

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

MARK HEIMBOUCH	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	Civil Action No.
	)	
ONEFLIGHT INTERNATIONAL,	)	
INC., 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; FERREN	)	
RAJPUT, an individual; MARK	)	
DISMUKE, an individual; MARK	)	
SANCHEZ, an individual; and	)	
ROBERT HERJAVEC, an individual,	)	
	)	
<i>Defendants.</i>	)	

COMPLAINT AND JURY DEMAND

Plaintiff Mark Heimbouch (“Plaintiff” or “Heimbouch”), by and through undersigned counsel, hereby submits this First Amended Complaint and Jury Demand for damages and equitable relief against Defendants ONEflight International, Inc. (“OFI”), ONEflight Jets, Inc. (“ONEflight Jets”), BALCC Holdings, LLC (“BALCC”) (collectively, the “ONEflight Corporate Entities”), Ferren Rajput (“Rajput”), Mark Dismuke (“Dismuke”), Mark Sanchez (“Sanchez”), and Robert Herjavec (“Herjavec”) (all collectively, “Defendants”), and in support thereof respectfully alleges as follows:

NATURE OF THE ACTION

1. This civil action arises out of Defendants' fraudulent scheme, civil conspiracy, fraudulent inducement, deceptive trade practices, conversion, statutory civil theft, and breach of contract in connection with prepaid private aviation charter broker services.

2. OFI and its interrelated corporate alter egos, operating as federally regulated indirect air carriers and charter brokers under 14 C.F.R. Part 295, along with OFI's Founder, Chief Executive Officer, and controlling principal Ferren Rajput, Executive Vice President of Sales Mark Dismuke, Vice President of Sales Mark Sanchez, and celebrity business mogul, equity partner, and official brand ambassador Robert Herjavec, aggressively marketed, promoted, and sold private aviation jet-card memberships and prepaid flight deposits requiring consumers to remit hundreds of thousands of dollars upfront.

3. Defendants induced consumers, including Plaintiff, to execute membership contracts and deposit massive sums under express promises that their deposited funds would be safely preserved, held in dedicated accounts, and drawn down exclusively to arrange private charter flights with certified direct air carriers at guaranteed locked hourly rates.

4. In truth and in fact, Defendants operated an illicit, Ponzi-like cash kiting scheme. Rather than segregating, protecting, or reserving customer funds for contracted charter transportation, Defendants commingled consumer deposits into general operating and affiliate accounts, diverting and exhausting those funds to satisfy preexisting

obligations to earlier depositors and unpaid charter operators, finance executive perquisites and Rajput's compensation, and underwrite multi-million-dollar celebrity marketing blitzes, luxury sports sponsorships (including the McLaren Formula 1 team, PGA TOUR tournaments, and TGL golf league), and lucrative endorsement deals—prominently featuring Robert Herjavec.

5. Defendant Robert Herjavec—famed television personality, celebrity investor on ABC's *Shark Tank*, and high-profile entrepreneur—did not merely serve as a passive paid spokesperson. Herjavec entered into an extensive promotional and equity partnership with OFI, actively holding himself out as a bona fide user, client, equity stakeholder, and national ambassador of ONEflight. Herjavec lent his significant personal and professional reputation for business acumen, due diligence, and financial trustworthiness to ONEflight, appearing in national commercials, promotional videos, print and digital advertising campaigns, social media blitzes, and press releases explicitly assuring prospective jet card purchasers that ONEflight was the premier, trustworthy, and financially sound choice in private aviation.

6. Plaintiff Mark Heimbouch saw and actively relied upon Robert Herjavec's high-profile, continuous promotion and personal endorsement of ONEflight. Herjavec's public imprimatur and active promotion instilled confidence in Plaintiff regarding ONEflight's fiscal stability, operational legitimacy, and safety, directly inducing Plaintiff to enter into jet-card contracts with OFI and entrust substantial deposits totaling hundreds of thousands of dollars to the enterprise.

7. Between September 11 and September 15, 2026, while OFI was undergoing catastrophic operational collapse, facing widespread defaults and mutiny by direct air carriers refusing to fly due to hundreds of thousands of dollars in delinquent payables, and following the federal immigration detention of its Chief Financial Officer, Defendants Rajput, Dismuke, and Sanchez orchestrated and executed an urgent, deceptive solicitation campaign targeting Plaintiff.

8. Defendant Dismuke affirmatively and falsely represented to Plaintiff that ONEflight was “cash flow positive,” “doing great,” and experiencing “tremendous growth,” urging him to take advantage of an urgent, manufactured deadline to lock in hourly rates through December 2027. Relying upon these specific representations, as well as the overarching assurances of financial stability generated by Herjavec’s endorsements and Rajput’s public statements, Plaintiff was induced on September 15, 2026, to wire an additional \$95,000 to OFI, bringing his unreturned funds on deposit with OFI to not less than \$741,456.23741,456.23.

