

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. _____

GREGORY DEAL, an individual,

Plaintiff,

v.

ONEFLIGHT INTERNATIONAL, INC., a
Colorado corporation; FERREN RAJPUT,
an individual; MARK DISMUKE, an individual; and
WAQAS NAWAZ, an individual,

Defendants.

PLAINTIFF’S COMPLAINT AND JURY DEMAND

Plaintiff Gregory Deal (“Mr. Deal”), by and through his undersigned counsel, for his Complaint against Defendants ONEFlight International, Inc. (“OFI”), Ferren Rajput (“Mr. Rajput”), Mark Dismuke (“Mr. Dismuke”) and Waqas Nawaz (“Mr. Nawaz”) (OFI, Mr. Rajput, Mr. Dismuke and Mr. Nawaz are collectively referred to as “Defendants”), hereby alleges:

NATURE OF THE ACTION

1. This action arises from a scheme by which OFI, a self-described charter broker, and its sales personnel induced Mr. Deal to wire a total of \$815,000.00 to OFI between October 2024 and May 2026 as prepayment for private charter flights that OFI has not provided and, on information and belief, knew it could not provide.

2. Throughout that period, OFI’s Senior Director of Sales, Defendant Nawaz, repeatedly solicited Mr. Deal with claimed scarce and valuable CEO-approved “100% cash match” offers, representing that each was a one-time exception available to a single member on a first-

come basis, that it had to be signed and funded the same day, and that Mr. Deal's funds would "never expire."

3. On information and belief, those offers were neither scarce nor exceptional. They were recurring, high-pressure inducements that OFI, under the direction and control of its founder and Chief Executive Officer, Defendant Rajput, used to accelerate the inflow of new customer cash needed to cover OFI's obligations to earlier customers, its vendors, and an extravagant marketing and sponsorship campaign, at a time when OFI was unable to pay the direct air carriers that operated its customers' flights.

4. On or about September 16, 2026, OFI abruptly and without prior notice suspended all flight activity, leaving Mr. Deal and his wife literally stranded, packed and waiting to be picked up for a flight from Minnesota to Florida, when their scheduled OFI jet never arrived. OFI never provided a substitute flight or credited or returned the amount charged for the no-show flight.

5. Mr. Deal brings this action to recover his funds and the damages caused by Defendants' breach of contract, unjust enrichment, fraud, violations of the Colorado Consumer Protection Act, conversion, and civil theft.

PARTIES

6. Plaintiff Gregory Deal is an individual residing in Florida and is a citizen of the State of Florida.

7. Defendant ONEFlight International, Inc. is a Colorado corporation with its principal place of business at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Accordingly, OFI is a citizen of the State of Colorado. OFI holds itself out as an "Indirect Air Carrier, commonly referred to as a Charter Broker," that arranges flights with direct air carriers

operating under 14 C.F.R. Part 135, and it markets and books those flights through an online platform and mobile application known as BAJit.

8. Defendant Ferren Rajput is the founder and the Chief Executive Officer of OFI. Mr. Rajput is domiciled and is a resident of Colorado. At all relevant times, Mr. Rajput directed and controlled OFI's operations, finances, promotional offerings, and statements to its customers and the public.

9. Defendant Waqas Nawaz is, and at all relevant times was, a sales executive of OFI, identified in OFI's records as its Director of Sales and later as its Senior Director of Sales, working from OFI's offices in Englewood, Colorado. Mr. Nawaz is domiciled and is a resident of Colorado. Mr. Nawaz was Mr. Deal's principal point of contact at OFI and originated and transmitted each of the agreements described below.

