UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. _____

JOHN HATHERLY, an Arizona resident; and
BLUE BIRD PARTNERS, LLC, an Arizona limited liability company,

Plaintiffs,

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;
MARK DISMUKE, a Colorado resident; and
MARK SANCHEZ, a Colorado resident,

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiffs John Hatherly ("Mr. Hatherly" or "Hatherly") and Blue Bird Partners, LLC ("Blue Bird") (Hatherly and Blue Bird, 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 ("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"); Mark Dismuke ("Dismuke"); and Mark Sanchez ("Sanchez") (Rajput, Dismuke, and Sanchez, 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 Plaintiffs 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 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 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 Plaintiffs and other customers, all while OneFlight's actual financial condition was deteriorating.

3. Between April 2024 and August 2026, Defendants — through Dismuke, OneFlight's Executive Vice President of Sales, and Sanchez, OneFlight's Managing Sales Director, acting under Dismuke's supervision — solicited Hatherly with a relentless series of "limited," "final," and same-day "bonus" offers, many of which Dismuke sent personally, and every one of which in 2026 Dismuke executed on OneFlight's behalf. When Hatherly asked Sanchez directly in 2026 whether OneFlight was a Ponzi scheme and whether it was having financial troubles, Sanchez told him: "It's not a Ponzi scheme and we are financially sound." Less

than a week before OneFlight shut down, Sanchez assured Hatherly that OneFlight was "well capitalized." Defendants knew, or recklessly disregarded, that OneFlight was in fact using new customer deposits to fund its existing obligations.

4. In reliance on Defendants' representations, Plaintiffs paid OneFlight not less than $3,465,000 between October 23, 2019 and August 28, 2026, consisting of $2,915,000 in deposits to their flight/cash accounts and $550,000 in JetCard purchases — $1,050,000 of it in the final six months before OneFlight collapsed, including $300,000 on July 28, 2026 and $150,000 on August 28, 2026, less than three weeks before OneFlight suspended all flight operations.

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 Plaintiffs 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. Plaintiffs seek to hold each of the OneFlight Entities, together with the Individual Defendants, liable for the obligations owed to them.

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

PARTIES

8. Plaintiff John Hatherly is, and at all relevant times was, a citizen and resident of the State of Arizona, residing in Scottsdale, Arizona. Hatherly is affiliated with Wynnchurch Capital, L.P., whose offices are located at 6250 North River Road, Suite 10-100, Rosemont, Illinois 60018, the address OneFlight used for him in his membership agreements.

9. Plaintiff Blue Bird Partners, LLC is an Arizona limited liability company with its principal place of business in Scottsdale, Arizona. Hatherly is Blue Bird's sole member and authorized signatory. OneFlight maintained Blue Bird's member accounts in the name "Bluebird Partners LLC."

10. Defendant ONEflight International, Inc., d/b/a BAJit, is a Colorado corporation with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Incorporated on January 24, 2013, BAJit is an affiliate of OneFlight Jets, BALCC, and Jetstyle and is the contracting party to the membership agreements and addenda 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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, 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 Plaintiffs'. Dismuke personally solicited Hatherly's deposits by email, personally sent Hatherly wire instructions, and executed, on OneFlight's behalf, every one of the 2026 agreements and addenda under which Plaintiffs made their deposits, including each of the same-day "additional consideration" addenda described below.

17. Defendant Mark Sanchez is, upon information and belief, a citizen and resident of the State of Colorado. Sanchez was OneFlight's Senior Director of Sales and, later, its Managing Sales Director, and at all relevant times worked from OneFlight's offices in Englewood, Colorado under Dismuke's supervision. Sanchez was Hatherly's principal day-to-day contact at OneFlight; he personally solicited many of Plaintiffs' deposits, transmitted to Hatherly the 2026 agreements and addenda under which Plaintiffs made their deposits, sent Hatherly OneFlight's wire instructions, and made to Hatherly the assurances described below that OneFlight was "not a Ponzi scheme," was "financially sound," and, less than a week before it shut down, was "well

capitalized." Upon information and belief, Sanchez received commissions or other compensation derived from Plaintiffs' deposits.

18. Rajput, Dismuke, and Sanchez 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

19. 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. Hatherly is a citizen of Arizona. Blue Bird is a limited liability company whose citizenship is that of its members; its sole member is Hatherly, a citizen of Arizona, and Blue Bird is therefore a citizen of Arizona. 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, Dismuke, and Sanchez are each citizens of Colorado. No Defendant is a citizen of Arizona.

20. The amount in controversy exceeds $75,000, exclusive of interest and costs, as to each Plaintiff. Hatherly seeks compensatory damages of not less than $1,210,995.19, representing his unused prepaid cash balance of $910,995.19 and the $300,000 in his funds applied to his 50 unused HC FLEX JetCard hours, and Blue Bird seeks compensatory damages of not less than

$150,000, representing its unused prepaid cash balance; in the alternative, Plaintiffs seek the return of the not less than $3,465,000 in deposits that Defendants fraudulently induced them to make, less the value of flights actually furnished. Plaintiffs further seek 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.

