

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

Civil Action No. _____

VICTOR FUCHS, a Nevada resident;
LANA FUCHS, a Nevada resident; and
HELIX ENTERPRISES, INC., a Nevada corporation,

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;
FERREN RAJPUT, a Colorado resident; and
MARK DISMUKE, a Colorado resident,

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiffs Victor Fuchs (“Fuchs”), Lana Fuchs (“Lana Fuchs”), and Helix Enterprises, Inc. (“Helix”) (Fuchs, Lana Fuchs, and Helix, collectively, “Plaintiffs”), 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”); and Mark Dismuke (“Dismuke”) (OneFlight, Rajput, and Dismuke, collectively, “Defendants”):

NATURE OF THE ACTION

1. This is an action 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 — designed to project an image of solvency and prosperity to induce further deposits by its customers, all while OneFlight's actual financial condition was deteriorating.

3. Between March and September 2026, Defendants, directly and through OneFlight sales agents acting under Dismuke's supervision, solicited Plaintiffs with a series of high-pressure, time-limited offers of additional flight hours, discounts, and upgrades, most of which expired the same day they were made, and repeatedly assured Fuchs that customers' funds were protected, that OneFlight's financial condition was "excellent," and that Plaintiffs' money was safe — at the same time Defendants knew that rising operating costs and mounting prepaid-flight-hour obligations were rendering OneFlight increasingly insolvent.

4. In reliance on Defendants' representations, Plaintiffs paid OneFlight \$1,444,250 in approximately six months: nine wire transfers totaling \$1,419,250 between March 10 and

September 14, 2026, and five credit card charges totaling \$25,000. Defendants accepted \$295,000 of that sum in the final week before OneFlight shut down — \$95,000 on September 11, 2026, and \$200,000 on September 14, 2026, two days before OneFlight notified Plaintiffs that it was suspending all flight activity.

5. On or about September 15–16, 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 Rajput, liable for the obligations owed to Plaintiffs.

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 Victor Fuchs is, and at all relevant times was, a citizen and resident of the State of Nevada, residing in Las Vegas, Nevada.

9. Plaintiff Lana Fuchs is, and at all relevant times was, a citizen and resident of the State of Nevada, residing in Las Vegas, Nevada. Lana Fuchs is Fuchs' spouse and is a named "Member" under several of the Agreements described below.

10. Plaintiff Helix Enterprises, Inc. is a corporation organized under the laws of the State of Nevada with its principal place of business located at 3078 East Sunset Road, Suite 9, Las Vegas, Nevada 89120. Fuchs is the President of Helix. OneFlight's JetCard membership agreements identify the "Member" as "Lana Fuchs & Victor Fuchs on behalf of Helix Enterprises," and Helix sent each of the wire transfers by which Plaintiffs paid OneFlight.

11. 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.

12. 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.

13. 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, a citizen of Colorado, 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.

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

15. 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.

16. 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 and for soliciting and closing, personally and together with Defendant Rajput, large customer deposits, 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, and each is personally liable for that conduct regardless of his 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. § 1332(a)(1) because there is complete diversity of citizenship between Plaintiffs and each Defendant, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Fuchs and Lana Fuchs are each citizens of Nevada, and Helix is a citizen of Nevada, the State in which it is incorporated and has its principal place of business. BAJit and OneFlight Jets are each citizens of Colorado, the State in which each is incorporated and has its principal place of business. BALCC is a citizen of Colorado because, upon information and belief, its sole member, Rajput, is a citizen of Colorado. Rajput and Dismuke are each citizens of Colorado. No Defendant is a citizen of Nevada.

19. 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 and Dismuke 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.

20. 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 in the State of Colorado, 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, including OneFlight's solicitation of Plaintiffs' deposits from its offices in Englewood, Colorado, its execution of the agreements at issue, and its receipt and use of Plaintiffs' funds.

FACTUAL ALLEGATIONS

A. OneFlight's Business and Prepaid Membership Programs

21. OneFlight marketed and sold private jet membership and prepaid flight-hour programs — including “JetCard” memberships for specified categories of aircraft, “BAJCard” memberships, and “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.

22. Under OneFlight's JetCard membership agreements, members paid in advance for a block of “Billable Flight Hours” on a specified category of aircraft, and OneFlight 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 issued annual hours.”

