UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. _____

WILLIAM THOMAS FINNERAN, a Florida resident,

Plaintiff,

v.

ONEFLIGHT INTERNATIONAL, INC., d/b/a BAJIT, a Colorado corporation;
ONEFLIGHT JETS, INC., d/b/a ONEFLIGHT INTERNATIONAL, a Colorado corporation;
BALCC HOLDINGS, LLC, d/b/a ONEFLIGHT INTERNATIONAL, a Colorado limited liability company;
JETSTYLE CONCIERGE, INC., a Colorado corporation;
FERREN RAJPUT, a Colorado resident; and
MARK DISMUKE, a Colorado resident,

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiff William Thomas Finneran ("Mr. Finneran" or "Plaintiff"), by and through undersigned counsel, alleges as and for his Complaint against Defendants ONEflight International, Inc., d/b/a BAJit ("BAJit"); ONEflight Jets, Inc., d/b/a ONEflight International ("OneFlight Jets"); BALCC Holdings, LLC, d/b/a ONEflight International ("BALCC"); Jetstyle Concierge, Inc. ("Jetstyle") (BAJit, OneFlight Jets, BALCC, and Jetstyle, collectively, "OneFlight" or the "OneFlight Entities"); Ferren Rajput ("Rajput"); and Mark Dismuke ("Dismuke") (Rajput and Dismuke, collectively, the "Individual Defendants"; OneFlight and the Individual Defendants, 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 Plaintiff and, upon information and belief, numerous other customers, to make repeated, ever-larger prepaid, non-refundable deposits for future private jet flight hours, and to leave those deposits on account, 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 Plaintiff's 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 national television advertising and 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 Plaintiff and other customers, all while OneFlight's actual financial condition was deteriorating.

3. Between June 2021 and December 2024, Defendants — through OneFlight's sales director, Mark Sanchez ("Sanchez"), acting under Dismuke's supervision and, on at least two occasions, with Dismuke's direct approval and execution — solicited Plaintiff with a series of time-limited "bonus" offers that required Plaintiff to wire large sums the same day, and, each time Plaintiff asked whether his money was safe, assured him that it was, at the same time Defendants knew, or recklessly disregarded, that OneFlight was using new customer deposits to fund its existing obligations.

4. In reliance on Defendants' representations, Plaintiff wired OneFlight deposits totaling $435,000 in six installments — $75,000 on June 24, 2021; $10,000 on November 5, 2021;

$50,000 on November 30, 2022; $100,000 on July 13, 2023; $100,000 on June 25, 2024; and $100,000 on December 31, 2024. Between June and September 2026, as OneFlight approached collapse, Defendants bombarded Plaintiff with at least fifty further solicitations, some for more than $240,000, while assuring him that his money was safe and that OneFlight was thriving, and thereby induced him to keep his remaining balance on deposit rather than seek its return.

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

6. OneFlight did business through four closely held, commonly controlled entities — BAJit, OneFlight Jets, BALCC, and Jetstyle — which Rajput operated as a single business and used to separate OneFlight's customer obligations from its valuable assets and from the customer funds he moved among them. BAJit, OneFlight Jets, and BALCC each held itself out as "ONEflight International," and Jetstyle, owned by Rajput's wife, provided the catering and ground transportation for OneFlight's flights and, upon information and belief, received transfers of customer deposits. Plaintiff seeks to hold each of the OneFlight Entities, together with the Individual Defendants, liable for the obligations owed to him.

7. Plaintiff brings this action to recover the funds fraudulently obtained from him, 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 William Thomas Finneran, known as "Tommy," is, and at all relevant times was, a citizen and resident of the State of Florida, residing in West Palm Beach, Florida. OneFlight maintained Mr. Finneran's member account in the name "William Finneran."

9. 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, BALCC, and Jetstyle and is the contracting party to the membership agreement and addendum at issue in this action. Upon information and belief, BAJit shared offices, corporate resources, and employees with OneFlight Jets, BALCC, and Jetstyle, and Rajput, as the owner of BAJit, OneFlight Jets, and BALCC, operated them together with Jetstyle as one business.

10. Defendant ONEflight Jets, Inc., d/b/a ONEflight International, 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, BALCC, and Jetstyle. Upon information and belief, OneFlight Jets shared offices, corporate resources, and employees with BAJit, BALCC, and Jetstyle, and Rajput, as the owner of BAJit, OneFlight Jets, and BALCC, operated them together with Jetstyle as one business.