21. 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, Dismuke, and Sanchez 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 Plaintiffs from Colorado in furtherance of the scheme alleged herein.

22. 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 Plaintiffs' claims occurred in this District, including the solicitations directed to Plaintiffs from OneFlight's Englewood, Colorado offices and OneFlight's receipt of Plaintiffs' deposits in its bank accounts.

FACTUAL ALLEGATIONS

A. OneFlight's Business and Prepaid Membership Programs

23. 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.

24. Under OneFlight's form membership agreements, including Plaintiffs', members made 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 the fixed hourly rates protected from rate fluctuations" for as long as they maintained their accounts in good standing.

25. OneFlight's membership agreements, and the email communications OneFlight sent to Plaintiffs, 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."

26. 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

27. 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 — the same "OFI Corporate Gulfstream" aircraft that OneFlight offered Hatherly as an inducement

to deposit $300,000 in May 2026. 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' JetClub, JetCard, and Diamond Club memberships. Jetstyle provided catering services and ground transportation to and from the flights booked.

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

29. 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 Dismuke and Sanchez solicited Plaintiffs' deposits.

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

31. 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.

32. 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

33. 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]

34. OneFlight's marketing materials also emphasized OneFlight's ARGUS Certified Charter Broker and Wyvern Wingman Broker designations, representing to prospective and

[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/.

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."

35. 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, used OneFlight's celebrity and sports relationships as proof of OneFlight's legitimacy and strength, as they did with Hatherly.

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

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

[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/.

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)

38. 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.

39. 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. Upon information and belief, Sanchez, who worked under Dismuke's direct supervision and was responsible for soliciting and collecting large customer deposits, likewise knew, or recklessly disregarded, OneFlight's deteriorating financial condition, including its difficulty paying its charter operators.

40. 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.

41. Upon information and belief, throughout Plaintiffs' memberships, 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.

42. 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.

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

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

44. For years, including throughout Plaintiffs' memberships, OneFlight repeatedly solicited new and larger deposits through high-pressure, time-limited offers that promised bonus

flight hours, "free" cash credits, discounted JetCards, 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.

45. The offers made to Hatherly illustrate the point. In exchange for his deposits, OneFlight offered and gave Hatherly "cash credits," complimentary JetCards, complimentary Gulfstream trips, and, on two occasions, a one-hundred-percent match: in November 2025, a $250,000 cash match plus ten hours on a Gulfstream heavy jet in exchange for a $250,000 deposit, and in May 2026, a $300,000 "non-refundable flight credit" in exchange for a $300,000 deposit. By the time OneFlight suspended operations, its own records reflected $805,000 in promotional "flight credits" in Hatherly's name, on top of his cash balance. In 2026, OneFlight also advertised JetCards with a face value of $450,000 and $400,000 for $200,000 each, and a $250,000 JetCard for $125,000. 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.

46. OneFlight's claims of scarcity and finality were false. On December 27, 2024, Dismuke wrote Hatherly that "ALL cash credits will cease at year end and will not be available into 2025," that "[t]his is your FINAL opportunity to leverage the generous cash credit offering," and that the offer required funding "by close of business, 5:00PM MST, December 31st, 2024." OneFlight nevertheless continued offering cash credits, complimentary JetCards, and other deposit bonuses to Hatherly throughout 2025 and 2026. Likewise, OneFlight repeatedly represented that

its offers were limited to "ONLY 10 available," "Reserved for the first 10 Members," "Only 5 Available," or "the last 2 offers we have," and then continued to make the same or better offers. On May 30, 2025, Sanchez wrote that the prior weekend's offers "were such a big hit" that "our CEO" — Rajput — had "released 5 more."

47. Upon information and belief, OneFlight also repeatedly changed the bank accounts into which it directed customers to wire their deposits. Hatherly's 2024 and early 2025 deposits were directed to a First Bank account in the name of ONEflight International, Inc. ending in 8876; his deposits from June through November 2025 were directed to a different First Bank account ending in 7471; beginning in February 2026, OneFlight directed Plaintiffs' deposits to yet another account, at Column N.A., accessed through the fintech platform Brex, ending in 4236, under wire instructions titled "Wiring Instructions OFI BREX 2026"; and on August 28, 2026 — less than three weeks before OneFlight suspended operations — Sanchez sent Hatherly "the most recent wire instructions" for a different Column N.A./Brex account ending in 7164, directing him to "please ONLY use these for the $150k wire."

48. 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.

49. 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. Hatherly's own final deposit was solicited by Dismuke on August 26, 2026, and paid on August 28, 2026, less than three weeks before OneFlight suspended operations.

F. Plaintiffs' Memberships and Deposits with OneFlight

50. Hatherly became a OneFlight member on or about October 23, 2019, when he made an initial deposit of $20,000, and thereafter held a ONEflight JetClub "BAJ25" membership under OneFlight account number 2001-120995 (together with the JetClub and JetCard agreements under which Hatherly made his subsequent deposits, the "JetClub Agreement").