23. Under OneFlight's Diamond Club agreement, members made a “non-refundable initial funds deposit ... into Member's account as pre-payment for charter flights,” and OneFlight “agree[d] to provide charter flights up to but not exceeding the available Member funds balance.” For as long as a member maintained the account in good standing, the member was entitled to reserve flights “at the fixed hourly rates protected from rate fluctuations.”

24. OneFlight's membership agreements further represent and acknowledge that flights booked through OneFlight are subject to the charter broker rules of 14 CFR Part 295. The JetCard agreements provide that “Flights booked with OFI or on BAJit.com are subject to the Charter Broker rules contained in 14 CFR Part 295,” and the Diamond Club agreement provides 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. Upon information and belief, 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, INC.” 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, 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

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 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 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

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/>.

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/>.

OneFlight's reported 2025 revenue was accurate, then Defendants' subsequent representations to Plaintiffs and other customers regarding OneFlight's solvency and financial 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 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 to match a customer's cash deposit, in whole or in substantial part, with "free" flight credits, bonus flight hours, or complimentary flights, but only if the customer paid within a matter of days or hours. 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 issue such bonus credits in exchange for new deposits.

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. Upon information and belief, 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. OneFlight solicited and accepted substantial customer deposits through such offers until days before it suspended operations — including, as alleged below, \$300,000 from Plaintiffs on September 11 and September 14, 2026 — 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. Plaintiffs became OneFlight customers in March 2026. OneFlight’s Senior Director of Sales, Olu Abosede (“Abosede”), and Vice President of Sales, Dimitri Yakobovich (“Yakobovich”), each acting under the supervision of Dismuke, were Fuchs’ principal points of contact at OneFlight. Abosede, Yakobovich, and Dismuke communicated with Fuchs by telephone, text message, and email, and solicited Plaintiffs’ deposits. Dismuke participated personally, together with Abosede, in several of OneFlight’s sales solicitations to Fuchs, speaking

with Fuchs by telephone and employing aggressive, high-pressure sales tactics to close the deals. Yakobovich sold Plaintiffs their Sapphire and Diamond Club memberships and arranged certain of Plaintiffs' flights. Abosede transmitted each of the written Agreements described below to Fuchs through DocuSign, and Dismuke executed each of them on OneFlight's behalf as its Executive Vice President of Sales.

1. The Pre-Deposit Assurance That Customer Funds Were Protected (March 2026)

47. In or about March 2026, Fuchs asked Abosede by telephone whether there were any concerns about money deposited with OneFlight and whether customers' funds were protected. In the course of his inquiries, Fuchs asked whether OneFlight was financially sound, whether it was solvent, whether it was able to honor its prepaid flight obligations, and whether it was experiencing financial problems.

48. Abosede responded that the safety of Plaintiffs' deposits was "not a problem," and that OneFlight had been a successful business for 16 years. Abosede disclosed nothing about any financial or operational difficulty at OneFlight. Plaintiffs thereafter made each of the deposits described below.

49. Abosede's assurance was false and misleading when made. As alleged above, by March 2026 OneFlight's costs were rising against fixed prepaid-flight-hour obligations, OneFlight was not reserving customer deposits for the flights for which they were paid, and OneFlight was using new deposits to fund its operations and its obligations to earlier customers. Customer funds deposited with OneFlight were not protected in any respect.

2. The March 2026 JetCard Agreements (\$323,000)

50. At 2:20 p.m. Mountain Time on March 9, 2026, Abosede sent Fuchs, through DocuSign, a "ONEflight 25 Hour JetCard Membership – Super Mid Jet (Colorado)" agreement

(the “Super Mid JetCard Agreement”), executed on OneFlight’s behalf by Dismuke, under which the “Member” was identified as “Lana Fuchs & Victor Fuchs on behalf of Helix Enterprises.” The Super Mid JetCard Agreement offered 25 hours of Super Mid Jet flight time at a “discounted price of \$210,000,” but only “if Member executes this agreement and makes a non-refundable payment of \$210,000 for JetCard Membership before 4:00PM MST March 9th, 2026” — approximately 100 minutes after OneFlight sent it. A copy of the Super Mid JetCard Agreement is attached as **Exhibit A**.

51. In reliance on Defendants’ representations, Plaintiffs executed the Super Mid JetCard Agreement and, on March 10, 2026, wired \$213,000 to OneFlight, consisting of the \$210,000 JetCard price and a \$3,000 premium for a last-minute flight to Aspen, Colorado.