9. The very next morning, September 16, 2026, OFI abruptly suspended all flight operations, terminated its staff, shut down its online booking portal and mobile application (BAJit), and left customer itineraries stranded. When Plaintiff promptly rescinded the agreement and demanded the immediate return of his funds, and sought a banking recall of the \$95,000 wire, Defendants did not respond to his request to return his money.

10. Plaintiff brings this action against Defendants for: (1) Breach of Contract (against the ONEflight Corporate Entities); (2) Fraud, Fraudulent Inducement, and Fraudulent Concealment (against all Defendants); (3) Deceptive Trade Practices under the Colorado Consumer Protection Act (“CCPA”), C.R.S. §§ 6-1-101 et seq. (against all Defendants); (4) Civil Conspiracy (against all Defendants); (5) Conversion (against the ONEflight Corporate Entities, Rajput, Dismuke, and Sanchez); (6) Civil Theft pursuant to C.R.S. § 18-4-405 (against the ONEflight Corporate Entities, Rajput, Dismuke, and Sanchez); (7) Unjust Enrichment, pled in the alternative (against all Defendants); (8) Equitable Accounting (against the ONEflight Corporate Entities); and (9) Rescission and Declaratory Relief (against the ONEflight Corporate Entities, Rajput, Dismuke, and Sanchez).

11. Plaintiff seeks compensatory damages of not less than \$741,456.23, statutory treble damages of \$2,224,368.69.00 under C.R.S. § 18-4-405 and/or C.R.S. § 6-1-113, punitive damages, restitution, reasonable attorney fees, costs, and provisional injunctive relief.

JURISDICTION AND VENUE

12. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and complete diversity of citizenship exists between Plaintiff and all Defendants.

13. Plaintiff Mark Heimbouch is an individual residing in Wilson, Wyoming, and is a citizen of the State of Wyoming.

14. Defendant ONEflight International, Inc. is a corporation organized and existing under the laws of Colorado with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. OFI is a citizen of Colorado.

15. Defendant ONEflight Jets, Inc., d/b/a ONEflight International, is a corporation organized and existing under the laws of Colorado with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. ONEflight Jets is a citizen of Colorado.

16. Defendant BALCC Holdings, LLC, d/b/a ONEflight International, is a limited liability company organized and existing under the laws of Colorado with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Upon information and belief, BALCC's sole member is Defendant Ferren Rajput, a citizen of Colorado. BALCC is a citizen of Colorado.

17. Defendant Ferren Rajput is an individual who resides in Denver, Colorado, and is a citizen of the State of Colorado.

18. Defendant Mark Dismuke is an individual who resides in Colorado, and upon information and belief is a citizen of the State of Colorado.

19. Defendant Mark Sanchez is an individual who resides in Colorado, and upon information and belief is a citizen of the State of Colorado.

20. Defendant Robert Herjavec is an individual who, upon information and belief, is a citizen and resident of either the State of Florida, California, or Canada, and is not a citizen of the State of Wyoming.

21. This Court has personal jurisdiction over the ONEflight Corporate Entities, Rajput, Dismuke, and Sanchez because each entity and individual resides in, is incorporated in, maintains headquarters in, and/or conducted and purposefully directed the tortious, fraudulent, and contractual acts from the State of Colorado.

22. This Court has personal jurisdiction over Defendant Robert Herjavec pursuant to Colo. Rev. Stat. § 13-1-124 because Herjavec purposefully availed himself of the privilege of conducting business in Colorado by entering into commercial endorsement, equity, and marketing agreements with Colorado-based ONEflight; purposely created and directed nationwide promotional campaigns and endorsements produced by and for a Colorado corporate enterprise headquartered in this District; derived substantial pecuniary benefits, fees, and/or equity interests from Colorado entities; and transacted business and committed tortious conduct causing injury within and originating from the State of Colorado.

23. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (b)(2) because Defendants OFI, ONEflight Jets, BALCC, Rajput, Dismuke, and Sanchez reside in this District, and a substantial part of the events, transactions, communications, and omissions giving rise to the claims occurred in this District.

PARTIES AND PROPERTY

24. Plaintiff Mark Heimbouch is an individual citizen of Wyoming who entered into private aviation membership contracts and entrusted substantial funds to ONEflight.

25. Defendant OFI is a Colorado corporation operating as an air charter broker under 14 C.F.R. Part 295 with its principal place of business in Englewood, Colorado.

26. Defendant ONEflight Jets is a Colorado corporation sharing identical executive leadership, principal offices, corporate counsel, and operational assets with OFI, acting as an integrated alter ego in the ONEflight charter enterprise.

27. Defendant BALCC is a Colorado limited liability company wholly owned and controlled by Rajput, which holds the proprietary trademarks under which the ONEflight enterprise operated (including ONEFLIGHT INTERNATIONAL, ONEFLIGHT, and JETCLUB) and functioned as an asset-shielding instrumentality for OFI.