51. Dismuke, OneFlight's Executive Vice President of Sales, and Sanchez, OneFlight's Senior Director of Sales and later its Managing Sales Director, both of whom worked from OneFlight's offices in Englewood, Colorado, were Hatherly's points of contact at OneFlight and solicited each of Plaintiffs' deposits by telephone, email, and DocuSign. Upon information and belief, Sanchez acted at all times under the supervision of Dismuke and within the scope of his employment with OneFlight. Hatherly had hundreds of calls and emails with Dismuke and Sanchez over the course of his membership.

52. To reassure Hatherly of OneFlight's legitimacy and strength, Dismuke and Sanchez repeatedly invoked OneFlight's celebrity and sports relationships, offering Hatherly complimentary Super Bowl tickets with a round-trip flight, Formula 1 tickets, a spot in a PGA TOUR Pro-Am, and the opportunity to play golf with Robert Herjavec or to have dinner with Kevin O'Leary on a boat, and referring to OneFlight's relationships with the McLaren Formula 1 team, the PGA TOUR, the Myrtle Beach Classic, TGL, Tiger Woods, Kurt Russell, and Kevin

Costner. Hatherly reasonably understood that these prominent individuals and organizations had vetted OneFlight, and that understanding contributed to his decision to deposit and to leave money with OneFlight.

53. Hatherly made each of the deposits described below in reliance on Defendants' representations, and would not have made any of them had he known that OneFlight might be unable to honor his prepaid balance.

1. The 2019–2023 Deposits ($1,210,000)

54. Between October 23, 2019 and December 27, 2023, at OneFlight's solicitation, Hatherly made the following deposits with OneFlight, totaling $1,210,000:

(a) October 23, 2019 — $20,000;

(b) January 31, 2020 — $65,000;

(c) October 30, 2020 — $20,000;

(d) January 29, 2021 — $10,000;

(e) March 5, 2021 — $25,000;

(f) May 7, 2021 — $100,000;

(g) May 24, 2021 — $25,000;

(h) July 20, 2021 — $95,000;

(i) October 8, 2021 — $75,000;

(j) October 13, 2021 — $75,000;

(k) July 22, 2022 — $100,000;

(l) November 7, 2022 — $100,000;

(m) April 6, 2023 — $100,000;

(n) June 26, 2023 — $100,000;

(o) July 20, 2023 — $100,000; and

(p) December 27, 2023 — $200,000.

2. The 2024 Deposits ($250,000)

55. On or about April 25, 2024, at OneFlight's solicitation, Hatherly wired OneFlight $150,000, copying Dismuke on his instructions for the wire. On or about August 20, 2024, Hatherly wired OneFlight an additional $100,000. Each deposit was wired to OneFlight's First Bank account ending in 8876.

3. Dismuke's "FINAL CASH CREDIT OFFER" and the January 2025 Deposit ($100,000)

56. In December 2024, Dismuke bombarded Hatherly with time-limited offers. On December 1–2, 2024, Dismuke offered discounted "CYBER MONDAY" JetCards, writing "These are going quickly!" On December 13, 2024, under the subject line "ONE REMAINING - JetCard + $75,000 discount," Dismuke offered a $250,000 JetCard for $175,000, stating that OneFlight had started with an allocation of ten and was "down to one this morning." On December 27, 2024, under the subject line "FINAL CASH CREDIT OFFER ENDED," Dismuke wrote that "ALL cash credits will cease at year end and will not be available into 2025," that a 25% credit was available "in increments of $100k, up to a maximum of $400k," and that "your funds and the credit stay on account to use towards any future flight cost and NEVER expire."

57. On January 3, 2025, Dismuke personally emailed Hatherly OneFlight's "** WIRE INSTRUCTIONS **," and, in reliance on Defendants' representations, Hatherly wired OneFlight $100,000 that day.

4. The February 2025 Deposit ($200,000)

58. On February 21, 2025, at OneFlight's solicitation, Hatherly wired OneFlight $200,000. Sanchez confirmed receipt that day, writing, "Let me know anytime you need my help with upcoming trips, I'm always available."

5. The June 2025 Mid-Size JetCard ($155,000)

59. On May 25 and May 30, 2025, Sanchez offered Hatherly a "COMPLIMENTARY 10 Hour MID Size JetCard" if he would "[r]eplenish [his] flight/cash account with $100,000," stating "We released a very limited number of these, available now, first come, first served," and then that the offers "were such a big hit last weekend, our CEO released 5 more this afternoon to close out the month." On June 1, 2025, Sanchez offered a complimentary "6 HR Corporate Gulfstream 'Blackjet' trip" for every $100,000 deposited. On June 3, 2025, Sanchez offered a 25-hour Mid-size JetCard for $155,000, stating "ONLY 10 available today," and on June 9, 2025, Dismuke followed up with "heavily discounted HOURLY JetCard options," urging Hatherly to "[c]ontact me tonight on any of these very limited offerings."