10. Defendant Mark Dismuke was at all relevant times the Executive Vice President of Sales at OFI working from the company's offices in Englewood Colorado. Mr. Dismuke is domiciled and is a resident of Colorado. Mr. Dismuke signed off on the OFI agreements presented to Mr. Deal as otherwise described herein, supervised and oversaw Mr. Nawaz's activities and called Mr. Deal to solicit a further investment in an OFI flight promotion scheme.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between Mr. Deal, a citizen of Florida, and Defendant ONEFlight International, Inc., a citizen of Colorado, Defendant Ferren Rajput, a citizen of Colorado, Defendant Waqas Nawaz, a citizen of Colorado, and Defendant Mark Dismuke, a citizen of Colorado, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

12. This Court has personal jurisdiction over Defendants because OFI is a Colorado corporation with its principal place of business in Colorado, and Mr. Rajput, Mr. Nawaz, and Mr. Dismuke reside and/or conduct business in Colorado, and Mr. Deal's claims arise from agreements, solicitations, and conduct that Defendants directed from Colorado.

13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2) because all Defendants reside in this District and a substantial part of the events and omissions giving rise to Mr. Deal's claims occurred in this District, including the solicitations, the preparation and transmission of the agreements, and the receipt of Mr. Deal's funds.

14. Each of the agreements between Mr. Deal and OFI provides that it is governed and construed in accordance with the laws of the State of Colorado.

FACTUAL ALLEGATIONS

A. OFI's Prepaid Membership Programs

15. OFI marketed and sold prepaid "JetCard" and club membership programs under which customers deposited funds with OFI in advance, to be debited as payment for future charter flights at fixed hourly rates set forth in a schedule.

16. Under its membership agreements, OFI agreed to "provide charter flights up to but not exceeding the available Member funds balance," and 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."

17. OFI's agreements and its standard e-mail communications represent that "[f]lights booked with OFI or on BAJit.com are subject to the Charter Broker rules contained in 14 CFR Part 295." Those rules require air charter brokers to make prompt refunds of all monies paid for charter air transportation when such transportation cannot be performed. See 14 C.F.R. § 295.26.

B. The October 2024 JetCard Agreement and \$250,000.00 Deposit

18. Effective October 15, 2024, Mr. Deal and OFI entered into a ONEflight JetCard Membership (2.0) (Colorado) agreement (the “2024 JetCard Agreement”). A true and correct copy of the 2024 JetCard Agreement is attached as **Exhibit A** and fully incorporated herein.

19. Under the 2024 JetCard Agreement, Mr. Deal made an initial deposit of \$250,000 “as pre-payment for flights up to but not exceeding the available Member balance,” and OFI agreed “to provide flights up to but not exceeding the available Member balance in the aircraft booked and at the occupied hourly rates stated in Schedule A.” *See* Exhibit A § 10.

20. As “additional consideration,” the 2024 JetCard Agreement induced and provided that if Mr. Deal submitted a payment of \$250,000 before 3:00 p.m. Mountain Time on October 17, 2024, he would “receive a \$100,000 nonrefundable flight/cash account credit.”

21. Defendant Nawaz originated and transmitted the 2024 JetCard Agreement to Mr. Deal for electronic signature on October 15, 2024. Mr. Deal executed the JetCard Agreement on October 16, 2024, and paid \$250,000.00 to OFI. Defendant Dismuke executed the JetCard Agreement on behalf of OFI and Mr. Deal thereafter paid OFI \$250,000.

C. The January 2025 BAJCard Agreement and \$115,000.00 Deposit

22. Effective January 31, 2025, Mr. Deal and OFI entered into a ONEflight BAJCard Agreement (Colorado – 2025) (the “BAJCard Agreement”), under which Mr. Deal selected the Silver BAJCard tier, carrying 25 annual hours and annual Club Dues of \$15,000. A true and correct copy of the BAJCard Agreement is attached as **Exhibit B** and fully incorporated herein.

23. An addendum to the BAJCard Agreement provided that if Mr. Deal executed it and made a non-refundable deposit of \$115,000 on or before 2:00 p.m. Mountain Time on January 31, 2025, OFI would upgrade him to a BAJCard membership, transfer the funds in his existing JetCard

account to the new BAJCard account, apply \$100,000 to the new account, and provide a nonrefundable \$20,000 flight/cash account credit.

