

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

|                                      |   |                               |
|--------------------------------------|---|-------------------------------|
| <b>ROBERT MILAM,</b>                 | § | <b>CIVIL ACTION NO. _____</b> |
|                                      | § |                               |
| <b>Plaintiff,</b>                    | § |                               |
|                                      | § |                               |
| <b>v.</b>                            | § | <b>DEMAND FOR JURY TRIAL</b>  |
|                                      | § |                               |
| <b>ONEFLIGHT INTERNATIONAL, INC.</b> | § |                               |
| <b>and MARK DISMUKE,</b>             | § |                               |
|                                      | § |                               |
| <b>DEFENDANTS.</b>                   | § |                               |

**PLAINTIFF’S ORIGINAL COMPLAINT**

Plaintiff Robert Milam (“Milam” or “Plaintiff”) files this Original Complaint against Defendants ONEflight International, Inc. (“ONEflight”) and Mark Dismuke (“Dismuke”) (together, “Defendants”), and alleges as follows.

**I. NATURE OF THE CASE**

1. On September 15, 2026, the day before ONEflight shut down its operations, ONEflight’s Executive Vice President of Sales, Mark Dismuke, closed a \$250,000 “investment” he had personally and persistently solicited from Milam, a seven-year ONEflight VIP customer living in Eastland County, Texas. Dismuke pitched Milam an enhanced, limited-time package of flight credits, a membership buyback, a Diamond membership upgrade, and complimentary jet hours, all in exchange for an immediate \$250,000 wire. Milam wired the money, and Dismuke confirmed receipt and assured Milam that his account would be updated with the promised benefits.

2. Less than twenty-four hours later, ONEflight announced by mass email from a no-reply marketing address that it was “pausing all flight activity for the next 30 days, or until further notice.” Since then, ONEflight and Dismuke have gone silent and have refused to return Milam’s

money. Defendants knew, and concealed from Milam, that ONEflight was in dire financial condition and was unable to perform the very obligations it was selling. Defendants did not solicit Milam's \$250,000 to provide him flight services; they solicited it as a last-minute cash infusion for a company on the verge of collapse.

3. Milam brings this suit to recover his money, including the \$250,000 he wired on September 15, 2026, and the balance of his prepaid funds that ONEflight continues to hold, together with exemplary and statutory damages, interest, and attorneys' fees.

## **II. PARTIES**

4. Plaintiff Robert Milam is an individual residing in Eastland County, Texas. For diversity purposes, Milam is a citizen of the State of Texas.

5. Defendant ONEflight International, Inc. is a Colorado corporation with its principal place of business at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112. For diversity purposes, ONEflight is a citizen of Colorado. 28 U.S.C. § 1332(c)(1). ONEflight may be served with process pursuant to Federal Rule of Civil Procedure 4(h)(1)(B) by delivering a copy of the summons and of the complaint to an officer, a managing or general agent, or its registered agent for service of process, at its principal place of business at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112, or wherever it may be found.

6. Defendant Mark Dismuke is an individual who, upon information and belief, resides in and is domiciled in the State of Colorado and is the Executive Vice President of Sales of ONEflight. For diversity purposes, Dismuke is a citizen of Colorado. Dismuke may be served with process pursuant to Federal Rule of Civil Procedure 4(e)(2) by personal delivery of a copy of the summons and of the complaint to him at his residence, located at 9449 Winding Hill Way,

Lone Tree, Colorado 80124, or by leaving a copy of each at his dwelling or usual place of abode with someone of suitable age and discretion who resides there, or wherever he may be found.

### **III. JURISDICTION AND VENUE**

7. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a)(1) because there is complete diversity of citizenship between the parties (Plaintiff is a citizen of Texas, and each Defendant is a citizen of Colorado), and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Milam seeks recovery of, among other things, the \$250,000 he wired to ONEflight and the approximately \$438,000 in prepaid funds remaining on deposit with ONEflight, together with additional and exemplary damages.

