 36-hole cut. OneFlight made these sponsorship commitments at a time when it was, upon information and belief, struggling to pay its vendors, and specifically its air charter operators.

42. These escalated sponsorship commitments, made while OneFlight was struggling to pay its own vendors, were undertaken by Defendants for the purpose of creating a false public appearance of OneFlight's solvency and prosperity in order to induce Plaintiffs and other customers to continue making and increasing their deposits.

E. Time-Limited "Deals" to Accelerate the Inflow of Customer Cash

43. Throughout 2025 and 2026, OneFlight repeatedly solicited new and larger deposits through high-pressure, time-limited offers that promised discounts, "free" flight credits, or complimentary flights, but only if the customer signed and paid within hours or days. Upon information and belief, OneFlight used these time-limited offers to accelerate the inflow of new customer cash, which OneFlight needed to fund its operations and to satisfy obligations owed to earlier customers. A charter broker that was preserving customer deposits to pay third-party operators for future flights could not sustainably offer such incentives.

44. On or about June 3, 2026, at a time when OneFlight's financial difficulties were compounding and OneFlight was, upon information and belief, struggling or unable to pay its charter aircraft operators from the prepaid flight income it had already collected from customers, OneFlight ran a promotion offering 40% off all flights for a multi-year period to a purportedly limited number of customers, in exchange for an immediate additional deposit. The identical promotion continued to be offered to other customers after the represented limited availability had supposedly been exhausted, demonstrating that OneFlight's representations of scarcity were false and that OneFlight continued to solicit deposits from new and existing customers in order to fund its existing obligations.

45. Upon information and belief, OneFlight solicited and accepted substantial customer deposits through such offers as late as September 2026, in some cases only days before it suspended operations, while concealing that it was unable to pay the direct air carriers that operated its customers' flights.

F. Plaintiffs' Memberships and Deposits with OneFlight

46. Before becoming a OneFlight member, Mr. Dwyer saw OneFlight's television commercials featuring John Elway and Robert Herjavec, whose endorsements he held in high regard based on their standing in the community, and he periodically received emails from OneFlight promoting its partnership with the McLaren Formula 1 team. OneFlight also offered Plaintiffs access to sponsorship-related events and experiences. These endorsements and sponsorships increased Mr. Dwyer's confidence in OneFlight's business standing and financial strength, as Defendants intended.

47. Gaines, acting under Dismuke's supervision, was Plaintiffs' principal point of contact at OneFlight. Gaines and Dismuke solicited each of Plaintiffs' deposits by telephone, and

Gaines also solicited them by text message and email. Dismuke executed each of Plaintiffs' agreements on OneFlight's behalf as its Executive Vice President of Sales.

1. The March 2026 Super Mid JetCard (\$187,500)

48. Between approximately March 8 and March 10, 2026, Gaines and Dismuke solicited Mr. Dwyer to purchase a 25-hour Super Mid JetCard at a discounted price. Gaines communicated with Mr. Dwyer by telephone, text message, and email.

49. Mr. Dwyer, drawing on his training and experience as a former certified public accountant, conducted due diligence before committing any funds. During a March 2026 sales call, he specifically asked Gaines whether OneFlight was financially sound, whether it was solvent, and, in light of Rajput's prior criminal history, whether OneFlight was being operated ethically. In response, Gaines assured Mr. Dwyer that Rajput had served his time; emphasized how long OneFlight had been in business; and represented that, since OneFlight was founded, neither Rajput nor the company had engaged in any kind of nefarious conduct, and that Rajput had operated the business for years in an ethical and legal manner. Gaines disclosed nothing about any financial or operational difficulty at OneFlight.

50. To overcome any hesitation and to prevent Mr. Dwyer from investigating further, Gaines and Dismuke pressed him to commit immediately. Gaines repeatedly told Mr. Dwyer, "I've seen Mark pull these deals before if customers can't make a quick decision." Gaines then put Dismuke on the telephone with Mr. Dwyer to apply pressure regarding timing, and Dismuke got on the call to move the deal along and press Mr. Dwyer to commit within OneFlight's deadline. Dismuke disclosed nothing about any financial or operational difficulty at OneFlight.

51. On the morning of March 10, 2026, Gaines emailed Mr. Dwyer, through DocuSign, a "ONEflight 25 Hour JetCard Membership – Super Mid Jet (Colorado)" agreement (the "JetCard

Agreement”), executed on OneFlight’s behalf by Dismuke. The JetCard Agreement’s “Additional Consideration” provision required Mr. Dwyer to execute the agreement “upon receipt” and to make a “non-refundable payment of \$187,500 for JetCard Membership before 3:00PM MST March 10th, 2026” — the same day — in order to obtain the discounted price. A copy of the JetCard Agreement is attached as Exhibit A. The JetCard Agreement’s recital of an effective date of “March, 2025” is a typographical error; the agreement was transmitted and executed on March 10, 2026, as reflected in its signature block, its “Additional Consideration” deadline, and its DocuSign certificate of completion.

52. In reliance on Defendants’ representations, Mr. Dwyer executed the JetCard Agreement on March 10, 2026, and that same day Plaintiffs wired \$187,500 to OneFlight from Plaintiffs’ jointly owned account at UBS in Switzerland.

2. The May 2026 Diamond Club Membership (\$250,000)

53. On May 22, 2026, Gaines emailed Mr. Dwyer, through DocuSign, a “ONEflight Diamond Club Agreement (Colorado – 2026)” (the “Diamond Club Agreement”), executed on OneFlight’s behalf by Dismuke. The Diamond Club Agreement required a “non-refundable initial funds deposit in the amount not less than ... US \$250,000 ... as pre-payment for charter flights,” and provided that OneFlight “agrees to provide charter flights up to but not exceeding the available Member funds balance” at “fixed hourly rates protected from rate fluctuations.” A copy of the Diamond Club Agreement, with its addendum, is attached as Exhibit B.