24. Defendant Nawaz originated and transmitted the BAJCard Agreement to Mr. Deal who executed the agreement at 11:44 a.m. Mountain Time on January 31, 2025, and paid the solicited \$115,000 to OFI. Defendant Dismuke executed the BAJCard Agreement on behalf of OFI.

D. May 2025 10-Hour JetCard and \$100,000.00 Deposit

25. Effective May 27, 2025, Mr. Deal and OFI entered into a ONEflight 10 Hour JetCard Membership agreement (the “10-Hour JetCard Agreement”). As additional consideration, OFI induced Mr. Deal to submit another \$100,000 payment to his BAJCard Silver flight/cash account on or before 3:00 p.m. Mountain Time on May 27, 2025, to receive a complimentary 10-hour mid-size JetCard. A true and correct copy of the 10-Hour JetCard Agreement is attached as **Exhibit C** and fully incorporated herein.

26. Defendant Mr. Nawaz originated and transmitted the 10-Hour JetCard Agreement which Mr. Deal executed on May 27, 2025, and paid \$100,000 to OFI. Defendant Dismuke executed the 10-Hour JetCard Agreement on behalf of OFI.

E. The December 2025 “One Member-Only Exception” and \$100,000.00 Deposit

27. At 5:56 p.m. on December 16, 2025, Defendant Mr. Nawaz e-mailed Mr. Deal under the subject line “Quick heads up — one member-only exception.” Mr. Nawaz wrote that “my CEO approved one exception that I can extend to one existing member,” described the offer as a “\$100,000 deposit” yielding “\$200,000 to fly with 100% cash match,” and represented that the “[f]unds never expire, so it adds to your current funds.” A true and correct copy of the email

correspondence between Mr. Deal and Mr. Nawaz is attached as **Exhibit D** and fully incorporated herein.

28. Mr. Nawaz further represented that “this same 100% match previously required a \$250,000 deposit,” and that “[t]his is truly one available, first come, and once it’s claimed I won’t be able to replicate it.”

29. When Mr. Deal asked whether the offer was a “100% bonus,” Mr. Nawaz replied at 9:42 p.m. that evening: “That’s exactly what it is. Did you want to secure it? I have a member that hasn’t signed yet and I must get it signed tonight.”

30. On the morning of December 17, 2025, Mr. Nawaz wrote that he would send an addendum in which “I would need it signed ASAP and also funded,” and asked whether Mr. Deal would pay by wire that day or by American Express subject to a 2.5% fee. Mr. Nawaz then transmitted OFI’s wiring instructions.

31. Mr. Nawaz transmitted a one-page addendum providing that if Mr. Deal executed it “upon receipt” and made a non-refundable deposit of \$100,000 to his BAJCard flight account before 12:00 p.m. Mountain Time on December 17, 2025, OFI would provide “a \$100,000 non-refundable flight credit.” Mr. Deal executed the addendum at 12:17 p.m. Mountain Time on December 17, 2025, and caused his financial institution to wire \$100,000.00 to OFI. Defendant Dismuke executed the Addendum dated December 17, 2025, on behalf of OFI, a true and correct copy of which is attached as **Exhibit E** and fully incorporated herein.

F. The Recurring 2026 “Last Chance” Solicitations

32. On March 10, 2026, Mr. Nawaz e-mailed Mr. Deal under the subject line “CEO Just Released 4 of These – 2 Gone in 15 Minutes,” representing that “[o]ur CEO just released 4 special allocations company-wide, and 2 of them were already secured within the first 15 minutes.”

Mr. Nawaz described the offer as “our Black Friday offering, and honestly the best offering I’ve ever seen hands down”: a \$250,000 deposit yielding \$500,000 in flight funds plus ten complimentary hours on a corporate Gulfstream jet card “(approximately \$180K in value on its own),” with funds that “never expire.” A true and correct copy of Mr. Deal and Defendant Nawaz’s March 2026 Correspondence is attached as **Exhibit F** and fully incorporated herein.