60. In reliance on Defendants' representations, on June 10, 2025, Hatherly wired OneFlight $155,000 for a 25-hour Mid-size JetCard, copying Sanchez on his wire instructions.

6. The August and November 2025 Deposits ($400,000)

61. On August 5, 2025, at OneFlight's solicitation, Hatherly wired OneFlight $150,000, copying both Sanchez and Dismuke on his wire instructions. On November 28, 2025 — the day after Thanksgiving — in exchange for OneFlight's promise of a $250,000 cash match and a complimentary ten-hour Gulfstream heavy jet "BlackJet Card," Hatherly wired OneFlight an additional $250,000 to its First Bank account ending in 7471, copying Sanchez on his wire instructions.

7. The February 2026 Deposit ($100,000)

62. On February 17, 2026, at OneFlight's solicitation, Hatherly caused $100,000 to be wired to OneFlight from Blue Bird's account, referenced to Hatherly's OneFlight account, at a new OneFlight account at Column N.A. accessed through Brex.

8. Blue Bird's March 2026 JetCard ($150,000)

63. On March 21, 2026, OneFlight emailed Hatherly an offer for a "Complimentary 15-Hour Super-Mid JetCard," stating "Only 10 Available." When Hatherly asked for details on March 23, 2026, Sanchez responded that the offer was "very simple, deposit $150k into your cash account, of course it is yours to fly on and NEVER expires, we will give you 15 complimentary hours on a Super-mid that you can use anytime in the future!" — and that Hatherly should act quickly to get "one of these last 2 offers we have!" Hatherly asked that the membership be set up in Blue Bird's name.

64. On March 23–24, 2026, Blue Bird entered into a "ONEFLIGHT JETCARD MEMBERSHIP (150K)" agreement with OneFlight (the "Blue Bird Agreement"), executed on OneFlight's behalf by Dismuke as "Executive Vice President of Sales." The Blue Bird Agreement provided that Blue Bird would make a "non-refundable initial funds deposit in the amount of one hundred fifty thousand US Dollars (US $150,000) into Member's OFJ account as pre-payment for flights up to but not exceeding the available Member balance," and that "OFI agrees to provide flights up to but not exceeding the available Member balance." As "additional consideration," OneFlight agreed to give Blue Bird 15 complimentary Super Mid hours, but only "if Member executes this agreement upon receipt and makes a non-refundable deposit of $150,000 for JetCard Membership before 3:00PM MST March 24th, 2026." A copy of the Blue Bird Agreement is attached as Exhibit D.

65. In reliance on Defendants' representations, Blue Bird deposited $150,000 with OneFlight on or about March 24, 2026. Within days, OneFlight was again offering JetCards to its customers, including a "$450,000 JetCard" for $200,000 on March 28, 2026 and a "$400,000 JetCard" for $200,000 on March 30, 2026, each touted as "Limited Availability," and on March 31, 2026 it announced that it would "buy back your JetCard hours."

9. The May 2026 Diamond Club Agreement ($300,000)

66. In April 2026, OneFlight introduced its "Diamond Club," offering a "Complimentary roundtrip: U.S. to Europe or Hawaii," and later "Complimentary Flight Credits $150,000," each "Reserved for the first 10 Members." On May 4, 2026, Sanchez transmitted to Hatherly, through DocuSign, a ONEFLIGHT DIAMOND CLUB AGREEMENT executed on OneFlight's behalf by Dismuke. The Diamond Club Agreement required a "non-refundable initial funds deposit in the amount not less than three hundred thousand US Dollars (US $300,000) into Member's account as pre-payment for charter flights up to but not exceeding the available Member funds balance," and provided that "OFI agrees to provide charter flights up to but not exceeding the available Member funds balance."

67. The accompanying "ADDENDUM 1 – ONEflight Club Agreement – Additional Consideration," also executed by Dismuke, provided that if Hatherly executed the agreement "upon receipt today, May 4th, 2026 and submits a $300,000 non-refundable deposit to Member's new Diamond Club flight account before 3:00PM MDT, May 5th, 2026," OneFlight would convert his BAJ25 account to the Diamond Club, transfer his existing funds to the new account, and provide "one complimentary round trip on an OFI Corporate Gulfstream" to Western Europe or Hawaii.

68. On the morning of May 5, 2026, Hatherly, who was in a dentist's chair for most of the day, asked Sanchez whether he could instead receive the $300,000 account credit that, he understood, another Diamond Club member had received. Sanchez promptly responded: "Yes, that is absolutely an option for you! I will change the addendum to reflect the $300k credit." Minutes later, Sanchez pressed Hatherly: "I realize that you are in the dentist chair for a while today (hope everything is okay!), but can you still wire today? I know that Mark Dismuke will be asking me."

