

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

Civil Action Number : 26-cv-05136

**Robert K Hillin, Jr.,
Plaintiff,**

Jury Trial Requested

v.

**ONEFLIGHT INTERNATIONAL, INC.,
a Colorado corporation; FERREN RAJPUT,
an individual; MARK DISMUKE, an individual,
Defendants**

COMPLAINT AND JURY DEMAND

Plaintiff Robert K Hillin, Jr. (“Plaintiff” or “Hillin”), by and through undersigned counsel, alleges as and for his Complaint against Defendants OneFlight International, Inc. (“OneFlight” or “OFI”), Ferren Rajput (“Rajput”) and Mark Dismuke (“Dismuke”) (collectively, “Defendants”) :

NATURE OF THE ACTION

1. This is an action for fraud, fraudulent concealment, negligent misrepresentation, civil conspiracy, breach of contract, civil theft, unjust enrichment, conversion, and violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101 *et seq.* ("CCPA"), arising out of a scheme by Defendants to induce Plaintiff and numerous other customers, to make ever-larger prepaid, non-refundable deposits for future flight hours, while Defendants knew, or recklessly disregarded, that OFI’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. Beginning in January 2026 and continuing through at least July 2026, Defendants repeatedly presented OFI to Plaintiff as financially sound and capable of delivering the flights he prepaid for, creating the impression that his prepaid, non-refundable deposits were safe, at the same time Defendants knew that rising operating costs and mounting prepaid-flight-hour obligations were rendering OFI increasingly insolvent.

3. Defendants used a portion of the funds obtained from Plaintiff and other new depositors to service and forestall exposure of OFI's obligations to earlier customers and vendors, and to fund an escalating marketing and sponsorship campaign — including sponsorship of the McLaren F1 team and PGA TOUR events — specifically designed to project an image of solvency and prosperity to induce further deposits by Plaintiff and other customers, all while OFI's actual financial condition was deteriorating.

4. In reliance on Defendants' representations and in ignorance of the facts they concealed, Plaintiff made the non-refundable deposits with OFI totaling at least \$550,000 between January and July 2026, the last \$250,000 of it on July 28–29, 2026, just seven weeks before OFI shut down.

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

6. Plaintiff brings this action to recover the funds fraudulently obtained from him, together with compensatory damages, treble and/or punitive damages, pre- and post-judgment

interest, attorneys' fees and costs, and such other relief as the Court deems just and proper.

PARTIES

7. Plaintiff Robert K Hillin, Jr. is, and at all relevant times was, a citizen and resident of the State of Texas

8. Defendant OneFlight International, Inc. is, and at all relevant times was, a corporation organized and existing under the laws of the State of Colorado, with its principal place of business in Englewood, Colorado.

9. Defendant Ferren Rajput's last known state of residence is Colorado and is believed to be a citizen and resident of that state. Rajput is the founder and Chief Executive Officer of OFI and, at all relevant times, exercised control over OFI's financial, marketing, and sales practices, including the practices described herein, together with Defendant Dismuke.

10. Defendant Mark Dismuke's last known state of residence is Colorado and is believed to be a citizen and resident of that state. Dismuke is the Executive Vice President of Sales for OFI and, at all relevant times, was responsible for supervising OFI's sales personnel, and for soliciting and closing, personally and together with Defendant Rajput, large customer deposits, including Plaintiff's.

11. Rajput and Dismuke each personally participated in, directed, authorized, and/or ratified the fraudulent conduct described in this Complaint, while having knowledge that OFI's actual financial condition was deteriorating and while each of them personally benefitted from the unjustly solicited and obtained customer deposits, and each are personally liable for that conduct regardless of their status as officers, employees, or agents of OneFlight.

JURISDICTION AND VENUE

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

1332(a)(1) because there is complete diversity of citizenship between Plaintiff, a citizen of Texas, and each Defendant — OFI (a citizen of Colorado), Rajput and Dismuke (each a citizen of Colorado, and none a citizen of Texas) — and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

13. This Court has personal jurisdiction over Defendant OFI because it is a Colorado corporation with its principal place of business in this State. This Court has personal jurisdiction over the individual Defendants because each conducted the business described herein from and within the State of Colorado on behalf of OneFlight, and each purposefully directed communications and solicitations at Plaintiff in furtherance of the scheme alleged herein.