33. On March 11, 2026, after Mr. Deal declined the solicitation, Mr. Nawaz told him that the Black Friday offering was “now all sold,” that “[t]his would be the last time we are offering there,” proposing a \$200,000 deposit “at 100% cash match” plus five complimentary Gulfstream hours, stating, “I won’t have it again Greg.” Mr. Deal again declined.

34. On March 17, 2026, Mr. Nawaz told Mr. Deal that the executive team had informed him that “those types of programs are coming to an end as we shift more toward experience-based offerings this year,” and offered a “92% match” of which “[o]ur CEO released 10 of these this morning, and we’re already down to 6 remaining.”

35. Two days later, on March 19, 2026, Mr. Nawaz wrote that he had gone to his Vice President, who upon information and belief was Defendant Dismuke, who “finally approved one, and you can grab up to 500K to be matched at 100%,” adding, “I would need to get this signed and allocated for today.”

36. On March 25, 2026, Mr. Nawaz again solicited Mr. Deal, representing that “each director was given one to give away,” that “I got 1 member to offer this deal to,” and that he “had Mark call you as well,” and offering a \$250,000 deposit yielding “\$500K to fly with and a complimentary 10-hour heavy jet card.” Upon information and belief “Mark” was Defendant Dismuke who then solicited Mr. Deal directly in which he declined the offer.

37. Mr. Nawaz's representations within a fifteen-day period, that the 100% match was being offered for "the last time," that such programs were "coming to an end," and that only a handful of CEO or executive-approved allocations existed, were contradicted by his own successive offers of the same or richer terms. On information and belief, the claimed scarcity, finality, and executive approval contained in the offers were false and were made to create a false urgency and induce immediate deposits to cover a deteriorating financial situation.

G. The May 2026 Diamond Club Agreement and \$250,000.00 Deposit

38. Effective May 5, 2026, in reliance on OFI representations, Mr. Deal entered into a ONEflight Diamond Club Agreement (Colorado – 2026) (the "Diamond Club Agreement"). An addendum to the Diamond Club Agreement provided that if Mr. Deal executed it that day and made an initial non-refundable deposit of \$250,000 on or before 3:00 p.m. Mountain Time on May 6, 2026, OFI would convert his BAJCard account to a Diamond Club membership, transfer his funds from Account No. 2410-205614 to the new account, and provide "a \$250,000 non-refundable flight credit." Defendant Dismuke executed the Diamond Club Agreement on behalf of OFI, a true and correct copy of which is attached as **Exhibit G** and fully incorporated herein.

39. In total, Mr. Deal paid OFI \$815,000: \$250,000 in October 2024; \$115,000 in January 2025; \$100,000 in May 2025; \$100,000 in December 2025; and \$250,000 in May 2026 in reliance upon and based upon Defendants' representations (collectively, the "Deposits"). Each Deposit was paid for the specific purpose of funding future charter flights to be arranged by OFI in addition to flight time credits promised by OFI in return for cash advancements.

H. OFI's Failure to Provide Mr. Deal's Scheduled September 16, 2026 Flight

40. Mr. Deal reserved a flight through OFI from Flying Cloud Airport in Eden Prairie, Minnesota, to Naples Municipal Airport in Naples, Florida, scheduled to depart on September 16,

2026.

41. Mr. Deal's account with OFI was in good standing, with a substantial balance of no less than \$635,000.00, when he reserved the flight described below.

42. The day prior to the scheduled departure Mr. Deal was in contact with OFI/BAJit Concierge Coordinator Lauren Krause ("Krause") to arrange, *inter alia*, catering, for the flight. Krause proceeded to coordinate the trip with Mr. Deal and gave no indication or warning of the company's dire financial condition.

43. On the scheduled date of departure, the aircraft never arrived at the designated departure location. OFI provided no advance notice whatsoever of the cancellation, including from Krause.

44. OFI made no attempt to contact Mr. Deal, to provide any explanation, to arrange for replacement aircraft as required by Section 18 of the Diamond Club Agreement, or otherwise to address the situation.