54. Between approximately May 26 and May 28, 2026, Gaines (by telephone, text message, and email) and Dismuke (by telephone) solicited Mr. Dwyer to execute and fund the Diamond Club Agreement, applying the same sales pressure as in March: Gaines again warned that Dismuke would pull the deal if Mr. Dwyer did not decide quickly, and Dismuke again got on

the telephone to press Mr. Dwyer to commit within OneFlight’s deadline. Neither Gaines nor Dismuke disclosed any financial or operational difficulty at OneFlight.

55. To induce Plaintiffs’ immediate deposit, the Diamond Club Agreement’s “Additional Consideration” addendum provided that, if Mr. Dwyer executed the agreement “upon receipt” and made a “\$250,000 non-refundable deposit ... before 3:00PM MST May 28th, 2026,” OneFlight would provide “one round-trip flight for up to eight passengers on an OFI corporate Gulfstream for the cost of \$30,000,” departing October 4, 2026 from Denver (KAPA) to Maui (PHOG) and returning October 25, 2026 from Kona to Denver (KAPA). Upon information and belief, the OneFlight “corporate” Gulfstream aircraft are registered to BAJit.

56. In reliance on Defendants’ representations, Mr. Dwyer executed the Diamond Club Agreement and addendum on May 27, 2026, and on May 28, 2026 Plaintiffs wired \$250,000 to OneFlight from Plaintiffs’ jointly owned Charles Schwab account.

3. The June 2026 40% Discount Addendum (\$200,000)

57. Less than a week later, between approximately June 1 and June 3, 2026, Gaines solicited Mr. Dwyer by telephone, text message, and email to make a further \$200,000 deposit in exchange for a purportedly limited promotion offering a 40% discount on Plaintiffs’ flights. This was the same June 2026 “40% off” promotion described in Section E above.

58. Shortly after noon on June 3, 2026, Gaines emailed Mr. Dwyer, through DocuSign, an “Addendum 1 – Additional Consideration” between OneFlight and “Daniel & Sherrie Dwyer” as “Member” (the “Discount Addendum”), executed on OneFlight’s behalf by Dismuke, which required execution “upon receipt” and “a non-refundable payment of \$200,000 to Member’s Diamond Club flight account by 3:00PM MST, today June 3rd, 2026,” in exchange for “a 40%

discount on all flights through June 3rd, 2029.” A copy of the Discount Addendum is attached as Exhibit C.

59. In reliance on Defendants’ representations, Mr. Dwyer executed the Discount Addendum within approximately twenty-five minutes of receiving it and, that same day, Plaintiffs wired \$200,000 to OneFlight from Plaintiffs’ jointly owned account at UBS in Switzerland. The JetCard Agreement, the Diamond Club Agreement and its addendum, and the Discount Addendum are referred to collectively as the “Agreements.”

4. Manufactured Urgency and False Scarcity

60. Each of OneFlight’s offers to Plaintiffs was presented as a limited promotion that required immediate action, and each required Mr. Dwyer to sign and pay the same day or within a day or two of receiving the offer. On multiple occasions, Gaines told Mr. Dwyer that she had seen Dismuke pull deals before if customers could not make a quick decision. On one occasion, when Mr. Dwyer told Gaines that he needed to attend to his mother, who required assistance at her nursing home, and that he wished to review the deposit contract the following morning, he was told that the deal would go away.

61. After Plaintiffs committed to each deposit, Mr. Dwyer saw that the supposedly limited promotions remained available, demonstrating that Defendants’ representations of scarcity and urgency were false and were made to accelerate the inflow of Plaintiffs’ cash.

62. Within less than three months, between March 10 and June 3, 2026, Plaintiffs paid OneFlight \$637,500 in non-refundable deposits, at a time when OneFlight was, upon information and belief, already struggling to pay the charter operators that flew its customers. At no time did any Defendant, or anyone acting on OneFlight’s behalf, disclose to Plaintiffs that OneFlight was experiencing financial or operational difficulties. Plaintiffs would not have made any of their

deposits had they believed there was any risk that OneFlight would be unable to honor their prepaid balance.

5. Solicitations Through the Final Weeks

63. Defendants continued to solicit Plaintiffs for additional money until the very end. In September 2026, within the two weeks before OneFlight suspended operations, Gaines solicited Mr. Dwyer by email and telephone to deposit at least \$100,000 more in exchange for discounted flight hours. Gaines did not disclose OneFlight's financial condition, its inability to pay its charter operators, or its imminent shutdown. Mr. Dwyer declined only because the offer was no better than the terms Plaintiffs had already purchased.

64. Plaintiffs later learned from public reports that OneFlight's Chief Financial Officer, Hanno Uys, had been in the custody of U.S. Immigration and Customs Enforcement since on or about September 3, 2026 — during the very period in which Gaines was soliciting Plaintiffs for an additional \$100,000.³ No Defendant disclosed to Plaintiffs that OneFlight's chief financial officer had been detained, or any other concern regarding the officer responsible for OneFlight's finances. Had Mr. Dwyer known of any such concern, he would not have done business with OneFlight.

65. Upon information and belief, Defendants' last-minute solicitations of Plaintiffs and other customers were made to bring in new cash to fund OneFlight's existing obligations and to forestall the exposure of its insolvency.

G. OneFlight's Collapse (Summer–Fall 2026)

66. OneFlight thereafter suffered increasing financial difficulties and could not meet its obligations to provide prepaid flights to its customers. In August 2026, OneFlight attempted to

³See Gollan, *supra* note 2.

impose a sudden 35% “economic surcharge” on its existing customers before reversing that surcharge in the face of customer backlash.

67. On or about September 15–16, 2026, without prior notice or explanation, OneFlight suspended its operations. Plaintiffs learned of the suspension by email on September 16, 2026. OneFlight posted the following message on its website:

Dear ONEflight Clients,

We are writing to inform you of an important temporary change to ONEflight International flight services.

