

promised to book private air travel services with direct air carriers on behalf of its customers. To participate in OFI's private membership program, Klimasewski paid OFI more than \$1.1 million in membership fees and prepaid funds to guarantee future flight services.

2. Without prior notice or explanation to its customers, OFI abruptly suspended its operations on or about September 16, 2026. OFI is holding a balance of \$954,164 in Klimasewski's member account (\$464,164 in cash deposits and \$490,000 in flight credits), intended to be used for future flight services that OFI will not provide.

3. On information and belief, instead of holding its customers' prepaid funds in a dedicated escrow account, OFI, at Rajput's direction, absorbed Klimasewski's and other customers' cash into its operating capital as part of a Ponzi-like scheme and now lacks the liquidity to compensate its customers for their estimated \$150 million in deposits with OFI. OFI continued to accept Klimasewski's deposits for more than five years, including most recently a cash deposit of \$100,000 on October 30, 2025 and a cash deposit of \$150,000 on January 29, 2026, while concealing that OFI was unable to pay the direct air carriers that operated its customers' flights.

4. Klimasewski seeks recovery of his funds, which he deposited with OFI in good faith reliance on OFI's promise to perform. Klimasewski also seeks an accounting and other equitable and injunctive relief, including an order enjoining OFI from using, diverting, or otherwise dissipating the customer funds on deposit, and any other assets pending a final judgment in this case, including an order enjoining transfer of funds contained in Klimasewski's October 30, 2025 and January 29, 2026 deposits.

PARTIES

5. Plaintiff Robert G. Klimasewski is an individual who resides in Victor, New York, and is a citizen of the State of New York.

6. ONEflight Jets, Inc., d/b/a ONEflight International is a Colorado corporation with

its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Incorporated on January 3, 2013, ONEflight Jets is an aviation charter broker and an affiliate of BALCC and BAJit. On information and belief, ONEflight Jets shared offices, corporate resources and employees with BALCC and BAJit, and Rajput, as the owner of all three entities, operated them closely together as one business. All three entities had the same registered agent and corporate counsel David Stefanski.

7. BALCC Holdings, LLC, d/b/a ONEflight International is a Colorado limited liability company with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Formed on January 3, 2007, BALCC is an aviation charter broker and an affiliate of ONEflight Jets and BAJit. On information and belief, BALCC shared offices, corporate resources and employees with ONEflight Jets and BAJit, and Rajput, as the owner of all three entities, operated them closely together as one business. All three entities had the same registered agent and corporate counsel David Stefanski.

8. ONEflight International, Inc., d/b/a BAJit, is a Colorado corporation with its principal place of business located at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. Incorporated on January 24, 2013, BAJit is an affiliate of BALCC and ONEflight Jets and is the contracting party to the membership agreements at issue in this action. When Klimasewski entered into the agreements described below, BAJit's offices were located at 8001 South Interport Boulevard, Suite 320, Englewood, Colorado 80112. On information and belief, BAJit shared offices, corporate resources and employees with BALCC and ONEflight Jets, and Rajput, as the owner of all three entities, operated them closely together as one business. All three entities had the same registered agent and corporate counsel David Stefanski.

9. Ferren Rajput is the Founder and CEO of ONEflight Jets, the owner of BALCC,

and the owner of BAJit. On information and belief, as the owner of all three entities, Rajput operated them closely as one business. On information and belief, Rajput resides in Aurora, Colorado.

10. Mark Dismuke is a citizen and resident of the State of Colorado. Dismuke is OFI's Executive Vice President of Sales since July 2022 and OFI's Vice-President of Strategy Growth since April 2020. Dismuke was responsible for supervising OFI's sales personnel and for soliciting and closing, personally and together with Rajput, large customer deposits, including Klimasewski'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 benefited from the unjustly solicited and obtained customer deposits, and each is personally liable for the conduct regardless of their status as officers, employees, or agents of OFI.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and there is complete diversity between Klimasewski (a New York citizen) and Defendants (all Colorado citizens).

