IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

FIVE-STAR AUDIOVISUAL, INC., an Illinois corporation, *Plaintiff*, v. ONEFLIGHT INTERNATIONAL, INC., a Colorado corporation, and FERREN RAJPUT, a Colorado resident, *Defendants*.	)	Case No.

COMPLAINT

Plaintiff Five-Star AudioVisual, Inc. ("Five-Star"), by and through its undersigned counsel, for its Complaint against Defendants ONEflight International, Inc. ("OFI") and Ferren Rajput ("Rajput"), (collectively, "Defendants"), hereby alleges:

NATURE OF THE ACTION

1. This action arises from OFI's breach of contract and fraudulent inducement of Five-Star (among numerous other consumers) to purchase a jetclub membership whereby OFI, a federally regulated charter broker, promised to book private air travel services with direct air carriers on behalf of its customers. To participate in OFI's private membership program, Five-Star paid OFI hundreds of thousands of dollars in annual membership dues and prepaid funds to guaranty future flight services.

2. Without prior notice or explanation to its customers, OFI abruptly suspended its operations on or about September 16, 2026. OFI is holding more than $223,000 of Five-Star's prepaid funds intended to be used for future flight services that OFI will not provide. Despite demand, OFI has failed and refused to refund Five-Star's money in violation of federal regulations.

3. On information and belief, instead of holding its customers' prepaid funds in a dedicated escrow account, OFI absorbed Five-Star's and other customers' cash into its operating capital as part of a Ponzi-like scheme and now lacks the liquidity to compensate its customers for their estimated $150 million in deposits with OFI. As recently as a week before OFI's shutdown, its sales personnel continued to solicit Five-Star to deposit yet another $250,000 to its member account, boasting "funds that never expire," and soon thereafter ceased responding to Five-Star and its inquiries regarding OFI's continued operations and assurances that it would perform services relative to two of Five-Star's upcoming flights.

4. Five-Star seeks recovery of its funds, which it deposited with OFI in good faith reliance on OFI's promise to perform, and reimbursement of Five-Star's out-of-pocket costs associated with alternative arrangements for flights OFI booked but failed to provide. Five-Star also seeks an accounting and other equitable and injunctive relief, including an order enjoining OFI from using, diverting, or otherwise dissipating the customer funds on deposit, and any other assets pending a final judgment in this case.

PARTIES

5. Plaintiff Five-Star AudioVisual, Inc. is a corporation organized under the laws of Illinois with its principal office located at 127 Ambassador Drive, Suite 111, Naperville, Illinois 60540.

6. ONEflight International, Inc. is a Colorado corporation with its principal place of business located at 8208 Interport Boulevard, Suite 200, Englewood, Colorado 80112.

7. Ferren Rajput is the Founder and CEO of OFI. On information and belief, Rajput resides in Denver, Colorado.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §

1332(a)(1) because the matter in controversy exceeds the sum of $75,000, exclusive of interest and costs, and is between citizens of different states.

9. This Court has personal jurisdiction over Defendants because OFI is a Colorado corporation with its principal place of business in Colorado and Rajput resides and does business in Colorado.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendants have offices and conducted substantial business operations in this District that gave rise to these claims.

FACTUAL ALLEGATIONS

11. Beginning in March 2023, Five-Star began utilizing OFI's services to book private charter flights in conjunction with its business operations. Through a combination of credit card, wire, and ACH deposits with OFI, Five-Star spent close to $800,000 between March 2023 and May 2024.

12. On May 14, 2024, Five-Star entered into a ONEflight Jetclub Agreement (the "Agreement") with OFI, whereby OFI agreed to offer Five-Star "Member access to a number of Billable Flight Hours . . . in a charter aircraft as a lifetime BAJ Membership in ONEFLIGHT JETCLUB (OFJ)." A copy of the Agreement is attached as **Exhibit A**.

13. Five-Star's participation in OFI's BAJ100 Program required Five-Star to pay OFI membership dues in the amount of $160,000 for 100 usable hours of flight time, plus a $15,000 initiation fee, and an annual $2,500 maintenance fee. Such membership dues and fees were *in addition* to prepaid deposits to be used as credit toward future flight costs charged at member aircraft hourly rates.

14. Pursuant to the terms of the Agreement, Five-Star regularly purchased charter-flight services through OFI and deposited substantial funds into an account maintained by OFI for

Five-Star's benefit, which funds were intended to be used as prepaid credit toward Five-Star's future flights.

15. Over the course of the parties' relationship, Five-Star spent hundreds of thousands of dollars on OFI's services. Between May 2024 and August 2025 alone, Five-Star paid OFI $560,000.

16. Also over the course of the parties' relationship, OFI spent millions of dollars on marketing campaigns featuring high profile celebrity ambassadors, like Shark Tank's Robert Herjavec, and sponsorships of sporting events, like PGA tournaments and Formula 1 races. *See*, *e.g.*, OFI Brochures attached as **Exhibit B**.

