UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action Number : 1:26-cv-06381

Robert S. Parsley,
***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 S. Parsley ("Plaintiff" or "Parsley"), 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 August 2024 and continuing through at least July 2026, Defendants, acting through OFI's Senior Director of Sales, 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 eight non-refundable payments to OFI totaling $765,000 between August 2024 and July 2026, the last $100,000 of it on July 8–9, 2026, about ten 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 S. Parsley 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," "BAJ," and "BAJCard" memberships and tiered clubs such as the "Emerald 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. G, 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 each of Plaintiff's agreements and addenda on OFI's behalf. Rajput and Dismuke worked closely together in operating and marketing OFI's business.

19. Waqas Nawaz ("Nawaz"), OFI's Senior Director of Sales, was Plaintiff's primary contact at OFI and solicited each of Plaintiff's deposits by email, telephone, and text message. Nawaz repeatedly told Plaintiff that his offers had been approved by his "VP" or by OFI's "CEO." (Ex. H at Parsley0013, Parsley0029.)Upon information and belief, Nawaz acted at the direction and with the approval of Dismuke, OFI's Executive Vice President of Sales, and Rajput, OFI's CEO.

A. The JetCard Agreement and the "Free Upgrade" (August–October 2024)

20. On August 5, 2024, Plaintiff signed a contract with OFI titled "ONEflight JetCard Membership (2.0) (Colorado)" (the "JetCard Agreement"), which Dismuke executed on OFI's behalf, under which Plaintiff made a non-refundable deposit of $100,000 "as pre-payment for flights." (Ex. A § 10.)

21. 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," August 1, 2025 (§ 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).

22. The JetCard Agreement's signature page added an "additional consideration" offer that expired the same day: if Plaintiff signed and made the $100,000 deposit before 2:00 p.m. MST on August 5, 2024, OFI would provide "a $25,000 nonrefundable cash account credit." (Ex. A at 8.)

23. On August 6, 2024, $100,000 was wired to OFI on Plaintiff's behalf and credited to his OFI account. Plaintiff subsequently used the account for a flight from Houston to Abilene, Texas.

24. Less than two months later, Nawaz began soliciting a second $100,000 deposit. On September 30, 2024, he offered Plaintiff a free "upgrade" — "a $65K value" — if Plaintiff added $100,000 to his account, promising that Plaintiff would "save $800/hr" on flights and that "your funds never expire." (Ex. H at Parsley0016.) He also promised that the upgraded membership carried "Guaranteed Aircraft Availability" and "Guaranteed Recovery Aircraft." (*Id.* at Parsley0017.)

25. Nawaz pressed the offer as scarce. On October 1, 2024, he wrote, "We only have two free upgrade offers left," and promised "exclusive access to events like the F1 Paddock Club, PGA tournaments, Pro-Am tournaments, complimentary stays at luxury resorts, and more." (Ex. H at Parsley0004.) On October 2, 2024, he wrote that OFI had "completed our allocations for this offering," but that "after a good discussion with my VP, I was able to secure one last allocation just for you." (*Id.* at Parsley0008.)

26. In the early morning of October 3, 2024, Plaintiff declined, writing that "I will pass on the additional hundred thousand dollar infusion." (Ex. H at Parsley0014.) Hours later, Nawaz

replied: "Since my VP approved it, I went ahead and sent you the agreement in case you change your mind—it's rare that they make this kind of offer." (*Id.* at Parsley0013.) Upon information and belief, Nawaz's "VP" was Dismuke.

27. On October 4, 2024, Plaintiff signed a "ONEflight JetClub Agreement – Lifetime BAJ Membership (Colorado)" (the "BAJ Agreement") and an accompanying "Addendum 1 – ONEflight JetClub Agreement" (the "October 2024 Addendum"), both executed by Dismuke. (Ex. B.) The addendum required a $100,000 nonrefundable payment "on or before 3:00PM MT October 4, 2024," in exchange for which OFI promised to provide the BAJ25 membership "at no charge," waive the "$15,000 initiation fee," convert Plaintiff's JetCard account, and transfer "[a]ll remaining funds" to the new account "as nonrefundable flight credit." (Ex. B at 10.)