Effective immediately, ONEflight is pausing all flight activity for the next 30 days, or until further notice, while we conduct a comprehensive evaluation of our current operations and status.

We sincerely appreciate your patience and understanding.

Sincerely, ONEflight International

68. At or around the same time, OneFlight deleted much of its online presence, and multiple charter operators that had been performing flights on OneFlight’s behalf publicly reported that OneFlight was behind on payments owed to them, in some instances by hundreds of thousands of dollars. Upon information and belief, OneFlight informed its employees, without warning, that it was shutting down, and terminated substantially all of its personnel.

69. Upon information and belief, instead of holding its customers’ prepaid funds in reserve or in a dedicated escrow account, OneFlight, at Rajput’s direction, absorbed Plaintiffs’ and other customers’ cash into its operating capital and now lacks the liquidity to compensate its customers for their deposits, which, upon information and belief, total an estimated \$150 million.

70. At the time OneFlight suspended its operations, Plaintiffs’ OneFlight account reflected an unused prepaid cash balance of \$597,750 of their \$637,500 in deposits. Plaintiffs’ account records were maintained in OneFlight’s BAJit application and online portal, which are no longer accessible to Plaintiffs.

71. OneFlight did not provide the October 4 and October 25, 2026 round-trip Gulfstream flight to and from Hawaii that it promised in exchange for Plaintiffs' \$250,000 Diamond Club deposit. As a result, Plaintiffs paid approximately \$10,000 for first-class commercial airline tickets for the guests they had invited on that flight.

72. On October 12, 2026, Plaintiffs, through counsel, delivered to OneFlight a written demand for a refund of their prepaid funds, which constitutes a complete refund request within the meaning of 14 C.F.R. § 295.26. OneFlight has not refunded any of Plaintiffs' prepaid funds. Under 14 C.F.R. § 295.26, OneFlight, as an air charter broker, is required to make prompt refunds of all monies paid for charter air transportation that cannot be performed, and to do so within 20 days after receiving a complete refund request for cash and check purchases. OneFlight has suspended its operations indefinitely, can no longer provide the flights for which Plaintiffs prepaid, and, upon information and belief, lacks the intention and the means to refund Plaintiffs' funds. Plaintiffs do not believe that OneFlight will become operational again, to the detriment of Plaintiffs and all other existing customers with a balance at OneFlight.

73. The integration and "non-reliance" provisions of OneFlight's form agreements do not bar Plaintiffs' claims. Defendants' misrepresentations and omissions concerned OneFlight's solvency, financial condition, management, use of customer deposits, and ability to perform — matters not addressed in the Agreements — and the Agreements themselves, including those provisions, were procured by Defendants' fraud.

74. At all relevant times, as its founder, owner, and CEO, Rajput acted in concert with OneFlight and directed or caused others to direct OneFlight's practices, operations, and statements to its customers and the public.

75. As a direct and proximate result of Defendants’ conduct described herein, Plaintiffs have been damaged in an amount to be proven at trial, but not less than \$607,750, representing their unused prepaid cash balance of \$597,750 and approximately \$10,000 in replacement airfare, together with the lost value of the 40% discount and the Hawaii Gulfstream flight for which they paid.

FIRST CLAIM FOR RELIEF
(Violation of RICO, 18 U.S.C. § 1962(c))
(Against Defendants Rajput, Dismuke, and Gaines)

76. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

77. Each Plaintiff and each of Rajput, Dismuke, and Gaines is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).

78. BAJit, OneFlight Jets, and BALCC, together with their officers, employees, and agents, constitute an association-in-fact “enterprise” within the meaning of 18 U.S.C. § 1961(4) (the “OneFlight Enterprise”). In the alternative, each of BAJit, OneFlight Jets, and BALCC is itself an enterprise within the meaning of 18 U.S.C. § 1961(4).

79. The OneFlight Enterprise had a common purpose — marketing and selling private aviation memberships and prepaid flight programs under the “OneFlight International” name and collecting and using the deposits paid for them. Its members were bound by relationships of common ownership and control by Rajput, shared offices, employees, corporate counsel, registered agent, website, and trade name, and the division among them of OneFlight’s customer obligations, aircraft, and trademarks, as alleged above. The OneFlight Enterprise has existed since at least 2013, a period sufficient to permit it to pursue its purpose, and it functioned as a continuing unit. The OneFlight Enterprise is separate and distinct from Rajput, Dismuke, and Gaines.

80. The OneFlight Enterprise was engaged in, and its activities affected, interstate and foreign commerce. Among other things, it marketed its memberships nationally through television, internet, and email advertising and international sports sponsorships; solicited and accepted deposits from customers residing in many States, including Colorado, California, and Connecticut; and arranged interstate and international charter flights.

81. Rajput, Dismuke, and Gaines were each employed by or associated with the OneFlight Enterprise, and each conducted or participated, directly or indirectly, in the conduct of the OneFlight Enterprise's affairs. Rajput, as the founder, owner, and Chief Executive Officer of each OneFlight entity, directed OneFlight's finances, its marketing and sponsorship spending, its public statements, and the use and movement of customer deposits among the OneFlight entities and to himself. Dismuke, as Executive Vice President of Sales, directed OneFlight's sales force, including Gaines; set, approved, and enforced the terms and deadlines of the time-limited deposit offers; personally pressed customers, including Plaintiffs, to commit within those deadlines; and executed the agreements, including each of Plaintiffs', by which customer deposits were obtained. Gaines, acting under the direction of Dismuke and Rajput, carried out the scheme by soliciting customers, including Plaintiffs, presenting and enforcing the time-limited offers, invoking the threat that Dismuke would pull the deals, and transmitting the agreements by which the deposits were obtained.

82. Rajput, Dismuke, and Gaines conducted and participated in the affairs of the OneFlight Enterprise through a "pattern of racketeering activity" within the meaning of 18 U.S.C. §§ 1961(1) and (5), consisting of multiple acts of wire fraud in violation of 18 U.S.C. § 1343.