69. OneFlight then reissued the Diamond Club Agreement and Addendum 1, executed by Dismuke, providing that, upon Hatherly's $300,000 deposit before 3:00 p.m. MDT that day, "Member will receive a $300,000 non-refundable flight credit from OFI" (together, the "Diamond Club Agreement"). In reliance on Defendants' representations, Hatherly executed the Diamond Club Agreement and, on May 5, 2026, wired $300,000 to OneFlight under its "Wiring Instructions OFI BREX 2026." A copy of the Diamond Club Agreement is attached as Exhibit A.

10. The May 27, 2026 Addendum ($150,000)

70. On May 27, 2026, Sanchez transmitted to Hatherly, through DocuSign, a document titled "HATHERLY CASH CREDIT Addendum - Additional Consideration," executed on OneFlight's behalf by Dismuke (the "May 27 Addendum"). The May 27 Addendum provided that, if Hatherly "executes this addendum upon receipt and makes a non-refundable payment of $150,000 on May 27, 2026 to Member's Diamond Club flight account," he would receive an upgraded aircraft on a trip departing the next day. In reliance on Defendants' representations, Hatherly executed the May 27 Addendum, which DocuSign recorded as completed at 3:06 p.m. on May 27, 2026, and paid OneFlight $150,000.

11. The July 28, 2026 JetCard and Addendum ($300,000)

71. On July 28, 2026, Sanchez transmitted to Hatherly, through DocuSign, a "ONEFLIGHT 40 HOUR JETCARD MEMBERSHIP — LIGHT/SUPER MID JETS" agreement and an "ADDENDUM 1 – Additional Consideration," each executed on OneFlight's behalf by Dismuke (together, the "July 28 JetCard Agreement"). The July 28 JetCard Agreement provided that, if Hatherly "executes this addendum upon receipt, today, July 28th, 2026, making a non-refundable deposit of $5,000 via American Express to secure limited offer, and a final payment of $295,000 to Member's Diamond flight account before 12:00PM MST July 30, 2026," OneFlight

would provide him "20 Hours on a Light Jet and 20 Hours on Super Mid Jet as complimentary." A copy of the July 28 JetCard Agreement is attached as Exhibit B.

72. By that time, Hatherly had asked Sanchez directly whether OneFlight was a Ponzi scheme and whether it was having financial troubles, and had been told, "It's not a Ponzi scheme and we are financially sound," as described below. In reliance on Defendants' representations, Hatherly executed the July 28 JetCard Agreement that day and, also on July 28, 2026, caused the full $300,000 to be wired to OneFlight's Column N.A./Brex account ending in 4236 from Blue Bird's account, referenced to Hatherly's OneFlight account, copying Sanchez on his wire instructions.

12. Dismuke's August 26, 2026 "Rate Lock" and the HC FLEX JetCard ($150,000)

73. On August 26, 2026 — less than three weeks before OneFlight suspended all flight operations — Dismuke emailed Hatherly, copying Sanchez, under the subject line "Rate lock to 2028 = $150k," marked "Importance: High": "John, I've got an approval to provide you protection and lock your current 2026 rates until January 1st, 2028. You deposit $150,000 to your flight/cash account and you'll receive this rate lock on your Diamond account. We're only doing for a few member's first come, first served. Please call Mark or I ASAP if you want to secure this now."

74. OneFlight then transmitted to Hatherly a "ONEFLIGHT HC FLEX JETCARD" agreement, executed on OneFlight's behalf by Dismuke (the "HC FLEX Agreement"), for a 25-hour JetCard at a "one-time Non-Refundable purchase price in the amount of $150,000.00." The HC FLEX Agreement required Hatherly to execute it "upon receipt today, August 26th, 2026, making a $5,000 non-refundable deposit on American Express to secure limited offer, and makes a non-refundable payment of $145,000 before 12:00PM MST, August 27, 2026," and further provided that OneFlight "will convert $150,000 from Member's Diamond flight/cash account to

an additional 25 FLEX JetCard hours." The HC FLEX Agreement promised that OneFlight "is obligated to continue to provide Aircraft comparable to those available at the date of this Agreement" through September 1, 2030. A copy of the HC FLEX Agreement is attached as Exhibit C.

75. On the morning of August 28, 2026, Sanchez emailed Hatherly new wire instructions for a different Column N.A./Brex account, ending in 7164, writing: "Attached are the most recent wire instructions, please ONLY use these for the $150k wire." In reliance on Defendants' representations, Hatherly executed the HC FLEX Agreement and, on August 28, 2026, wired OneFlight $150,000. OneFlight also converted $150,000 of Hatherly's existing Diamond Club cash balance into JetCard hours, so that $300,000 of Hatherly's funds was committed to 50 HC FLEX JetCard hours that he never used.

76. The JetClub Agreement, the Diamond Club Agreement, the May 27 Addendum, the July 28 JetCard Agreement, and the HC FLEX Agreement, as supplemented by the promotional terms described above, are referred to collectively as the "Hatherly Agreements." The Hatherly Agreements and the Blue Bird Agreement are referred to collectively as the "Agreements."