28. On October 7, 2024, an additional $100,000 was wired to OFI on Plaintiff's behalf and credited to his account. Within two months, OFI had collected a total of $200,000 for Plaintiff's account.

B. OFI's Continued Solicitations and Deposits (December 2024–November 2025)

29. On December 23, 2024, Nawaz emailed Plaintiff and other members that "starting next year, we will no longer be offering cash credits on deposits," that his "executive team has allocated a total of $1 million for a final opportunity to secure cash credits," and that, "with just four allocations remaining, I encourage you to act quickly." (Ex. H at Parsley0020.) That representation was false. OFI went on to offer Plaintiff cash credits in June 2025, November 2025, and July 2026.

30. On January 13, 2025, Nawaz solicited Plaintiff to convert his membership to a new "BAJ Card," writing, "We only have 10 allocations available for this program, so act fast!" (Ex. H at Parsley0024.) That afternoon, Plaintiff signed the "ONEflight BAJCard Agreement (Colorado

– 2025)" (the "BAJCard Agreement") and an accompanying addendum (the "January 2025 Addendum"), both executed by Dismuke. (Ex. C.) The DocuSign record shows the agreement was sent to Plaintiff at 10:46 a.m. and signed at 1:46 p.m. Mountain time. (*Id.*)

31. The January 2025 Addendum required a $115,000 nonrefundable payment "on or before 3:00PM MST, January 13th, 2025." In exchange, OFI agreed to buy back Plaintiff's remaining 22.2 BAJ25 hours "for $22,000," applied as a "nonrefundable flight/cash account credit," and to provide one complimentary 2.5-hour light-jet flight and two priority-booking fee waivers. (Ex. C at 10.) The BAJCard Agreement again promised fixed hourly rates "protected from rate fluctuations" and sufficient aircraft for all Members. (Ex. C §§ 1, 7, 23(a).) Plaintiff wired the $115,000 to OFI that day.

32. On June 19, 2025, Plaintiff declined another offer, writing that he would "pass on this opportunity." (Ex. H at Parsley0031.) The next day, Nawaz replied: "My CEO stated he can give you 2 additional Priority booking fee waivers, and the 60K cash credit. Honestly, no one else has gotten more than the 60K as it's a great deal in itself, but I went to bat for you and explained to my CEO your need, and he approved it." (*Id.* at Parsley0029.) Upon information and belief, the "CEO" Nawaz referred to was Rajput.

33. Plaintiff signed the resulting addendum on June 20, 2025 (the "June 2025 Addendum"), which Dismuke executed on OFI's behalf. (Ex. D.) It promised a $60,000 "nonrefundable flight/cash account credit" and two additional priority booking waivers, and stated that "Funds on account will never expire," in exchange for a $100,000 nonrefundable payment before noon Mountain time on June 23, 2025. (*Id.*) On or about [June __, 2025], Plaintiff paid OFI the $100,000 [by wire transfer].

34. On November 13, 2025, Nawaz offered another limited allocation. (Ex. H at

Parsley0034.) Under the resulting addendum (the "November 2025 Addendum"), which Dismuke executed, Plaintiff agreed to deposit $100,000 that day, and OFI agreed to provide "a $50,000 (non-refundable) credit" unless Plaintiff made an optional second $100,000 deposit on November 28, 2025. (Ex. E.) Plaintiff wired the $100,000 on or about [November 13, 2025] and did not make the optional second deposit.

35. That same day, Nawaz wrote that he was "glad you took one of these allocations as I was only given 2 of them," and that OFI's coming Black Friday offer "will be better than a 100% cash match which is what we offered last Black Friday." (Ex. H at Parsley0034.) That statement confirms that OFI was offering 100% cash matches in November 2024, weeks before Nawaz told members that cash credits were ending. By the end of 2025, Plaintiff had deposited $515,000 with OFI.

36. Each of these offers increased the flight obligations OFI took on relative to the cash it received. The offers' value to OFI lay in the immediate cash they generated, rather than in any profit from the flights OFI obligated itself to provide.