83. Rajput, Dismuke, and Gaines devised and knowingly participated in a scheme to defraud OneFlight's customers, and to obtain their money by means of materially false and

fraudulent pretenses, representations, promises, and omissions, as described above: soliciting ever-larger non-refundable deposits through manufactured, same-day “limited” offers while representing, expressly and through OneFlight’s marketing, that OneFlight was a financially sound, ethically and legally operated business that would provide the flights paid for, and while concealing that OneFlight was insolvent or nearly so, was unable to pay its charter operators, and was using new customers’ deposits to fund its operations, its sponsorships, and its obligations to earlier customers.

84. For the purpose of executing that scheme, Rajput, Dismuke, and Gaines transmitted and caused to be transmitted, by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds, including, without limitation, the following:

- a) Between approximately March 8 and March 10, 2026, telephone calls, text messages, and emails from Gaines and Dismuke to Mr. Dwyer soliciting the purchase of the JetCard, including Gaines’ representations concerning the ethical and legal operation of OneFlight and Gaines’ and Dismuke’s demands for an immediate decision;
- b) On March 10, 2026, the DocuSign email transmission from Gaines (tonyagaines@oneflight.net) to Mr. Dwyer of the JetCard Agreement, executed by Dismuke, requiring a non-refundable payment of \$187,500 by 3:00 p.m. that day, and its retransmission later that morning;
- c) On March 10, 2026, the international wire transfer of \$187,500 from Plaintiffs’ account at UBS in Switzerland to OneFlight in Colorado, which Defendants caused by their solicitation;
- d) On May 22 and May 27, 2026, the DocuSign email transmissions from Gaines to Mr. Dwyer of the Diamond Club Agreement and its addendum, executed by Dismuke, requiring a non-refundable deposit of \$250,000 by 3:00 p.m. on May 28, 2026, in exchange for the promised Hawaii Gulfstream flight;
- e) Between approximately May 26 and May 28, 2026, telephone calls, text messages, and emails from Gaines and Dismuke to Mr. Dwyer soliciting the Diamond Club deposit and demanding an immediate decision;

- f) On May 28, 2026, the interstate wire transfer of \$250,000 from Plaintiffs' Charles Schwab account, processed through Charles Schwab's out-of-state banking infrastructure, to OneFlight in Colorado;
- g) Between approximately June 1 and June 3, 2026, telephone calls, text messages, and emails from Gaines to Mr. Dwyer soliciting the June 2026 "40% off" deposit;
- h) On June 3, 2026, the DocuSign email transmission from Gaines to Mr. Dwyer of the Discount Addendum, executed by Dismuke, requiring a non-refundable payment of \$200,000 by 3:00 p.m. that day, and its retransmission;
- i) On June 3, 2026, the international wire transfer of \$200,000 from Plaintiffs' account at UBS in Switzerland to OneFlight in Colorado;
- j) In September 2026, within two weeks of OneFlight's suspension of operations, emails and telephone calls from Gaines to Mr. Dwyer soliciting a further deposit of at least \$100,000;
- k) Throughout 2025 and 2026, OneFlight's emails to Plaintiffs and other customers promoting its McLaren Formula 1 sponsorship, and its nationally broadcast television commercials featuring celebrity endorsers, including John Elway and Robert Herjavec, all designed to project a false image of OneFlight's financial strength;
- l) Rajput's statements in a published interview, disseminated over the internet, that OneFlight was "on track for a significant increase in revenues in 2026";
- m) Upon information and belief, the wire transfers by which OneFlight obtained deposits from customers residing outside Colorado, including deposits from a California customer of \$280,000 on or about May 20, 2025, \$100,000 on or about June 10, 2025, \$250,000 on or about November 26, 2025, and \$150,000 on or about June 4, 2026, and from a Connecticut customer of \$265,000 on or about November 26–28, 2025 and \$200,000 in July 2026, each solicited through the same scheme; and
- n) Other interstate wire communications to and from OneFlight's customers, charter operators, and financial institutions in furtherance of the scheme, the particulars of which are within Defendants' exclusive possession and will be established in discovery.

85. Each of the foregoing transmissions traveled in interstate or foreign commerce. Plaintiffs' \$187,500 and \$200,000 deposits were wired to OneFlight in Colorado from Plaintiffs' account at UBS, a banking institution of UBS Group AG located in Switzerland, and therefore

crossed international borders. Plaintiffs' \$250,000 deposit was wired from Plaintiffs' account at Charles Schwab, whose banking affiliate, Charles Schwab Bank, is headquartered in Westlake, Texas, and which, upon information and belief, processes its customers' electronic funds transfers through centralized banking and routing infrastructure located in Reno, Nevada and Phoenix, Arizona, such that the transfer necessarily left Colorado. Upon information and belief, OneFlight's DocuSign transmissions and emails to Mr. Dwyer were likewise routed through servers located outside Colorado, and the wire transfers of OneFlight's other customers' funds were processed through interstate banking systems.

86. Rajput and Dismuke acted with the specific intent to defraud. They knew of OneFlight's deteriorating financial condition and its inability to pay its charter operators, and they continued to solicit and accept customer deposits, including Plaintiffs', under deadlines designed to deprive customers of the opportunity to investigate. Gaines likewise acted with the intent to defraud: she knew that the "limited" promotions she presented as about to be withdrawn remained available to other customers, she used the threat that Dismuke would pull the deals to cut off Mr. Dwyer's due diligence, and, upon information and belief, she knew of or recklessly disregarded OneFlight's financial condition when she assured Mr. Dwyer that OneFlight was being operated ethically and legally and when she continued soliciting deposits in the final weeks before OneFlight's collapse.