11. Defendant BALCC Holdings, LLC, d/b/a ONEflight International, 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, OneFlight Jets, and Jetstyle. 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, OneFlight Jets, and Jetstyle, and Rajput,

as the owner of BAJit, OneFlight Jets, and BALCC, operated them together with Jetstyle as one business.

12. Defendant Jetstyle Concierge, Inc. is a Colorado corporation with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Jetstyle was incorporated on January 1, 2016. Upon information and belief, Jetstyle is owned by Mitra Rajput (also known as Tina Rajput), a citizen of Colorado and the wife of Defendant Rajput. Jetstyle provided catering services and ground transportation to and from the flights booked through OneFlight. Upon information and belief, BAJit, BALCC, and/or OneFlight Jets, under Rajput's direction, frequently transferred the cash deposits they held for customers to Jetstyle, and Rajput operated Jetstyle together with BAJit, OneFlight Jets, and BALCC as one business.

13. BAJit, OneFlight Jets, BALCC, and Jetstyle share the same principal place of business at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado, and had the same registered agent and corporate counsel, David Stefanski.

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

15. Defendant Mark Dismuke is, upon information and belief, a citizen and resident of the State of Colorado. Dismuke is the Executive Vice President of Sales for OneFlight and, at all relevant times, was responsible for supervising OneFlight's sales personnel, including Sanchez; for setting and approving the terms and deadlines of the "bonus" and other time-limited offers by which OneFlight solicited customer deposits; and for soliciting and closing, personally and through

the sales personnel he supervised, large customer deposits, including Plaintiff's. Dismuke personally approved the terms of Plaintiff's July 13, 2023 deposit and executed, on OneFlight's behalf, the December 31, 2024 addendum under which Plaintiff made his final $100,000 deposit.

16. 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. Each Individual Defendant is personally liable for that conduct regardless of his status as an officer, employee, or agent of OneFlight.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the action is between citizens of different States and the amount in controversy exceeds $75,000, exclusive of interest and costs. Plaintiff is a citizen of Florida. BAJit, OneFlight Jets, and Jetstyle are each incorporated in Colorado and maintain their principal place of business in Colorado, and are therefore citizens of Colorado. BALCC is a limited liability company whose citizenship is that of its members; upon information and belief, its sole member is Rajput, a citizen of Colorado. Rajput and Dismuke are each citizens of Colorado. No Defendant is a citizen of Florida.

18. The amount in controversy exceeds $75,000, exclusive of interest and costs. Plaintiff seeks compensatory damages of not less than $75,000, representing his unused prepaid balance, and, in the alternative, the return of the $435,000 in deposits that Defendants fraudulently induced him to make, less the value of flights actually furnished; treble damages under Colo. Rev.

Stat. §§ 18-4-405 and 6-1-113; exemplary damages under Colo. Rev. Stat. § 13-21-102; and reasonable attorneys' fees recoverable by statute under Colo. Rev. Stat. §§ 18-4-405 and 6-1-113.

19. This Court has personal jurisdiction over BAJit, OneFlight Jets, BALCC, and Jetstyle 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, and each directed or approved communications and solicitations to Plaintiff from Colorado in furtherance of the scheme alleged herein.

20. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) and (2) because each Defendant resides in this District and all Defendants are residents of Colorado, Defendants maintained offices and conducted substantial business operations in this District, and a substantial part of the events giving rise to Plaintiff's claims occurred in this District, including the solicitations directed to Plaintiff from OneFlight's Englewood, Colorado offices and OneFlight's receipt of Plaintiff's deposits in its Colorado bank accounts.

FACTUAL ALLEGATIONS

A. OneFlight's Business and Prepaid Membership Programs

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

22. Under OneFlight's form membership agreements, members made initial deposits "as pre-payment for charter flights," and OneFlight agreed "to provide charter flights up to but not exceeding the available Member funds balance." OneFlight further agreed that it was "obligated to continue to provide aircraft comparable to those available at the date of this Agreement and have sufficient aircraft in reasonable locations to provide annual reservations for all Members," and that members were entitled to reserve flights at fixed hourly rates for as long as they maintained their accounts in good standing. Upon information and belief, Plaintiff's JetClub Agreement, described below, contains the same or substantially similar provisions.

23. OneFlight's membership agreements, and the email communications OneFlight sent to Plaintiff, represent and acknowledge that flights booked with OneFlight or on BAJit.com "are subject to the Charter Broker rules contained in 14 CFR Part 295."