37. OFI offered materially similar deadline-driven incentives to other customers during the same period.[1]

C. OFI's Manufactured Image of Financial Strength

38. 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

[1] *See Compl. ¶¶ 13, 16, Jinnah v. ONEflight Int'l, Inc., No. 1:26-cv-04761-NRN (D. Colo. filed Sept. 25, 2026); Compl. ¶¶ 21–22, 41–43, Hillin v. ONEflight Int'l, Inc., No. 1:26-cv-05136 (D. Colo. filed Oct. 9, 2026); Bander v. ONEflight Int'l, Inc., No. 1:26-cv-05521 (D. Colo. filed Oct. 26, 2026).*

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]

39. 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 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.

40. 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]

41. 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.

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[2] *See* D. Gollan, BAJit Private Jet Broker OneFlight Is 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.*
[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.*

42. 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

43. OFI conveyed the same image of financial strength and exclusivity through its agreements with Plaintiff. The Emerald Club Agreement promised access to "Luxury Partners," including the American Express PGA ProAm, "highly exclusive invitation-only special events to include A-List celebrity figures," a potential "personal meeting with our A-List celebrities," and a "very exclusive" black-tie "ONEflight Annual Gala." (Ex. G § 10.)

44. 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.

45. 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.

46. 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]

47. 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.

48. 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 Partner of the McLaren Mastercard Formula 1 Team.[7]

49. 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.

50. 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

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[6] *Id.*

[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/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/.

appearance to induce Plaintiff and other customers to maintain and increase their deposits.

51. 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.

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

53. 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.

54. 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

[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/.

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.

D. The June 2026 Discount Addendum and the $150,000 Deposit

55. On June 4, 2026, the day after OFI launched the 40% promotion described above, Nawaz emailed Plaintiff: "Glad we got this offering approved for you!" He attached new wiring instructions, explaining that OFI had received "new wiring instructions at the beginning of the year," and asked for a $150,000 wire. (Ex. H at Parsley0036.)

56. That day, Plaintiff signed an "Addendum 1 – Additional Consideration" (the "June 2026 Addendum"), which Dismuke executed on OFI's behalf. It conditioned its benefit on Plaintiff executing it "upon receipt" and making a non-refundable deposit to his BAJCard flight account by 3:00 p.m. MST, "today June 4, 2026." In exchange, OFI promised "a 40 % discount on all flights through June 4th, 2028." (Ex. F.)

57. That afternoon, $150,000 was wired to OFI on Plaintiff's behalf and credited to his account. Nawaz confirmed that OFI had "received your wire safely in house." (Ex. H at Parsley0038.) By then, Plaintiff had deposited a total of $665,000 with OFI.

E. The Emerald Club Agreement and the Revoked Discount (July 2026)

58. Thirty-four days later, OFI took that discount away. On July 8, 2026, while OFI was experiencing the financial and operational difficulties described above, OFI solicited another $100,000 through the "ONEflight Emerald Club Agreement (Colorado – 2026)" (the "Emerald Agreement") and an accompanying "Addendum 1 – ONEflight Club Agreement" (the "Emerald

Addendum"), both executed by Dismuke. (Ex. G.) Just 69 days later, OFI paused all flight activity.

59. The Emerald Addendum conveyed a false sense of urgency and scarcity. Its benefits were conditioned on Plaintiff executing it "upon receipt, today, July 8th, 2026," "making a $5,000 non-refundable deposit on American Express to secure limited offer," and making "an initial non-refundable deposit of $95,000 to Member's new Emerald Club flight account on or before 12:00PM MT July 9th, 2026." (Ex. G at 10.)

60. In exchange, OFI promised to convert Plaintiff's BAJCard Silver account to the Emerald Club, provide a "$200,000 non-refundable flight credit," and retain his three priority booking fee waivers, and stated that "Funds on account never expire." (*Id.*) But the Emerald Addendum also required Plaintiff to accept "the removal of the 40% discount as stated in addendum dated June 4th, 2026, in lieu of acceptance into the Emerald Club Membership." (*Id.*) OFI thus took back, 34 days after selling it, the two-year discount for which Plaintiff had just paid $150,000.