28. Defendant Ferren Rajput is the Founder, Chief Executive Officer, and controlling shareholder of the ONEflight Corporate Entities. Rajput exercised plenary control over company finances, marketing campaigns, celebrity partnerships, customer solicitations, and the commingling and diversion of consumer deposits.

29. Defendant Mark Dismuke is the Executive Vice President of Sales of OFI who supervised the sales department, formulated aggressive deposit solicitation quotas, and personally solicited, communicated with, made false representations to, and extracted deposits from Plaintiff.

30. Defendant Mark Sanchez is a Vice President of Sales of OFI who actively participated in high-pressure communications, made false statements regarding OFI's financial health and growth, and procured Plaintiff's execution of deposit agreements and transfers of funds.

31. Defendant Robert Herjavec is a world-renowned entrepreneur, television personality on ABC's *Shark Tank*, and official brand ambassador and equity partner of ONEflight. Herjavec entered into contractual and equity partnerships with OFI to endorse, promote, and market ONEflight's jet club memberships and booking platforms to high-net-worth consumers nationally, actively vouching for the legitimacy, fiscal health, and reliability of ONEflight.

32. The specific property at issue includes:

A. Plaintiff's cash deposits and prepaid flight funds totaling \$646,456.23 held on account with ONEflight prior to September 15, 2026;

B. Plaintiff's \$95,000.00 cash payment remitted via wire transfer on September 15, 2026; and

C. Plaintiff's total funds of not less than \$741,456.23 wrongfully converted, commingled, retained, and stolen by Defendants.

FACTUAL ALLEGATIONS

A. ONEflight's Interconnected Corporate Shells and Alter Ego Operations

33. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

34. Defendant Rajput established and operated OFI, ONEflight Jets, and BALCC as interconnected alter egos and instrumentalities designed to operate a single commercial enterprise under the common trade name "ONEflight International," while siphoning assets to frustrate creditors and customers.

35. The ONEflight Corporate Entities shared identical executive headquarters at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112; shared identical management and control under Rajput; shared legal counsel; shared corporate resources and sales staff; commingled finances and operating bank accounts; and utilized a single public website (oneflight.net) and booking application (BAJit) .

36. Rajput divided the enterprise's assets among these entities to shield them from customer liabilities: BAJit/OFI contracted with customers and incurred multi-million-dollar deposit liabilities; BALCC held the core trademarks (ONEFLIGHT INTERNATIONAL, ONEFLIGHT, and JETCLUB); and ONEflight Jets and BAJit held title to aircraft.

37. The ONEflight Corporate Entities functioned as a single integrated business enterprise, and each is jointly and severally liable for the obligations and liabilities of the other under Colorado law.

B. Defendants' Business Model and Regulatory Duties

38. ONEflight marketed and sold private aviation charter broker services through jet-card and membership products (including BAJCard, JetClub, Silver, Diamond, and Sapphire programs) . Under these programs, customers were required to deposit large sums of money in advance before any air transportation was scheduled or provided.

39. Defendants represented in marketing materials and agreements that customer deposits would be held in reserve on account, protected, and drawn down solely to purchase private charter flight hours with direct air carriers at guaranteed locked rates.

40. As an indirect air carrier and charter broker governed by federal aviation consumer regulations, 14 C.F.R. § 295.26, ONEflight is under a strict legal duty to make prompt refunds of all monies paid for charter air transportation when such transportation cannot be performed or when refunds are due.

41. Beginning in 2024, Plaintiff entered into a series of membership agreements and addenda with OFI, including the 2024 OFI JetClub 100K JetCard Agreement, the February 2025 Deposit Addendum, the April 2025 Silver Card Agreement, the 2025 Super Mid Jet Card Agreement, the September 2025 Blackjet Agreement, the February 2026 Mid Compensation Addendum, the April 2026 Diamond Club Agreement, and the July 2026 Diamond Advanced Addendum.

42. Plaintiff fully performed all of his payment and contractual obligations.

43. Prior to September 15, 2026, Plaintiff held an unexpended cash deposit and flight balance with OFI of \$646,456.23.

C. Robert Herjavec's Endorsement, Promotion, and Inducement of Consumers

44. To convince wealthy consumers to entrust massive six-figure cash deposits to an unbonded private charter broker, Defendants Rajput and OFI recognized that they needed an extraordinary aura of financial credibility and sophistication.

45. To manufacture this credibility, Defendants engaged Robert Herjavec—nationally recognized for his role as a shrewd, discerning venture capitalist and tech investor on ABC's hit show *Shark Tank*.

46. Herjavec entered into an extensive promotional, commercial, and equity agreement with ONEflight. OFI publicly announced that Herjavec had joined the ONEflight team not simply as an advertiser, but as an equity partner, executive brand ambassador, and user of the service. As an equity partner, Herjavec would have access to financial results and the company's cash position.