14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant OFI resides in this District, a substantial part of the events giving rise to the claims occurred in this District, and Defendants Rajput and Dismuke conducted the relevant business from this District.

FACTUAL ALLEGATIONS

15. OFI marketed and sold prepaid private-jet programs, including "JetCard" and "BAJ" memberships and tiered clubs such as the "Sapphire Club." Under each, the customer paid a large non-refundable deposit into an account, and OFI debited that account at fixed hourly member rates as flights were taken.

16. OFI is a Colorado corporation headquartered at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. OFI describes itself as "an Indirect Air Carrier commonly referred to as a Charter Broker" that "acts as a principal in buying and reselling air transportation" through Part 135 direct air carriers, and it is not itself a Part 135 carrier. (Ex. A, preamble; Ex. B, preamble.)

17. Because OFI collected customers' deposits up front and paid the charter operators

who flew its customers only later, OFI's ability to deliver prepaid flight hours depended on its preserving those deposits. Customers had no means of monitoring whether OFI was doing so and depended entirely on OFI's representations regarding its financial condition.

18. OFI is a closely held private corporation founded by Defendant Rajput, OFI's CEO. Defendant Dismuke was OFI's Executive Vice President of Sales and executed both of Plaintiff's agreements on OFI's behalf. Rajput and Dismuke worked closely together in operating and marketing OFI's business.

A. The Initial Solicitation and the \$150,000 JetCard Deposit (January 2026)

19. On January 17, 2026, Plaintiff signed a contract with OFI titled "OFIJetCard Membership (150K) (Colorado – 2026)" (the "JetCard Agreement"), which Dismuke executed on OFI's behalf, obligating Plaintiff to make a non-refundable deposit of \$150,000 "as pre-payment for flights." (Ex. A § 10.)

20. In the JetCard Agreement, OFI promised, among other things, that:

- Plaintiff could reserve flights "at the fixed hourly rates protected from rate fluctuations" (§ 1), with rates "fixed for the first twelve (12) month period ending on the first anniversary date," February 1, 2027 (§ 23(a));
- OFI 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" (§ 6);
- OFI "will manage the integrity of OFJ to provide Member access to all OFJ qualified Aircraft" (§ 8); and
- Plaintiff could book flights "twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year" (§ 15).

21. The JetCard Agreement's signature page added an "additional consideration" offer with a short fuse. If Plaintiff signed by 12:00 PM MST on January 18, 2026 and paid \$150,000 by 2:00 PM MST on January 20, 2026, OFI would add a further "\$150,000 non-refundable flight cash

account credit." (Ex. A at 9.)

22. On or about January 20, 2026, in reliance on OFI's representations, Plaintiff paid OFI a non-refundable \$150,000 deposit. OFI credited Plaintiff's account with an additional \$150,000, giving Plaintiff a \$300,000 stated flight balance in exchange for his \$150,000 cash deposit. The offer's value to OFI lay in the immediate cash it generated, rather than any profit from the flights OFI obligated itself to provide.

23. OFI offered materially identical incentives to other customers during the same period.¹

B. OFI's Manufactured Image of Financial Strength

24. OFI cultivated and promoted an image of financial strength, exclusivity, and prestige to induce customers to entrust it with substantial prepaid deposits. In 2025, OFI retained celebrity ambassadors, including *Shark Tank* personalities Robert Herjavec and Kevin O'Leary. OFI also became a co-title sponsor of the PGA TOUR's Myrtle Beach Classic and the official private aviation partner of TGL, the golf league founded by Tiger Woods and Rory McIlroy.² Upon information and belief, OFI spent more than \$50 million annually on these marketing efforts, funded in whole or in part by customer deposits.³

25. OFI reinforced that image through representations concerning its industry credentials and financial responsibility. Its marketing materials emphasized the company's ARGUS Certified Charter Broker and WYVERN Wingman Broker designations, representing to prospective and existing members that OFI met high industry standards for safety, operational

¹ See Compl. ¶¶ 13, 16, *Jinnah v. OFI Int'l, Inc.*, No. 1:26-cv-04761-NRN (D. Colo. filed Sept. 25, 2026).