24. 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

25. Upon information and belief, Rajput divided the assets and functions of the OneFlight business among BAJit, OneFlight Jets, BALCC, and Jetstyle. 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 Plaintiff's JetClub

membership. Jetstyle provided catering services and ground transportation to and from the flights booked.

26. OneFlight Jets and BALCC both do business as "OneFlight International," the same name under which BAJit contracted with Plaintiff. OneFlight's membership agreements and addenda, including Plaintiff's, identify the member's counterparty only as "ONEflight International" or "OFI," and are signed on behalf of "ONEFLIGHT INTERNATIONAL, INC." Plaintiff and OneFlight's other members had no way to distinguish among the OneFlight Entities.

27. 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, and the same domain from which OneFlight's sales personnel solicited Plaintiff's deposits.

28. In September 2026, within days of OneFlight's suspension of operations, David Stefanski resigned as registered agent for all four OneFlight Entities.

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

30. Rajput used the OneFlight 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, the Cessna aircraft is held by OneFlight Jets, and customer deposits were, upon information and belief, transferred to Jetstyle, an entity owned by Rajput's wife. Upon information and belief, BAJit is thinly capitalized relative to its obligations to OneFlight's customers. Treating the OneFlight Entities as separate would allow Rajput to shield the OneFlight business's assets from its customers and would promote injustice, and disregarding their separate corporate forms would achieve an equitable result.

C. OneFlight's False Image of Financial Strength

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

32. 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

[1]See 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/.

promotional materials, required certified brokers to demonstrate "management of the fiscal responsibilities inherent to this line of business."

33. 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. OneFlight's sales personnel, in turn, pointed to OneFlight's size and its television presence as proof that customers' deposits were safe, as they did with Plaintiff.

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

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

[2]See 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/.

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

36. 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.

37. 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.

38. Notwithstanding this knowledge, as the cost of air travel rose, Defendants concealed OneFlight's financial difficulties from Plaintiff 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.

39. Upon information and belief, throughout Plaintiff's membership, and with increasing intensity in 2026, OneFlight, by and through and in concert with the Individual Defendants, used its marketing campaign and its sales force 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.

40. 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.

41. 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 Plaintiff and other customers to continue making and increasing their deposits, and to leave their existing deposits on account.

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

42. For years, including throughout Plaintiff's membership from 2021 through 2026, OneFlight repeatedly solicited new and larger deposits through high-pressure, time-limited offers that promised bonus flight hours, "free" cash credits, discounts, or complimentary flights, but only if the customer signed and paid within hours or days. Upon information and belief, OneFlight used these time-limited offers to accelerate the inflow of new customer cash, which OneFlight needed to fund its operations and to satisfy obligations owed to earlier customers.

43. The offers made to Plaintiff illustrate the point. OneFlight offered Plaintiff "bonus" cash credits equal to 20% to 25% of his deposits, and, in November 2022, 25 flight hours plus a $25,000 cash credit in exchange for a $50,000 deposit. A charter broker that was preserving

customer deposits to pay third-party operators for each future flight hour could not sustainably give away such incentives. Upon information and belief, OneFlight could offer them only because it was treating each new deposit as immediately available cash to meet existing obligations, rather than as a reserve for the flights the depositing customer had purchased.

44. Upon information and belief, OneFlight also repeatedly changed the bank accounts into which it directed customers to wire their deposits. In July 2022, OneFlight sent Plaintiff "UPDATED WIRE INSTRUCTIONS" directing deposits to an account in the name of ONEflight International, Inc. at First Bank in Lakewood, Colorado, and, in November 2022, after Plaintiff wired a $50,000 deposit, Sanchez told him that the instructions he had used "are for our old account" and directed him to use different instructions "moving forward." In July 2023, Sanchez again told Plaintiff that he would send him "the most recent wire transfer instructions."

45. Upon information and belief, on or about June 3, 2026, at a time when OneFlight's financial difficulties were compounding and OneFlight was 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.

46. Upon information and belief, OneFlight solicited and accepted substantial customer deposits through such offers as late as September 2026, in some cases only days before it

suspended operations, while concealing that it was unable to pay the direct air carriers that operated its customers' flights.

F. Plaintiff's Membership and Deposits with OneFlight

47. Sanchez, who held the titles of Senior Director of Sales and, later, Managing Sales Director of OneFlight, and who worked from OneFlight's offices in Englewood, Colorado, was Plaintiff's sole point of contact at OneFlight throughout his membership. Upon information and belief, Sanchez acted at all times under the supervision of Dismuke, OneFlight's Executive Vice President of Sales, and within the scope of his employment with OneFlight. Sanchez solicited each of Plaintiff's deposits by telephone, email, and text message.