47. In official press releases and promotional literature distributed by OFI, Herjavec proclaimed:

"I am very proud to be a part of the ONEflight team. Ferren and his team have built an incredible company that is changing the private aviation industry. The BAJit platform is revolutionary, and the level of service and safety they provide is

unmatched. Private aviation is an essential tool for business, and ONEflight makes it accessible, transparent, and seamless. I wouldn't fly with anyone else."

48. Herjavec actively appeared in national television commercials broadcast across major networks (including CNBC, Bloomberg, and FOX Business), starred in dedicated digital and social media video campaigns, was featured on the cover and interior spreads of ONEflight's luxury promotional brochures, and headlined high-profile ONEflight customer events and marketing tours.

49. In these marketing campaigns, Herjavec repeatedly commended ONEflight's proprietary booking application, BAJit, its fixed hourly jet card rates, its financial stability, and its premier fleet availability. Herjavec vouched to consumers that entrusting their capital to ONEflight was a smart, secure, and advantageous business decision.

50. Herjavec knew, or in the exercise of reasonable diligence as a sophisticated investor and equity partner should have known, that prospective customers would interpret his endorsement as an authoritative assurance of ONEflight's fiscal integrity, operational solvency, and safety.

51. Herjavec permitted ONEflight to continuously feature his name, likeness, professional endorsement, and video testimonials on its public website, digital marketing platforms, and national sales collateral through September 2026, without taking any reasonable steps to confirm that customer funds were being safeguarded in escrow or that ONEflight was solvent. Given the depth of Herjavec's professional relationship with ONEflight, he knew or should have known the company's financial position.

52. Plaintiff Mark Heimbouch specifically viewed, heard, and was exposed to Robert Herjavec's national promotional campaign, endorsements, and personal assurances regarding ONEflight, providing him with confidence in the company's ability to deliver on his contract.

53. Plaintiff will testify under oath that he specifically relied upon Robert Herjavec's high-profile promotion and personal endorsement of ONEflight. Herjavec's status as a respected investor and business authority gave Plaintiff confidence in ONEflight's financial stability, operational legitimacy, and reliability, and directly induced Plaintiff to sign membership agreements and deposit hundreds of thousands of dollars with ONEflight.

54. Herjavec's prominent, active promotion and the legitimacy it conferred upon ONEflight, gave Plaintiff significant confidence to enter into the agreements or entrust his funds to Defendants.

D. The Concealed Insolvency and Ponzi-Like Cash Commingling

55. Throughout 2025 and 2026, Defendants executed a coordinated public relations blitz to project an image of immense prosperity and financial durability.

56. Defendants publicly touted \$232 million in revenue for 2025 (representing a purported 90% year-over-year increase) and published executive interviews wherein Rajput falsely boasted that OFI was "on track for a significant increase in revenues in 2026".

57. Defendants heavily promoted ARGUS Certified Charter Broker and WYVERN Wingman Broker accreditations, falsely representing that OFI adhered to the highest standards of fiscal responsibility and operational integrity.

58. Behind this public facade, OFI was severely distressed and operating an unsustainable Ponzi-like scheme. Soaring direct air carrier costs, combined with the rising costs of private aviation following geopolitical turmoil in early 2026, vastly exceeded OFI's fixed hourly rate cards, creating massive unhedged liabilities on every flight hour sold.

59. Rather than maintaining customer deposits in dedicated, segregated escrow accounts, Rajput, with the assistance of sales leadership, commingled customer deposits into general operating accounts.

60. OFI systematically utilized new customer deposits to satisfy mounting debts owed to earlier customers, pay delinquent accounts owed to direct charter operators, fund Rajput's lavish compensation and executive distributions, and underwrite multi-million-dollar celebrity marketing contracts—including payments to Herjavec, sponsorships of the McLaren Formula 1 team, the PGA TOUR Myrtle Beach Classic, and TGL golf leagues.

61. OFI faced an estimated \$150 million in unfulfilled customer deposit liabilities nationwide, while lacking the operational liquidity to cover ongoing flight costs.

62. Beginning on or about November 19, 2025, Plaintiff was subjected to increasingly aggressive sales tactics and high-pressure solicitations by Defendant Mark Sanchez, who directly contacted Plaintiff to induce immediate cash deposits into Plaintiff's airflight account.

63. During the initial November 19, 2025, telephone conversation, Plaintiff specifically inquired about the financial stability of OFI. In response, Defendant Sanchez affirmatively represented and assured Plaintiff that OFI was in "great financial shape." When Plaintiff requested to inspect OFI's financial statements during said call, Defendant Sanchez refused, stating that because OFI was a private company, its financial records were strictly confidential and would not be disclosed.

64. Thereafter, Defendant Sanchez initiated increasingly frequent communications to exert pressure on Plaintiff. Specifically, during subsequent telephone solicitations on or about February 10, 2026, April 15, 2026, and July 29, 2026, Defendant Sanchez repeatedly made material misrepresentations to Plaintiff that OFI was in "great shape" and "growing fast," leveraging these assurances to induce Plaintiff to make substantial, continuous cash deposits into his account.