61. The Emerald Agreement repeated OFI's core promises: access to up to 50 annual flight hours, fixed hourly rates "protected from rate fluctuations" through the first anniversary date of July 1, 2027, and sufficient aircraft in reasonable locations to provide annual reservations for all Members. (Ex. G, preamble & §§ 1, 7, 23(a).)

62. In all, OFI received $100,000 in cash in exchange for $300,000 in flight balance. Upon information and belief, OFI knew it could not deliver flights on those terms while continuing to pay its operators, yet the transaction provided OFI with an immediate $100,000 cash infusion while creating $300,000 in flight-hour obligations.

63. 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

Emerald Agreement. Plaintiff paid $5,000 by American Express on July 8, 2026 (Ex. G at 15) and wired the remaining $95,000 on July 9, 2026, which Nawaz confirmed had "arrived in house safely." (Ex. H at Parsley0042.) These payments brought Plaintiff's total deposits with OFI to $765,000.

64. When OFI solicited and accepted Plaintiff's June and July 2026 deposits, 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 July 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.

65. 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.

F. OFI's Collapse (Summer–Fall 2026)

66. In August 2026, about six 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 the Emerald Agreement that Plaintiff's hourly rates were fixed and "protected from rate fluctuations." (Ex. G §§ 1, 23(a).)

67. OFI's deterioration reached Plaintiff directly. On the evening of August 26, 2026,

[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/.

before a flight from Austin, Texas, to Charlottesville, Virginia, with his family, Plaintiff tried to notify OFI of a medical delay involving his 14-month-old grandson. No one at OFI responded: his calls to OFI's flight coordinator, to Nawaz, and to OFI's main line went unanswered, and the main line offered no after-hours option. On August 30, 2026, after returning to Austin, Plaintiff emailed OFI's flight quality team, Nawaz, and other OFI personnel describing these failures. (Ex. H at Parsley0045-48.) No one at OFI ever responded.

68. 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]

69. 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. OFI had flown Plaintiff home from Charlottesville on August 30, 2026, sixteen days before it paused all flight activity, maintaining the appearance of normal operations while, upon information and belief, it was already unable to pay its operators.

70. On October 2, 2026, OFI emailed members, including Plaintiff, a "Deposit Recovery Plan". 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."

71. "Fly Forward" is a program created by The Jet Merchants, which describes itself as

[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/douggollan/2026/09/16/over-150-million-at-risk-after-jet-charter-broker-suspends-flights/.

"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."

72. 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."[14] OFI's email instead told members only that "ONEflight does not sponsor, endorse, or guarantee The Jet Merchants or its services."

73. 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.

74. 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.

G. Plaintiff's Damages

75. Under the agreements and addenda described above, Plaintiff made $765,000 in non-refundable deposits with OFI, and OFI promised $357,000 in credits, such that Plaintiff's account was to carry up to $1,122,000 in flight balance, less flights taken. Those deposits and credits are summarized below:

- **JetCard Agreement:** $100,000 wired on August 6, 2024, in exchange for a $25,000 credit;
- **BAJ Agreement and October 2024 Addendum:** $100,000 wired on October 7, 2024, in exchange for a waived membership fee and initiation fee;
- **BAJCard Agreement and January 2025 Addendum:** $115,000 wired on

[14] The Jet Merchants, *Fly Forward – A Balance Recovery Program*, https://thejetmerchants.com/fly-forward/ (last visited Oct. 22, 2026).

January 13, 2025, in exchange for a $22,000 credit for Plaintiff's remaining BAJ25 hours, a complimentary 2.5-hour flight, and two priority booking fee waivers;

- **June 2025 Addendum:** $100,000 paid on or about [June __, 2025], in exchange for a $60,000 credit;
- **November 2025 Addendum:** $100,000 wired on or about [November 13, 2025], in exchange for a $50,000 credit;
- **June 2026 Addendum:** $150,000 wired on June 4, 2026, in exchange for a 40% discount on all flights through June 4, 2028, which OFI revoked 34 days later;
- **Emerald Agreement and Addendum:** $5,000 charged to Plaintiff's American Express card on July 8, 2026; and
- **Emerald Agreement and Addendum:** $95,000 wired on July 9, 2026, in exchange for a $200,000 credit.