8. This Court has specific personal jurisdiction over Defendants pursuant to Federal Rule of Civil Procedure 4(k)(1)(A) and the Texas long-arm statute, TEX. CIV. PRAC. & REM. CODE § 17.042, which extends to the limits of due process. ONEflight purposefully availed itself of the privilege of conducting business in Texas by, among other things: (a) maintaining a continuous, seven-year customer relationship with Milam, a Texas resident living in Eastland County, Texas, through which ONEflight repeatedly solicited and accepted substantial payments from Texas; (b) over the course of that relationship, regularly arranging, coordinating, and dispatching private jet aircraft to and from Eastland County and other locations in Texas to transport Milam, including coordinating with charter operators, flight crews, and Texas airports for flights originating in or returning to Texas; (c) through its sales personnel, including Dismuke and Yusef Ksouri, placing telephone calls and sending text messages and other communications to Milam in Texas for the purpose of soliciting the \$250,000 payment at issue; (d) soliciting, receiving, and retaining a \$250,000 wire transfer sent from Texas; and (e) committing torts in whole or in part in Texas, *see id.* § 17.042(2), by directing fraudulent misrepresentations and

omissions to Milam in Texas, on which Milam relied in Texas. Milam's claims arise directly from and relate to these Texas contacts.

9. This Court likewise has specific personal jurisdiction over Defendant Dismuke under TEX. CIV. PRAC. & REM. CODE § 17.042(2) and consistent with due process. Dismuke personally and purposefully directed his conduct at Texas: he personally telephoned Milam to solicit the \$250,000 payment; after Milam returned to his home in Eastland County, Texas, Dismuke personally communicated with Milam in Texas and presented an enhanced offer that induced Milam's payment; and Dismuke personally confirmed to Milam in Texas that ONEflight had received the \$250,000 wire sent from Texas. Each of these communications contained, or was part of, the fraudulent misrepresentations and omissions alleged herein, and Dismuke knew Milam was a Texas resident who would rely on them, and suffer injury, in Texas.

10. Dismuke's status as an officer or employee of ONEflight does not shield him from jurisdiction. A corporate agent is personally liable for, and subject to jurisdiction based upon, his own fraudulent or tortious acts, even when committed in the course and scope of his employment. Milam's claims against Dismuke arise from Dismuke's own statements and omissions purposefully directed to Milam in Texas.

11. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Milam's claims occurred in Eastland County, Texas, which lies within the Northern District of Texas. Milam received Defendants' solicitations and misrepresentations in Eastland County, relied on them there, and initiated the \$250,000 wire transfer from Eastland County.

#### **IV. FACTUAL BACKGROUND**

12. ONEflight markets and sells private aviation memberships and prepaid flight programs under which customers pay substantial sums in advance in exchange for future flight hours, flight credits, and associated membership benefits.

13. Milam has been a private aviation client of ONEflight for over seven years. Throughout that time, Milam has resided in Texas, maintained an active ONEflight membership, regularly used ONEflight's services, and entrusted ONEflight with substantial sums of money for future flight credits and related benefits. Through this longstanding relationship, ONEflight and its sales personnel knew that Milam lived in Texas and directed their communications and solicitations to him there.

14. Dismuke is ONEflight's Executive Vice President of Sales. Upon information and belief, Dismuke supervises ONEflight's sales personnel and personally solicits and closes large customer deposits. As a senior executive of a closely held company, Dismuke knew, or recklessly disregarded, ONEflight's true financial and operational condition.

15. In early September 2026, Yusef Ksouri, a ONEflight sales representative, contacted Milam to present what he described as an exclusive, limited-time opportunity: in exchange for a \$250,000 payment, ONEflight would provide Milam with \$100,000 in additional flight credits, over and above the \$250,000 being solicited, and an upgraded Diamond membership. Milam, who was traveling at the time, chose not to give the offer immediate consideration.

16. Shortly after Milam's call with Ksouri, Dismuke personally called Milam and attempted to persuade him to move forward with the transaction Ksouri had proposed by saying he could sweeten the deal. Milam, who was still traveling, again declined.

