

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

DAVIN M. POKOIK, a Connecticut resident,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	Case No.
	)	
ONEFLIGHT JETS, INC., D/B/A ONEFLIGHT	)	
INTERNATIONAL, INC., a Colorado corporation,	)	
BALCC HOLDINGS, LLC, D/B/A	)	
ONEFLIGHT INTERNATIONAL, INC., a	)	
Colorado limited liability company,	)	
ONEFLIGHT INTERNATIONAL, INC,	)	
D/B/A BAJIT, a Colorado corporation, and	)	
FERREN RAJPUT, a Colorado resident,	)	
	)	
<i>Defendants.</i>	)	

COMPLAINT

Plaintiff Davin M. Pokoik (“Pokoik” or “Plaintiff”), through undersigned counsel, for his Complaint against Defendants ONEflight Jets, Inc., d/b/a ONEflight International (“ONEflight Jets”), BALCC Holdings, LLC, d/b/a ONEflight International (“BALCC”), and ONEflight International, Inc., d/b/a BAJit (“BAJit”)(ONEflight Jets, BALCC, and BAJit, collectively, “OFI”), and Ferren Rajput (“Rajput”) (OFI and Rajput, collectively, “Defendants”), hereby alleges:

NATURE OF THE ACTION

1. This action arises from Defendant OFI’s breach of contract and Defendants OFI and Rajput’s fraudulent inducement of Pokoik (among numerous other consumers) to purchase a jetclub membership whereby OFI, a federally regulated charter broker, promised to book private air travel services with direct air carriers on behalf of its customers. To participate in OFI’s private membership program, Pokoik paid OFI \$465,000 in membership dues and prepaid funds, including

most recently \$200,000 in July 2026, 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 \$527,578.12 in Pokoik's member account (\$100,244.68 in cash deposits and \$427,333.44 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 Pokoik'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. As recently as two months before OFI's shutdown, OFI induced Pokoik to deposit an additional \$200,000 into his member account through a "limited offer" that required Pokoik to pay within two days, while concealing that OFI was unable to pay the direct air carriers that operated its customers' flights.

4. Pokoik seeks recovery of his funds, which he deposited with OFI in good faith reliance on OFI's promise to perform. Pokoik 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 Pokoik's November 2025 transfer of a \$250,000 deposit and July 2026 transfer of a \$200,000 deposit.

PARTIES

5. Plaintiff Davin M. Pokoik is an individual and a citizen of Connecticut who resides in Fairfield, Connecticut.

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. 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 Denver, Colorado.

JURISDICTION AND VENUE

10. 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 Pokoik (a Connecticut citizen) and Defendants (all Colorado citizens).

11. 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.

12. 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 Pokoik's claims occurred in this District.

FACTUAL ALLEGATIONS

ONEflight's Interconnected Business

13. 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 Pokoik's.

14. ONEflight Jets and BALCC both do business as "ONEflight International," the same name under which BAJit contracted with Pokoik. The membership agreements described below identify Pokoik's counterparty only as "ONEflight International," are signed on behalf of "ONEFLIGHT INTERNATIONAL, INC.," and state that the right to receive payment under them

belongs to “ONEFLIGHT INTERNATIONAL[L], INC.” Pokoik and OFI’s other members had no way to distinguish among the three entities.

15. 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.

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

17. 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.

18. 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.

OFI’s False Representations

19. 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’s Racing’s Formula 1 team.¹

20. 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 this line of business.”

21. 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.

22. OFI also made direct, express representations of financial strength to its existing and prospective customers, such as Pokoik, that were knowingly false. According to public reports, OFI reported \$232 million in total revenues in 2025, up 90% on 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

¹ See D. Gollan, BAJit private jet broker OneFlight is pausing flights for 30 days (Sept. 16, 2026), available at <https://privatejetcardcomparisons.com/2026/09/15/bajit-private-jet-broker-oneflight-is-pausing-flights-for-30-days/>.