² See D. Gollan, BAJit Private Jet Broker OFIs Pausing Flights for 30 Days, Private Jet Card Comparisons (Sept. 16, 2026), *available at* <https://privatejetcardcomparisons.com/2026/09/15/bajit-private-jet-broker-oneflight-is-pausing-flights-for-30-days/>.

³ *Id.*

integrity, and fiscal responsibility. As described in OFI's own promotional materials, the ARGUS certification program required certified brokers to demonstrate "management of the fiscal responsibilities inherent to this line of business." OFI used these representations to assure members, including Plaintiff, that their prepaid funds were being responsibly managed.

26. OFI likewise made express public representations concerning its financial performance. OFI publicly reported approximately \$232 million in revenue for fiscal year 2025, representing a purported 90% year-over-year increase.⁴ Rajput further stated in a published interview that OFI was "on track for a significant increase in revenues in 2026."⁵

27. OFI's reported revenue created a materially misleading impression of its financial condition. OFI reported revenue from prepaid flight hours while failing to adequately account for the substantial obligations it incurred to provide those prepaid services. As a result, OFI's reported revenue obscured the extent of its outstanding obligations and deteriorating liquidity and caused its financial condition to appear materially stronger than it actually was.

28. Alternatively, even if the reported revenue figure was technically accurate, Defendants' representations concerning OFI's financial strength and anticipated growth became materially misleading as its financial condition deteriorated. Defendants repeatedly represented that OFI was financially sound in order to induce Plaintiff and other customers to make, maintain, and increase their deposits

29. OFI conveyed the same image of financial strength and exclusivity through its agreements with Plaintiff. The Sapphire Club Agreement promised access to "Luxury Partners," including the American Express PGA ProAm, "highly exclusive invitation-only special events to

⁴ See D. Gollan, OneFlight 'actively addressing...financial and operations issues' (Sept. 10, 2026), *available at* <https://privatejetcardcomparisons.com/2026/09/09/oneflight-activelyaddressingfinancial-and-operations-issues/>.

⁵ *Id.*

include A-List celebrity figures,” a potential “personal meeting with our A-List celebrities,” and a “very exclusive” black-tie “OFI Annual Gala.” (Ex. B § 10(c), (e)–(g).)

30. Collectively, these representations, sponsorships, partnerships, and contractual promises portrayed OFI as a financially successful and thriving enterprise capable of providing the prepaid flights it sold. Defendants intended that image to induce Plaintiff and other customers to entrust OFI with substantial prepaid funds and to continue increasing those deposits.

31. By early 2026, however, OFI’s actual financial condition began to diverge materially from the image it continued to present to its customers and the public. Charter costs increased significantly, while OFI’s obligations to many customers remained tied to previously established hourly rates. By mid-2026, the resulting financial pressure increasingly impaired OFI’s ability to timely satisfy its existing obligations.

32. OFI’s financial and operational difficulties were no secret internally. An internal resignation email from a departing OFI executive stated that the company was not being “honest[] regarding OFI’s financial and operation[al] position” and was “experienc[ing] difficulties paying operators,” thereby “damaging relationships with trusted operators and clients alike.”⁶

33. Rajput and Dismuke knew or should have known of OFI’s deteriorating financial condition and its difficulties paying operators. Rather than disclose those material circumstances to Plaintiff and other customers whose prepaid funds remained in OFI’s possession, Defendants continued to portray OFI as financially stable, successful, and growing.