87. The predicate acts are related: they share the same purpose (obtaining customer deposits through misrepresentations of OneFlight's financial health and legitimacy and through false urgency), the same participants (Rajput, Dismuke, Gaines, and the OneFlight sales force acting under them), the same victims (OneFlight's customers), and the same methods of commission. The predicate acts are continuous: they extended over a substantial period from at

least May 2025 through September 2026, were directed at numerous victims in multiple States, ended only when OneFlight collapsed, and were OneFlight's regular way of doing business, posing a threat of continued racketeering activity.

88. Plaintiffs were injured in their business or property by reason of Rajput's, Dismuke's, and Gaines' violations of 18 U.S.C. § 1962(c). Plaintiffs' deposits of \$637,500 were obtained directly through the predicate acts described above, and Plaintiffs have lost not less than \$607,750 as a direct and proximate result.

89. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover threefold the damages they sustained, together with the cost of suit, including reasonable attorneys' fees.

**SECOND CLAIM FOR RELIEF
(Conspiracy to Violate RICO, 18 U.S.C. § 1962(d))
(Against All Defendants)**

90. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

91. Defendants, and each of them, knowingly agreed and conspired with each other, and with others including OneFlight's other sales agents, to violate 18 U.S.C. § 1962(c) — that is, to conduct and participate, directly or indirectly, in the conduct of the affairs of the OneFlight Enterprise through the pattern of racketeering activity described above — in violation of 18 U.S.C. § 1962(d).

92. Each Defendant knew the general nature of the conspiracy and that it extended beyond his, her, or its individual role. Each Defendant agreed that a conspirator would commit at least two acts of racketeering activity in the conduct of the OneFlight Enterprise's affairs, and each Defendant agreed to facilitate the scheme. BAJit contracted with customers, received their deposits, and held the corporate Gulfstream aircraft used to entice them; BALCC held and licensed

the “OneFlight” brand and trademarks under which the deposits were solicited; OneFlight Jets held itself out as “OneFlight International” and served as the business’s charter broker; Rajput directed the scheme and the use of the funds it generated; Dismuke directed the sales force, pressed customers to commit, and executed the agreements through which the funds were obtained; and Gaines solicited customers, enforced the false deadlines, and transmitted the agreements.

93. In furtherance of the conspiracy, Defendants and their co-conspirators committed the overt acts and predicate acts described above.

94. Plaintiffs were injured in their business or property by reason of the predicate acts committed in furtherance of the conspiracy, in an amount to be proven at trial, but not less than \$607,750, and are entitled under 18 U.S.C. § 1964(c) to recover threefold their damages, together with the cost of suit, including reasonable attorneys’ fees.

THIRD CLAIM FOR RELIEF
(Violation of the Colorado Organized Crime Control Act, Colo. Rev. Stat. §§ 18-17-104(3),
(4) and 18-17-106(7))
(Against All Defendants)

95. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

96. The OneFlight Enterprise, and each of BAJit, OneFlight Jets, and BALCC, is an “enterprise” within the meaning of Colo. Rev. Stat. § 18-17-103(2).

97. Defendants engaged in “racketeering activity” within the meaning of Colo. Rev. Stat. § 18-17-103(5), including acts chargeable as wire fraud under 18 U.S.C. § 1343, which is included in 18 U.S.C. § 1961(1), and acts chargeable as theft under Colo. Rev. Stat. § 18-4-401, as described above.

98. Those acts constitute a “pattern of racketeering activity” within the meaning of Colo. Rev. Stat. § 18-17-103(3), because Defendants engaged in at least two acts of racketeering

activity that are related to the conduct of the enterprise, the last of which occurred within ten years after a prior act of racketeering activity.

99. Rajput, Dismuke, and Gaines, each being employed by or associated with the OneFlight Enterprise, knowingly conducted and participated, directly or indirectly, in the enterprise through the pattern of racketeering activity described above, in violation of Colo. Rev. Stat. § 18-17-104(3).

100. Defendants, and each of them, knowingly conspired to engage in the conduct described above, in violation of Colo. Rev. Stat. § 18-17-104(4).

101. Plaintiffs were injured by reason of Defendants' violations of Colo. Rev. Stat. § 18-17-104 in an amount to be proven at trial, but not less than \$607,750.

102. Pursuant to Colo. Rev. Stat. § 18-17-106(7), Plaintiffs are entitled to recover three times their actual damages, together with their attorneys' fees in the trial and appellate courts and costs of investigation and litigation reasonably incurred.

**FOURTH CLAIM FOR RELIEF
(Fraud / Fraudulent Inducement — Ponzi Scheme)
(Against All Defendants)**

103. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

104. Defendants, acting in concert, made false representations of material fact to Plaintiffs and others on repeated occasions between at least 2025 and September 2026, including, but not limited to, the following:

- a) representations, through OneFlight's marketing materials, public statements, and direct communications with Plaintiffs, that OneFlight was a financially stable, thriving enterprise with \$232 million in revenue in 2025 and projected significant revenue growth in 2026, when in reality OneFlight was hemorrhaging cash, its expenses exceeded its revenues, it was diverting, dissipating, and exhausting its customers' prepaid accounts to

fund its own operations, it could not pay its partner air carriers, and it was approaching insolvency;

- b) representations that members' prepaid deposits were safe and would be held for their benefit and applied toward future flights at guaranteed locked rates, when in reality OneFlight was commingling customer deposits into a general operating account and using those funds to finance its own business operations, extravagant marketing campaigns, and celebrity sponsorships, or for Defendants' own personal benefit;
- c) representations that OneFlight met the fiscal-responsibility standards of its ARGUS and Wyvern designations;
- d) representations that OneFlight's time-limited offers were available only to a limited number of customers, and that Plaintiffs needed to act immediately to secure them before Dismuke pulled the deals; and
- e) the representations made to Mr. Dwyer between March and June 2026, as described in Section F above, including Gaines' representation, in response to Mr. Dwyer's due-diligence inquiries, that OneFlight had a long operating history, that neither Rajput nor OneFlight had engaged in any nefarious conduct since OneFlight's founding, and that OneFlight was being operated in an ethical and legal manner; that each of the offers made to Plaintiffs was a limited promotion that would be withdrawn if Mr. Dwyer did not act immediately; and that OneFlight would provide the flights, discounts, and Hawaii Gulfstream flight for which Plaintiffs paid.