52. On March 26, 2026, OneFlight sent Plaintiffs, through DocuSign, a “ONEflight 20 Hour JetCard Membership – Light Jet (Colorado)” agreement (the “Light JetCard Agreement”), executed on OneFlight’s behalf by Dismuke, again identifying the “Member” as “Lana Fuchs & Victor Fuchs on behalf of Helix Enterprises.” The Light JetCard Agreement offered 20 hours of Light Jet flight time at a “discounted price of \$110,000” if Plaintiffs made a “non-refundable deposit of \$110,000 ... before 3:00PM March 27th, 2026.” In reliance on Defendants’ representations, Plaintiffs executed the Light JetCard Agreement and wired \$110,000 to OneFlight on March 26, 2026. A copy of the Light JetCard Agreement is attached as **Exhibit B**.

3. The April–August 2026 “Additional Consideration” Addenda

53. Over the following five months, OneFlight solicited a series of additional deposits through one-page “Addendum 1 – Additional Consideration” documents, each executed by Dismuke, each sent by Abosede through DocuSign, and each conditioned on Plaintiffs signing “upon receipt” and paying within hours or, at most, a day:

- a) On April 22, 2026, OneFlight offered an additional 25 Super Mid JetCard hours in exchange for an immediate non-refundable deposit to “reload Member’s Super Mid JetCard by 3:00PM MST, April 23rd, 2026.” Fuchs signed the addendum within approximately one hour of receiving it, and on April 24, 2026, Plaintiffs wired \$150,000 to OneFlight in connection with that addendum. A copy of the April 2026 addendum is attached as **Exhibit C**.
- b) On June 25, 2026, OneFlight offered an additional 25 Super Mid JetCard hours “for \$150,000 + \$11,250 for FET” if Plaintiffs made “a non-refundable deposit via American Express of \$5,000 to secure limited offer, and a final non-refundable deposit of \$156,250 ... before 2:00PM MST June 25th, 2026” — the same day. That morning, Abosede emailed Plaintiffs’ staff new wire instructions, stating that the instructions “may have changed,” and asked for the wire confirmation “that way my finance team can track your funds until they safely arrive on our end.” Plaintiffs paid \$5,000 by credit card and wired \$156,250 to OneFlight that day. A copy of the June 2026 addendum is attached as **Exhibit D**.
- c) On the evening of July 13, 2026, OneFlight offered Fuchs and Lana Fuchs a “50% discount on flights” if they executed the addendum “upon receipt, today July 13th, 2026,” made “a \$5,000 non-refundable deposit on Member’s credit card to secure limited offer,” and made “a final non-refundable payment of \$195,000 to Member’s BAJ25 flight account before 12:00PM MST July 14th, 2026.” The addendum represented that Plaintiffs’ \$200,000 deposit would be “added to his current ‘flight account’ balance of \$230,916.39” and that “[t]he current \$200,000 flight credit on account never expires.” Plaintiffs paid \$5,000 by credit card and wired \$195,000 to OneFlight on July 14, 2026. A copy of the July 2026 addendum is attached as **Exhibit E**.
- d) On August 12, 2026, OneFlight offered an additional 15 Light JetCard hours if Plaintiffs made “a non-refundable deposit of \$5,000 on American Express to secure limited offer” and “a final payment of \$95,000 to Member’s account before 12:00PM MST August 12th, 2026” — again the same day. Plaintiffs paid \$5,000 by credit card and wired \$95,000 to OneFlight that day. A copy of the August 2026 addendum is attached as **Exhibit F**.

54. OneFlight also solicited further deposits from Plaintiffs on the same terms. On June 13, 2026, OneFlight charged a \$5,000 deposit to Fuchs’ credit card to secure a further limited offer, and on June 16, 2026, Plaintiffs wired \$205,000 to OneFlight in connection with that offer. On July 2, 2026, OneFlight charged another \$5,000 deposit to Fuchs’ credit card to secure a limited

offer. The agreements and other documents relating to these transactions are in OneFlight's exclusive possession and are not accessible to Plaintiffs.