34. Indeed, as OFI’s financial difficulties intensified, Defendants continued and expanded the same high-profile promotional activities that had helped establish OFI’s appearance of financial strength. On January 23, 2026, OFI was announced as the Official Private Aviation

⁶ *Id.*

Partner of the McLaren Mastercard Formula 1 Team.⁷

35. OFI also again sponsored the PGA TOUR Myrtle Beach Classic, held in May 2026.⁸ On March 30, 2026, OFI announced that it would offer a \$250,000 flight credit to the tournament winner and sponsor a headline concert by The Beach Boys.⁹ Defendants expanded the Myrtle Beach Classic sponsorship while OFI was experiencing difficulties paying its existing obligations, thereby presenting customers and the public with an appearance of financial strength inconsistent with OFI's actual financial condition.

36. Defendants used these sponsorships, partnerships, and promotional expenditures to maintain the appearance that OFI remained financially prosperous and capable of satisfying its obligations, while failing to disclose its deteriorating financial condition. Defendants intended that appearance to induce Plaintiff and other customers to maintain and increase their deposits.

37. As OFI's financial condition continued to deteriorate, its efforts to obtain additional customer deposits became increasingly aggressive. Through at least June 2026, OFI marketed its prepaid-flight products and offered increasingly substantial incentives to new and existing customers. OFI solicited these additional deposits, at least in part, to obtain funds necessary to satisfy obligations arising from previously sold prepaid flight hours while concealing its inability to satisfy those obligations from existing resources.

38. On or about June 3, 2026, while OFI was experiencing continuing financial

⁷ See McLaren Racing, *ONEFlight International Named Official Private Aviation Partner of the McLaren Mastercard Formula 1 Team* (Jan. 23, 2026), available at <https://www.mclaren.com/racing/partners/oneflight-international-named-official-private-aviation-partner-of-the-mclaren-mastercard-formula-1-team/>.

⁸ See Visit Myrtle Beach, *Highlighting the Field at the 2026 ONEFlight Myrtle Beach Classic* (Apr. 28, 2026), available at <https://www.visitmyrtlebeach.com/press/highlighting-the-field-at-the-2026-oneflight-myrtle-beach-classic>.

⁹ See ONEFlight Myrtle Beach Classic, *ONEFlight International to Offer \$250,000 Flight Credit to Winning Golfer at This Year's ONEFlight Myrtle Beach Classic* (Mar. 30, 2026), available at <https://myrtlebeachclassic.com/news/>; ONEFlight Myrtle Beach Classic, *The Beach Boys Bring Music to the ONEFlight Myrtle Beach Classic* (Mar. 30, 2026), available at <https://myrtlebeachclassic.com/news/>.

difficulties and struggling to pay charter aircraft operators from funds previously collected from customers, OFI offered certain customers a promotion providing a 40% discount on flights for a two-year period.¹⁰ OFI represented its promotional offers as limited to a small number of customers, while former OFI sales representatives have since reported that they were instructed to tell customers that only a limited number of promotional deals were available and that customers needed to act quickly.¹¹

39. OFI continued offering the same promotion to additional customers after representing that only a limited number of opportunities remained. The continued solicitation of deposits through purportedly limited offers enabled OFI to obtain additional customer funds while its existing obligations to customers and operators remained outstanding.

40. OFI, acting through and in concert with the individual Defendants, increased its solicitation of customer deposits to obtain funds necessary to satisfy obligations associated with previously sold prepaid flight hours and unpaid operators. In substance, OFI was using funds obtained from new or additional customer deposits to satisfy obligations arising from earlier customer deposits and previously incurred vendor obligations. The individual Defendants knew of, authorized, participated in, or benefitted from this practice, with the precise nature and extent of their knowledge, participation, and benefits to be determined through discovery.

C. The Sapphire Club Agreement and the \$250,000 Deposit (July 2026)

41. On or about July 28, 2026, while OFI was experiencing the financial and operational difficulties described above, OFI solicited an additional \$250,000 deposit from

¹⁰ See Instajet, OneFlight Sued Over Alleged Ponzi Scheme Operation (Sept. 2026), *available at* <https://instajet.ai/news/oneflight-sued-over-alleged-ponzi-scheme-operation>.