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

18. According to public reports, OFI reported "$232 million in total revenues in 2025, up 90% year on year, crediting in part its sports sponsorships and international expansion." OneFlight 'actively addressing…financial and operations issues' "In an interview with Private Jet Card Comparisons, its founder and CEO Ferren Rajput said the company is on track for a significant increase in revenues in 2026." *Id.* Rajput knew that statement was false at the time he made it and intended OFI's customers and the public to rely on it and deposit more funds for private memberships with OFI.

19. Contrary to its public persona, however, OFI 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.

20. Public reports further suggest that OFI's CFO, Hanno Uys, a South African native,

has been in detention by U.S. Immigration and Customs Enforcement since September 3, 2026. *See id.*

21. As of September 2026, Five-Star maintained a prepaid account balance with OFI of approximately $223,078.58 with 42.3 available flight hours. *See* Five-Star's Member Account Profile, attached as **Exhibit C**.

22. Five-Star also had two fully paid future flight itineraries scheduled for September 19 and September 20, 2026.

23. When news began to surface that OFI was considering suspending flight operations while evaluating its financial and operational condition, Five-Star had serious concerns regarding OFI's ability to perform its services and safeguard customer deposits.

24. On the eve of those reports and amid rumors of OFI's financial and operational lapses, Five-Star's contact at OFI continued to solicit Five-Star to deposit additional funds for services that OFI knew it would be unable to perform.

25. On September 8, 2026, OFI's Senior Director of Sales e-mailed Five-Star's CEO, Robert Tippin as follows:

> To retain your VIP membership, the account must meet the $500,000 minimum threshold. Our Labor Day offering was the strongest promotion we have ever made available. Although it officially ended yesterday, I may still have a strong chance of getting an allocation approved based on your current VIP status and the fact that you were out of town.
> Here is the offering:
>
> - $250,000 deposit
> - $250,000 flight credit
>   - $500,000 total added to your account, with funds that never expire
> - Complimentary 10-hour Heavy Jet Card—a $150,000 value
> - Retain your VIP status

Exhibit D.

26. Following the concerning reports surrounding OFI, Five-Star repeatedly sought

information and assurances relating to:

a. the status of its prepaid balance;

b. the security and availability of its funds;

c. whether OFI would honor future flights, including those already booked and scheduled on September 19 and September 20, 2026; and

d. OFI's financial and operational condition.

27. OFI failed to respond to Five-Star's inquiries and failed to confirm performance of the scheduled September 19th and 20th flights despite Five-Star's repeated requests. Five-Star's primary contact, who just days earlier had solicited another $250,000 deposit from Five-Star, had suddenly gone radio silent.

28. The message on OFI's website states:

> 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

https://oneflight.net/

29. In the meantime, current or former OFI personnel have represented to Five-Star that OFI was ceasing operations, terminating personnel, and contemplating bankruptcy protection.

30. Based upon OFI's conduct, public reports, and OFI's failure to provide assurances of performance, Five-Star reasonably concluded that OFI was unable or unwilling to perform its services and obligations and made alternative arrangements for Five-Star's flight plans on

September 19 and September 20, 2026.

31. On September 17 and September 21, 2026, Five-Star sent OFI correspondence terminating the Agreement and its business relationship with OFI, closing its membership account, and demanding immediate return of its prepaid funds on deposit with OFI in the amount of $223,078.58. *See* **Exhibit E**.

32. OFI represents and acknowledges in both the Agreement and its e-mail communications with customers that it is "subject to the Charter Broker rules contained in 14 CFR Part 295." *See* Exhibits A and D.

33. According to those referenced Federal Regulations, which govern consumer protection in the aviation industry:

> Air charter brokers must 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

34. To date, OFI has failed and refused to return Five-Star's funds notwithstanding that it has suspended operations and has failed to service at least two flights scheduled by Five-Star.

35. As a direct and proximate result of OFI's misconduct, Five-Star has suffered damages in an amount exceeding $223,078.58, together with additional replacement flight expenses, interest, and other losses.

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

COUNT I

Breach of Contract against OFI

37. Plaintiff realleges and incorporates Paragraphs 1 through 36 above as though fully restated herein.

38. Plaintiff and Defendant entered into a valid and enforceable agreement governing the provision of prepaid flight services and customer deposits.

39. Plaintiff fully performed its obligations, including payment of membership dues, deposits, and other charges required under the parties' agreement.

40. Defendant breached the parties' agreement by, among other things:

a. failing to provide contracted services;

b. failing to provide adequate assurances that contracted services would be provided;

c. failing to make Plaintiff's prepaid funds available as required by the parties' agreement; and

d. failing to refund Plaintiff's prepaid funds on deposit after demand.

41. Plaintiff suffered damages as a direct and proximate result of Defendant's breaches.

COUNT II

Unjust Enrichment against OFI (Pled in the Alternative to Count I)

42. Plaintiff realleges and incorporates Paragraphs 2 through 11 and 15 through 30 above as though fully restated herein.