4. The September 2026 Diamond Club Agreement — Two Days Before the Shutdown

55. On September 11, 2026 — the day after the trade press reported that OneFlight was addressing “financial and operations issues,” and five days before OneFlight suspended operations — Plaintiffs, at Abosede's solicitation, wired a further \$95,000 to OneFlight. Abosede did not disclose OneFlight's financial condition or its imminent shutdown. The documents relating to that deposit are in OneFlight's exclusive possession and are not accessible to Plaintiffs.

56. Following Yakobovich's telephone solicitations, at 11:28 a.m. Mountain Time on September 14, 2026, Abosede sent Fuchs, through DocuSign and with a copy to Dismuke, a “ONEflight Diamond Club Agreement (Colorado – 2026)” and accompanying “Addendum 1 – Additional Consideration” (together, the “Diamond Club Agreement”), executed on OneFlight's behalf by Dismuke, under which the “Member” was identified as “Victor and Lana Fuchs.” The addendum provided that, if Plaintiffs executed the agreement “upon receipt today to secure limited offer” and made “a final payment of \$200,000 to Member's flight account by 2:00PM MST, today, September 14th, 2026,” OneFlight would upgrade Plaintiffs' Sapphire JetCard to a Diamond JetCard and would provide a complimentary same-day round-trip flight for two passengers departing Las Vegas (KLAS) for Heber City, Utah (KHCR) at 7:00 a.m. the next morning, September 15, 2026. A copy of the Diamond Club Agreement is attached as **Exhibit G**.

57. In reliance on Defendants' representations, Fuchs executed the Diamond Club Agreement nineteen minutes after receiving it, and Plaintiffs wired \$200,000 to OneFlight that same day.

58. The wiring instructions that OneFlight attached to the Diamond Club Agreement directed Plaintiffs' funds to a new account at SouthState Bank, N.A., in Winter Haven, Florida. Every earlier set of wiring instructions OneFlight had given Plaintiffs, from March through July 2026, directed their funds to an account at Column N.A. (Brex) in San Francisco, California, ending in 4236. OneFlight directed Plaintiffs' August 12, 2026 wire to a second account, ending in 6323, and their September 11 and September 14, 2026 wires to the SouthState Bank account, ending in 1432. Upon information and belief, in the weeks before its collapse OneFlight moved the accounts into which it received customer deposits, and the identity of the holders of those accounts and the disposition of the funds deposited into them are matters exclusively within Defendants' knowledge.

59. OneFlight operated the complimentary Las Vegas–Heber City round trip, which Yakobovich arranged, on September 15, 2026. The next day, two days after it accepted Plaintiffs' \$200,000 Diamond Club deposit, OneFlight suspended all flight operations. Upon information and belief, OneFlight provided the complimentary flight to maintain the appearance that it was operating normally and to forestall any attempt by Plaintiffs to recover their deposit before the shutdown.

60. The Super Mid JetCard Agreement, the Light JetCard Agreement, the addenda attached as Exhibits C through F, and the Diamond Club Agreement are referred to collectively as the "Agreements."

5. Plaintiffs' Total Payments

61. In total, between March 10 and September 14, 2026, Plaintiffs paid OneFlight \$1,444,250, consisting of the following wire transfers, totaling \$1,419,250, and five \$5,000 credit card charges, totaling \$25,000:

- a) \$213,000 on March 10, 2026;
- b) \$110,000 on March 26, 2026;
- c) \$150,000 on April 24, 2026;
- d) \$205,000 on June 16, 2026;
- e) \$156,250 on June 25, 2026;
- f) \$195,000 on July 14, 2026;
- g) \$95,000 on August 12, 2026;
- h) \$95,000 on September 11, 2026; and
- i) \$200,000 on September 14, 2026.

6. Manufactured Urgency

62. Each of OneFlight’s offers to Plaintiffs was presented as a “limited offer” that required Plaintiffs to sign “upon receipt” and pay within hours. Abosede and Yakobovich told Fuchs that the deals would expire within 48 hours if not accepted, and represented that particular offers were special deals approved by OneFlight’s senior management. As the written deadlines show, many of the offers in fact expired the same day they were made.

63. Upon information and belief, OneFlight imposed these deadlines, and offered additional hours, discounts, upgrades, and complimentary flights in exchange for immediate deposits, to accelerate the inflow of new customer cash that it needed to fund its existing obligations and to deprive customers, including Plaintiffs, of the opportunity to investigate OneFlight’s financial condition.