65. In reliance upon Defendant Sanchez's ongoing representations, Plaintiff deposited substantial sums into his airflight account, including: \$150,000 on or about November 19, 2025; \$100,000 on or about February 10, 2026; \$250,000 on or about April 15, 2026; and \$95,000 on or about July 29, 2026, preceding an intensified solicitation campaign in September 2026.

66. Defendant Sanchez personally participated on many of the aforementioned solicitation calls through April 2026, after which Defendant Sanchez began transitioning primary responsibility for these communications to Defendant Mark Dismuke.

E. The Urgent September 2026 Cash Solicitation and Deception

67. By early September 2026, OFI's operational collapse was imminent, as dozens of third-party charter operators refused to dispatch aircraft for OFI members due to hundreds of thousands of dollars in outstanding, unpaid invoices. At the time these events occurred, Plaintiff had no knowledge of OFI's outstanding debts, operator refusals, or impending operational failure, as Defendants actively concealed these material facts from Plaintiff.

68. On or about September 3, 2026, OFI's Chief Financial Officer, Hanno Uys, was detained by federal immigration authorities, causing significant disruption to OFI's executive financial management. At the time, Plaintiff was unaware of Mr. Uys's detention or the resulting disarray within OFI's management.

69. Fully aware that OFI was on the verge of an indefinite operational shutdown—and despite Plaintiff being completely unaware of these internal crises—Defendants Rajput, Dismuke, and Sanchez initiated an urgent, high-pressure, and coordinated solicitation campaign to extract maximum cash deposits from existing members before OFI's actual financial state and operational collapse became known to the public and to Plaintiff.

70. Between September 11 and September 15, 2026, Dismuke and sales personnel acting under Rajput's direct instructions engaged in relentless communications with Plaintiff:

A. On September 11, 2026, at 2:11 PM, Plaintiff received an incoming call from OFI lasting one minute.

B. On September 11, 2026, at 2:11 PM, another call lasted six minutes.

C. On September 11, 2026, at 3:10 PM, Plaintiff received an incoming call from OFI lasting one minute.

D. On September 14, 2026, at 3:53 PM, Plaintiff had a 22-minute call with OFI sales leadership, during which they pressed Plaintiff to deposit \$100,000 to lock in rates through December 2027, or alternatively \$150,000 to lock in rates through mid-2028.

E. On September 15, 2026, at 12:21 PM, Plaintiff received an incoming call from OFI lasting two minutes.

F. On September 15, 2026, at 12:25 PM, Plaintiff had a follow-up call lasting four minutes.

71. Plaintiff repeatedly expressed hesitation, stating that he already maintained a substantial cash balance and did not need additional flight hours.

72. To overcome Plaintiff's reluctance and coerce him into signing, Dismuke affirmatively represented to Plaintiff that:

- A. ONEflight was experiencing “tremendous growth”;
- B. ONEflight was “doing great”;
- C. ONEflight was “cash flow positive”; and
- D. Plaintiff needed to act before an artificial noon deadline on September

15, 2026, to lock in exclusive rates.

73. Plaintiff explicitly informed Dismuke and sales personnel that he felt improperly pressured.

74. Every representation regarding ONEflight’s growth, stability, and positive cash flow was knowingly false when made. Defendants affirmatively concealed that:

- A. ONEflight was insolvent and unable to pay its charter flight operators;
- B. Air carriers were routinely grounding flights and refusing ONEflight passengers;
- C. OFI’s Chief Financial Officer was incarcerated in federal immigration detention; and

D. Defendants had already planned to indefinitely shutter flight operations the following day.

75. Coerced and fraudulently induced by these representations, and relying on the continuous endorsements of Herjavec, Plaintiff executed Addendum 1 on September 15, 2026, and wired \$95,000 to OFI before 12:00 PM.

76. OFI never credited the \$95,000 wire to Plaintiff's BAJCard Diamond account for future flights but immediately absorbed it into general accounts to cover impending deficits.

F. The Abrupt Shutdown, Rescission, and Conversion of Funds

77. Less than twenty-four hours after securing Plaintiff's \$95,000 wire, on the morning of September 16, 2026, OFI publicly posted a notice to clients stating:

“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.”

78. OFI immediately suspended all flight operations, disabled its BAJit application, terminated staff, and refused to perform scheduled flights.

79. On September 16, 2026, Plaintiff emailed Dismuke rescinding the contract, and on September 17, 2026, served a formal Notice of Rescission and Demand for Immediate Return of Funds via certified mail.

80. On September 17, 2026, Plaintiff attempted to recall the \$95,000 wire through his bank, but the recall was denied because Defendants actively refused to return the funds.