45. OFI's failure to provide the flight was not the result of a mechanical failure or a Force Majeure event as defined in Section 44 of the Diamond Club Agreement. Rather, on information and belief, OFI's complete failure to perform was the direct result of OFI's unwillingness or inability to fulfill its contractual obligations, due to OFI's own corporate malfeasance or insolvency.

46. As a result, Mr. Deal and his wife were stranded upon learning that the OFI aircraft would never arrive and had to scramble to arrange alternative travel to Florida at their own expense and considerable inconvenience.

47. To date, OFI has provided no follow-up, explanation, or remedial action of any kind to Mr. Deal. Nor has OFI communicated with Mr. Deal regarding any purported "moratorium" on

flights, of which Mr. Deal learned only through other sources.

I. OFI's Concealed Insolvency and Collapse

48. While soliciting the Deposits, OFI deliberately projected a false image of financial strength. According to public reports, OFI reported \$232 million in total revenues for 2025, and Mr. Rajput stated in a published interview that OFI was on track for a significant increase in revenues in 2026. OFI also undertook costly sponsorships to create the illusion of financial success, including as the official private aviation partner of the McLaren Formula 1 team and as title sponsor of the PGA TOUR's ONEflight Myrtle Beach Classic, branding that appeared in Mr. Nawaz's own e-mail signature.

49. On information and belief, OFI did not hold its customers' prepaid deposits as promised in a segregated or escrow account, but instead absorbed them into its general operating funds, and used new customer deposits to satisfy obligations owed to earlier customers and vendors and to fund its marketing and sponsorship campaign. On information and belief, a charter broker that was preserving customer deposits to pay third-party operators for future flights could not sustainably issue flight credits for every dollar deposited, as OFI repeatedly offered to Mr. Deal.

50. On information and belief, by no later than the December 2025 and May 2026 Deposits, OFI was experiencing serious financial distress, including difficulty paying the direct air carriers that operated its customers' flights. Mr. Rajput and Mr. Nawaz knew or recklessly disregarded such circumstances or otherwise disclose OFI's financial condition to Mr. Deal.

51. On information and belief, in August 2026 OFI attempted to impose a 35% "economic surcharge" on existing customers' flight reservations before rescinding it following customer backlash.

52. On or about September 16, 2026, OFI announced on its website that, “[e]ffective 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.” On information and belief, OFI has since terminated its personnel, and public reports estimate that more than \$150 million in customer deposits are at risk.

53. OFI has not resumed operations, has not provided the flights for which Mr. Deal’s Deposits were paid, and has not returned Mr. Deal’s funds. OFI continues to hold and retain the unused balance of Mr. Deal’s Deposits and the promised flight credits OFI issued to him, in an amount to be proven at trial.

54. On information and belief, Mr. Rajput personally approved, directed, or authorized the “CEO-approved” promotional offers that Mr. Nawaz conveyed to Mr. Deal, and directed OFI’s practice of soliciting and absorbing new customer deposits while concealing OFI’s inability to perform.

FIRST CLAIM FOR RELIEF
(Breach of Contract- Against OFI)

55. Mr. Deal incorporates by reference all preceding paragraphs as though fully set forth herein.

56. The 2024 JetCard Agreement, the BAJCard Agreement, the 10-Hour JetCard Agreement, the December 17, 2025 addendum, and the Diamond Club Agreement, together with their addenda (collectively, the “Agreements”), are valid and enforceable contracts between Mr. Deal and OFI.

57. Mr. Deal fully performed his obligations under the Agreements, including by paying each of the Deposits in full and on time.

58. OFI materially breached the Agreements by, among other things, (a) ceasing to provide charter flights up to Mr. Deal's available funds balance; (b) failing to provide aircraft and maintain sufficient aircraft to provide reservations for Mr. Deal; (c) failing to honor the flight credits, guaranteed aircraft availability, and non-expiring funds it promised; and (d) failing to refund Mr. Deal's prepaid funds after it ceased to perform.