13. This Court has personal jurisdiction over Defendants because ONEflight Jets is a Colorado corporation with its principal place of business in Colorado, BALCC is a Colorado limited liability company with its principal place of business in Colorado, BAJit is a Colorado corporation with its principal place of business in Colorado, and Rajput resides and does business in Colorado.

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendants

have offices and conducted substantial business operations in this District and a substantial portion of the events giving rise to Klimasewski's claims occurred in this District.

FACTUAL ALLEGATIONS

A. ONEflight's Interconnected Business

15. Rajput divided the assets of the ONEflight business among the three entities. BAJit is the registered owner of the two Gulfstream aircraft that OFI held out to its members as its corporate jets. ONEflight Jets is the registered owner of a Cessna aircraft. BALCC holds the trademark registrations for ONEFLIGHT INTERNATIONAL, ONEFLIGHT, and JETCLUB, the names under which OFI marketed and sold its memberships, including Klimasewski's.

16. ONEflight Jets and BALCC both do business as "ONEflight International," the same name under which BAJit contracted with Klimasewski. The agreements described below identify Klimasewski's counterparty only as "ONEflight International," are signed on behalf of "ONEFLIGHT INTERNATIONAL, INC.," and states that the right to receive payment under it belongs to "ONEFLIGHT INTERNATIONAL." Klimasewski and OFI's other members had no way to distinguish among the three entities.

17. In registering the ONEFLIGHT INTERNATIONAL trademark, BALCC submitted OFI's website, oneflight.net, as evidence of its use of the mark. That is the same website through which OFI marketed its memberships to the public and on which OFI announced the suspension of its operations.

18. In September 2026, within days of OFI's suspension of operations, David Stefanski resigned as registered agent for all three entities.

19. On information and belief, Rajput owns and controls BAJit, ONEflight Jets, and BALCC, and each entity is a mere instrumentality for the transaction of Rajput's own affairs. On

information and belief, the three entities do not operate as distinct business entities: they share offices, employees, corporate counsel, a website, and the “ONEflight International” name; they potentially commingle funds, including customer deposits; and Rajput moved customer funds among the three entities, and to himself, as needed to operate the ONEflight business.

20. Rajput used the three entities to defeat the rightful claims of OFI’s customers. BAJit, the entity that contracted with OFI’s customers, holds the customers’ deposit obligations, while the brand and trademarks under which OFI sold those memberships are held by BALCC and the Cessna aircraft is held by ONEflight Jets. On information and belief, BAJit is thinly capitalized relative to its obligations to OFI’s customers. Treating the three entities as separate would allow Rajput to shield the ONEflight business’s assets from its customers, and disregarding their separate corporate forms would achieve an equitable result.

B. OFI’s False Representations

21. OFI spent millions of dollars on marketing campaigns featuring high profile celebrity ambassadors and television personalities, including but not limited to Shark Tank’s Robert Herjavec and Kevin O’Leary, and secured prominent sponsorships of sporting events, like PGA tournaments (ONEflight Myrtle Beach Classic and TGL) and McLaren Racing’s Formula 1 team.¹

22. 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 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

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/>.

this line of business.”

23. On information and belief, the purpose of OFI’s extensive marketing efforts was to inspire public trust and confidence in OFI’s brand and project the image of a thriving corporate enterprise, when, in reality, unbeknownst to its customers, OFI was subsidizing its extravagance with their prepaid funds.

24. OFI also made direct, express representations of financial strength to its existing and prospective customers, such as Klimasewski, that were knowingly false. According to public reports, OFI reported \$232 million in total revenues in 2025, up 90% year over year, crediting in part its sports sponsorships and international expansion.² In a published interview, Rajput falsely boasted that OFI was “on track for a significant increase in revenues in 2026.”³ Rajput knew that statement was material, misleading and false when made, and intended for it to induce existing and prospective members, including Klimasewski, to continue depositing funds with OFI while concealing OFI’s impending collapse.

25. Additionally, on November 14, 2023, representatives from OFI, including Mark Dismuke (OFI’s Executive Vice President of Sales since July 2022 and OFI’s Vice-President of Strategy Growth since April 2020), sent an email to Klimasewski, stating:

² 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/>.