13. Direct Questions About a Ponzi Scheme, and Repeated Assurances

77. In several conversations in 2026, Hatherly asked Sanchez, in substance, 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, whether it was having difficulty paying its aircraft operators and vendors, whether it was at risk of shutting down or filing for bankruptcy, and whether it was operating like a Ponzi scheme. Hatherly asked, in words or

substance: "Is this a Ponzi scheme, and are you having financial troubles?" Sanchez answered, in words or substance: "It's not a Ponzi scheme and we are financially sound."

78. In connection with OneFlight's 2026 solicitations, Sanchez also told Hatherly that his money was safe and that OneFlight was going public, and Defendants pressured Hatherly to act immediately. In September 2026, less than a week before OneFlight suspended its operations, Sanchez again assured Hatherly that OneFlight was "well capitalized." That statement was false: within days, OneFlight suspended all flight operations, and, upon information and belief, it was by then unable to pay the charter operators that flew its customers. No Defendant, and no one acting on OneFlight's behalf, ever disclosed to Hatherly that OneFlight was using new customer deposits to fund existing obligations, or that it was experiencing any financial or operational difficulty.

79. Each of OneFlight's offers to Plaintiffs was presented as a special, limited deal of which only a handful remained, that required immediate action and senior-management approval, and that required Plaintiffs to sign and pay the same day or within hours. Each was accompanied by assurances that Plaintiffs' money stayed on account for future flights and "NEVER expires." Between October 23, 2019 and August 28, 2026, Plaintiffs paid OneFlight not less than $3,465,000 in deposits.

14. Solicitations Through the Final Weeks

80. Defendants continued to solicit Plaintiffs for additional money until the very end. In 2026 alone, OneFlight sent Hatherly dozens of solicitations for discounted JetCards, complimentary flight hours, and flight credits, including its June 22, 2026 "Diamond Club JetCard | Final Closeout" offering "$250,000" in "Complimentary Flight Credits," its August 3, 2026 offer of a "30-Hour Gulfstream Heavy JetCard" for $250,000 ("Only 5 Available"), and Dismuke's

August 26, 2026 "Rate lock" solicitation. Even in OneFlight's final weeks, Defendants offered Hatherly complimentary flights if he would make additional deposits.

81. None of those solicitations, and none of Sanchez's assurances, including his assurance less than a week before the shutdown that OneFlight was "well capitalized," disclosed OneFlight's true financial condition, its inability to pay its charter operators, or its imminent shutdown. In reliance on Defendants' continued assurances that his money was safe and that OneFlight was financially sound, Hatherly made the July and August 2026 deposits described above, and Plaintiffs left their existing prepaid balances on deposit with OneFlight and did not seek their return.

82. 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 Plaintiffs that OneFlight's chief financial officer had been detained, or any other concern regarding the officer responsible for OneFlight's finances.

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

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

84. 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

[3]See Gollan, supra note 2.

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

85. 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

86. 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.

87. Hatherly learned that OneFlight had suspended operations on September 16, 2026, when a friend and fellow OneFlight Diamond Club member called him from an airport to report that the aircraft OneFlight had booked for him had not appeared. Before that time, Plaintiffs 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.

88. 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.

89. At the time OneFlight suspended its operations, OneFlight's own member portal reflected the following unused balances in Plaintiffs' accounts: (a) in Hatherly's Diamond Club account (No. 2001-120995), a prepaid cash balance of $910,995.19; (b) in Hatherly's Flight Credits account (No. 2605-020763), promotional flight credits of $805,000; (c) in Hatherly's HC FLEX JetCard account (No. 2608-084272), 50.0 unused flight hours; (d) in Hatherly's complimentary 20-hour Light and Super Mid JetCard accounts (Nos. 2607-019300 and 2607-019301), 20.0 and 12.3 unused flight hours, respectively; (e) in Hatherly's 25-hour Mid JetCard account (No. 2506-056915), 1.1 unused flight hours; (f) in Hatherly's complimentary BlackJet Card account (No. 2511-097120), 2.0 unused flight hours; (g) in Blue Bird's JetCard account (No. 2603-054555), a prepaid cash balance of $150,000; and (h) in Blue Bird's complimentary Super Mid JetCard account (No. 2603-054556), 15.0 unused flight hours. Plaintiffs' account records were maintained in OneFlight's BAJit application and online portal and in OneFlight's internal records.

90. OneFlight has not refunded any of Plaintiffs' prepaid funds. Under 14 C.F.R. § 295.26, OneFlight, as an air charter broker, is required to make prompt refunds of all monies paid for charter air transportation that cannot be performed, and to do so within 20 days after receiving a complete refund request for cash and check purchases. After the shutdown, Hatherly called Sanchez on September 20, 2026 regarding his account and the return of Plaintiffs' funds. On September 21, 2026, Sanchez returned the call and left Hatherly a voicemail asking Hatherly to call him. On September 22, 2026, Hatherly called Sanchez back and reached his voicemail. Sanchez never returned that call. OneFlight has not refunded any portion of Plaintiffs' funds.