43. Plaintiff conferred substantial benefits on Defendant, including prepaid deposits and payments.

44. Defendant knowingly accepted and retained those benefits.

45. It would be unjust for Defendant to retain those benefits without providing the promised services or refunding the prepaid funds.

46. Defendant has been unjustly enriched at Plaintiff's expense.

COUNT III

Accounting against OFI

47. Plaintiff realleges and incorporates Paragraphs 1 through 36 above as though fully restated herein.

48. Defendant possesses records exclusively within its control concerning:

a. account balances;

b. deposits;

c. deductions;

d. withdrawals;

e. transfers;

f. charges;

g. disposition of customer funds; and

h. charges related to upcoming itineraries.

49. Plaintiff lacks access to such information.

50. Plaintiff made prior demand for such information, which was ignored by Defendant.

51. An accounting is necessary to determine the amount owed to Plaintiff and the disposition of its funds.

52. Defendant owes a duty to Plaintiff to account for Plaintiff's funds in Defendant's possession.

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

COUNT IV

Fraud against OFI and Rajput

54. Plaintiff realleges and incorporates Paragraphs 1 through 36 above as though fully restated herein.

55. Defendants acted in concert and intentionally concealed and/or failed to disclose material facts to OFI's customers concerning, among other things, OFI's practice of using its customers' prepaid funds for its own operational capital instead of preserving those funds in an escrow account solely to pay for future flights.

56. Defendants additionally mispresented to OFI's customers and the public at large that OFI's financial condition was stable and boasted increasing revenues in the hundreds of millions when, in reality, OFI's expenses well exceeded its revenues, it was routinely dissipating, diverting, and exhausting its customers' prepaid accounts to fund its operations and extravagant marketing endeavors, instead of protecting and preserving those funds, and that it was on the brink of insolvency and an operational shutdown.

57. Defendants had a duty to disclose those material facts and to make accurate representations to OFI's customers, including Plaintiff, about the use of their funds on account, OFI's financial condition, and its ability to continue operations.

58. Defendants intended that Plaintiff act without knowledge of those facts and continue depositing substantial funds with OFI and solicited or directed others to solicit money from Plaintiff even days before OFI announced that it was ceasing operations.

59. Plaintiff was unaware of those material facts that were concealed and otherwise misrepresented and justifiably continued to deposit significant funds with OFI with the understanding that such funds would be protected, preserved, and reserved for use on future air travel.

60. Plaintiff suffered damages as a direct and proximate result of Defendants'

concealment and misrepresentation of material facts in excess of $223,078.58, together with additional replacement flight expenses.

COUNT V

Colorado Consumer Protection Act
C.R.S. §§ 6-1-101 through 6-1-115
against OFI and Rajput

61. Plaintiff realleges and incorporates Paragraphs 1 through 36 above as though fully restated herein.

62. Defendants acted in concert and engaged in an unfair or deceptive trade practice by using, diverting, and dissipating customer funds that were supposed to be reserved for customers' flight travel, not for OFI's operations and marketing expenses.

63. This practice occurred in the course of OFI's business as a federally regulated Indirect Air Carrier/Charter Broker and in the course of Rajput's business as OFI's CEO.

64. Defendants' practice significantly impacted Plaintiff and the public as actual or potential consumers of OFI's services because it led to OFI's failure to refund customer monies on account with OFI, the suspension of OFI's operations, and the cancellation of numerous scheduled and prepaid flights with direct air carriers.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Five-Star AudioVisual Services, Inc. respectfully requests judgment entered in its favor and against Defendant ONEflight International, Inc. and, where applicable, Ferren Rajput, as follows:

A. For compensatory damages in an amount to be proven at trial but not less than $223,078.58;

B. For restitution and disgorgement of all prepaid funds;

C. For consequential damages, including replacement flight expenses;

D. For a full accounting relating to Plaintiff's funds;

E. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from further using, diverting, or dissipating Plaintiff's funds and other assets;

F. For treble the amount of actual damages established by clear and convincing evidence of Defendants' bad faith conduct pursuant to C.R.S. § 6-1-113;

G. For applicable prejudgment and post-judgment interest;

H. For costs of suit and recoverable attorneys' fees pursuant to C.R.S. § 6-1-113; and

I. For such other and further relief as the Court deems just and proper.

JURY DEMAND

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

Dated: September 22, 2026

Respectfully submitted,

FIVE-STAR AUDIOVISUAL, INC., an Illinois corporation

By: */s/ Charles Carlin*
Charles Carlin
TAFT STETTINIUS & HOLLISTER LLP
675 Fifteenth Street, Suite 2300
Denver, CO 80202
Telephone: (303) 297-2900
Facsimile: (303) 298-0940
ccarlin@taftlaw.com

Attorneys for the Plaintiff

(Admission Pending)

Kim R. Walberg
Richard Hu
TAFT STETTINIUS & HOLLISTER LLP
111 East Wacker Drive, #2600
Chicago, Illinois 60601
Telephone: (312) 527-4000
Facsimile: (312) 527-4011
kwalberg@taftlaw.com
rhu@taftlaw.com

Attorneys for the Plaintiff