³ *Id.*

To put your mind at ease regarding our stability, we have been in business for over 12 years, with a highly vetted network of +/- 700 operators now with our European expansion. We were the first and one of only three brokers worldwide that carry both ARG/US and Wyvern certifications together. To obtain and maintain these certifications, ONEflight undergoes multiple audits performed annually by third party industry accredited aviation auditors to determine the degree to which our policies, processes, and procedures conform to their stringent ethical and legal standards as well as compliance with applicable rules, regulations, and customer-dictated preferences, **including fiscal integrity** and appropriate transparency.

We are not focused on "propping" ourselves up for an IPO or private sale. Wheels Up, is the only IPO so far in the industry with any track record, this experiment has proven not to be successful. They are heavily leveraged, taking out loans against every one of their

aircraft = \$296M, bankruptcy is looming, and their Founder and CEO resigned about a month ago. The issue with these types of operators is they carry a massive debt structure and grow primarily only through acquisitions, equating to more debt load. We do not have to raise capital to support our growth, nor make decisions based on shareholder pressure. We remain focused on striving to steadily grow by providing the best service possible for our members.

We have a long list of Brand Ambassadors, from A-list celebrities to several in the financial sector endorsing our brand. These individuals would not attach their names to ONEflight if they didn't have the upmost confidence in our brand, product, and performance, they are not paid to speak highly of us, but rather they are paying members like you. We operate a non-asset-based business, we don't have a fleet of jets to maintain, pilots and crews to pay, etc., therefore unlike our competitors we have very low overhead and no assets to borrow against or over-leverage. The core of our business is based on lower cost upfront JetCard and memberships, not on tens of thousands of members putting large upfront cash deposits to "help fund expenses". We are proud that our growth is 100% organic, through hard work, not via acquisitions and by providing a superior service at a competitive rate.

Please see below for an article posted by private aviation renowned Doug Gollan regarding our financial strength.

<https://privatejetcardcomparisons.com/2023/08/26/oneflight-bajit-revenues-increased-17-in-h1-2023/>

As for the comp flight, there is no expiration on them so you may use it when you please! We just will need to get the routes to put on the addendum.

Please let me know if you would like to pay with AMEX or wire transfer and I can send over the quick addendum. Thanks!

26. Contrary to its public persona, OFI was hemorrhaging cash up to the point that it could no longer afford to pay the direct air carriers it partnered with to operate its customers' flights.

27. Public reports further suggest that OFI's CFO, Hanno Uys, a South African native, has been in detention by U.S. Immigration and Customs Enforcement since September 3, 2026. See *id.*

C. Klimasewski's Membership and Cash Deposits with OFI

28. In December 2020, OFI's then-Senior Director of Sales solicited Klimasewski to purchase an OFI membership. OFI first offered Klimasewski a \$15,000 "trial" jet card, urging him to commit quickly because OFI had "only 3 left and they will be sold by the end of the day," and then offered Klimasewski a full lifetime membership promotion in its place.

29. On December 30, 2020, Klimasewski entered into a ONEflight Jetclub Agreement (Lifetime BAJ Membership) (the "2020 Agreement") with BAJit, whereby BAJit agreed to offer Klimasewski access to a number of flight hours under a Lifetime BAJ Membership in ONEFLIGHT JETCLUB (OFJ) for a one-time initiation fee of \$15,000.00.

30. Under the 2020 Agreement, Klimasewski's membership "is perpetual," and flight

hours “which remain unused at the end of each Anniversary Year will automatically carry forward for use during the next year without expiration.” 2020 Agreement §§ 3, 9(c). OFI further agreed that it was “obligated to continue to provide Aircraft comparable to those available at the date of this [2020] Agreement, and have sufficient Aircraft in reasonable locations to provide annual reservations for all issued annual hours.” *Id.* § 6. The 2020 Agreement also permits the member to cancel the membership “for any reason” without penalty upon thirty days’ written notice. *Id.* § 5. OFI also agreed that, for as long as Klimasewski maintained his account in good standing, he was entitled to reserve member flights at fixed hourly rates. *Id.* § 1.