48. Each time Sanchez solicited a deposit, Plaintiff asked him, in substance, "How do I know the money is safe?" and inquired whether OneFlight was financially sound, whether it was solvent, whether it was able to honor its prepaid flight obligations, whether it was experiencing financial problems, and whether it was at risk of shutting down or filing for bankruptcy. Each time, Sanchez assured Plaintiff that his money was safe, telling him that OneFlight was "the biggest," pointing to OneFlight's national television advertising ("We are on TV"), and telling him that he was "not a large customer" — that is, that Plaintiff's deposits were modest relative to OneFlight's size and resources and that Plaintiff therefore had nothing to fear. Sanchez never disclosed any financial or operational difficulty at OneFlight.

49. Plaintiff made each of the deposits described below in reliance on those assurances. Plaintiff would not have made any of his deposits had he known that OneFlight might be unable to honor his prepaid balance.

1. The June 2021 BAJ25 JetClub Membership ($75,000)

50. In June 2021, Sanchez solicited Plaintiff to become a OneFlight member. On or about June 23–24, 2021, Plaintiff entered into a ONEflight JetClub Agreement with OneFlight for a 25-hour "BAJ25" membership (the "JetClub Agreement"), and on June 24, 2021, he wired OneFlight $75,000. That day, OneFlight's then Vice President of Sales, Jan Brown, copying Sanchez, confirmed: "We received your wire….thank you! We will get your new BAJ 25 hour account built and set up for you by tonight."

2. The November 2021 Deposit ($10,000)

51. On November 5, 2021, at Sanchez's solicitation, Plaintiff wired OneFlight an additional $10,000, which Sanchez confirmed by email that day.

3. The November 2022 "Black Friday Special" ($50,000)

52. On November 30, 2022, Sanchez emailed Plaintiff "the Black Friday Special that we discussed," under which, if Plaintiff would "[w]ire in $50k," he would receive "25 hours" and a "$25k cash deposit to be used for future flights." Sanchez added: "I let my VP know that you will take one of the deals, so he can lock it in for you," representing that the offer was limited and required senior-management approval. Upon information and belief, the "VP" to whom Sanchez referred was Dismuke.

53. In reliance on Defendants' representations, Plaintiff wired $50,000 to OneFlight that same day. Sanchez confirmed receipt and represented that Plaintiff's account would be "credited 25 hours and $25k cash credit."

4. The July 2023 Reload Approved by Dismuke ($100,000)

54. On July 12, 2023, OneFlight sent Plaintiff an account statement reflecting that his cash balance had fallen to $5,985.82, with 35.5 flight hours available. The next day, Sanchez solicited Plaintiff to reload his account.

55. At 2:11 p.m. on July 13, 2023, Sanchez texted Plaintiff: "Tommy, if I can get you $15k on $100k, would you do that today?" When Plaintiff reminded Sanchez of the terms they had discussed the prior week and asked him to raise the matter with his "higher ups," Sanchez responded: "Tommy, I will absolutely go to my VP right now and let him know about our conversation last week about the $100k for $20k, if I can get it for you, can you wire today or pay by AMEX?" Plaintiff answered, "Yes."

56. Sanchez then texted: "Okay Tommy, good news, my VP, Mark Dismuke said he will do it as long as you can wire right now...I'll email you the most recent wire transfer instructions." Dismuke thus personally approved the terms of Plaintiff's deposit and conditioned them on Plaintiff wiring $100,000 immediately, cutting off any opportunity for Plaintiff to investigate further.

57. In reliance on Defendants' representations, Plaintiff wired $100,000 to OneFlight on July 13, 2023.

5. The June 2024 Reload ($100,000)

58. In June 2024, Sanchez again solicited Plaintiff to deposit $100,000 in exchange for a $20,000 bonus credit from OneFlight. In reliance on Defendants' representations, Plaintiff wired $100,000 to OneFlight on or about June 25, 2024. That day, Sanchez confirmed receipt and represented that he would make sure Plaintiff's account was credited with Plaintiff's deposit, "plus the additional $20k from OFI."

6. The December 31, 2024 Addendum ($100,000)

59. On December 31, 2024, Sanchez transmitted to Plaintiff, through DocuSign, a document titled "FINNERAN - CASH CREDIT Addendum - Additional Consideration," styled "ADDENDUM 1 – ONEflight JetClub Agreement" (the "Addendum"), executed on behalf of "ONEFLIGHT INTERNATIONAL, INC." by Dismuke as its "Executive Vice President of Sales." The Addendum stated that it was "intended to supplement the terms of the original ONEflight JetClub Agreement between ONEflight International (OFI) and William Finneran (Member)." A copy of the Addendum is attached as Exhibit A.