Plaintiffs hereby demand, 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 Plaintiffs prepaid, and, upon information and belief, lacks the intention and the means to refund Plaintiffs' funds, such that any further demand would be futile. 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.

91. The integration and "non-reliance" provisions, if any, 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 any such provisions, were procured by Defendants' fraud.

92. 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.

93. As a direct and proximate result of Defendants' conduct described herein, Hatherly has been damaged in an amount to be proven at trial, but not less than $1,210,995.19, representing his unused prepaid cash balance of $910,995.19 and the $300,000 of his funds committed to his 50 unused HC FLEX JetCard hours, together with the lost value of his other unused flight hours and promotional credits; and Blue Bird has been damaged in an amount to be proven at trial, but not less than $150,000, representing its unused prepaid cash balance, together with the lost value of its unused flight hours. In the alternative, Plaintiffs are entitled to recover the not less than $3,465,000 in deposits that Defendants fraudulently induced them to make, less the value of the flights actually furnished to them.

FIRST CLAIM FOR RELIEF

(Fraud / Fraudulent Inducement — Ponzi Scheme)
(By All Plaintiffs Against All Defendants)

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

95. Defendants, acting in concert, made false representations of material fact to Plaintiffs and others on repeated occasions between at least 2024 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, endorsed by prominent celebrities and sports organizations, that reported $232 million in revenue in 2025, projected significant revenue growth in 2026, and was going public, 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 by Sanchez, made in response to Hatherly's direct inquiries in 2026, that OneFlight was "not a Ponzi scheme" and was "financially sound," and that Plaintiffs' money was safe, and Sanchez's representation, less than a week before OneFlight suspended operations, that OneFlight was "well capitalized";

(c) representations that members' prepaid deposits would be held for their benefit, "stay on account to use towards any future flight cost," and "NEVER expire," and would be applied toward future flights at guaranteed fixed 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;

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

(e) representations that OneFlight's "bonus," "final," and other time-limited offers were special, limited deals available to only a handful of members and approved by senior management, and that Plaintiffs needed to sign and pay immediately to secure them, including Dismuke's December 27, 2024

representation that "ALL cash credits will cease at year end," Sanchez's March 23, 2026 representation that Blue Bird's offer was one of "the last 2 offers we have," Dismuke's August 26, 2026 representation that his "rate lock" was available to "only . . . a few member[s]," and the same-day deadlines contained in each addendum that Dismuke executed; and

(f) representations made to Plaintiffs between June and September 2026 that their money was safe and that OneFlight was financially sound, made to induce Plaintiffs to make further deposits and to leave their existing balances on deposit.

96. 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 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.

97. Defendants continued to solicit and accept substantial deposits from Plaintiffs 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.

98. 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.

99. Plaintiffs reasonably and justifiably relied on Defendants' representations. Hatherly specifically asked whether OneFlight was a Ponzi scheme and whether it was having financial troubles, and Defendants answered those inquiries with affirmative assurances and with demands that he pay immediately. In reliance, Plaintiffs deposited not less than $3,465,000 with OneFlight

with the understanding that such funds would be protected, preserved, and reserved for use on future air travel, and left their remaining balances on deposit rather than seek their return.

100. As a direct and proximate result of Defendants' fraudulent conduct, Hatherly has suffered damages in an amount to be proven at trial, but not less than $1,210,995.19, and Blue Bird has suffered damages in an amount to be proven at trial, but not less than $150,000.

101. 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)
(By All Plaintiffs Against All Defendants)

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

103. 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 Hatherly specifically and repeatedly inquired about those matters, and because Defendants' representations regarding OneFlight's size, solvency, stability, and the safety of Plaintiffs' money were misleading absent disclosure of OneFlight's actual condition.

104. 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 Plaintiffs and others to continue making deposits and to leave their existing deposits on account.

105. 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.

106. 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, and would not have left their balances on deposit, had those facts been disclosed.

107. 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)
(By All Plaintiffs Against All Defendants)

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

109. 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 Plaintiffs' deposits, and OneFlight's ability to perform its obligations.

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

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

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

FOURTH CLAIM FOR RELIEF

(Civil Conspiracy)
(By All Plaintiffs Against All Defendants)

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

114. Rajput, Dismuke, and Sanchez, 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 Plaintiffs, through false urgency and false assurances while concealing OneFlight's true financial condition, using new deposits to fund pre-existing obligations, and moving customer funds among the OneFlight Entities and to Rajput.

115. 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.

116. 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)
(By All Plaintiffs Against BAJit, and Against OneFlight Jets, BALCC, and Jetstyle as Its Alter Egos)

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

118. Hatherly and BAJit entered into the Hatherly Agreements, and Blue Bird and BAJit entered into the Blue Bird Agreement, each of 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 Plaintiffs' behalf, to credit Plaintiffs' accounts with the flight hours and cash credits promised in exchange for their deposits, and to maintain Plaintiffs' prepaid deposits for application towards future flights.