¹¹ See D. Gollan, OneFlight Took \$300 Million in Payments for Future Private Flights, Private Jet Card Comparisons (Sept. 23, 2026), *available at* <https://privatejetcardcomparisons.com/2026/09/23/oneflight-took-300-million-in-payments-for-future-private-flights/>.

Plaintiff through its “ONEFlight Sapphire Club Agreement (Colorado – 2026)” (the “Sapphire Agreement”) and accompanying “Addendum 1 – ONEFlight Club Agreement,” captioned “Additional Consideration” (the “Addendum”). Dismuke executed both agreements on OFI’s behalf. (Ex. B.) Just 49 days later, ONEFlight paused all flight activity.

42. The Addendum conveyed a false sense of urgency and scarcity. Its benefits were conditioned on Plaintiff executing the agreement "upon receipt today, July 28th, 2026," making a "\$5,000 non-refundable deposit via American Express to secure limited offer," and submitting a "final payment of \$245,000" before 12:00 PM the next day, July 29, 2026. (Ex. B, Addendum.).

43. In exchange, OFI promised to convert Plaintiff's JetCard to a Sapphire account, add a "\$200,000 non-refundable flight credit," and keep his "40% discount" in effect "on all flights through December 31st, 2027." (*Id.*) The Sapphire Agreement also repeated OFI’s promise of fixed hourly rates "protected from rate fluctuations," now through August 1, 2027. It set those rates about \$1,000 per hour below the JetCard rates. And it promised "A-List" perks, including "invitation-only special events" and a "very exclusive" annual gala. (Ex. B §§ 1, 10, 23(a) & Sched. A; *compare* Ex. A, Sched. A.)

44. In all, OFI received \$250,000 in cash in exchange for \$450,000 in flight balance at reduced rates and a 40% discount. OFI knew it could not deliver flights on those terms while continuing to pay its operators, yet the transaction provided OFI with an immediate \$250,000 cash infusion while creating \$450,000 in additional flight-hour obligations.

45. Relying on OFI’s representations concerning the offer, its purportedly limited availability, and OFI’s continuing ability to provide the promised flights, Plaintiff accepted the Sapphire Agreement. Plaintiff paid \$5,000 by American Express on July 28, 2026 (Ex. B at 15) and paid the remaining \$245,000 on or about July 29, 2026. These payments increased Plaintiff’s

total deposits with OFI to at least \$550,000.

46. When OFI solicited and accepted Plaintiff's additional \$250,000, Rajput and Dismuke knew or recklessly disregarded the fact that OFI was struggling to satisfy its existing obligations to customers and aircraft operators. Nevertheless, Defendants continued soliciting deposits through purportedly "limited" offers, including the Sapphire offer made to Plaintiff, while making the same or substantially similar offers to other customers. OFI appears to have used these new deposits to pay obligations owed to earlier customers and vendors, a hallmark of a Ponzi scheme. The individual Defendants also appear to have benefited from these deposits, including in ways that will be established through discovery.

47. Had Plaintiff known OFI's true financial condition, he would not have entered into any of the agreements or made any of the deposits described above.

D. OFI's Collapse

48. In August 2026, less than four weeks after Plaintiff's final payment, OFI imposed a 35% "economic surcharge" on all flight reservations, citing "extraordinary economic pressures currently affecting private aviation," and rescinded it within hours after customer backlash.¹² The surcharge directly contradicted OFI's promise in both of Plaintiff's agreements that his hourly rates were fixed and "protected from rate fluctuations." (Ex. A §§ 1, 23(a); Ex. B §§ 1, 23(a).)

49. Around Labor Day 2026, OFI offered double flight credits plus 10 large-cabin hours for \$250,000 cash deposits. When customers asked whether such deals signaled desperation, Rajput conceded that "[t]he promotions are loss leaders."¹³

¹² D. Gollan, OneFlight implements, rescinds a 35% jet card surcharge (Aug. 25, 2026), *available at* <https://privatejetcardcomparisons.com/2026/08/24/oneflight-implements-rescinds-a-35-jetcard-surcharge/>.

