IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. ___________________

KAMRAN JINNAH and
SHARRI JINNAH,

Plaintiffs,

v.

ONEFLIGHT INTERNATIONAL, INC., a Colorado corporation, and
FERREN RAJPUT, an individual,

Defendants.

PLAINTIFFS' ORIGINAL COMPLAINT AND JURY DEMAND

Plaintiffs Kamran Jinnah and Sharri Jinnah (collectively, the "Jinnahs") by and through their undersigned counsel, bring this Complaint against Defendants ONEflight International, Inc. ("OFI"), and Ferren Rajput ("Rajput") (collectively, "Defendants") and allege as follows:

NATURE OF THE ACTION

1. The Jinnahs bring this action against OFI and its founder and CEO, Rajput, for breach of contract and fraud. OFI is a federally regulated charter broker that sold private jet-club memberships, promising to arrange air travel through direct air carriers on behalf of its members. Relying on those promises, the Jinnahs paid OFI substantial deposits between January and June 2026, entrusting OFI to safeguard those funds and apply them toward future private flight services.

2. On information and belief, instead of holding its customers' prepaid funds in a dedicated escrow account as industry standards and fiduciary obligations require, OFI recklessly commingled the Jinnahs' and other customers' funds into its general operating accounts and

misappropriated that money to finance its own failing business operations, extravagant marketing campaigns, and celebrity sponsorships. On information and belief, OFI operated what amounted to a Ponzi scheme, using new customer deposits to pay for services owed to earlier members, and now lacks sufficient liquidity to return an estimated $150 million in customer deposits.

3. On or about September 16, 2026, OFI abruptly and without warning ceased all flight operations, leaving the Jinnahs and hundreds of other customers stranded without prior notice, explanation, or any opportunity to recover their funds. As a result, OFI continues to wrongfully retain more than $800,000 of assets, including cash payments and promotional credits purchased by the Jinnahs—money that was intended to be used for future flight services that OFI is now refusing to provide.

4. The Jinnahs bring this action to recover their funds that they deposited with OFI in good-faith reliance on OFI's promises to perform the contracted-for air-travel services, together with reimbursement of the Jinnahs' out-of-pocket costs associated with alternative flight arrangements for the flights OFI booked but refuses and/or is unable to provide on October 4 and 5, 2026. The Jinnahs also will seek emergency equitable and injunctive relief, including an order enjoining OFI and Rajput from further dissipating, transferring, concealing, or encumbering the Jinnahs' funds and any other assets, pending final judgment in this case, including an order enjoining transfer of funds contained in the Jinnahs' January 20, 2026, transfer of $300,000; February 23, 2026, transfer of $150,000; and June 25, 2026, transfer of $295,000.

PARTIES

5. Plaintiffs Kamran Jinnah and Sharri Jinnah are domiciled in and citizens of Florida.

6. ONEflight International, Inc. is incorporated under the laws of Colorado and maintains its principal place of business at 8208 Interport Boulevard, Suite 200, Englewood, Colorado 80112. OFI is therefore a citizen of Colorado.

7. Ferren Rajput is the founder and CEO of OFI. On information and belief, Rajput is domiciled in and a citizen of Colorado.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds $75,000, exclusive of interest and costs, and there is complete diversity of citizenship between the Jinnahs (both Florida citizens) and Defendants (both Colorado citizens).

9. This Court has general personal jurisdiction over Defendants because OFI is a Colorado corporation with its principal place of business in Colorado and Rajput resides and does business in Colorado. The Court also has specific jurisdiction because a substantial portion of the events giving rise to the Jinnahs' claims occurred in Colorado.

10. Venue is proper in this District under 28 U.S.C. § 1391(b) because Defendants have offices and conducted substantial business operations in this District and a substantial portion of the events giving rise to the Jinnahs' claims occurred in this District.

FACTUAL ALLEGATIONS

11. In or around January 2026, the Jinnahs enrolled in OFI's private jet-club membership program to arrange charter flights for their travel needs. Between January and June 2026, the Jinnahs transmitted three separate wire transfers to OFI, totaling $745,000, each designated for "OneFlight Membership" and intended to fund future flight services.

12. The Jinnahs' final deposit of $295,000 on June 25, 2026, was made less than three months before OFI's collapse. This deposit was solicited and accepted at a time when, as described below, OFI and Rajput knew or recklessly disregarded that OFI was in severe financial distress, teetering on the brink of insolvency, and utterly incapable of honoring its commitments to members.

13. On January 19, 2026, the Jinnahs executed a ONEflight Jetclub Agreement (the "Agreement") with OFI. Under the Agreement, OFI promised the Jinnahs lifetime "BAJ Membership in ONEFLIGHT JETCLUB (OFJ)" and access to a specified number of billable flight hours aboard charter aircraft arranged through OFI's network of Federal Aviation Administration Part 135 direct air carriers.