² See D. Gollan, OneFlight ‘actively addressing ... financial and operations issues’ (Sept. 10, 2026), available at <https://privatejetcardcomparisons.com/2026/09/09/oneflight-actively-addressing-financial-and-operations-issues/>.

³ *Id.*

material, misleading and false when made, and intended for it to induce existing and prospective members, including Pokoik, to continue depositing funds with OFI while concealing OFI's impending collapse.

23. 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.

24. 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.*

Pokoik's Cash Deposits with OFI

25. In 2025, Pokoik was in the market for private jet travel services. Pokoik learned of OFI through OFI's advertising on CNBC. In reliance on OFI's advertising and the image of a stable, well-capitalized enterprise that it projected, Pokoik decided to become an OFI member.

26. On November 26, 2025, Pokoik entered into a ONEflight BAJCard Agreement (Colorado – 2025) (the "BAJCard Agreement") with BAJit, whereby OFI agreed to offer Pokoik access to the "ONEFLIGHT CLUB" under a BAJCard membership. A copy of the BAJCard Agreement is attached as **Exhibit A**. Pokoik selected the Silver BAJCard tier, which carried 25 annual flight hours and annual Club Dues of \$15,000. *Id.* § 2.

27. Under the BAJCard Agreement, Pokoik was required to make an initial funds deposit "as pre-payment for charter flights," and OFI in turn agreed "to provide charter flights up to but not exceeding the available Member funds balance." *Id.* § 3. OFI further agreed that it 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.” *Id.* § 7. OFI also agreed that Pokoik was entitled to reserve member flights at fixed hourly rates for as long as he maintained his account in good standing. *Id.* § 1.

28. In an addendum to the BAJCard Agreement titled “Additional Consideration” (“Addendum 1”), OFI provided that if Pokoik executed the agreement “upon receipt today, November 26th, 2025,” paid \$15,000 for Silver Membership dues, and made a \$250,000 deposit “on or before 3:00 PM MST, Friday November 28th, 2025,” OFI would provide Pokoik an additional \$250,000 in flight credits and 10 complimentary non-expiring hours on an OFI corporate Gulfstream on top of the \$250,000 cash deposit. *Id.*, Addendum 1.

29. OFI transmitted the BAJCard Agreement to Pokoik for electronic signature on the afternoon of November 26, 2025, the day before Thanksgiving, and required his \$265,000 payment by 3:00 p.m. on November 28, 2025, the day after Thanksgiving. Pokoik executed the BAJCard Agreement on November 26, 2025, and paid OFI the \$15,000 in annual Club Dues and the \$250,000 deposit. OFI credited Pokoik’s account with the \$250,000 cash deposit and the additional \$250,000 in flight credits and the 10 complimentary Gulfstream hours (the latter of which, at OFI’s own published member rates, had a value of approximately \$150,000). *See* Exhibit A, Schedule A.

30. Thereafter, on July 15, 2026, OFI presented Pokoik with a ONEflight Sapphire Club Agreement (Colorado – 2026) (the “Sapphire Agreement,” and together with the BAJCard Agreement, the “Agreements”). A copy of the Sapphire Agreement is attached as **Exhibit B**. The Sapphire Agreement provided Pokoik access to a maximum of 50 annual flight hours, subject to a \$2,500 Annual Maintenance Fee, and contained the same obligations of OFI to provide charter flights up to Pokoik’s available funds balance and to maintain sufficient aircraft to serve its members. *Id.* §§ 2, 3, 7.

31. The Sapphire Agreement included its own “Additional Consideration” addendum, which provided that if Pokoik executed the agreement “upon receipt today July 15th, 2026,” made a \$5,000 deposit via American Express to secure limited offer, and made a final payment of \$195,000 before 12:00PM MST, July 17th, 2026, OFI would convert Pokoik’s BAJCard to Sapphire Club Membership and provide an additional \$200,000 in flight credits. *Id.*, Addendum 1.