31. In an addendum to the 2020 Agreement titled “Additional Consideration,” OFI also agreed to issue Klimasewski an additional 12.5 flight hours if he executed and paid for a BAJ25 Program or greater on or before 2:00 p.m. Mountain Time on December 31, 2020 (“2020 Addendum”). *Id.*, 2020 Addendum 1. On information and belief, OFI used time-limited offers like the 2020 Addendum to accelerate the inflow of new customer cash, which OFI needed to fund its operations and to satisfy obligations owed to earlier customers.

32. Klimasewski paid OFI a \$15,000 initiation fee, membership dues for the program he selected, and an annual \$2,500 maintenance fee. These dues and fees were separate from the prepaid deposits he made toward future flights. On December 31, 2020, Klimasewski transferred a \$100,000 cash deposit to OFI.

33. Thereafter, despite the perpetual membership afforded by the 2020 Agreement, OFI solicited Klimasewski to enter into a ONEflight BAJCard Agreement with BAJit (“2025 Agreement,” and together with the 2020 Agreement, the “Agreements”), which he did on January 14, 2025. Under the 2025 Agreement, BAJit agreed to give Klimasewski access to the Silver BAJCard club with an annual 25 hours of flight time for use with \$15,000 in annual club dues and

the ability to make cash deposits of not less than \$100,000 for additional hours. *Id.* preamble and §§ 2-3.

34. In an addendum to the 2025 Agreement titled “Additional Consideration,” OFI also agreed to buy back 85.10 hours from Klimasewski’s BAJ25 Membership account for \$85,000 and apply those funds towards his new BAJCard account while also providing an additional \$135,000 in “flight/cash credit” and “one complimentary 2.5 hour light jet trip.” (“2025 Addendum”). *Id.*, 2025 Addendum 1. However, in order to obtain these benefits, Klimasewski was required to execute the 2025 Agreement and make a payment of \$150,000 “on or before 3:00 p.m. MST, January 14, 2025.” *Id.*, 2025 Addendum 1. On information and belief, OFI used time-limited offers like the 2025 Addendum to accelerate the inflow of new customer cash, which OFI needed to fund its operations and to satisfy obligations owed to earlier customers.

35. Klimasewski made the \$150,000 cash deposit pursuant to the 2025 Agreement.

36. Throughout the parties’ relationship, OFI, through its representatives, such as Dismuke, would continue to solicit new cash deposits from OFI’s customers, including Klimasewski. For example, on February 15, 2024, Dismuke sent an email to OFI’s customers, including Klimasewski, offering \$10,000 additional credit if the customer made a \$100,000 cash deposit that very day.

37. Pursuant to the terms of the 2020 Agreement and 2025 Agreement, Klimasewski regularly purchased charter-flight services through OFI and deposited additional funds into an account maintained by OFI for his benefit, which funds were intended to be used as prepaid credit toward Klimasewski’s future flights.

38. Between December 31, 2020 and January 29, 2026, Klimasewski deposited more than \$1.1 million with OFI, including a cash deposit of \$100,000 on October 30, 2025 and a cash

deposit of \$150,000 on January 29, 2026.

39. Throughout the parties' relationship, OFI carried and reported Klimasewski's cash balance as available for his use, and OFI never notified Klimasewski that any portion of his deposits had been or would be forfeited.

40. At no time during the parties' relationship did OFI disclose to Klimasewski that OFI was experiencing financial or operational difficulties. Rather, throughout the parties' relationship, OFI made representations to Klimasewski that OFI was financially strong in order to induce him to continue to provide cash deposits to OFI.

D. OFI Ceases Operations Indefinitely

41. On or about September 16, 2026, OFI suspended its operations.

42. The message on OFI's website states:

Dear ONEflight Clients,

We are writing to inform you of an important temporary change to ONEflight International flight services.

Effective immediately, ONEflight is pausing all flight activity for the next 30 days, or until further notice, while we conduct a comprehensive evaluation of our current operations and status.

We sincerely appreciate your patience and understanding.

Sincerely,

ONEflight International

<https://oneflight.net/>

43. OFI has not resumed operations. On information and belief, all of OFI's personnel have been terminated, and OFI informed its employees, without warning, that it was shutting down.