105. These representations were false when made. In truth, and as Defendants knew or recklessly disregarded, OneFlight was operating, at least by early 2026, in a manner consistent with a Ponzi scheme, in which funds obtained from new customer deposits — including Plaintiffs' — were used to service and conceal OneFlight's inability to meet its pre-existing obligations to earlier customers and to vendors, rather than being reserved to fund Plaintiffs' own prepaid flight hours.

106. Defendants continued to solicit and accept substantial deposits from Plaintiffs and other members while knowing, or recklessly disregarding, that OneFlight lacked the financial capacity to honor its commitments and was on the verge of suspending operations.

107. Defendants made these false representations with the intent that Plaintiffs and other existing or prospective customers rely on them and be induced to enroll in OneFlight's membership programs, to make, and continue making, ever-larger deposits with OneFlight, and to refrain from withdrawing their existing deposits or seeking refunds.

108. Plaintiffs reasonably and justifiably relied on Defendants' representations. Mr. Dwyer made specific due-diligence inquiries into OneFlight's solvency and the integrity of its management before committing any funds, and Defendants answered those inquiries with affirmative assurances and with demands that he decide before the deals were pulled. In reliance, Plaintiffs deposited significant funds with OneFlight with the understanding that such funds would be protected, preserved, and reserved for use on future air travel.

109. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs have suffered damages in an amount to be proven at trial, but not less than \$607,750.

110. Defendants' conduct was willful, wanton, malicious, fraudulent, and in reckless disregard of Plaintiffs' rights, entitling Plaintiffs to an award of exemplary damages pursuant to Colo. Rev. Stat. § 13-21-102.

**FIFTH CLAIM FOR RELIEF
(Fraudulent Concealment)
(Against All Defendants)**

111. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

112. Defendants had a duty to disclose OneFlight's true financial condition, the condition of its management, and the use of customers' funds on account, to Plaintiffs because Defendants had superior knowledge of material facts not accessible to Plaintiffs, because Mr. Dwyer specifically inquired about those matters, and because Defendants' representations

regarding OneFlight's solvency, stability, and legitimacy were misleading absent disclosure of OneFlight's actual, deteriorating condition.

113. Defendants intentionally concealed and suppressed material facts regarding OneFlight's financial condition, including its rising costs relative to its fixed prepaid-flight-hour obligations, its commingling and use of customer deposits for operations, marketing, and sponsorships, its inability to pay its partner air carriers, its use of new deposits to fund existing obligations, and, in September 2026, the detention of its chief financial officer, with the intent to induce Plaintiffs and others to continue making deposits.

114. OneFlight's escalating marketing and sponsorship expenditures in 2026, including its increased PGA TOUR and McLaren Formula 1 sponsorship commitments made while OneFlight was struggling to pay vendors, were affirmative acts of concealment designed to create a false impression of OneFlight's financial health.

115. Plaintiffs were unaware of the concealed facts and would not have made their deposits, or would not have made them in the amounts they did, had those facts been disclosed.

116. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs have suffered damages in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF
(Negligent Misrepresentation — Pled in the Alternative)
(Against All Defendants)

117. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

118. In the course of their business, and in transactions in which they had a pecuniary interest, Defendants supplied false information to Plaintiffs regarding OneFlight's financial condition, the integrity of its operations, and its ability to perform its obligations.

119. Defendants failed to exercise reasonable care or competence in obtaining or communicating this information to Plaintiffs.

120. Plaintiffs justifiably relied on Defendants' misrepresentations to their financial detriment.

121. As a direct and proximate result, Plaintiffs have suffered damages in an amount to be proven at trial.

**SEVENTH CLAIM FOR RELIEF
(Civil Conspiracy)
(Against All Defendants)**

122. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

123. Rajput, Dismuke, and Gaines, acting on behalf of themselves and of BAJit, OneFlight Jets, and BALCC, and for their personal benefit, had a meeting of the minds and agreed, expressly or tacitly, to pursue a common course of conduct of soliciting and accepting deposits from new and existing customers, including Plaintiffs, through false urgency and false assurances while concealing OneFlight's true financial condition, using new deposits to fund pre-existing obligations, and moving customer funds among the OneFlight entities and to Rajput.

124. Each Defendant committed one or more overt, unlawful acts in furtherance of this common scheme, including the specific misrepresentations and concealment described above, for the personal benefit of each Defendant.

125. As a direct and proximate result of this conspiracy, Plaintiffs have suffered damages in an amount to be proven at trial, for which each Defendant is jointly and severally liable.

EIGHTH CLAIM FOR RELIEF
(Breach of Contract)
(Against BAJit, and Against OneFlight Jets and BALCC as Its Alter Egos)

126. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

127. Mr. Dwyer and BAJit entered into the JetCard Agreement and the Diamond Club Agreement, and both Plaintiffs and BAJit entered into the Discount Addendum. Mrs. Dwyer is a joint holder of the member account to which all of the Agreements relate and is an intended beneficiary of each of them. The Agreements are valid and enforceable agreements governing the provision of prepaid flight services and customer deposits, including BAJit's obligations to arrange charter flight services on Plaintiffs' behalf and to maintain Plaintiffs' prepaid deposits for application towards future flights.

128. Plaintiffs fully performed their obligations under the Agreements, including the payment of membership fees and prepaid flight deposits, and other charges required under the Agreements.