7. Continued Assurances of Financial Strength (June–September 2026)

64. Between June and September 2026, while soliciting further deposits from Plaintiffs, Abosede and Yakobovich told Fuchs that OneFlight’s financial condition was “excellent,” that

Plaintiffs' money was safe, and that OneFlight was thriving, growing, and financially strong, and pressured Fuchs to act immediately.

65. In reliance on those representations, between June 13 and September 14, 2026, Plaintiffs paid OneFlight an additional \$971,250 — \$946,250 by wire transfer and \$25,000 by credit card.

66. Those representations were false when made. Throughout that period, OneFlight was, upon information and belief, unable to pay the charter operators that flew its customers, was using new deposits to fund existing obligations, and was approaching insolvency. In August 2026, OneFlight attempted to impose a sudden 35% “economic surcharge” on its existing customers before reversing that surcharge in the face of customer backlash.

8. Solicitations Through the Final Days

67. Defendants continued to solicit Plaintiffs for additional money until the very end. Within the two weeks before OneFlight suspended operations, OneFlight solicited Fuchs to deposit additional funds to become a member of OneFlight's Diamond Club, with flights available in Europe, culminating in the September 14, 2026 Diamond Club Agreement described above. Yakobovich made those Diamond Club solicitations to Fuchs by telephone, and Abosede solicited Plaintiffs' September 11, 2026 deposit. OneFlight did not disclose its financial condition, its inability to pay its charter operators, or its imminent shutdown.

68. By September 10, 2026, on information and belief and as reported in the private aviation trade press, OneFlight had acknowledged in an internal email that it was “actively addressing ... financial and operations issues.”³ Defendants did not disclose those issues to Plaintiffs. Instead, OneFlight accepted Plaintiffs' \$95,000 wire on September 11, 2026 and

³See supra note 2.

Plaintiffs' \$200,000 wire on September 14, 2026 — two days before it notified Plaintiffs that it was suspending all flight activity.

69. Upon information and belief, when Defendants solicited and accepted Plaintiffs' September 11 and September 14, 2026 deposits, Defendants knew that OneFlight would not provide the flights for which those deposits were purportedly paid, and Defendants solicited those deposits to bring in new cash to fund OneFlight's existing obligations and to forestall the exposure of its insolvency.

70. 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 known that there was any risk that OneFlight would be unable to honor their prepaid balance.

G. OneFlight's Collapse (September 2026)

71. On or about September 15–16, 2026, without prior notice or explanation, OneFlight suspended its operations. Fuchs 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

72. 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.

73. 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.

74. At the time OneFlight suspended its operations, OneFlight's records reflected an unused prepaid cash balance in Plaintiffs' account of \$1,000,000, together with approximately 250 unused flight hours credited to Plaintiffs' JetCard accounts, which OneFlight sold at rates averaging between approximately \$4,900 and \$10,000 per hour. OneFlight provided Plaintiffs with only one account statement, dated May 28, 2026. Plaintiffs' account records are otherwise maintained in OneFlight's BAJit application and online portal, which are no longer accessible to Plaintiffs, and the agreements and other documents relating to certain of Plaintiffs' deposits are in OneFlight's exclusive possession.

75. OneFlight has not refunded any of Plaintiffs' prepaid funds. Plaintiffs hereby demand a refund of all of their prepaid funds, and this Complaint constitutes a complete refund request within the meaning of 14 C.F.R. § 295.26. 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.

76. 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, 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.

77. 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.

78. 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 \$1,000,000, representing their unused prepaid cash balance, together with the lost value of approximately 250 unused JetCard flight hours — which, at OneFlight’s rates averaging between approximately \$4,900 and \$10,000 per hour, is not less than approximately \$1,225,000 — and of the Diamond JetCard upgrade and other benefits for which they paid.

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

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

80. 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 Fuchs, that OneFlight was a financially stable, thriving, and growing enterprise, 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 customers’ prepaid deposits were protected and 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’s time-limited offers were “limited offer[s]” that would expire within hours, were special deals approved by senior management, and required Plaintiffs to act immediately to secure them; and
- d) the representations made to Fuchs between March and September 2026, as described in Section F above, including that there was no concern about the safety of money deposited with OneFlight and that customers’ funds were protected; that OneFlight had been a successful business for 16 years; that OneFlight’s financial condition was excellent, Plaintiffs’ money was safe, and OneFlight was thriving, growing, and financially strong; and that OneFlight would provide the flights, flight hours, discounts, and upgrades for which Plaintiffs paid.