44. At the time OFI suspended its operations, Klimasewski's accounts with OFI reflected two separate balances. First, Klimasewski's BAJCard Silver account reflected a cash

balance of \$464,164, the remaining balance of his prepaid cash deposits. Second, the “BAJCard Credits” section of Klimasewski’s account, which tracks the flight credits OFI issued on top of his cash deposits, reflected a balance of \$490,000. A copy of Klimasewski’s account balances with OFI is attached as **Exhibit A**.

45. OFI represents and acknowledges in the Agreements that flights booked with OFI are subject to the Charter Broker rules contained in 14 CFR Part 295.

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

Air charter brokers must make prompt refunds of all monies paid for charter air transportation when such transportation cannot be performed or when such refunds are otherwise due, as required by 14 CFR 374.3 and 12 CFR part 226 for credit card purchases, and within 20 days after receiving a complete refund request for cash and check purchases.

14 C.F.R. § 295.26.

47. To date, OFI has failed and refused to return Klimasewski’s funds notwithstanding that it has suspended operations and cannot perform the flight services for which those funds were paid.

48. As a direct and proximate result of OFI’s misconduct, Klimasewski has suffered damages in an amount not less than \$954,164 (\$464,164 in cash deposits and \$490,000 in flight credits), together with interest and other losses.

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

COUNT I

Breach of Contract against BAJit

50. Plaintiff realleges and incorporates the foregoing allegations as though fully

restated herein.

51. Plaintiff and BAJit entered into the 2025 Agreement on January 14, 2025, through which BAJit converted Plaintiff's lifetime membership to a Silver BAJCard club membership. The 2025 Agreement is a valid and enforceable agreement governing the provision of prepaid flight services and customer deposits, including BAJit's obligations to arrange charter flight services on Plaintiff's behalf and to maintain Plaintiff's prepaid deposits for application towards future flights.

52. In the alternative, to the extent the 2025 Agreement did not supersede the 2020 Agreement, the 2020 Agreement, which Plaintiff and BAJit entered into on December 30, 2020, remains a valid and enforceable agreement, including BAJit's obligations to arrange charter flight services on Plaintiff's behalf and to maintain Plaintiff's prepaid deposits for application towards future flights.

53. Plaintiff fully performed his obligations under the Agreements, including the payment of membership dues, initiation and maintenance fees, prepaid flight deposits, and other charges required under the Agreements.

54. BAJit materially breached the 2025 Agreement and, in the alternative, the 2020 Agreement, by, among other things:

1. Suspending all flights and operations and failing to provide charter flight services for which Plaintiff had contracted and prepaid;
2. Failing to maintain Plaintiff's prepaid account balance for his benefit as contemplated by the 2025 Agreement (or, in the alternative, the 2020 Agreement);
3. Failing to provide charter flights up to Plaintiff's available funds balance;
4. Failing to maintain sufficient aircraft to provide reservations to Plaintiff;
5. Failing to provide adequate assurances of its ability and willingness to perform its obligations under the 2025 Agreement (or, in the alternative, the 2020 Agreement), and that the contracted services would be provided;

6. Failing to make Plaintiff's prepaid funds available as required by the 2025 Agreement (or, in the alternative, the 2020 Agreement);
7. Failing to refund Plaintiff's prepaid funds on deposit; and
8. Anticipatorily repudiating its obligations under the 2025 Agreement (or, in the alternative, the 2020 Agreement) through its public announcement suspending all flight operations indefinitely and unequivocally communicating its intent not to perform its future contractual obligations to Plaintiff.

55. Plaintiff suffered substantial damages as a direct and proximate result of BAJit's material breaches of the Agreements.

COUNT II

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

56. Plaintiff realleges and incorporates the foregoing allegations, except those alleging the existence of an express contract, as though fully restated herein.

57. Plaintiff conferred substantial monetary benefits on BAJit, including prepaid deposits for flights and membership dues.

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

59. Under the circumstances, it would be unconscionable and unjust for BAJit to retain those benefits without providing the promised services or refunding the prepaid funds.

