E-FILED
Wednesday, 11 November, 2026 07:26:20 AM
Clerk, U.S. District Court, ILCD

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
URBANA DIVISION

ROOTED WEALTH ADVISORS, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No. _____**
	)	
ONEFLIGHT INTERNATIONAL, INC.;	)	
FERREN RAJPUT;	)	
MARK DISMUKE; and	)	
JOHN CRANDALL,	)	
	)	
Defendants.	)	

COMPLAINT AND JURY DEMAND

Plaintiff Rooted Wealth Advisors, LLC ("Rooted"), by counsel, Bartell Powell Berg LLP alleges as follows:

Nature of the Action

1. This action arises from Defendants' solicitation and acceptance of substantial prepaid private-air-travel funds from Rooted on and before August 5, 2026, while allegedly concealing material financial and operational conditions that threatened ONEflight's ability to provide the promised transportation.

2. Rooted paid ONEflight approximately $305,000 in total. After credits for flights actually provided, Rooted presently estimates that approximately $234,000 remains unused and unreturned. The precise balance is in Defendants' records and will be adjusted through accounting and discovery.

3. The timing of Rooted's final transaction is central. On August 5, 2026, Defendants presented Rooted with a same-day "limited offer," required execution and final

payment by a stated afternoon deadline, and accepted an additional $125,000 for 25 light-jet hours.

4. Upon information and belief, before August 5, ONEflight was already experiencing increasing charter costs, operator-payment problems, liquidity pressure, and mounting obligations to customers holding prepaid flight balances.

5. Nevertheless, Defendants did not disclose those conditions to Rooted. Instead, they presented and accepted the August 5 transaction as a multi-year prepaid-flight arrangement under which ONEflight would maintain sufficient comparable aircraft and provide Rooted continuing access through November 1, 2028.

6. Approximately twenty days later, ONEflight attempted to impose an immediate 35% "economic surcharge" on customers with contracted rates, stating that it had delayed that action as long as possible because of extraordinary economic pressures. ONEflight rescinded the surcharge within hours.

7. On September 16, 2026, approximately six weeks after Rooted's payment, ONEflight suspended all flight activity for thirty days "or until further notice." Rooted's funds have not been returned.

Parties

8. Rooted is an Illinois limited liability company with its principal office in Bourbonnais, Kankakee County, Illinois. Rooted's sole member is a resident of the State of Tennessee.

9. ONEflight International, Inc. ("ONEflight") is a Colorado corporation with its principal place of business at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado.

10. Ferren Rajput is, upon information and belief, a Colorado citizen and ONEflight's founder, chief executive officer, and controlling principal.

11. Mark Dismuke is, upon information and belief, a Colorado citizen and was ONEflight's Executive Vice President of Sales. He was identified as ONEflight's signatory on Rooted's August 5 agreement.

12. John Crandall is, upon information and belief, a Colorado citizen and was ONEflight's Director of Sales. Crandall originated, transmitted, controlled, and completed the August 5 DocuSign transaction directed to Rooted in Illinois.

13. Each individual Defendant is sued for his own alleged participation in tortious conduct, not merely because of corporate title.

Jurisdiction and Venue

14. This Court has diversity jurisdiction under 28 U.S.C. § 1332(a) because Rooted's presently estimated compensatory damages exceed $75,000, exclusive of interest and costs, and complete diversity exists.

15. The Court has personal jurisdiction over ONEflight because it purposefully solicited, contracted with, accepted payment from, and undertook continuing obligations to an Illinois business at its Kankakee County address.

16. Dismuke and Crandall purposefully directed the August 5 solicitation and transaction into Illinois, including the agreement, same-day deadline, electronic execution process, and acceptance of Rooted's payment.

17. To the information and belief of the Plaintiff, Rajput purposefully directed ONEflight's nationwide deposit-solicitation and prepaid-flight practices, including solicitations

into Illinois, and personally approved, directed, or ratified the August 5 limited offer and the continued acceptance of customer deposits despite known financial and operational problems.

18. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the solicitation, execution, reliance, payment, injury, and concealment occurred in Kankakee County, which is assigned to the Urbana Division.

Facts Common to All Counts

ONEflight's prepaid model

19. ONEflight represented that it acted as an indirect air carrier or charter broker, purchasing transportation from Part 135 direct air carriers and reselling that transportation to members.

20. Its business required customers to pay substantial sums before transportation was furnished. ONEflight later used customer balances to arrange flights with third-party operators.

21. The August 5 agreement stated that Rooted's $125,000 purchase bought a 25-hour light-jet membership, including federal excise tax, and entitled Rooted to book at stated member rates.