129. BAJit materially breached the Agreements by, among other things:

- a) suspending all flights and operations and failing to provide the charter flight services for which Plaintiffs had contracted and prepaid, including the October 2026 Hawaii Gulfstream flight;
- b) failing to maintain Plaintiffs' prepaid account balance for their benefit as contemplated by the Agreements;
- c) failing to provide charter flights up to Plaintiffs' available funds balance;
- d) failing to maintain sufficient aircraft to provide reservations to Plaintiffs;
- e) failing to provide adequate assurances of its ability and willingness to perform its obligations under the Agreements, and that the contracted services would be provided;
- f) failing to make Plaintiffs' prepaid funds available as required by the Agreements;

- g) failing to refund Plaintiffs' prepaid funds on deposit; and
- h) anticipatorily repudiating its obligations under the Agreements through its public announcement suspending all flight operations indefinitely and unequivocally communicating its intent not to perform its future contractual obligations to Plaintiffs.

130. Because BAJit, OneFlight Jets, and BALCC operated as a single business under Rajput's ownership and control, held themselves out under the same "OneFlight International" name, and were used to separate OneFlight's customer obligations from its assets, as alleged above, OneFlight Jets and BALCC are the alter egos of BAJit and are jointly and severally liable for BAJit's breaches.

131. As a direct and proximate result of BAJit's breaches, Plaintiffs have suffered damages in an amount to be proven at trial, but not less than \$607,750.

**NINTH CLAIM FOR RELIEF
(Civil Theft, Colo. Rev. Stat. § 18-4-405)
(Against All Defendants)**

132. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

133. Defendants, and each of them, committed theft, as defined by Colo. Rev. Stat. § 18-4-401, by knowingly obtaining control over Plaintiffs' funds by deception, and/or knowingly obtaining, retaining, or exercising control over Plaintiffs' funds without authorization, with the intent to permanently deprive Plaintiffs of the use or benefit of those funds.

134. Defendants' theft was committed knowingly, willfully, and with the specific intent to permanently deprive Plaintiffs of their property.

135. Plaintiffs are entitled to recover, pursuant to Colo. Rev. Stat. § 18-4-405, three times the amount of their actual damages, together with costs of the action and reasonable attorneys' fees.

TENTH CLAIM FOR RELIEF
(Conversion)
(Against BAJit, OneFlight Jets, BALCC, and Rajput)

136. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

137. Plaintiffs have a right to possess and control the funds they deposited with OneFlight, which were intended to be held for their benefit and applied towards future charter flight services.

138. Defendants, without authorization and in derogation of Plaintiffs' rights, wrongfully exercised dominion and control over Plaintiffs' funds by commingling them into OneFlight's general operating accounts, by misappropriating those funds to finance OneFlight's business operations, extravagant marketing campaigns, and celebrity sponsorships, by transferring them among the OneFlight entities and to Rajput, and by refusing to return those funds upon demand.

139. Defendants' conversion was willful, wanton, and undertaken in conscious disregard of Plaintiffs' property rights.

140. As a direct and proximate result of Defendants' conversion, Plaintiffs have suffered damages in an amount to be proven at trial.

ELEVENTH CLAIM FOR RELIEF
(Unjust Enrichment — Pled in the Alternative to the Eighth Claim for Relief)
(Against BAJit)

141. Plaintiffs incorporate by reference each of the preceding paragraphs, except those alleging the existence of an express contract, as though fully set forth herein.

142. Plaintiffs conferred substantial monetary benefits on BAJit, including prepaid deposits for flights and membership fees.

143. BAJit knowingly and voluntarily accepted, retained, and used those benefits.

144. Under the circumstances, it would be unconscionable and unjust for BAJit to retain those benefits without providing the promised services or refunding the prepaid funds.

145. BAJit has been unjustly enriched at Plaintiffs' expense, and Plaintiffs are entitled to restitution in an amount to be proven at trial.

**TWELFTH CLAIM FOR RELIEF
(Unjust Enrichment)
(Against OneFlight Jets and BALCC)**

146. Plaintiffs incorporate by reference each of the preceding paragraphs, except those alleging the existence of an express contract, as though fully set forth herein.

147. OneFlight Jets and BALCC are not parties to the Agreements.

148. Upon information and belief, Plaintiffs' prepaid deposits were transferred to, used by, or otherwise conferred a benefit on OneFlight Jets and BALCC, including by funding the acquisition, operation, and marketing of the aircraft, trademarks, and brand that each holds and by paying their expenses.

149. OneFlight Jets and BALCC knowingly accepted, retained, and used those benefits.

150. OneFlight Jets and BALCC engaged in improper, deceitful, and misleading conduct, including by doing business under the same "OneFlight International" name as BAJit, holding themselves out to Plaintiffs and the public as part of a single OneFlight business, and accepting the benefit of customer deposits that OneFlight solicited while concealing that it could not perform.

151. Under these circumstances, it would be unjust for OneFlight Jets and BALCC to retain those benefits without compensating Plaintiffs.

152. OneFlight Jets and BALCC have been unjustly enriched at Plaintiffs' expense, and Plaintiffs are entitled to restitution in an amount to be proven at trial.

**THIRTEENTH CLAIM FOR RELIEF
(Unjust Enrichment)
(Against Rajput, Dismuke, and Gaines)**

153. Plaintiffs incorporate by reference each of the preceding paragraphs, except those alleging the existence of an express contract, as though fully set forth herein.

154. Rajput, Dismuke, and Gaines are not parties to the Agreements.

155. Plaintiffs conferred substantial monetary benefits on OneFlight, including prepaid deposits for flights, which were subsequently used to pay Rajput's, Dismuke's, and Gaines' salaries, bonuses, commissions, and other compensation, and to fund OneFlight's business operations under Rajput's direction and control. Additionally, upon information and belief, Rajput transferred some or all of Plaintiffs' prepaid deposits to himself, his family members, or other entities he owns or controls for his personal benefit.

156. Rajput, Dismuke, and Gaines knowingly and voluntarily accepted, retained, and used those benefits derived from Plaintiffs' deposits, either directly through compensation or diversion of the deposits or indirectly through the continued operation of OneFlight, under circumstances in which they knew, or should have known, that OneFlight would be unable to provide the corresponding flight time.