¹³ See D. Gollan, Over \$150 Million At Risk After Jet Charter Broker Suspends Flights, *Forbes* (Sept. 16, 2026), *available at* <https://www.forbes.com/sites/dougcollan/2026/09/16/over-150-million-at-risk-after-jet-charter-broker-suspends-flights/>.

50. On or about September 15, 2026, OFI notified customers that it was pausing all flight activity for at least 30 days, or until further notice. It deleted much of its online presence, and charter operators reported that OFI owed them, in some cases, hundreds of thousands of dollars.

51. On October 2, 2026, OFI emailed members a "Deposit Recovery Plan" (Ex. C). It acknowledged that "many members are still waiting for clarity about their deposits," but it offered neither flights nor refunds. Instead, it referred members to a program run by an unaffiliated third party and stated that any recovery under that program is "not a payment, credit, or refund by or on behalf of ONEflight." (*Id.*)

52. "Fly Forward" is a program created by The Jet Merchants, which describes itself as "an independent private aviation advisory firm." OFI's email described Fly Forward as "a deposit-recovery plan with preferential terms exclusively for ONEflight members" that "measures value against the ONEflight Schedule A rates your membership was set to carry into 2027." (Ex. C.)

53. The Fly Forward webpage linked in that email discloses what the email did not: "ONEflight is eligible to receive compensation from The Jet Merchants for making this offer available to its members, paid only when members enroll during the enrollment period." (Ex. D.) OFI's email instead told members only that "ONEflight does not sponsor, endorse, or guarantee The Jet Merchants or its services." (Ex. C.)

54. Thus, while holding Plaintiff's deposits and offering no refund, OFI stood to be paid for steering its own members, including Plaintiff, into a third-party program, but only if they enrolled within the window OFI promoted.

55. Plaintiff does not believe that OFI will become operational again, to the detriment of Plaintiff and all other existing customers with a cash balance at OFI.

E. Plaintiff's Damages

56. Under the two agreements and additional flight purchase, Plaintiff made at least \$550,000 in non-refundable deposits with OFI, and OFI promised \$350,000 in promotional credits, such that Plaintiff's account was to carry up to \$900,000 in flight balance, less flights taken. Those deposits and credits are summarized below:

- **JetCard Agreement:** \$150,000 deposited on or about January 20, 2026, in exchange for a \$150,000 promotional credit;
- **OFI Additional Flight Credit:** \$150,000 deposited on or about May 20, 2026;
- **Sapphire Agreement and Addendum:** \$5,000 charged to Plaintiff's American Express card on July 28, 2026; and
- **Sapphire Agreement and Addendum:** \$245,000 deposited on or about July 29, 2026, in exchange for a \$200,000 promotional credit.

57. Before OFI halted operations, Plaintiff used his account for four trips: on or about June 4, 2026, to Cabo San Lucas, Mexico; on or about June 11, 2026, to Des Moines, Iowa; on or about July 13, 2026, to Cabo San Lucas, Mexico; and on or about August 4, 2026, to Lancaster, Pennsylvania. OFI debited the cost of each trip from Plaintiff's account. (Ex. A § 14(d); Ex. B § 14(c).) The amounts debited, and Plaintiff's resulting balance, are reflected in account records within OFI's possession and control and will be established in discovery.

58. As a direct and proximate result of Defendants' conduct described herein, Plaintiff has been damaged in an amount to be proven at trial, but in excess of \$75,000, representing the unused balance of the \$550,000 in non-refundable deposits Plaintiff made in reliance on Defendants' representations, less the amounts OFI debited for Plaintiff's four flights, which are reflected in records within OFI's possession and control.

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

59. Defendants, and each of them, made false representations of material fact to Plaintiff and the public from at least 2025 through the cessation of OFI's operations, through OFI's public statements, marketing, and sponsorships, and through the written agreements and offers presented to Plaintiff in January and July 2026, representing that OFI was solvent and financially stable and capable of fulfilling its obligations to provide prepaid flight hours.