60. The Addendum provided that, "if Member executes this addendum and makes a nonrefundable payment o[f] $100,000 to reload Member's JetCard before 3:00PM MST, December 31st, 2024," OneFlight would provide Plaintiff "a $25,000 nonrefundable flight/cash account credit." The Addendum thus required Plaintiff to sign and pay within hours of receiving it.

61. In reliance on Defendants' representations, Plaintiff executed the Addendum, which DocuSign recorded as completed at 11:52 a.m. on December 31, 2024, and that day wired $100,000 to OneFlight. The JetClub Agreement, as supplemented by the promotional terms described above and by the Addendum, is referred to as the "Agreement."

7. Manufactured Urgency and Repeated Assurances

62. Each of OneFlight's offers to Plaintiff was presented as a special, limited deal that required immediate action and senior-management approval, and each required Plaintiff to wire his money the same day. Each was solicited when, or shortly after, Plaintiff's account balance had been drawn down, and each was accompanied by Sanchez's assurances, in response to Plaintiff's direct questions, that Plaintiff's money was safe.

63. Between June 24, 2021 and December 31, 2024, Plaintiff paid OneFlight $435,000 in deposits. At no time did any Defendant, or anyone acting on OneFlight's behalf, disclose to Plaintiff that OneFlight was using new customer deposits to fund existing obligations, or that it was experiencing any financial or operational difficulty.

8. Solicitations and Assurances Through the Final Months

64. Defendants continued to solicit Plaintiff for additional money until the very end. Between June and September 2026, OneFlight, through its sales personnel, sent Plaintiff at least fifty emails soliciting additional deposits — at least twice a week, and sometimes twice in a single day, through at least July 27, 2026 and continuing into the final two weeks before OneFlight suspended operations — in amounts that varied and in some instances exceeded $240,000. In those solicitations, OneFlight told Plaintiff that his money was safe and that OneFlight was thriving, growing, and financially strong, or words to that effect, and pressed him to act immediately.

65. None of those solicitations disclosed OneFlight's true financial condition, its inability to pay its charter operators, or its imminent shutdown. Plaintiff declined to deposit more, but, in reliance on Defendants' continued assurances that his money was safe and that OneFlight was financially strong, he left his existing prepaid balance on deposit with OneFlight and did not seek its return.

66. Upon information and belief, OneFlight's Chief Financial Officer, Hanno Uys, had been in the custody of U.S. Immigration and Customs Enforcement since on or about September 3, 2026, during the period in which OneFlight was continuing to solicit customers for additional deposits.[3] No Defendant disclosed to Plaintiff that OneFlight's chief financial officer had been detained, or any other concern regarding the officer responsible for OneFlight's finances.

[3]See Gollan, supra note 2.

67. Upon information and belief, Defendants' last-minute solicitations of Plaintiff and other customers were made to bring in new cash to fund OneFlight's existing obligations, to dissuade existing customers from seeking refunds, and to forestall the exposure of OneFlight's insolvency.

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

68. OneFlight thereafter suffered increasing financial difficulties and could not meet its obligations to provide prepaid flights to its customers. In August 2026, OneFlight attempted to impose a sudden 35% "economic surcharge" on its existing customers before reversing that surcharge in the face of customer backlash.

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

70. 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.

71. Plaintiff did not learn that OneFlight had suspended operations until on or about October 2, 2026, when an email from OneFlight prompted him to inquire into OneFlight's status.

Before that time, Plaintiff did not know, and in the exercise of reasonable diligence could not have known, of Defendants' misrepresentations and concealment, which Defendants actively concealed through the assurances and conduct described above.

72. 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 Plaintiff's 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.

73. At the time OneFlight suspended its operations, Plaintiff's OneFlight account reflected an unused prepaid cash balance of not less than $75,000, together with unused flight hours. Plaintiff's account records were maintained in OneFlight's BAJit application and online portal and in OneFlight's internal records.