17. After returning to his home in Eastland County, Texas, Milam texted Ksouri about a recently advertised ONEflight promotion, a "Labor Day offer" made to ONEflight's broader

customer base, with terms more generous than those Ksouri and Dismuke had proposed. Dismuke, through Ksouri, received Milam's inquiry and, through communications directed to Milam in Eastland County, presented an enhanced offer under which ONEflight agreed to: (1) provide a \$250,000 flight-credit match; (2) repurchase Milam's existing fifty-two (52) membership hours for \$83,200 in flight credits; (3) upgrade Milam to ONEflight's Diamond Membership Plan; and (4) provide a ten-hour complimentary Heavy JetCard, all in exchange for a \$250,000 wire transfer (the "Enhanced Offer").

18. When Dismuke made the Enhanced Offer, he represented, expressly and by implication, that ONEflight was operating, would continue to operate, and was able to deliver the credits, membership upgrade, and flight hours it was selling. Dismuke said nothing about ONEflight's financial condition or any plan to suspend operations. However, by that time, ONEflight was unable to pay the charter operators that flew its customers, its chief financial officer had been in federal immigration detention since September 3, 2026, and industry publications had reported by September 10, 2026, that ONEflight was "actively addressing ... financial and operations issues." Upon information and belief, ONEflight's decision to suspend operations had already been made, or was imminent, when Dismuke solicited Milam's payment.

19. Relying on Dismuke's representations and his longstanding relationship with ONEflight, Milam accepted the Enhanced Offer. On September 15, 2026, Dismuke sent Milam the paperwork for the transaction by DocuSign, which Milam completed from Eastland County, and that same day Milam wired \$250,000 to ONEflight. Dismuke confirmed ONEflight's receipt of the funds and advised Milam that his account would be updated to reflect the promised benefits.

20. Less than twenty-four hours later, on September 16, 2026, ONEflight abruptly notified Milam and its other customers, by mass email sent from a no-reply marketing address,

that “[e]ffective 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.”

21. Since that notice, Milam has repeatedly tried, without success, to obtain information about his funds, membership benefits, and account. Calls to ONEflight’s primary telephone line have gone unanswered and unreturned. Dismuke and Ksouri, who had pursued Milam with calls and texts just days earlier, have not responded to Milam’s calls, voicemails, or text messages. ONEflight’s website is nonfunctional except for a notice of the suspension of operations.

22. The circumstances and chronology, including Defendants’ persistent solicitation of a cash infusion from Milam, ONEflight’s concurrent “Labor Day offer” to its broader customer base, and ONEflight’s cessation of operations virtually immediately after receiving Milam’s \$250,000, demonstrate that Defendants knew of, but concealed, ONEflight’s dire financial condition and its inability to deliver anything Dismuke promised when they induced Milam to wire the funds. Upon information and belief, Defendants never intended to deliver the promised benefits and solicited Milam’s funds to fund ONEflight’s operations or obligations to others.

23. On September 18, 2026, Milam, through counsel, sent a written demand to ONEflight, Dismuke, and Ksouri by FedEx and electronic mail for return of the \$250,000 within ten days. Defendants have not returned any portion of Milam’s funds, and ONEflight has not provided any of the credits, hours, or benefits Dismuke promised. Nor have ONEflight, Dismuke, or Ksouri responded in any way to that demand.

24. In addition to the \$250,000 Milam wired on September 15, 2026, Milam had previously paid ONEflight substantial sums for prepaid flight credits and membership benefits, of which approximately \$438,000 remained on deposit with ONEflight when it suspended operations

(the “Prior Account Balance”). In total, therefore, ONEflight holds approximately \$688,000 of Milam’s prepaid funds, consisting of the \$250,000 September 15, 2026 wire and the Prior Account Balance.