59. OFI's suspension of all flight activity constitutes a repudiation of the Agreements and a total failure of the consideration for which Mr. Deal paid the Deposits.

60. As a direct and proximate result of OFI's breaches, Mr. Deal has suffered damages in an amount to be proven at trial, but not less than the unused balance of his Deposits and the value of the flight credits OFI promised, together with pre- and post-judgment interest.

SECOND CLAIM FOR RELIEF
(Unjust Enrichment- Against OFI)

61. Mr. Deal incorporates by reference all preceding paragraphs as though fully set forth herein.

62. This claim is pleaded in the alternative to Mr. Deal's claim for breach of contract, to the extent any of the Agreements is found to be unenforceable, void, or inapplicable.

63. Mr. Deal conferred a benefit on OFI in the form of the \$815,000 in Deposits.

64. OFI appreciated, accepted, and retained that benefit, and on information and belief used it to fund its operations, satisfy obligations to other customers and vendors, and finance its marketing and sponsorships, rather than to provide the flights for which the Deposits were paid.

65. OFI obtained the Deposits through the misrepresentations and omissions described above and has ceased providing any services in exchange for them. Under these circumstances, it would be unjust for OFI to retain the benefit of the Deposits without compensating Mr. Deal.

66. Mr. Deal is entitled to restitution in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(Fraud – Against All Defendants)

67. Mr. Deal incorporates by reference all preceding paragraphs as though fully set forth herein.

68. Defendant Mr. Nawaz made false representations of material fact to Mr. Deal, including that (a) each promotional offer was a scarce, one-time exception approved by OFI's CEO or senior executives and available to only one or a few members; (b) Mr. Deal's deposits would be matched with flight credit and that his funds would "never expire"; (c) OFI guaranteed aircraft availability and would provide flights up to Mr. Deal's funds balance; and (d) the offers had to be signed and funded the same day or would be lost.

69. Defendant Nawaz also concealed material facts that he had a duty to disclose, including OFI's deteriorating financial condition, its inability to pay the direct air carriers that operated its customers' flights, and its use of new customer deposits to fund existing obligations. Defendants had a duty to disclose those facts because they made partial and misleading statements about the value and permanence of Mr. Deal's funds and because they possessed superior knowledge of OFI's condition that was not reasonably available to Mr. Deal.

70. Mr. Nawaz made the representations described above in writing. Mr. Nawaz was acting with apparent authority from OFI and as OFI's agent at the time those representations were made.

71. OFI and Defendants knew or had reason to know, that the representations were false, or made them with reckless disregard for their truth, and made them with the intent that Mr. Deal rely on them by depositing funds with OFI.

72. Mr. Deal justifiably relied on Defendants' Mr. Nawaz's direct or indirect representations and omissions in making the Deposits, including the \$100,000 Deposit on

December 17, 2025 and the \$250,000 Deposit on May 6, 2026, and would not have made those Deposits had he known the truth.

73. As a direct and proximate result of Defendants' fraud, Mr. Deal has suffered damages in an amount to be proven at trial.

74. OFI's and Mr. Nawaz's conduct was attended by circumstances of fraud, malice, and willful and wanton conduct. Mr. Deal reserves the right to seek leave to amend this Complaint to request exemplary damages pursuant to C.R.S. § 13-21-102 upon establishing prima facie proof of a triable issue.

FOURTH CLAIM FOR RELIEF
(Colorado Consumer Protection Act Violations, Including C.R.S. §§ 6-1-101 through 6-1-115 – Against All Defendants)

75. Mr. Deal incorporates by reference all preceding paragraphs as though fully set forth herein.

76. Mr. Deal is a consumer and an actual purchaser of Defendants' services, and Defendants are "persons" within the meaning of the Colorado Consumer Protection Act ("CCPA"), C.R.S. § 6-1-102.