74. OneFlight has not refunded any of Plaintiff's prepaid funds. Under 14 C.F.R. § 295.26, OneFlight, as an air charter broker, is required to make prompt refunds of all monies paid for charter air transportation that cannot be performed, and to do so within 20 days after receiving a complete refund request for cash and check purchases. Plaintiff hereby demands, and this Complaint constitutes, a complete refund request within the meaning of 14 C.F.R. § 295.26. OneFlight has suspended its operations indefinitely, can no longer provide the flights for which Plaintiff prepaid, and, upon information and belief, lacks the intention and the means to refund Plaintiff's funds, such that any further demand would be futile. Plaintiff does not believe that OneFlight will become operational again, to the detriment of Plaintiff and all other existing customers with a balance at OneFlight.

75. The integration and "non-reliance" provisions, if any, of OneFlight's form agreements do not bar Plaintiff's claims. Defendants' misrepresentations and omissions concerned

OneFlight's solvency, financial condition, use of customer deposits, and ability to perform — matters not addressed in the Agreement — and the Agreement itself, including any such provisions, was procured by Defendants' fraud.

76. 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.

77. As a direct and proximate result of Defendants' conduct described herein, Plaintiff has been damaged in an amount to be proven at trial, but not less than $75,000, representing his unused prepaid balance, together with the lost value of his unused flight hours and promotional credits. In the alternative, Plaintiff is entitled to recover the $435,000 in deposits that Defendants fraudulently induced him to make, less the value of the flights actually furnished to him.

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

78. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

79. Defendants, acting in concert, made false representations of material fact to Plaintiff and others on repeated occasions between at least 2021 and September 2026, including, but not limited to, the following:

(a) representations, through OneFlight's sales personnel, marketing materials, and public statements, that OneFlight was a financially stable, thriving enterprise — "the biggest" — whose national television presence demonstrated its strength, that reported $232 million in revenue in 2025 and projected significant revenue growth in 2026, when in reality OneFlight was using new customer deposits to fund existing obligations, was diverting, dissipating, and exhausting its customers' prepaid accounts to fund its own operations, ultimately could not pay its partner air carriers, and was approaching insolvency;

(b) representations, made in response to Plaintiff's direct inquiries each time he made a deposit, that Plaintiff's money was safe, and that members' prepaid deposits 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, its obligations to earlier customers and vendors, extravagant marketing campaigns, and celebrity sponsorships, or for Defendants' own personal benefit;

(c) representations that OneFlight met the fiscal-responsibility standards of its ARGUS and Wyvern designations;

(d) representations that OneFlight's "bonus" and other time-limited offers were special, limited deals requiring senior-management approval, and that Plaintiff needed to wire his money immediately to secure them, including Dismuke's approval of Plaintiff's July 13, 2023 deposit "as long as [Plaintiff] can wire right now" and the Addendum's same-day deadline that Dismuke executed; and

(e) representations made to Plaintiff between June and September 2026 that his money was safe and that OneFlight was thriving, growing, and financially strong, made to induce Plaintiff to make further deposits and to leave his existing balance on deposit.

80. These representations were false when made. In truth, and as Defendants knew or recklessly disregarded, OneFlight was operating in a manner consistent with a Ponzi scheme, in which funds obtained from new customer deposits — including Plaintiff's — 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 Plaintiff's own prepaid flight hours.

81. Defendants continued to solicit and accept substantial deposits from Plaintiff and other members, and to assure them that their deposits were safe, while knowing, or recklessly disregarding, that OneFlight lacked the financial capacity to honor its commitments and, by 2026, was on the verge of suspending operations.

82. Defendants made these false representations with the intent that Plaintiff 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.

83. Plaintiff reasonably and justifiably relied on Defendants' representations. Plaintiff specifically asked, before each deposit, whether his money was safe, and Defendants answered those inquiries with affirmative assurances and with demands that he wire his money immediately. In reliance, Plaintiff deposited $435,000 with OneFlight with the understanding that such funds would be protected, preserved, and reserved for use on future air travel, and, in 2026, left his remaining balance on deposit rather than seek its return.

84. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff has suffered damages in an amount to be proven at trial, but not less than $75,000.

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

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

86. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

87. Defendants had a duty to disclose OneFlight's true financial condition and the use of customers' funds on account to Plaintiff because Defendants had superior knowledge of material facts not accessible to Plaintiff, because Plaintiff specifically and repeatedly inquired about those matters, and because Defendants' representations regarding OneFlight's size, solvency, stability, and the safety of Plaintiff's money were misleading absent disclosure of OneFlight's actual condition.

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

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

90. Plaintiff was unaware of the concealed facts and would not have made his deposits, or would not have made them in the amounts he did, and would not have left his balance on deposit, had those facts been disclosed.

91. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiff has suffered damages in an amount to be proven at trial.