25. On the morning of September 16, 2026, before ONEflight issued its suspension notice, Milam booked through ONEflight, and ONEflight confirmed, flights for his wife to Oklahoma City, Oklahoma, and back, scheduled for September 24 and September 27, 2026. ONEflight did not perform either flight, and it has not provided Milam any flight services since its September 16, 2026 notice.

26. By failing to perform Milam’s confirmed flights, suspending all flight activity indefinitely, abandoning all communication with Milam, and ignoring his written demand, ONEflight has unequivocally repudiated its obligations to provide Milam the flight services, credits, and benefits for which he prepaid. ONEflight’s repudiation constitutes an anticipatory breach of its agreements with Milam, excuses any further performance by Milam, and entitles Milam to the return of the entire amount remaining on deposit with ONEflight, including both the \$250,000 wired on September 15, 2026, and the Prior Account Balance.

27. At all relevant times, Dismuke acted within the course and scope of his employment with ONEflight, and ONEflight is liable for his conduct. Dismuke also personally participated in, directed, and carried out the fraudulent conduct described in this Complaint and is personally liable for it regardless of his status as an officer, employee, or agent of ONEflight.

## **V. CAUSES OF ACTION**

### **COUNT I Common-Law Fraud (Against All Defendants)**

28. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

29. Defendants made material representations to Milam, including that, in exchange for a \$250,000 wire, ONEflight would provide Milam a \$250,000 flight-credit match, repurchase his fifty-two membership hours for \$83,200 in flight credits, upgrade him to the Diamond Membership Plan, and provide a ten-hour complimentary Heavy JetCard; that the offer was an exclusive, limited-time opportunity; and that Milam's account would be updated to reflect these benefits. Defendants further represented, expressly and by implication, that ONEflight was operating and able to perform these obligations.

30. These representations were false when made. Defendants knew they were false, or made them recklessly, as positive assertions, without knowledge of their truth. To the extent the representations were promises of future performance, Defendants made them with no intention of performing, as shown by, among other things, ONEflight's suspension of all flight activity less than twenty-four hours after receiving Milam's money.

31. Defendants made the representations with the intent that Milam act on them by wiring \$250,000 to ONEflight. Milam actually and justifiably relied on the representations in doing so.

32. As a direct and proximate result of Defendants' fraud, Milam has suffered injury, including the out-of-pocket loss of his \$250,000 payment. Because Defendants acted with fraud and malice, Milam is also entitled to exemplary damages under TEX. CIV. PRAC. & REM. CODE § 41.003.

**COUNT II**  
**Fraud by Nondisclosure**  
***(Against All Defendants)***

33. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

34. Defendants concealed from and failed to disclose to Milam material facts, including ONEflight's dire financial condition, its inability to pay the operators that flew its customers, its inability to deliver the benefits it was selling, and its imminent suspension of all flight operations.

35. Defendants had a duty to disclose these facts because, among other things, they made partial disclosures and affirmative representations about the Enhanced Offer and ONEflight's ability to provide its benefits that created a false impression, and because they knew Milam was ignorant of the facts and did not have an equal opportunity to discover them. Defendants knew the facts were material and deliberately remained silent.

36. Defendants intended for Milam to act without knowledge of the concealed facts, and Milam relied on Defendants' nondisclosure in wiring \$250,000 to ONEflight. Milam would not have done so had he known the truth. As a direct and proximate result, Milam has suffered injury, and he is entitled to actual and exemplary damages.

**COUNT III**  
**Violation of the Texas Deceptive Trade Practices Act**  
**(Tex. Bus. & Com. Code § 17.41 *et seq.*)**  
**(Against All Defendants)**

37. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

38. Milam is a "consumer" under TEX. BUS. & COM. CODE § 17.45(4) because he sought and acquired goods and services (private aviation flight credits, flight hours, and membership benefits) by purchase.