60. These representations were false when made. In truth, and as Defendants knew or recklessly disregarded, OFI was operating, at least by early 2026, in a manner consistent with a Ponzi scheme, in which funds obtained from new customer deposits — including Plaintiff's — were used to service and conceal OFI's inability to meet its pre-existing obligations to earlier customers and to vendors, rather than being reserved to fund Plaintiff's own prepaid flight hours.

61. Defendants made these false representations with the intent that Plaintiff and other existing or prospective customers rely on them and be induced to make, and continue making, ever-larger non-refundable deposits with OFI.

62. Plaintiff reasonably and justifiably relied on Defendants' representations. He had no access to OFI's internal financial information and no means of verifying its condition. He therefore depended on what Defendants presented to him: OFI's written promises of fixed rates and sufficient aircraft, its purportedly limited offers, its public reports of record revenue, and its high-profile sponsorships, all of which portrayed OFI as financially sound and able to deliver the flights he prepaid for.

63. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff has suffered damages in an amount to be proven at trial, but in excess of \$75,000, representing the unused balance of Plaintiff's \$550,000 in deposits, less the amounts OFI debited for Plaintiff's

flights.

64. Defendants' conduct was willful, wanton, fraudulent, and in reckless disregard of Plaintiff's rights. Plaintiff reserves the right to seek leave to amend to add a claim for exemplary damages under Colo. Rev. Stat. § 13-21-102(1.5)(a)

SECOND CLAIM FOR RELIEF

(Fraudulent Concealment)

(Against All Defendants)

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

66. Defendants had a duty to disclose OFI's true financial condition to Plaintiff because Defendants had superior knowledge of material facts not accessible to Plaintiff, and because Defendants' repeated representations regarding OFI's solvency and stability were misleading absent disclosure of OFI's actual, deteriorating financial condition.

67. Defendants intentionally concealed and suppressed material facts regarding OFI's financial condition, including its rising costs relative to its fixed prepaid-flight-hour obligations and its use of new deposits to fund existing obligations, with the intent to induce Plaintiff and others to continue making non-refundable deposits.

68. Defendant OFI's increased marketing and sponsorship expenditures, including its 2026 McLaren Formula 1 partnership and PGA TOUR Myrtle Beach Classic sponsorship, were affirmative acts of concealment designed to create a false impression of OFI's financial health while it was struggling to pay its operators.

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

70. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiff

has suffered damages in an amount to be proven at trial.

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

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

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

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

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

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

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

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

77. Rajput and Dismuke , acting on behalf of themselves and OneFlight, 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 customer deposits from new and existing customer, including Plaintiff, while concealing OFI's true financial condition and using new deposits to fund pre-existing obligations.

78. Each Defendant committed one or more overt, unlawful acts in furtherance of this common scheme, including the specific misrepresentations and concealment described above, and for each the personal benefit of each Defendant.

79. As a direct and proximate result of this conspiracy, Plaintiff has suffered damages in an amount to be proven at trial, for which each Defendant is jointly and severally liable.

FIFTH CLAIM FOR RELIEF

(Breach of Contract)

(Against Defendant ONEFlight International, Inc.)

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

81. Plaintiff and OFI entered into one or more valid and enforceable agreements under which Plaintiff paid OFI non-refundable deposits in exchange for OFI's agreement to provide corresponding prepaid flight hours and associated benefits.

82. Plaintiff performed all conditions, covenants, and obligations required of him, including tendering full payment of each deposit.

83. OFI breached its agreements with Plaintiff by ceasing flight operations and failing to provide the flight hours and benefits for which Plaintiff had paid.

84. As a direct and proximate result of OFI's breach, Plaintiff has suffered damages in an amount to be proven at trial, but in excess of \$75,000, representing the unused balance of Plaintiff's \$550,000 in deposits, less the amounts OFI debited for Plaintiff's flights.

SIXTH CLAIM FOR RELIEF

(Civil Theft, Colo. Rev. Stat. § 18-4-405)

(Against All Defendants)

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

86. Defendants, and each of them, knowingly obtained control over Plaintiff's funds by deception, and/or knowingly used, concealed, or disposed of Plaintiff's funds in a manner Defendants knew was probably stolen, with the intent to permanently deprive Plaintiff of the use or benefit of those funds, in violation of Colo. Rev. Stat. §§ 18-4-401 and 18-4-405.