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

92. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

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

94. Defendants failed to exercise reasonable care or competence in obtaining or communicating this information to Plaintiff.

95. Plaintiff justifiably relied on Defendants' misrepresentations to his financial detriment.

96. As a direct and proximate result, Plaintiff has suffered damages in an amount to be proven at trial.

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

97. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

98. Rajput and Dismuke, acting on behalf of themselves and of BAJit, OneFlight Jets, BALCC, and Jetstyle, 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 Plaintiff, through false urgency and false assurances while concealing OneFlight's true financial condition, using new deposits to fund pre-existing obligations, and moving customer funds among the OneFlight Entities and to Rajput.

99. 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.

100. As a direct and proximate result of this conspiracy, Plaintiff has 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, BALCC, and Jetstyle as Its Alter Egos)

101. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

102. Plaintiff and BAJit entered into the Agreement, which is a valid and enforceable agreement governing the provision of prepaid flight services and customer deposits, including BAJit's obligations to arrange charter flight services on Plaintiff's behalf, to credit Plaintiff's account with the flight hours and cash credits promised in exchange for his deposits, and to maintain Plaintiff's prepaid deposits for application towards future flights.

103. Plaintiff fully performed his obligations under the Agreement, including the payment of each of the prepaid flight deposits and other charges required under the Agreement.

104. BAJit materially breached the Agreement by, among other things:

(a) suspending all flights and operations and failing to provide the charter flight services for which Plaintiff had contracted and prepaid;

(b) failing to maintain Plaintiff's prepaid account balance, flight hours, and credits for his benefit as contemplated by the Agreement;

(c) failing to provide charter flights up to Plaintiff's available funds balance;

(d) failing to maintain sufficient aircraft to provide reservations to Plaintiff;

(e) failing to provide adequate assurances of its ability and willingness to perform its obligations under the Agreement, and that the contracted services would be provided;

(f) failing to make Plaintiff's prepaid funds available as required by the Agreement;

(g) failing to refund Plaintiff's prepaid funds on deposit; and

(h) anticipatorily repudiating its obligations under the Agreement through its public announcement suspending all flight operations indefinitely and unequivocally communicating its intent not to perform its future contractual obligations to Plaintiff.

105. Because BAJit, OneFlight Jets, BALCC, and Jetstyle operated as a single business under Rajput's control, shared a principal place of business, registered agent, and corporate counsel, held themselves out (in the case of BAJit, OneFlight Jets, and BALCC) under the same "ONEflight International" name, moved customer funds among themselves, and were used to separate OneFlight's customer obligations from its assets, as alleged above, OneFlight Jets, BALCC, and Jetstyle are the alter egos of BAJit and are jointly and severally liable for BAJit's breaches.

106. As a direct and proximate result of BAJit's breaches, Plaintiff has suffered damages in an amount to be proven at trial, but not less than $75,000.

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

107. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

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

109. Defendants' theft was committed knowingly, willfully, and with the specific intent to permanently deprive Plaintiff of his property.

110. Plaintiff is entitled to recover, pursuant to Colo. Rev. Stat. § 18-4-405, three times the amount of his actual damages, together with costs of the action and reasonable attorneys' fees.

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

111. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

112. Plaintiff has a right to possess and control the funds he deposited with OneFlight, which were intended to be held for his benefit and applied towards future charter flight services.

113. Defendants, without authorization and in derogation of Plaintiff's rights, wrongfully exercised dominion and control over Plaintiff's funds by commingling them into OneFlight's general operating accounts, by misappropriating those funds to finance OneFlight's business operations, its obligations to earlier customers, 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.

114. Defendants' conversion was willful, wanton, and undertaken in conscious disregard of Plaintiff's property rights.

115. As a direct and proximate result of Defendants' conversion, Plaintiff has 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)

116. Plaintiff incorporates by reference each of the preceding paragraphs, except those alleging the existence of an express contract, as though fully set forth herein.

117. Plaintiff conferred substantial monetary benefits on BAJit, including prepaid deposits for flights.

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

119. 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.

120. BAJit has been unjustly enriched at Plaintiff's expense, and Plaintiff is entitled to restitution in an amount to be proven at trial.

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

121. Plaintiff incorporates by reference each of the preceding paragraphs, except those alleging the existence of an express contract, as though fully set forth herein.