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

120. 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 maintain Plaintiffs' prepaid account balances, flight hours, and credits for their benefit as contemplated by the Agreements;

(c) failing to provide charter flights up to Plaintiffs' available funds balances;

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

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

(f) failing to make Plaintiffs' prepaid funds available as required by the Agreements;

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

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

121. 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.

122. As a direct and proximate result of BAJit's breaches, Hatherly has suffered damages in an amount to be proven at trial, but not less than $1,210,995.19, and Blue Bird has suffered damages in an amount to be proven at trial, but not less than $150,000.

SIXTH CLAIM FOR RELIEF

(Civil Theft, Colo. Rev. Stat. § 18-4-405)
(By All Plaintiffs Against All Defendants)

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

124. 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.

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

126. 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)
(By All Plaintiffs Against BAJit, OneFlight Jets, BALCC, Jetstyle, and Rajput)

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

128. 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.

129. 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, 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.

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

131. 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)
(By All Plaintiffs Against BAJit)

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

133. Plaintiffs conferred substantial monetary benefits on BAJit, including prepaid deposits for flights.

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

135. 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.

136. 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)
(By All Plaintiffs Against OneFlight Jets, BALCC, and Jetstyle)

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

138. OneFlight Jets, BALCC, and Jetstyle are not parties to the Agreements.

139. Upon information and belief, Plaintiffs' 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.

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

141. 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 Plaintiffs 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.

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

143. OneFlight Jets, BALCC, and Jetstyle 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)
(By All Plaintiffs Against Rajput, Dismuke, and Sanchez)

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

145. Rajput, Dismuke, and Sanchez are not parties to the Agreements.

146. Plaintiffs conferred substantial monetary benefits on OneFlight, including prepaid deposits for flights, which were subsequently used to pay Rajput's, Dismuke's, and Sanchez'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 entities he or his family members own or control, including Jetstyle, for his personal benefit.

147. Rajput, Dismuke, and Sanchez 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.

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

149. Rajput, Dismuke, and Sanchez 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.)
(By All Plaintiffs Against All Defendants)

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

151. 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 Plaintiffs and other consumers to enter into those transactions, in violation of Colo. Rev. Stat. § 6-1-105(1)(u).

152. 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.

153. Defendants' practices significantly impacted the public as actual or potential consumers of OneFlight's services because, upon information and belief, Defendants marketed and sold the same prepaid flight-hour products using the same or similar representations and sales tactics to numerous other customers in addition to Plaintiffs — including through mass-marketing emails offering the same "limited" promotions to OneFlight's entire membership — 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.

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

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

156. 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)
(By All Plaintiffs Against BAJit, OneFlight Jets, BALCC, and Jetstyle)

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

158. 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, including the conversion of Hatherly's Diamond Club cash balance to JetCard hours;

(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.

159. Plaintiffs lack access to such information, which OneFlight maintained in its BAJit application, online portal, and internal records.

160. An accounting is necessary to determine the amounts owed to Plaintiffs and the disposition of their funds.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs John Hatherly and Blue Bird Partners, LLC 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; BALCC Holdings, LLC, d/b/a ONEflight International; Jetstyle Concierge, Inc.; Ferren Rajput; Mark Dismuke; and Mark Sanchez, jointly and severally where applicable, as follows:

A. Awarding Hatherly compensatory damages in an amount to be proven at trial, but not less than $1,210,995.19, and Blue Bird compensatory damages in an amount to be proven at trial, but not less than $150,000, or, in the alternative, the return of the deposits Defendants fraudulently induced Plaintiffs to make, less the value of flights actually furnished;

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, BALCC, and Jetstyle, and holding Rajput, OneFlight Jets, BALCC, and Jetstyle 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: November 9, 2026.

Respectfully submitted,

SUSAN J. COFANO

/s/ Susan J. Cofano
Susan J. Cofano, CA Atty. Reg. No. 149921*
Law Offices of Susan J. Cofano
574 Cobble Drive, Montrose, CO 81403
Tel: 415.497.7840 Facsimile: 877.946.3702
Email: susan@LOSJC-law.com
(*Admitted in California and the
United States District Court for the District of
Colorado)
Counsel to the Plaintiffs

DANIEL J. LOWENBERG

/s/ Daniel J. Lowenberg
Daniel J. Lowenberg, CO Atty. Reg. No. 37262
Lowenberg Trial & Litigation, LLC
144 S. Uncompahgre Avenue, Montrose, CO 81401
Tel: 970.240.2812
Email: daniel@lowenberglegal.com
Counsel to the Plaintiffs

Plaintiffs' addresses:
John Hatherly, 9701 E. Happy Valley Road, #19, Scottsdale, AZ 85255
Blue Bird Partners, LLC, 9701 E. Happy Valley Road, #19, Scottsdale, AZ 85255