87. Plaintiff is entitled to recover, in a civil action pursuant to Colo. Rev. Stat. § 18-4-405, the greater of the amount of his damages or three times such amount, together with costs and reasonable attorneys' fees.

SEVENTH CLAIM FOR RELIEF
(Unjust Enrichment — Pled in the Alternative)
(Against All Defendants)

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

89. To the extent this Court finds no enforceable contract governs the parties' relationship, or that individual Defendants Rajput and Dismuke are not parties to any such contract, Plaintiff pleads unjust enrichment in the alternative.

90. Plaintiff conferred a benefit on Defendants by depositing \$550,000 with OFI at Defendants' solicitation, the unused balance of which remained in OFI's possession at the time of OFI's closure.

91. Defendants, and each of them, appreciated and knowingly accepted this benefit under circumstances in which they knew, or should have known, that OFI would be unable to provide the corresponding flight time.

92. It would be inequitable for Defendants to retain this benefit without compensating Plaintiff for its value.

93. Plaintiff is entitled to restitution in an amount to be proven at trial.

EIGHT CLAIM FOR RELIEF
(Conversion)

(Against All Defendants)

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

95. Plaintiff had a right to possess and control the funds he deposited with OFI. Under the agreements, OFI credited those funds to a membership account "in the name of Member" as "pre-payment for flights," to be debited only for flights and related charges Plaintiff incurred. (Ex. A §§ 10, 14(a), 14(d); Ex. B §§ 3, 14(a), 14(c).)

96. Defendants, without authorization and in derogation of Plaintiff's rights, wrongfully exercised dominion and control over Plaintiff's funds. They did so by commingling those funds in OFI's general operating accounts and by using them to pay obligations owed to earlier customers and operators and to finance OFI's marketing campaigns and celebrity sponsorships, rather than applying them to Plaintiff's flights.

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

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

NINTH CLAIM FOR RELIEF

(Violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, et seq.)

(Against All Defendants)

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

100. Defendants, and each of them, engaged in unfair or deceptive trade practices in the course of their business by, among other things, representing to Plaintiff and other members of the

public that OFI's prepaid flight-hour program had characteristics, benefits, and financial backing it did not have, and by representing that Plaintiff's and other customers' deposits conferred rights and security they knowingly did not confer, in violation of Colo. Rev. Stat. § 6-1-105.

101. Defendants' practices occurred in the course of their business and significantly impacted the public as actual or potential consumers, as, upon information and belief, Defendants marketed and sold the same prepaid flight-hour products using the same or similar representations to numerous other customers in addition to Plaintiff. On information and belief, at least \$1,500,000 in unfulfilled customer pre-paid travel (aggregate customer cash accounts) was affected by OFI's shutdown.

102. Defendants' conduct proximately caused Plaintiff and other existing customers injury-in-fact and actual damages.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Robert K Hillin Jr., respectfully requests that this Court enter judgment in his favor and against Defendants ONEFlight International, Inc., Ferren Rajput and Mark Dismuke, jointly and severally where applicable, as follows:

A. Awarding Plaintiff compensatory damages in an amount to be proven at trial, but in excess of \$75,000;

B. Awarding Plaintiff treble damages pursuant to Colo. Rev. Stat. § 18-4-405 (civil theft) and/or Colo. Rev. Stat. § 6-1-113 (Colorado Consumer Protection Act);

C. Awarding Plaintiff restitution under the claim for unjust enrichment, to the extent pled in the alternative;

- D. Awarding Plaintiff pre-judgment and post-judgment interest as permitted by law;
- E. Awarding Plaintiff his reasonable attorneys' fees and costs incurred in bringing this action, to the extent permitted by law or contract;
- F. Granting such other and further relief as the Court deems just and proper.

JURY DEMAND

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

Dated: October 9, 2026.

Respectfully submitted,

THE POTTS LAW FIRM, LLP

/s/ J. Ryan Fowler

J. Ryan Fowler

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