81. To date, Defendants have converted, stolen, and refused to return Plaintiff's \$95,000 wire and his prior cash deposit balance of \$646,456.23, causing actual damages of not less than \$741,456.23.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

(Breach of Contract – Against Defendants ONEflight International, Inc., ONEflight Jets, Inc., and BALCC Holdings, LLC)

82. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

83. Plaintiff entered into valid and binding contracts with the ONEflight Corporate Entities, including the JetClub agreements, BAJCard agreements, Diamond Club agreements, and various addenda.

84. Plaintiff fully performed all of his contractual covenants and paid all required deposits and dues.

85. The ONEflight Corporate Entities materially breached the contracts and addenda by:

- A. Abruptly suspending all flight operations and failing to provide contracted flight hours ;
- B. Failing to maintain carrier availability and failing to provide flights at the agreed locked hourly rates ;
- C. Failing to credit the \$95,000 wire to Plaintiff's account for flight services ;
- D. Failing to segregate and safeguard Plaintiff's funds , ;

E. Repudiating their contractual obligations and refusing to refund Plaintiff's unexpended account balance of \$741,456.23 ; and

F. Violating mandatory federal charter broker regulations under 14 C.F.R. § 295.26 requiring prompt refunds .

86. As a direct and proximate result of these material breaches, Plaintiff has sustained actual damages of not less than \$741,456.23, plus statutory interest, reasonable fees, and costs.

SECOND CLAIM FOR RELIEF

(Fraud, Fraudulent Inducement, and Fraudulent Concealment – Against All Defendants)

87. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

88. Defendants, and each of them, knowingly made false representations of material fact and concealed critical material facts regarding ONEflight's business, solvency, and operations.

89. Defendants Dismuke and Sanchez falsely represented to Plaintiff that ONEflight was "cash flow positive," "doing great," experiencing "tremendous growth," during various interactions with the Plaintiff and in September 2026, Dismuke conferred that Plaintiff's funds were secure and would be credited toward locked-in flights through 2027 at various times.

90. Defendant Herjavec publicly promoted and endorsed ONEflight as a premier, trustworthy, and fiscally sound private aviation company, vouching for its financial stability, operational integrity, and booking platform, while knowing or recklessly disregarding that consumers would rely on his authoritative business reputation to entrust hundreds of thousands of dollars to the enterprise.

91. Defendants had an affirmative duty to disclose the true facts to Plaintiff because they possessed superior, exclusive knowledge of internal insolvency, carrier defaults, and operational paralysis, and because their partial statements regarding growth, solvency, and luxury services were misleading without complete disclosure.

92. Defendants intentionally concealed that ONEflight was operating an unsustainable Ponzi-like scheme, was in default on payables to direct air carriers, was hemorrhaging cash, that its CFO was in federal immigration custody, and that it was on the verge of shutting down operations.

93. Defendants made these false representations and concealments with the intent to induce Plaintiff to sign contracts, deposit \$95,000 on September 15, 2026, and refrain from demanding the return of his pre-existing \$741,456.00 cash balance.

94. Plaintiff reasonably and justifiably relied upon Defendants' misrepresentations and concealments, including the high-profile endorsements of Defendant Herjavec, and would not have executed the agreements or paid funds had he known the truth.

95. Defendants' conduct was willful, wanton, fraudulent, and malicious, entitling Plaintiff to actual damages of not less than \$741,456.23, and exemplary and punitive damages pursuant to C.R.S. § 13-21-102.

THIRD CLAIM FOR RELIEF

(Deceptive Trade Practices, Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 et seq. – Against All Defendants)

96. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

97. Defendants engaged in deceptive trade practices in the course of business in violation of C.R.S. § 6-1-105, including:

A. Knowingly making false representations as to the characteristics, uses, and benefits of aviation services (§ 6-1-105(1)(e));

B. Representing that services were of a particular standard, quality, or grade when they were not (§ 6-1-105(1)(g));

C. Advertising services with intent not to sell them as advertised (§ 6-1-105(1)(i));

D. Employing bait-and-switch tactics by soliciting and collecting deposits without the intent or ability to deliver flights (§ 6-1-105(1)(j)); and

E. Failing to disclose material information regarding insolvency, carrier defaults, and imminent shutdown with the intent to induce consumer transactions (§ 6-1-105(1)(u)).

93. Defendants' deceptive practices significantly impacted the

public because ONEflight marketed its jet cards nationwide through television campaigns, digital marketing, national sports sponsorships, and prominent celebrity endorsements by Herjavec, extracting over \$150 million in customer deposits across the United States.

98. Plaintiff suffered injury in fact to a legally protected interest as a direct result of Defendants' deceptive trade practices.

99. Pursuant to C.R.S. § 6-1-113, Plaintiff is entitled to recover statutory treble damages of \$2,224,368.69.00 (three times actual damages of \$741,456.23), together with reasonable attorney fees and costs.