39. Defendants engaged in false, misleading, or deceptive acts or practices on which Milam relied to his detriment, in violation of TEX. BUS. & COM. CODE §§ 17.46(b) and 17.50(a)(1), including by:

- a. representing that goods or services have characteristics, uses, or benefits they do not have, § 17.46(b)(5);
- b. representing that goods or services are of a particular standard or quality when they are of another, § 17.46(b)(7);
- c. advertising goods or services with intent not to sell them as advertised, § 17.46(b)(9); and
- d. failing to disclose information concerning goods or services known at the time of the transaction with the intent to induce Milam into a transaction he would not otherwise have entered, § 17.46(b)(24).

40. Defendants also engaged in an unconscionable action or course of action in violation of TEX. BUS. & COM. CODE § 17.50(a)(3) by taking advantage of Milam's lack of knowledge to a grossly unfair degree when they solicited and accepted his \$250,000 on the eve of ONEflight's shutdown. Dismuke is individually liable under the DTPA for his own deceptive conduct.

41. Defendants' conduct was a producing cause of economic damages to Milam. Because Defendants acted knowingly and intentionally, Milam seeks up to three times his economic damages, together with reasonable and necessary attorneys' fees and costs, under TEX. BUS. & COM. CODE § 17.50(b) and (d). Milam provided Defendants written notice of his complaint and damages on September 18, 2026.

**COUNT IV**  
**Violation of the Texas Theft Liability Act**  
***(Against All Defendants)***

42. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

43. Defendants committed theft under TEX. CIV. PRAC. & REM. CODE § 134.002(2) and TEX. PENAL CODE § 31.03 by unlawfully appropriating Milam's \$250,000 with intent to deprive him of it. Defendants' appropriation was without Milam's effective consent because Milam's consent was induced by deception, as defined in TEX. PENAL CODE § 31.01(1), including Defendants' creation and confirmation of a false impression of fact that ONEflight was operating and would deliver the promised benefits in exchange for his payment, and their failure to correct that false impression.

44. Defendants have retained Milam's funds despite demand and despite ONEflight's suspension of the very services for which the funds were paid.

45. As a result of Defendants' theft, Milam has sustained actual damages and is entitled to recover those damages, additional statutory damages of up to \$1,000 from each Defendant, and his court costs and reasonable and necessary attorneys' fees under TEX. CIV. PRAC. & REM. CODE § 134.005.

**COUNT V**  
**Negligent Misrepresentation**  
**(PLEADED IN THE ALTERNATIVE)**  
***(Against All Defendants)***

46. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

47. In the alternative, Defendants, in the course of their business and in a transaction in which they had a pecuniary interest, supplied false information for Milam's guidance, including

the representations regarding the Enhanced Offer and ONEflight's ability to perform. Defendants failed to exercise reasonable care or competence in obtaining or communicating that information. Milam justifiably relied on the information, and Defendants' negligent misrepresentations proximately caused Milam pecuniary loss, including the \$250,000 he wired to ONEflight.

**COUNT VI**  
**Conversion**  
***(Against All Defendants)***

48. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

49. Milam owned and had the right to immediate possession of the specific, identifiable \$250,000 he wired to ONEflight on September 15, 2026, which Defendants obtained through the fraud and deception described above. Defendants wrongfully exercised dominion and control over those funds, to the exclusion of and inconsistent with Milam's rights. Milam demanded return of the funds on September 18, 2026, and Defendants have refused and failed to return them. Dismuke personally participated in the conversion by soliciting, receiving, and confirming receipt of the funds. As a direct and proximate result, Milam has suffered damages of at least \$250,000, and because Defendants acted with fraud and malice, Milam is entitled to exemplary damages.

**COUNT VII**  
**Money Had and Received**  
***(Pleaded in the Alternative)***  
***(Against All Defendants)***

50. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

51. In the alternative, Defendants hold money, namely Milam's \$250,000 payment and, as to ONEflight, the Prior Account Balance, that in equity and good conscience belongs to Milam, and Milam is entitled to recover it.

COUNT VIII

**COUNT VIII**  
**Breach of Contract**  
***(Against ONEflight Only)***

52. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

53. Milam and ONEflight are parties to valid and enforceable contracts, including Milam's ONEflight membership agreement and the agreement memorializing the Enhanced Offer that Milam executed by DocuSign on September 15, 2026, under which ONEflight agreed, in exchange for Milam's prepaid funds, to provide Milam flight services, flight credits, membership hours, and related membership benefits.