76. Three of these payments, made on August 6, 2024, October 7, 2024, and June 4, 2026, and totaling $350,000, were wired on Plaintiff's behalf and for credit to Plaintiff's OFI account.

77. Before OFI halted operations, Plaintiff used a portion of his account for flights, including but not limited to the following:

- On or about September 17, 2024: Houston, Texas, to Abilene, Texas
- October 11–13, 2024: Charlottesville, Virginia, to Charlotte, North Carolina, and return;
- December 5–6, 2024: Sugar Land, Texas, to Northwest Arkansas (Bentonville), and return;
- January 20, 2025: Charlottesville to Sugar Land;
- October 20–23, 2025: Charlottesville to Placida, Florida, and return;
- April 4, 2026: Sugar Land to Fort Worth, Texas, and return;
- June 2, 2026: Flight to Charlottesville (one way); and
- August 27–30, 2026: Austin, Texas, to Charlottesville and return.

78. OFI debited the cost of each flight from Plaintiff's account. (Ex. A § 14(d); Ex. G § 14.) 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.

79. 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 $765,000 in non-refundable deposits Plaintiff made in reliance on Defendants' representations, less the amounts OFI debited for Plaintiff's flights, which are reflected in records within OFI's possession and control.

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

80. Defendants, and each of them, made false representations of material fact to Plaintiff and the public from at least 2024 through the cessation of OFI's operations, through OFI's public statements, marketing, and sponsorships, and through the written agreements, addenda, offers, and sales communications presented to Plaintiff between August 2024 and July 2026, representing that OFI was solvent and financially stable and capable of fulfilling its obligations to provide prepaid flight hours.

81. 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.

82. 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.

83. 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, sufficient aircraft, and funds that would "never expire"; its Senior Director of Sales' repeated assurances that its offers were scarce, had been approved by OFI's senior executives, and came with "Guaranteed Aircraft Availability"; 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.

84. 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 $765,000 in deposits, less the amounts OFI debited for Plaintiff's flights.

85. 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)

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

87. 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.

88. 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.

89. 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.

90. 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.

91. 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)

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

93. 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.

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

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

96. 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)

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

98. Rajput and Dismuke, together with OFI's sales personnel, including Nawaz, 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 customers, including Plaintiff, while concealing OFI's true financial condition and using new deposits to fund pre-existing obligations.

99. 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 the personal benefit of each Defendant.

100. 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.)

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

102. Plaintiff and OFI entered into valid and enforceable agreements, namely the JetCard Agreement, the BAJ Agreement, the BAJCard Agreement, the Emerald Agreement, and their addenda, under which Plaintiff paid OFI non-refundable deposits in exchange for OFI's agreement to provide corresponding prepaid flight hours and associated benefits.

103. Plaintiff performed all conditions, covenants, and obligations required of him,

including tendering full payment of each deposit.

104. OFI breached its agreements with Plaintiff by ceasing flight operations and failing to provide the flights and benefits for which Plaintiff had paid, including flights up to his available balance (Ex. A § 10; Ex. C § 3; Ex. G § 3) and sufficient comparable aircraft (Ex. A § 6; Ex. C § 7; Ex. G § 7), and by attempting to impose a 35% surcharge in violation of its fixed-rate promise (Ex. G §§ 1, 23(a)).

105. 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 $765,000 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)

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

107. 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.

108. 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)

109. Plaintiff incorporates by reference each of the preceding paragraphs as though fully

set forth herein.

110. 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.

111. Plaintiff conferred a benefit on Defendants by depositing $765,000 with OFI at Defendants' solicitation, the unused balance of which remained in OFI's possession at the time of OFI's closure.

112. 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.

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

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

EIGHTH CLAIM FOR RELIEF
(Conversion)
(Against All Defendants)

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

116. 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. G §§ 3, 14(a).)

117. Upon information and belief, 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.

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

119. 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)

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

121. 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.

122. 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. Press reports estimate that more than $150 million in customer prepaid funds was affected by OFI's shutdown.

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

124. 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 S. Parsley 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: November 20, 2026.

Respectfully submitted,

THE POTTS LAW FIRM, LLP

/s/ J. Ryan Fowler
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Texas Bar No. 24058357

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