14. The Jinnahs' participation in OFI's BAJ Diamond Club Program obligated them to pay annual membership dues plus a $15,000 initiation fee and an annual $2,500 maintenance fee. These dues and fees were separate from the prepaid deposits the Jinnahs were required to make to maintain an account with OFI to cover pre-flight charges at member hourly rates.

15. Pursuant to the terms of the Agreement and in reliance on Defendants' representations, the Jinnahs wired substantial sums into a prepaid account that OFI maintained on their behalf. OFI represented that those funds would be held for the Jinnahs' exclusive benefit and applied as credit toward the cost of future charter flights at locked member rates.

16. In total, between January and June 2026, the Jinnahs transferred $745,000 to OFI for prepaid flight deposits and related membership charges. These transfers consisted of a $300,000 transfer on January 20, 2026; a $150,000 transfer on February 23, 2026; and a $295,000 transfer on June 25, 2026.

OFI's Lavish Marketing Campaigns

17. OFI invested heavily in cultivating a false image of financial strength and corporate prestige to deceive customers into entrusting OFI with enormous sums of money. OFI retained high-profile celebrity ambassadors and television personalities, including Shark Tank's Robert Herjavec and Kevin O'Leary, and secured prominent sponsorships with McLaren Racing's Formula 1 team, the ONEflight Myrtle Beach Classic (PGA), and TGL.[1] These vanity marketing expenditures—financed with customer deposits—cost OFI over $50 million annually.[2]

18. OFI's marketing materials also emphasized the company's ARGUS Certified Charter Broker and WYVERN Wingman Broker designations, representing to prospective and existing members that OFI met the highest industry standards for safety, operational integrity, and—critically—fiscal responsibility. The ARGUS program, as described in OFI's own promotional materials, required certified brokers to demonstrate "management of the fiscal responsibilities inherent to this line of business." On information and belief, OFI's representations were designed to assure members like the Jinnahs that their prepaid funds were being responsibly managed.

19. OFI coupled these marketing materials with direct, express representations of financial strength that were knowingly false. According to public reports, OFI reported "$232 million in total revenues in 2025, up 90% year on year, crediting in part its sports sponsorships

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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/.

2 *Id.*

and international expansion."[3] In a published interview, Rajput falsely boasted that OFI was "on track for a significant increase in revenues in 2026."[4] Rajput knew that statement was materially misleading and false when made and intended it to induce existing and prospective members, including the Jinnahs, to continue depositing funds with OFI while concealing OFI's impending collapse.

OFI's Concealed Financial Deterioration

20. OFI's and Rajput's public statements were lies. OFI was hemorrhaging cash and careening toward insolvency, reaching the point that it could no longer afford to pay the direct air carriers it partnered with to operate its customers' flights. An internal OFI resignation email from a departing executive revealed that OFI was not being "honest[] regarding OneFlight's financial and operation[al] position" and that OFI was "experienc[ing] difficulties paying operators, and in doing so are damaging relationships with trusted operators and clients alike."[5]

21. As OFI's financial position deteriorated, OFI desperately tried to squeeze its customers to generate cash. OFI attempted to impose a 35% "economic surcharge" on all flight reservations effective immediately, only to rescind it hours later following customer backlash.[6] OFI attributed this surcharge to "extraordinary economic pressures currently affecting private aviation." However, OFI's competitors never imposed such drastic costs. On information and

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[3] *See* D. Gollan, OneFlight 'actively addressing…financial and operations issues' (Sept. 10, 2026), *available at* https://privatejetcardcomparisons.com/2026/09/09/oneflight-actively-addressingfinancial-and-operations-issues/.

[4] *Id.*

[5] *Id.*

[6] 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-jet-card-surcharge/.

belief, this characterization was a lie designed to obscure the true source of those pressures—OFI's own gross mismanagement and the systematic dissipation of customer funds through its Ponzi scheme.

22. OFI also desperately sought financial infusions in the form of extreme discounts. One Labor Day special sought $250,000 in cash deposits in exchange for *double* the amount of flight credits and 10 additional hours in a large-cabin jet.[7] When customers questioned whether these deals showed desperation and were cause for worry, Rajput directly addressed these statements claiming that they were merely part of a long-term customer-building strategy—"The promotions are loss leaders, but those loss leaders drive a lot of business. The phones ring, we create more business. The point is you sell 10 cheap cards, and you get those customers for the next four or five years."[8]

23. As of September 2026, the Jinnahs maintained an unused prepaid account balance with OFI of $815,834.57 (inclusive of purchased promotional credits), with 326.5 available flight hours.