FOURTH CLAIM FOR RELIEF

(Civil Conspiracy – Against All Defendants)

100. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

101. Defendants Rajput, Dismuke, Sanchez, Herjavec, and the ONEflight Corporate Entities had a meeting of the minds and agreed, expressly or tacitly, to participate in a common course of conduct to solicit and extract millions of dollars in customer deposits through deceptive marketing, celebrity endorsements, and high-pressure sales tactics while concealing ONEflight's actual financial deterioration and commingling of customer funds.

102. Each Defendant committed one or more overt unlawful acts in furtherance of the common scheme:

A. Rajput orchestrated the enterprise, directed the diversion of funds, and approved misleading promotional campaigns;

B. Dismuke and Sanchez directed and executed the fraudulent solicitation campaigns, making false statements of solvency to Plaintiff ;

C. Herjavec entered into promotional and equity agreements to publicly promote, endorse, and legitimize ONEflight to consumers, driving customer deposits into the enterprise , ; and

D. The ONEflight Corporate Entities commingled, absorbed, and dissipated the customer deposits.

103. As a direct and proximate result of this unlawful conspiracy, Plaintiff suffered damages of not less than \$741,456.23, for which all Defendants are jointly and severally liable.

FIFTH CLAIM FOR RELIEF

(Conversion – Against Defendants ONEflight Corporate Entities, Rajput, Dismuke, and Sanchez)

104. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

105. Plaintiff holds an absolute right of ownership and possession in his specific, identifiable, entrusted funds, including the \$646,456.23 balance and the \$95,000.00 wired on September 15, 2026.

106. These funds were delivered for the sole and specific purpose of purchasing future private flight hours.

107. Defendants intentionally exercised wrongful dominion and control over Plaintiff's funds by commingling them into general accounts, using them to service unrelated debts and executive compensation, failing to credit the \$95,000 wire to Plaintiff's travel account, rejecting the wire recall, and refusing Plaintiff's formal demand for return.

108. Defendants' conversion was intentional, willful, wanton, and in conscious disregard of Plaintiff's property rights, damaging Plaintiff in an amount not less than \$741,456.23, plus interest.

SIXTH CLAIM FOR RELIEF

**(Civil Theft, C.R.S. § 18-4-405 – Against Defendants ONEflight Corporate Entities,
Rajput, Dismuke, and Sanchez)**

109. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

110. Under C.R.S. § 18-4-401(1), a person commits theft when he knowingly obtains, retains, or exercises control over anything of value of another without authorization or by deception, and intends to deprive the owner permanently of its use or benefit, or knowingly uses, conceals, or abandons the property in a manner that permanently deprives the owner of its use or benefit.

111. Defendants knowingly obtained control over Plaintiff's \$95,000 on September 15, 2026, through active deception regarding ONEflight's solvency, knowing that flight operations would be shuttered within hours.

112. Defendants knowingly retained control over Plaintiff's total \$741,456.00 deposit balance through deception by concealing that customer accounts were being drained and commingled.

113. Defendants did not respond Plaintiff's certified demand for immediate return of funds and rejected the bank wire recall, acting with specific intent to permanently deprive Plaintiff of his funds.

114. Defendants Rajput, Dismuke, and Sanchez personally directed, participated in, and executed this statutory theft over the term of the relationship.

115. Pursuant to C.R.S. § 18-4-405, all property obtained by theft shall be restored, and the owner may recover three times actual damages sustained, together with costs and reasonable attorney fees.

116. Plaintiff is entitled to statutory treble damages against these Defendants, jointly and severally, in the amount of \$2,224,368.69.00 (three times actual damages of \$741,456.23), plus attorney fees and costs.

SEVENTH CLAIM FOR RELIEF

(Unjust Enrichment – Pled in the Alternative Against All Defendants)

117. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein, excluding allegations of an enforceable express contract covering the subject matter against all Defendants.

118. Plaintiff pleads this claim in the alternative pursuant to Federal Rules of Civil Procedure 8(a)(3) and 8(d)(2)–(3).

119. Plaintiff conferred substantial monetary benefits upon Defendants by remitting \$741,456.23 in cash deposits and wire transfers.

120. Defendants appreciated, knowingly accepted, and retained these monetary benefits.

121. Defendants Rajput, Dismuke, Sanchez, and Herjavec directly and indirectly benefited from Plaintiff's deposits through executive compensation, sales commissions, promotional endorsement fees, equity appreciation, and the artificial continuation of the insolvent enterprise.

122. Defendants retained these benefits without providing the promised flight transportation and while shutting down operations indefinitely.

123. Under these circumstances, it is inequitable and unconscionable for Defendants to retain these funds without full restitution and disgorgement.

124. Plaintiff is entitled to restitution and disgorgement from Defendants, jointly and severally, in the amount of not less than \$741,456.23.

EIGHTH CLAIM FOR RELIEF

(Equitable Accounting – Against the ONEflight Corporate Entities)

125. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

126. The ONEflight Corporate Entities maintain exclusive possession and control over the books, bank accounts, ledgers, wire transfers, and internal records showing the precise flow and disposition of customer funds.