81. 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.

82. 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, including Plaintiffs’ deposits of \$95,000 on September 11, 2026 and \$200,000 on September 14, 2026.

83. 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.

84. Plaintiffs reasonably and justifiably relied on Defendants' representations and deposited significant funds with OneFlight with the understanding that such funds would be protected, preserved, and reserved for use on future air travel.

85. 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 \$1,000,000.

86. 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.

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

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

88. Defendants had a duty to disclose OneFlight's true financial condition, and the use of customers' funds on account, to Plaintiffs because Defendants had superior knowledge of material facts not accessible to Plaintiffs, because Fuchs specifically asked whether customers' funds were protected and whether OneFlight was financially sound, and because Defendants' repeated representations regarding OneFlight's solvency and stability were misleading absent disclosure of OneFlight's actual, deteriorating financial condition.

89. 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 financial and operations issues that OneFlight had begun to acknowledge publicly and its imminent suspension of operations, with the intent to induce Plaintiffs and others to continue making deposits.

90. 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.

91. 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.

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

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

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

94. 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 safety of customer deposits, and OneFlight's ability to perform its obligations.

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

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

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

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

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

99. Rajput and Dismuke, 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, 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.

100. 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.

101. 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.

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

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

103. Plaintiffs and BAJit entered into the Agreements, which 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.

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

105. 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;
- b) failing to honor the approximately 250 unused JetCard flight hours and the Diamond JetCard upgrade for which Plaintiffs paid under the Agreements;
- c) failing to maintain Plaintiffs' prepaid account balance for their benefit as contemplated by the Agreements;
- d) failing to provide charter flights up to Plaintiffs' available funds balance;
- e) failing to maintain sufficient aircraft to provide reservations to Plaintiffs;
- f) 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;
- g) failing to make Plaintiffs' prepaid funds available as required by the Agreements;
- h) failing to refund Plaintiffs' prepaid funds on deposit; and
- i) 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.

106. 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.

107. 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 \$1,000,000.

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

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

109. 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.

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

111. 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.

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

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

113. 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.

114. 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.

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

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

**EIGHTH CLAIM FOR RELIEF
(Unjust Enrichment — Pled in the Alternative to the Fifth Claim for Relief)
(Against BAJit)**

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

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

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

120. 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.

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

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

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

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

124. Upon information and belief, Plaintiffs' prepaid deposits and membership dues 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.

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

126. 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.

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

128. 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.

**TENTH CLAIM FOR RELIEF
(Unjust Enrichment)
(Against Rajput and Dismuke)**

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

130. Rajput and Dismuke are not parties to the Agreements.

131. Plaintiffs conferred substantial monetary benefits on OneFlight, including prepaid deposits for flights and membership dues, which were subsequently used to pay Rajput's and Dismuke's 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.

132. Rajput and Dismuke 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.

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

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

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

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

136. 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).

137. These practices occurred in the course of OneFlight's business as a federally regulated charter broker and in the course of Rajput's and Dismuke's business as OneFlight's officers.

138. 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 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.

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

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

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

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

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

143. OneFlight possesses records exclusively within its control concerning:

- a) account balances;
- b) deposits;
- c) flight credits and JetCard hours;
- d) deductions;
- e) withdrawals;
- f) the accounts into which customer deposits were received, including the accounts ending in 4236, 6323, and 1432 to which Plaintiffs' wire transfers were directed, and the holders of those accounts;
- g) transfers among BAJit, OneFlight Jets, BALCC, Rajput, and any other person or entity;

- h) charges;
- i) the disposition of customer funds; and
- j) charges related to upcoming itineraries.

144. Plaintiffs lack access to such information.

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Victor Fuchs, Lana Fuchs, and Helix Enterprises, Inc. 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; and Mark Dismuke, jointly and severally where applicable, as follows:

- A. Awarding Plaintiffs compensatory damages in an amount to be proven at trial, but not less than \$1,000,000;
- B. Awarding Plaintiffs exemplary damages as permitted by law;
- C. Awarding Plaintiffs treble damages pursuant to 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 Colo. Rev. Stat. §§ 6-1-113 and 18-4-405; 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 15, 2026.

Respectfully submitted,

SUSAN J. COFANO

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