60. BAJit has been unjustly enriched at Plaintiff's expense.

COUNT III

Unjust Enrichment against ONEflight Jets and BALCC

61. Plaintiff realleges and incorporates the foregoing allegations, except those alleging the existence of an express contract, as though fully restated herein.

62. ONEflight Jets and BALCC are not parties to the Agreements.

63. On information and belief, Plaintiff's prepaid deposits and membership dues were transferred to, used by, or otherwise conferred a benefit on ONEflight Jets and BALCC, including

by funding the acquisition, operation, and marketing of the aircraft, trademarks, and brand that each holds and by paying their expenses.

64. ONEflight Jets and BALCC knowingly accepted, retained, and used those benefits.

65. ONEflight Jets and BALCC engaged in improper, deceitful, and misleading conduct, including by doing business under the same “ONEflight International” name as BAJit, holding themselves out to Plaintiff and the public as part of a single ONEflight business, and accepting the benefit of customer deposits that OFI solicited while concealing that it could not perform.

66. Under these circumstances, it would be unjust for ONEflight Jets and BALCC to retain those benefits without compensating Plaintiff.

67. ONEflight Jets and BALCC have been unjustly enriched at Plaintiff’s expense.

COUNT IV

Unjust Enrichment against Rajput

68. Plaintiff realleges and incorporates the foregoing allegations, except those alleging the existence of an express contract, as though fully restated herein.

69. Plaintiff conferred substantial monetary benefits on OFI, including prepaid deposits for flights and initiation fees, membership dues, and maintenance fees, 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. Additionally, on information and belief, Rajput has transferred some if not all of Plaintiff’s prepaid deposits to himself, his family members, or their other corporate entities for his personal benefit.

70. Rajput knowingly and voluntarily accepted, retained, and used those benefits derived from Plaintiff’s deposits, either directly through compensation or diversion of the deposits

or indirectly through the continued operation of OFI.

71. Under the circumstances, it would be unconscionable and unjust for Rajput to retain those benefits derived from Plaintiff's deposits without providing the promised services or refunding the prepaid funds.

72. Rajput has been unjustly enriched at Plaintiff's expense.

COUNT V

Accounting against OFI

73. Plaintiff realleges and incorporates the foregoing allegations as though fully restated herein.

74. OFI possesses records exclusively within its control concerning: account balances;

1. deposits;
2. flight credits;
3. deductions;
4. withdrawals;
5. transfers among BAJit, ONEflight Jets, BALCC, Rajput, and any other person or entity;
6. charges;
7. disposition of customer funds; and
8. charges related to upcoming itineraries.

75. Plaintiff lacks access to such information.

76. An accounting is necessary to determine the amount owed to Plaintiff and the disposition of his funds.

77. OFI owes a duty to Plaintiff to account for Plaintiff's funds in OFI's possession.

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

COUNT VI

Fraud against OFI, Rajput, and Dismuke

79. Plaintiff realleges and incorporates the foregoing allegations as though fully restated herein.

80. Defendants, acting in concert, intentionally concealed and/or failed to disclose material facts and/or made false and misleading representations of material fact to Klimasewski 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 revenue in 2025 and projected significant revenue growth in 2026, when in reality OFI was hemorrhaging cash, its expenses well exceeded its revenues, it was diverting, dissipating, and exhausting its customers' prepaid accounts to fund its own operations, it could not pay its partner air carriers, and it was approaching insolvency;
- b. Defendants represented that members' prepaid deposits would be held for their benefit and applied towards future flights, with non-expiring hours and aircraft available to book 365 days a year, when in reality OFI was commingling customer deposits into a general operating account and using those funds to finance its own business operations, extravagant marketing campaigns, and celebrity sponsorships, or for Defendants' own personal benefit; and
- c. Defendants continued to solicit and accept substantial deposits from Plaintiff and other members, while knowingly and recklessly disregarding that OFI lacked the financial capacity to honor its commitments and was on the verge of suspending operations.

81. Defendants knew that these representations were false or made them with reckless disregard for their truth or falsity. Defendants also had a duty to disclose those material facts and to make accurate representations to OFI's customers, including Plaintiff, about the use of their funds on account, OFI's financial condition, and its ability to continue operations, but they knowingly concealed those facts.