32. Pokoik executed the Sapphire Agreement on July 15, 2026 and deposited an aggregate of \$200,000 (an initial \$5,000 deposit and then a \$195,000 deposit for the balance) with OFI in July 2026. On July 17, 2026, OFI converted Pokoik’s BAJCard membership to a Sapphire Club membership and issued Pokoik the promised additional \$200,000 in flight credits on top of the \$195,000 cash deposit.

33. Both of OFI’s offers to Pokoik followed the same pattern: OFI promised to match Pokoik’s cash deposit dollar for dollar with “free” flight credit, but only if Pokoik paid within approximately two days. On information and belief, OFI used these time-limited offers to accelerate the inflow of new customer cash, which OFI needed to fund its operations and to satisfy obligations owed to earlier customers. On information and belief, a charter broker that was preserving customer deposits to pay third-party operators for future flights could not sustainably issue a dollar of flight credit for every dollar deposited.

34. Over the course of the parties’ relationship, Pokoik paid OFI \$465,000 in membership dues and prepaid deposits. At no time during the parties’ relationship did OFI disclose to Pokoik that OFI was experiencing financial or operational difficulties.

OFI Ceases Operations Indefinitely

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

36. 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/>

37. Following the suspension, Pokoik's main point of contact at OFI contacted him and informed him that he was leaving OFI, that all of OFI's personnel had been terminated, and that OFI had informed its employees, without warning, that it was shutting down.

38. At the time OFI suspended its operations, Pokoik's account in OFI's BAJit application reflected two separate balances. First, Pokoik's Sapphire Club account reflected a cash balance of \$100,244.68, the remaining balance of his prepaid cash deposits. Second, the "BAJCard Credits" section of Pokoik's account, which tracks the flight credits OFI issued on top of his cash deposits, reflected a balance of \$427,333.44. In addition, Pokoik holds 10 unused complimentary flight hours on OFI's corporate Gulfstream aircraft. A copy of Pokoik's account balances with OFI is attached as **Exhibit C**.

39. OFI represents and acknowledges in the Agreements that "Flights booked with OFI on BAJit are subject to the Charter Broker rules governed by 14 CFR Part 295." See Exhibits A and B.

40. 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

41. To date, OFI has failed and refused to return Pokoik's funds notwithstanding that it has suspended operations and can no longer provide the flights for which Pokoik prepaid.

42. As a direct and proximate result of OFI's misconduct, Pokoik has suffered damages in an amount not less than \$527,578.12 (\$100,244.68 in cash deposits and \$427,333.44 in flight credits), plus the value of 10 unused Gulfstream flight hours (which is estimated to be approximately an additional \$150,000).

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

COUNT I

Breach of Contract against BAJit

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

45. Plaintiff and BAJit entered into the Sapphire Agreement on July 15, 2026, through which BAJit converted Plaintiff's BAJCard membership to a Sapphire Club membership. The Sapphire 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.

46. In the alternative, to the extent the Sapphire Agreement did not supersede the BAJCard Agreement, the BAJCard Agreement, which Plaintiff and BAJit entered into on November 26, 2025, remains a valid and enforceable agreement, including as to the flight credits and the 10 complimentary Gulfstream flight hours BAJit provided to Plaintiff under it.

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

48. BAJit materially breached the Sapphire Agreement and, in the alternative, the BAJCard Agreement by, among other things:

- a) Suspending all flights and operations and failing to provide charter flight services for which Plaintiff had contracted and prepaid;
- b) Failing to maintain Plaintiff's prepaid account balance for his exclusive benefit as contemplated by the Sapphire Agreement (or, in the alternative, the BAJCard Agreement);
- c) Failing to provide charter flights up to Plaintiff's available funds balance;
- d) Failing to maintain sufficient aircraft to provide reservations to Plaintiff;
- e) Failing to provide adequate assurances of its ability and willingness to perform its obligations under the Sapphire Agreement (or, in the alternative, the BAJCard Agreement), and that the contracted services would be provided;
- f) Failing to make Plaintiff's prepaid funds available as required by the Sapphire Agreement (or, in the alternative, the BAJCard Agreement);
- g) Failing to refund Plaintiff's prepaid funds on deposit; and
- h) Anticipatorily repudiating its obligations under the Sapphire Agreement (or, in the alternative, the BAJCard Agreement) through its public announcement suspending all flight operations indefinitely and unequivocally communicating its intent not to perform its future contractual obligations to Plaintiff.