77. In the course of their business, Defendants knowingly or recklessly engaged in deceptive trade practices within the meaning of C.R.S. § 6-1-105, including by (a) making false representations as to the characteristics, benefits, and permanence of OFI's memberships, flight credits, and deposited funds; (b) making false or misleading statements of fact concerning the reasons for, existence of, and amounts of purported price reductions and "cash match" promotions, including their scarcity and executive approval; (c) advertising services with intent not to provide them as advertised; and (d) failing to disclose material information concerning OFI's financial condition and ability to perform, with the intent to induce Mr. Deal to make the Deposits.

78. Defendants' deceptive trade practices significantly impact the public as actual or potential consumers of Defendants' services. Defendants marketed OFI's programs to the public through national advertising, celebrity endorsements, sports sponsorships, mass e-mail promotions, and a public booking platform, and, on information and belief, used the same practices to solicit deposits from hundreds of customers, with more than \$150 million in customer deposits now reported to be at risk.

79. As a direct and proximate result of Defendants' deceptive trade practices, Mr. Deal suffered injury to a legally protected interest, including the loss of the Deposits.

80. Defendants acted in bad faith. Mr. Deal is entitled to recover his actual damages or treble damages, together with his reasonable attorney fees and costs, pursuant to C.R.S. § 6-1-113.

FIFTH CLAIM FOR RELIEF
(Conversion- Against OFI and Mr. Rajput)

81. Mr. Deal incorporates by reference all preceding paragraphs as though fully set forth herein.

82. Mr. Deal deposited specific and identifiable funds with OFI for the specific purpose of prepaying future charter flights, and he retained an ownership interest in, and a right to possession of, those funds to the extent they were not applied to flights actually provided.

83. OFI and Mr. Rajput, without authorization, exercised dominion and control over Mr. Deal's funds inconsistent with his rights, including by, on information and belief, diverting them to OFI's general operations, to obligations owed to others, and to marketing and sponsorship expenditures, and by retaining them after OFI ceased to provide services.

84. On information and belief, Mr. Rajput personally directed and participated in the diversion and retention of customer deposits, including Mr. Deal's funds.

85. As a direct and proximate result, Mr. Deal has suffered damages in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF
(Civil Theft, C.R.S. § 18-4-405 – Against OFI and Mr. Rajput)

86. Mr. Deal incorporates by reference all preceding paragraphs as though fully set forth herein.

87. Mr. Deal's Deposits are things of value belonging to Mr. Deal within the meaning of C.R.S. §§ 18-4-401 and 18-4-405.

88. OFI and Mr. Rajput knowingly obtained, retained, and exercised control over Mr. Deal's funds by deception, including the misrepresentations and omissions described above, and without authorization, by using those funds for purposes other than the flights for which they were deposited and by retaining them after OFI ceased operations.

89. OFI and Mr. Rajput acted with the intent to permanently deprive Mr. Deal of the use and benefit of his funds, and knowingly used, concealed, or abandoned those funds in such a manner as to permanently deprive him of their use and benefit.

90. Pursuant to C.R.S. § 18-4-405, Mr. Deal is entitled to recover three times the amount of his actual damages, together with the costs of this action and his reasonable attorney fees

JURY DEMAND

Mr. Deal demands a trial by jury on all issues so tribal pursuit pursuant to Federal Rule of Civil Procedure 38.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Gregory Deal respectfully requests that the Court enter judgment in his favor and against Defendants, and award the following relief:

- (a) Compensatory damages in an amount to be proven at trial, but not less than the unused balance of Mr. Deal's \$815,000 in Deposits and the value of the flight credits OFI promised him;
- (b) Restitution and disgorgement of all amounts by which OFI has been unjustly enriched;
- (c) Exemplary damages as proved at trial;
- (d) Treble damages and reasonable attorney fees and costs pursuant to C.R.S. § 6-1-113;
- (e) Pre-judgment and post-judgment interest at the maximum rate permitted by law;
- (f) The costs of this action; and
- (g) Such other and further relief as the Court deems just and proper.

Date: October 13, 2026

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