82. Defendants made these representations and concealed these facts with the intent to induce Plaintiff and other members to enroll in OFI's membership programs, to continue

depositing substantial funds with OFI (such as Plaintiff's cash deposit of \$100,000 on October 30, 2025 and cash deposit of \$150,000 on January 29, 2026), and to refrain from withdrawing their existing deposits or seeking refunds.

83. Plaintiff was unaware of those material facts that were concealed and otherwise misrepresented and justifiably relied on Defendants' representations and deposited significant funds with OFI with the understanding that such funds would be protected, preserved, and reserved for use on future air travel.

84. Defendants' fraud was willful, wanton, malicious, and undertaken in conscious disregard of Plaintiff's rights.

85. Plaintiff suffered damages as a direct and proximate result of Defendants' fraud in an amount not less than \$954,164 (\$464,164 in cash deposits and \$490,000 in flight credits), together with interest and other losses.

COUNT VII

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

86. Plaintiff realleges and incorporates the foregoing allegations as though fully restated herein.

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

88. These practices occurred in the course of OFI's business as a federally regulated Indirect Air Carrier/Charter Broker and in the course of Rajput's business as OFI's Owner and CEO, and Dismuke's business as OFI's Executive President of Sales.

89. Defendants' practices significantly impacted Plaintiff and the public as actual or potential consumers of OFI's services because they 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.

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

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

COUNT VIII

Conversion against OFI, Rajput, and Dismuke

92. Plaintiff realleges and incorporates the foregoing allegations as though fully restated herein.

93. Plaintiff has a right to possess and control the funds he deposited with OFI, which were intended to be held for his benefit and applied towards future charter flight services.

94. Defendants, without authorization and in derogation of Plaintiff's rights,

wrongfully exercised dominion and control over Plaintiff's funds by commingling them into OFI's general operating accounts, misappropriating those funds to finance OFI's business operations, extravagant marketing campaigns, and celebrity sponsorships, and failing to return those funds.

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

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

COUNT IX

Civil Theft, C.R.S. § 18-4-405, against OFI, Rajput, and Dismuke

97. Plaintiff realleges and incorporates the foregoing allegations as though fully restated herein.

98. Defendants committed theft, as defined by C.R.S. § 18-4-401, by knowingly obtaining, retaining, or exercising control over Plaintiff's funds without authorization and with the intent to permanently deprive Plaintiff of those funds or their use or benefit.

99. Defendants' theft was committed knowingly, willfully, and with the specific intent to permanently deprive Plaintiff of his property.

100. Pursuant to C.R.S. § 18-4-405, Plaintiff is 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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Robert G. Klimasewski respectfully requests judgment entered in his favor and against Defendants OFI and, where applicable, Ferren Rajput and Mark Dismuke, as follows:

1. For compensatory damages in an amount to be proven at trial but not less

than \$954,164 (\$464,164 in cash deposits and \$490,000 in flight credits), together with interest and other losses.

2. For restitution and disgorgement of all prepaid funds;
3. For consequential damages;
4. For a full accounting relating to Plaintiff's funds;
5. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from further using, diverting, or dissipating Plaintiff's funds and other assets;
6. For treble the amount of actual damages established by clear and convincing evidence of Defendants' bad faith conduct pursuant to C.R.S. § 6-1-113;
7. For treble damages, costs, and reasonable attorneys' fees pursuant to C.R.S. § 18-4-405;
8. For an order disregarding the separate corporate forms of BAJit, ONEflight Jets, and BALCC, and holding Rajput, ONEflight Jets, and BALCC jointly and severally liable for any judgment entered against BAJit;
9. For applicable prejudgment and post-judgment interest;
10. For costs of suit and recoverable attorneys' fees pursuant to C.R.S. § 6-1-113; and
11. For such other and further relief as the Court deems just and proper.

JURY DEMAND

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

Dated: October 9, 2026

Respectfully submitted,

**ROBERT G. KLIMASEWSKI, a New
York resident**

By: /s/ Charles Carlin

Charles Carlin

Harshwinder K. Badhesha

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