24. The Jinnahs also had three fully paid flight itineraries scheduled for October 4 and 5, 2026. Despite repeated outreach by the Jinnahs to confirm their upcoming travel, OFI's representatives failed to respond and have remained silent.

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[7] Forbes, Over $150 Million At Risk After Jet Charter Broker Suspends Flights (Sept. 16, 2026), *available at* https://www.forbes.com/sites/douggollan/2026/09/16/over-150-million-at-risk-after-jet-charter-broker-suspends-flights/.

[8] *Id.*

OFI's Shutdown and Refusal to Refund

25. On September 16, 2026, multiple major news outlets reported that OFI was suspending all flight activity for at least thirty days—or indefinitely—while it evaluated its dire financial and operational condition. Those reports further revealed that a staggering amount of customer funds—estimated at over $150 million—for prepaid flights is at risk of being lost entirely.[9] OFI subsequently posted a notice on its website that "[e]ffective immediately" all flight activity would be paused while OFI "conduct[s] a comprehensive evaluation of our current operations and status."

26. As a direct and proximate result of Defendants' willful, deliberate, and fraudulent conduct described herein, the Jinnahs have been damaged in an amount to be proven at trial, but not less than $815,834.57, plus interest, representing the value of the prepaid deposits the Jinnahs made in justifiable reliance on Defendants' false representations.

COUNT I
(Breach of Contract – Against OFI)

27. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

28. The Jinnahs and OFI entered into a valid, binding, and enforceable Agreement governing the terms of the Jinnahs' membership in OFI's jet-club program, including OFI's

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[9] *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/; *see also* D. Gollan, Over $150 Million At Risk After Jet Charter Broker Suspends Flights (Sept. 16, 2026), *available at* https://www.forbes.com/sites/douggollan/2026/09/16/over-150-million-at-risk-after-jet-charter-broker-suspends-flights/.

obligation to arrange charter flight services on the Jinnahs' behalf and to maintain the Jinnahs' prepaid deposits for application toward future flights.

29. The Jinnahs fully performed their obligations under the Agreement. Among other things, the Jinnahs paid all required membership dues, initiation and maintenance fees, and prepaid flight deposits, transmitting no less than $745,000 to OFI between January and June 2026.

30. OFI materially breached the parties' Agreement by, among other things:

a. suspending all flight operations and failing to provide the charter flight services for which the Jinnahs had contracted and prepaid;

b. failing to arrange or honor the Jinnahs' three fully paid flight itineraries scheduled for October 4 and 5, 2026;

c. failing to maintain the Jinnahs' prepaid account balance for their exclusive benefit as contemplated by the Agreement;

d. failing to provide assurances of its ability and willingness to perform its obligations under the Agreement; and

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

31. As a direct and proximate result of OFI's material breaches, the Jinnahs have suffered substantial damages.

COUNT II
(Unjust Enrichment – Against OFI)

32. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

33. In the alternative to Count I, the Jinnahs conferred substantial monetary benefits on OFI, including prepaid membership deposits and initiation and maintenance fees, all of which OFI accepted, retained, and used.

34. OFI had knowledge of and voluntarily accepted the benefits that the Jinnahs conferred.

35. Under the circumstances, it would be unconscionable for OFI to retain those benefits without providing the promised services or refunding the prepaid funds.

36. OFI has been unjustly enriched at the Jinnahs' expense.

COUNT III
(Fraud – Against OFI and Rajput)

37. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

38. Defendants, acting in concert, made materially false and misleading representations of fact to the Jinnahs and OFI's members and prospective members, including but not limited to the following:

a. Defendants represented through OFI's marketing materials and public statements that OFI was a financially stable, thriving enterprise with $232 million in revenues in 2025 and projected significant revenue growth in 2026, when in reality OFI was hemorrhaging cash, could not pay its partner air carriers, and was approaching insolvency;

b. Defendants represented that members' prepaid deposits would be held for their exclusive benefit and applied toward future flights at guaranteed locked rates with non-expiring hours and 365-day aircraft availability, when in reality OFI was commingling customer deposits into its general operating accounts and using those funds to finance its own business operations, extravagant marketing campaigns, and celebrity sponsorships; and

c. Defendants continued to solicit and accept substantial deposits from the Jinnahs and other members, while knowing or recklessly disregarding that OFI lacked the financial capacity to honor its commitments and was on the verge of suspending operations.

39. Defendants knew these representations were false or made them with reckless disregard for their truth or falsity.

40. Defendants made these representations and concealed these facts with the intent to induce the Jinnahs and other members to enroll in OFI's membership programs, to continue depositing substantial funds with OFI, and to refrain from withdrawing their existing deposits or seeking refunds.