157. Under the circumstances, it would be unconscionable and unjust for Rajput, Dismuke, and Gaines to retain those benefits derived from Plaintiffs' deposits without compensating Plaintiffs.

158. Rajput, Dismuke, and Gaines have been unjustly enriched at Plaintiffs' expense, and Plaintiffs are entitled to restitution in an amount to be proven at trial.

FOURTEENTH CLAIM FOR RELIEF
(Violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, et seq.)
(Against All Defendants)

159. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

160. Defendants acted in concert and engaged in unfair or deceptive trade practices in violation of Colo. Rev. Stat. § 6-1-105, including, but not limited to:

- a) knowingly making false representations as to the characteristics, uses, and benefits of OneFlight's jet-club membership and prepaid flight-hour services, and representing that customers' deposits conferred rights and security they did not confer, in violation of Colo. Rev. Stat. § 6-1-105(1)(e);
- b) representing that OneFlight's services were of a particular standard, quality, or grade when they were of another, in violation of Colo. Rev. Stat. § 6-1-105(1)(g);
- c) advertising services with intent not to sell them as advertised, in violation of Colo. Rev. Stat. § 6-1-105(1)(i);
- d) employing bait-and-switch tactics by soliciting and accepting substantial customer deposits with no intention or ability to provide the promised services, because Defendants were using, diverting, or dissipating customer funds that were supposed to be reserved for customers' flight travel, in violation of Colo. Rev. Stat. § 6-1-105(1)(j); and
- e) failing to disclose material information concerning OneFlight's financial condition, the security of customer deposits, and OneFlight's ability to perform its contractual obligations, which information was known to Defendants at the time of the transactions, with the intent to induce Plaintiffs and other consumers to enter into those transactions, in violation of Colo. Rev. Stat. § 6-1-105(1)(u).

161. These practices occurred in the course of OneFlight's business as a federally regulated charter broker and in the course of the Individual Defendants' business as OneFlight's officers and sales agent.

162. Defendants' practices significantly impacted the public as actual or potential consumers of OneFlight's services because, upon information and belief, Defendants marketed

and sold the same prepaid flight-hour products using the same or similar representations and sales tactics to numerous other customers in addition to Plaintiffs, and those practices led to OneFlight's failure to refund customer monies on account, the suspension of OneFlight's operations, and the cancellation of numerous scheduled and prepaid flights. Upon information and belief, customer deposits estimated at approximately \$150 million were affected by OneFlight's shutdown.

163. Plaintiffs suffered injury in fact to a legally protected interest.

164. Defendants' bad faith, fraudulent, willful, knowing, and intentional conduct directly and proximately caused Plaintiffs' injury.

165. Plaintiffs are entitled to actual damages, treble damages as permitted under Colo. Rev. Stat. § 6-1-113, and reasonable attorneys' fees and costs.

FIFTEENTH CLAIM FOR RELIEF
(Accounting)
(Against BAJit, OneFlight Jets, and BALCC)

166. Plaintiffs incorporate by reference each of the preceding paragraphs as though fully set forth herein.

167. OneFlight possesses records exclusively within its control concerning:

- a) account balances;
- b) deposits;
- c) flight credits;
- d) deductions;
- e) withdrawals;
- f) transfers among BAJit, OneFlight Jets, BALCC, Rajput, and any other person or entity;
- g) charges;
- h) the disposition of customer funds; and

i) charges related to upcoming itineraries.

168. Plaintiffs lack access to such information, including because OneFlight's BAJit application and portal are no longer accessible to them.

169. An accounting is necessary to determine the amount owed to Plaintiffs and the disposition of their funds.

170. OneFlight owes a duty to Plaintiffs to account for Plaintiffs' funds in its possession.

171. Plaintiffs have no adequate remedy at law to obtain this relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Daniel P. Dwyer and Sherrie M. Dwyer respectfully request that this Court enter judgment in their favor and against Defendants OneFlight International, Inc., d/b/a BAJit; OneFlight Jets, Inc., d/b/a OneFlight International, Inc.; BALCC Holdings, LLC, d/b/a OneFlight International, Inc.; Ferren Rajput; Mark Dismuke; and Tonya Gaines, jointly and severally where applicable, as follows:

- A. Awarding Plaintiffs compensatory damages in an amount to be proven at trial, but not less than \$607,750;
- B. Awarding Plaintiffs exemplary damages as permitted by law;
- C. Awarding Plaintiffs treble damages pursuant to 18 U.S.C. § 1964(c) (RICO), Colo. Rev. Stat. § 18-17-106(7) (Colorado Organized Crime Control Act), Colo. Rev. Stat. § 18-4-405 (civil theft), and/or Colo. Rev. Stat. § 6-1-113 (Colorado Consumer Protection Act);
- D. Awarding Plaintiffs restitution and disgorgement of all prepaid funds under their claims for unjust enrichment, to the extent pled in the alternative;
- E. Ordering a full accounting relating to Plaintiffs' funds;
- F. Granting temporary, preliminary, and permanent injunctive relief enjoining Defendants from further using, diverting, or dissipating Plaintiffs' funds and the proceeds thereof;

- G. Entering an order disregarding the separate corporate forms of BAJit, OneFlight Jets, and BALCC, and holding Rajput, OneFlight Jets, and BALCC jointly and severally liable for any judgment entered against BAJit;
- H. Awarding Plaintiffs pre-judgment and post-judgment interest as permitted by law;
- I. Awarding Plaintiffs their reasonable attorneys' fees and costs incurred in bringing this action, to the extent permitted by law or contract, including pursuant to 18 U.S.C. § 1964(c) and Colo. Rev. Stat. §§ 6-1-113, 18-4-405, and 18-17-106(7); and
- J. Granting such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: October 16, 2026.

Respectfully submitted,

SUSAN J. COFANO

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