122. OneFlight Jets, BALCC, and Jetstyle are not parties to the Agreement.

123. Upon information and belief, Plaintiff's prepaid deposits were transferred to, used by, or otherwise conferred a benefit on OneFlight Jets, BALCC, and Jetstyle, including by funding the acquisition, operation, and marketing of the aircraft, trademarks, and brand that OneFlight Jets and BALCC hold, by funding Jetstyle's catering and ground-transportation operations, by the transfer of customer deposits to Jetstyle at Rajput's direction, and by paying their expenses.

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

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

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

127. OneFlight Jets, BALCC, and Jetstyle have been unjustly enriched at Plaintiff's expense, and Plaintiff is entitled to restitution in an amount to be proven at trial.

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

128. Plaintiff incorporates by reference each of the preceding paragraphs, except those alleging the existence of an express contract, as though fully set forth herein.

129. Rajput and Dismuke are not parties to the Agreement.

130. Plaintiff conferred substantial monetary benefits on OneFlight, including prepaid deposits for flights, 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 Plaintiff's prepaid deposits to himself, his family members, or entities he or his family members own or control, including Jetstyle, for his personal benefit.

131. Rajput and Dismuke knowingly and voluntarily accepted, retained, and used those benefits derived from Plaintiff's 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.

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

133. Rajput and Dismuke have been unjustly enriched at Plaintiff's expense, and Plaintiff is 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)

134. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

135. Defendants acted in concert and, in the course of their business conducted in and from Colorado, 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 Plaintiff and other consumers to enter into those transactions, in violation of Colo. Rev. Stat. § 6-1-105(1)(u).

136. These practices occurred in the course of OneFlight's business as a federally regulated charter broker headquartered in Colorado and in the course of the Individual Defendants' business as OneFlight's officers.

137. Defendants' practices significantly impacted the public as actual or potential consumers of OneFlight's services because, upon information and belief, Defendants marketed and sold the same prepaid flight-hour products using the same or similar representations and sales tactics to numerous other customers in addition to Plaintiff, 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.

138. Plaintiff suffered injury in fact to a legally protected interest.

139. Defendants' bad faith, fraudulent, willful, knowing, and intentional conduct directly and proximately caused Plaintiff's injury.

140. Plaintiff is 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, BALCC, and Jetstyle)

141. Plaintiff incorporates by reference each of the preceding paragraphs as though fully set forth herein.

142. OneFlight possesses records exclusively within its control concerning:

(a) account balances;

(b) deposits;

(c) flight hours and credits, including promotional and bonus credits;

(d) deductions;

(e) withdrawals;

(f) transfers among BAJit, OneFlight Jets, BALCC, Jetstyle, Rajput, and any other person or entity;

(g) charges;

(h) the disposition of customer funds; and

(i) charges related to upcoming itineraries.

143. Plaintiff lacks access to such information, which OneFlight maintained in its BAJit application, online portal, and internal records.

144. An accounting is necessary to determine the amount owed to Plaintiff and the disposition of his funds.

145. OneFlight owes a duty to Plaintiff to account for Plaintiff's funds in its possession.

146. Plaintiff has no adequate remedy at law to obtain this relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff William Thomas Finneran respectfully requests that this Court enter judgment in his favor and against Defendants ONEflight International, Inc., d/b/a BAJit; ONEflight Jets, Inc., d/b/a ONEflight International; BALCC Holdings, LLC, d/b/a ONEflight International; Jetstyle Concierge, Inc.; Ferren Rajput; and Mark Dismuke, jointly and severally where applicable, as follows:

A. Awarding Plaintiff compensatory damages in an amount to be proven at trial, but not less than $75,000, or, in the alternative, the return of the deposits Defendants fraudulently induced him to make, less the value of flights actually furnished;

B. Awarding Plaintiff exemplary damages as permitted by law;

C. Awarding Plaintiff 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 Plaintiff restitution and disgorgement of all prepaid funds under his claims for unjust enrichment, to the extent pled in the alternative;

E. Ordering a full accounting relating to Plaintiff's funds;

F. Granting temporary, preliminary, and permanent injunctive relief enjoining Defendants from further using, diverting, or dissipating Plaintiff's funds and the proceeds thereof;

G. Entering an order disregarding the separate corporate forms of BAJit, OneFlight Jets, BALCC, and Jetstyle, and holding Rajput, OneFlight Jets, BALCC, and Jetstyle jointly and severally liable for any judgment entered against BAJit;

H. Awarding Plaintiff pre-judgment and post-judgment interest as permitted by law;

I. Awarding Plaintiff his 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

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

Dated: November 6, 2026.

Respectfully submitted,

SUSAN J. COFANO

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