49. 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)

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

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

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

53. 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.

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

COUNT III

Unjust Enrichment against ONEflight Jets and BALCC

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

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

57. 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.

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

59. 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.

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

61. ONEflight Jets and BALCC have been unjustly enriched at Plaintiff's expense.

COUNT IV

Unjust Enrichment against Rajput

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

63. Plaintiff conferred substantial monetary benefits on OFI, including prepaid deposits for flights and initiation and maintenance fees, which were subsequently used to pay Rajput's salary, bonuses, and other compensation, and to fund Defendant OFI's business operations under Defendant Rajput's direction and control. Additionally, on information and belief, Defendant 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.

64. Defendant 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.

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

66. Defendant Rajput has been unjustly enriched at Plaintiff's expense.

COUNT V

Accounting against OFI

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

restated herein.

68. Defendant OFI possesses records exclusively within its control concerning:

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

69. Plaintiff lacks access to such information.

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

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

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

COUNT VI

Fraud against OFI and Rajput

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

74. Defendants, acting in concert, intentionally concealed and/or failed to disclose material facts and/or made false and misleading representations of material fact to Pokoik 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 exclusive benefit and applied towards future flights at guaranteed locked rates with non-expiring hours and 365-day aircraft availability, 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.

75. 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.

76. 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 \$200,000 deposit in July 2026, approximately two months before OFI suspended operations), and to refrain from withdrawing their existing deposits or seeking refunds.

77. 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.

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

79. Plaintiff suffered damages as a direct and proximate result of Defendants' concealment and misrepresentation of material facts in an amount not less than \$527,578.12 (\$100,244.68 in cash deposits and \$427,333.44 in flight credits), plus the value of 10 unused Gulfstream flight hours (which is estimated to be approximately an additional \$150,000).

COUNT VII

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

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

81. 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).

82. These practices occurred in the course of Defendant OFI's business as a federally regulated Indirect Air Carrier/Charter Broker and in the course of Rajput's business as Defendant OFI's CEO.

83. 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.

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

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

COUNT VIII

Conversion against OFI and Rajput

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

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

88. 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 refusing to return those funds upon demand.

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

90. 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 and Rajput

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

92. 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.

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

94. 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 Davin M. Pokoik respectfully requests judgment entered in his favor and against Defendants OFI and, where applicable, Ferren Rajput, as follows:

1. For compensatory damages in an amount to be proven at trial but not less than \$527,578.12 (\$100,244.68 in cash deposits and \$427,333.44 in flight credits), plus the value of 10 unused Gulfstream flight hours (which is estimated to be approximately an additional \$150,000);
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 5, 2026

Respectfully submitted,

**DAVIN M. POKOIK, a Connecticut
resident**

By: /s/ Charles Carlin

Charles Carlin

Harshwinder K. Badhesha

TAFT STETTINIUS & HOLLISTER LLP

675 Fifteenth Street, Suite 2300

Denver, CO 80202

Telephone: (303) 297-2900

Facsimile: (303) 298-0940

ccarlin@taftlaw.com

hbadhesha@taftlaw.com

Kim R. Walberg

Richard Hu

TAFT STETTINIUS & HOLLISTER LLP

111 East Wacker Drive, #2600

Chicago, Illinois 60601

Telephone: (312) 527-4000

Facsimile: (312) 527-4011

kwalberg@taftlaw.com

rhu@taftlaw.com

Attorneys for the Plaintiff