127. Plaintiff lacks access to these proprietary records and cannot determine without a full accounting the exact amounts debited, commingled, or diverted among the entities and individual defendants.

128. The ONEflight Corporate Entities owe a regulatory and fiduciary duty to account for entrusted customer funds.

129. Plaintiff is entitled to an order compelling a complete equitable accounting of all transactions and accounts concerning Plaintiff's funds.

NINTH CLAIM FOR RELIEF

(Rescission and Declaratory Relief – Against Defendants ONEflight Corporate Entities, Rajput, Dismuke, and Sanchez)

130. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

131. An actual and justiciable controversy exists regarding the validity and enforceability of the September 15, 2026 Addendum 1 and the parties' rights.

132. Plaintiff was fraudulently induced into executing Addendum 1 and wiring \$95,000 by Defendants' material misrepresentations and concealment.

133. Defendants suffered a total failure of consideration by shuttering operations the next day and failing to provide or credit flight services.

134. Plaintiff timely rescinded Addendum 1 in writing on September 16 and September 17, 2026.

135. Plaintiff is entitled to a judicial declaration that Addendum 1 is rescinded and void ab initio, and an order compelling Defendants to restore the \$95,000 payment and return Plaintiff's \$646,456.23 account balance.

ARBITRATION AND RESERVATION OF RIGHTS

136. Certain earlier agreements between Plaintiff and OFI contain dispute-resolution clauses with conflicting terms (including mandatory JAMS arbitration in

certain agreements and non-binding AAA arbitration in the 2025 Super Mid Jet Card Agreement), creating a threshold dispute regarding contract formation, venue, and forum.

137. The September 15, 2026, Addendum 1 contains no standalone arbitration clause, and Plaintiff does not concede that it incorporates prior dispute terms.

138. Non-signatory Defendants (including Herjavec, Dismuke, Sanchez, ONEflight Jets, and BALCC) cannot compel arbitration of claims asserted against them.

139. Under the Federal Arbitration Act, 9 U.S.C. §§ 2–4, this Court determines threshold issues of formation and arbitrability absent clear and unmistakable delegation.

140. Plaintiff files this action to preserve claims, prevent the dissipation of assets, obtain provisional remedies, and avoid forfeiture of rights.

141. Section 41 of the 2026 Diamond Club Agreement expressly confirms that its dispute provisions do not preclude parties from seeking provisional injunctive remedies from a court of competent jurisdiction.

142. In the alternative, should the Court find that any claim is subject to arbitration, Plaintiff requests that the Court issue provisional remedies and stay, rather than dismiss, this action pursuant to 9 U.S.C. § 3 pending arbitration.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Mark Heimbouch respectfully requests that this Court enter judgment in his favor and against Defendants, jointly and severally where applicable, as follows:

1. Awarding compensatory and actual damages in an amount to be determined at trial, but not less than \$741,456.23;
2. Awarding statutory treble damages pursuant to the Colorado Civil Theft Statute, C.R.S. § 18-4-405, in the amount of \$2,224,368.69.00 (three times actual damages of \$741,456.23);
3. In the alternative, awarding statutory treble damages pursuant to the Colorado Consumer Protection Act, C.R.S. § 6-1-113, in the amount of \$2,224,368.69.00;
4. Awarding punitive and exemplary damages pursuant to C.R.S. § 13-21-102 in an amount to be determined at trial;
5. Awarding restitution and full disgorgement of all unearned, converted, and ill-gotten customer funds under the claim for unjust enrichment;
6. Ordering rescission of the September 15, 2026, Addendum 1 and declaring it void ab initio;
7. Disregarding the separate corporate identities of OFI, ONEflight Jets, and BALCC, and holding them jointly and severally liable as alter egos;
8. Ordering a complete and independent equitable accounting of all customer accounts, transactions, and funds concerning Plaintiff;
9. Awarding reasonable attorney fees and costs of suit pursuant to C.R.S. § 18-4-405, C.R.S. § 6-1-113, and applicable law;

10. Granting preliminary and permanent injunctive relief enjoining Defendants from transferring, concealing, dissipating, or encumbering customer deposits, funds, and corporate assets;
11. Entering an order compelling Defendants to preserve all books, accounting records, ledgers, electronic files, bank statements, and communications;
12. If any claim is referred to arbitration, granting provisional remedies in aid of arbitration and staying this action pursuant to 9 U.S.C. § 3;
13. Awarding pre-judgment and post-judgment interest at the highest rates permitted by law; and
14. Granting such other and further legal and equitable relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Mark Heimbouch hereby demands a trial by jury on all issues and claims so triable.

Dated: October 22, 2026

Respectfully submitted,

/s/ Jason Edward Ochs
Jason Edward Ochs, CBN: 39660
Ochs Law Firm PC
4305 Balsam Lane
PO Box 10944
Jackson, WY 83002
T: 307-234-3239
F: 307-235-6910

jason@ochslawfirm.com

Attorney for Mark Heimbouch