54. Milam fully performed his obligations under those contracts, including by paying ONEflight the funds comprising the Prior Account Balance and by wiring ONEflight \$250,000 on September 15, 2026.

55. ONEflight breached the contracts by, among other things, failing to perform Milam's confirmed September 24 and September 27, 2026 flights, failing to credit Milam's account with or provide the benefits of the Enhanced Offer, and failing to honor Milam's prepaid flight credits. ONEflight further anticipatorily repudiated the contracts by suspending all flight activity indefinitely, ceasing all communication with Milam, and ignoring his written demand, thereby unequivocally manifesting that it will not perform its remaining obligations.

56. As a direct and proximate result of ONEflight's breaches, Milam has suffered damages, including the loss of the Prior Account Balance of approximately \$438,000 and the \$250,000 he wired on September 15, 2026. Milam is also entitled to recover his reasonable attorneys' fees under TEX. CIV. PRAC. & REM. CODE § 38.001(b)(8).

COUNT IX

**COUNT IX**  
**Unjust Enrichment**  
**(Pleaded in the Alternative)**  
**(Against ONEflight Only)**

57. Milam incorporates each of the foregoing paragraphs by reference as if fully set forth herein.

58. In the alternative, and to the extent no valid, enforceable express contract governs the subject matter of the funds at issue, ONEflight has been unjustly enriched by its receipt and retention of the Prior Account Balance and the \$250,000 Milam wired on September 15, 2026. ONEflight obtained these benefits by fraud or by taking undue advantage of Milam, and it has retained them while refusing to provide the flight services, credits, and benefits for which they were paid. It would be unconscionable for ONEflight to retain these funds, and Milam is entitled to restitution of the full amount by which ONEflight has been unjustly enriched.

**EXEMPLARY DAMAGES**

59. Milam seeks exemplary damages under TEX. CIV. PRAC. & REM. CODE § 41.003 because the harm to Milam resulted from Defendants' fraud and malice. Because Defendants' conduct constitutes theft under Chapter 31 of the Texas Penal Code that would be punishable as a felony of the third degree or higher, the statutory limitation on exemplary damages does not apply. TEX. CIV. PRAC. & REM. CODE § 41.008(c)(13).

**CONDITIONS PRECEDENT**

60. All conditions precedent to Milam's claims for relief have been performed, have occurred, or have been waived or excused.

**ATTORNEYS' FEES AND INTEREST**

61. Milam seeks to recover his costs and reasonable and necessary attorneys' fees as authorized by law, including under TEX. CIV. PRAC. & REM. CODE §§ 38.001(b)(8) and 134.005(b) and TEX. BUS. & COM. CODE § 17.50(d).

62. Milam further requests an award of pre-judgment interest at the maximum rate allowed by law, including under TEX. FIN. CODE § 304.003, and post-judgment interest under 28 U.S.C. § 1961.

### **PRAYER**

Milam respectfully requests that Defendants be summoned to appear and answer, and that upon final trial the Court enter judgment in favor of Milam against Defendants, jointly and severally (except as to Counts VIII and IX, which are asserted against ONEflight only), for the following relief:

- a. actual damages, including the \$250,000 Milam paid to ONEflight and, as against ONEflight, the Prior Account Balance of approximately \$438,000;
- b. up to three times economic damages under the Texas Deceptive Trade Practices Act;
- c. statutory damages under the Texas Theft Liability Act;
- d. exemplary damages;
- e. pre-judgment and post-judgment interest at the maximum legal rate;
- f. reasonable and necessary attorneys' fees;
- g. costs of court; and
- h. all other relief to which Milam may be justly entitled.

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38, Milam demands a trial by jury on all issues so triable.

DATED: October 19, 2026

Respectfully submitted,

/s/ T. Ray Guy

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