41. The Jinnahs, unaware of the material facts that Defendants concealed and misrepresented, justifiably relied on Defendants' representations in depositing funds with OFI between January and June 2026, in maintaining their prepaid account balance, and in booking future flights through OFI.

42. Defendants' fraud was willful, wanton, malicious, and undertaken in conscious disregard of the Jinnahs' rights.

43. As a direct and proximate result of Defendants' fraud, the Jinnahs have suffered substantial damages in an amount to be proven at trial.

COUNT IV
(Colorado Consumer Protection Act Violations, Including C.R.S. §§ 6-1-101 through 6-1-115 – Against OFI and Rajput)

44. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

45. Defendants acted in concert and engaged in unfair or deceptive trade practices in violation of C.R.S. § 6-1-105, including but not limited to:

a. knowingly making false representations as to the characteristics, uses, and benefits of OFI's jet-club membership services, in violation of C.R.S. § 6-1-105(1)(e);

b. representing that OFI's services were of a particular standard, quality, or grade when they were of another, in violation of C.R.S. § 6-1-105(1)(g);

c. advertising services with intent not to sell them as advertised, in violation of C.R.S. § 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, in violation of C.R.S. § 6-1-105(1)(j); and

e. failing to disclose material information concerning OFI's financial condition, the security of customer deposits, and OFI's ability to perform its contractual obligations, which information was known to Defendants at the time of the transactions, in violation of C.R.S. § 6-1-105(1)(u).

46. Defendants engaged in this misconduct while OFI operated as a federally regulated charter broker and Rajput served as OFI's founder and CEO.

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

<u>COUNT V</u>
(Conversion – Against OFI and Rajput)

48. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

49. The Jinnahs had a right to possess and control the funds they deposited with OFI, which were intended to be held for their exclusive benefit and applied toward future charter flight services.

50. Defendants, without authorization and in derogation of the Jinnahs' rights, wrongfully exercised dominion and control over the Jinnahs' funds by commingling those funds into OFI's general operating accounts, misappropriating those funds to finance OFI's business

operations, extravagant marketing campaigns, and celebrity sponsorships, and refusing to return those funds upon demand.

51. Defendants' conversion was willful, wanton, and undertaken in conscious disregard of the Jinnahs' property rights.

52. As a direct and proximate result of Defendants' conversion, the Jinnahs have suffered substantial damages in an amount to be proven at trial.

COUNT VI
(Civil Theft, C.R.S. § 18-4-405 – Against OFI and Rajput)

53. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

54. Defendants committed theft, as defined by C.R.S. § 18-4-401, by knowingly obtaining, retaining, or exercising control over the Jinnahs' funds with the intent to permanently deprive the Jinnahs of those funds or their use or benefit.

55. Defendants' theft was committed knowingly, willfully, and with the specific intent to deprive the Jinnahs of their property.

56. Pursuant to C.R.S. § 18-4-405, the Jinnahs are entitled to recover three times the amount of the actual damages sustained as a result of Defendants' theft, plus costs of the action and reasonable attorneys' fees.

COUNT VII
(Unjust Enrichment – Against Rajput)

57. The Jinnahs reallege and incorporate by reference the paragraphs above as though fully restated herein.

58. The Jinnahs conferred substantial monetary benefits on OFI, which were subsequently used to pay Rajput's salary, bonuses, and other compensation, and to fund OFI's business operations under Rajput's direction and control.

59. Rajput had knowledge of and voluntarily accepted the benefits derived from the Jinnahs' deposits, either directly through compensation or indirectly through the continued operation of OFI.

60. Under the circumstances, it would be unconscionable for Rajput to retain any benefits derived from the Jinnahs' deposits without providing the promised services or making restitution.

61. Rajput has been unjustly enriched at the Jinnahs' expense.

JURY DEMAND

62. The Jinnahs demand a jury trial on all issues so triable.

PRAYER FOR RELIEF

The Jinnahs respectfully request the Court enter judgment in their favor and against Defendants as follows:

1. Compensatory damages in an amount to be proven at trial but no less than $815,834.57, together with prejudgment and post-judgment interest at the maximum rate permitted by law;

2. Punitive damages to the extent permitted by law;

3. Consequential damages, including all replacement flight costs and any other costs incurred as a result of Defendants' breaches;

4. Restitution and disgorgement of all prepaid funds;

5. Temporary, preliminary, and permanent injunctive relief, including but not limited to an order enjoining Defendants from further using, diverting, transferring,

concealing, encumbering, or dissipating the Jinnahs' funds and any other assets of Defendants, wherever located;

6. Treble the amount of actual damages pursuant to C.R.S. § 6-1-113;

7. Costs of suit and recoverable attorneys' fees pursuant to C.R.S. § 6-1-113; and

8. Such other and further relief as the Court deems just and proper.

Dated: September 25, 2026

Respectfully submitted,

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