22. ONEflight promised that Rooted would have access to existing and future qualifying aircraft and that ONEflight would maintain sufficient comparable aircraft in reasonable locations to provide reservations for issued hours.

23. The agreement continued through November 1, 2028, characterized the payment as non-refundable, contained Colorado choice-of-law language, integration and non-reliance provisions, limitations of liability, and a facially inconsistent provision requiring "non-binding arbitration" while also referring to entry of judgment on an award.

24. The agreement's non-refundability and remedial limitations do not authorize fraud, excuse material pre-contract concealment, eliminate statutory rights, permit retention following rescission for fraud, or excuse failure of consideration.

Pre-August 5 deterioration and cash raising

25. Upon information and belief, based on allegations made by multiple customers concerning overlapping transactions, ONEflight's financial and operational condition materially deteriorated during early and mid-2026.

26. Customers have alleged repeated high-pressure solicitations for immediate deposits, frequently coupled with dollar-for-dollar credits, substantial discounts, or same-day deadlines.

27. A later-filed complaint alleges that Daniel and Sherrie Dwyer paid deposits of $187,500 on March 10, $250,000 on May 28, and $200,000 on June 3, 2026, following solicitations supervised and personally advanced by Dismuke.

28. Another pleading alleges that Davin Pokoik paid $200,000 through a July 15–17 limited offer requiring payment within approximately two days while ONEflight allegedly was unable to pay direct air carriers.

29. Another pleading alleges that Robert Hillin paid $250,000 on July 28–29 after receiving an offer requiring a $5,000 immediate payment and the $245,000 balance by noon the following day.

30. These allegations are not pleaded as adjudicated facts. Rooted pleads them on information and belief as specific investigative bases for believing that, before August 5, ONEflight's senior management was using urgent, discounted solicitations to obtain immediate cash while facing existing customer and operator obligations.

31. Upon information and belief, Rajput and Dismuke knew of ONEflight's liabilities, liquidity, operator-payment status, sales volume, promotional obligations, and ability or inability to perform newly sold flight hours.

32. By early or mid-2026, one or more operators had delayed or refused service because ONEflight had not timely paid completed-flight invoices, and those conditions were known to Rajput and communicated to senior sales leadership.

Rooted's August 5 transaction

33. Before August 5, Rooted had previously paid ONEflight approximately $180,000 under an agreement attached hereto as Exhibit A.

34. On August 5, Crandall transmitted a DocuSign envelope to Zach Gray, Rooted's owner and authorized representative, at approximately 10:45 a.m. Central time.

35. The transaction required Rooted to sign upon receipt, place a $5,000 non-refundable credit-card deposit to secure the "limited offer," and make final payment before 3:00 p.m. Mountain time that same day.

36. Dismuke was identified in the agreement as ONEflight's Executive Vice President of Sales and ONEflight's signatory.

37. Rooted executed the agreement at approximately 10:48 a.m. Central time and paid the remaining amount.

38. Through the agreement and accompanying solicitation, Defendants represented, expressly or by materially misleading half-truth, that ONEflight then had the ability and intention to maintain sufficient aircraft and honor Rooted's 25 hours through November 2028.

39. Defendants did not disclose to Rooted any existing operator-payment defaults, liquidity shortage, inability to fund outstanding hours, material mismatch between cash and

prepaid-flight obligations, contemplated surcharge, contemplated suspension, or substantial doubt regarding ONEflight's ability to continue performance.

40. Rooted could not reasonably obtain ONEflight's private financial, operator-payment, cash-flow, or customer-liability information. Those facts were peculiarly within Defendants' knowledge.

41. Had Rooted known the omitted facts, it would not have executed or funded the August 5 transaction and would have sought immediate protection or return of its existing balance.

Immediate aftermath and collapse

42. On August 25, 2026, ONEflight announced an immediate 35% economic surcharge on contracted-rate reservations, stating that it had delayed the surcharge as long as possible. It reversed the surcharge hours later.

43. The abrupt surcharge, approximately twenty days after Rooted's payment, supports a reasonable inference—without relying solely on hindsight—that the underlying economic pressure existed on August 5.

44. In early September, reports surfaced of unpaid operator balances and internal acknowledgment of financial and operational problems.

45. On September 16, ONEflight announced an immediate suspension of all flight activity for thirty days or until further notice.

46. Rooted estimates that it paid approximately $305,000 and used services worth approximately $71,000, leaving an unused balance of approximately $234,000, subject to ledger reconciliation.

47. Rooted demanded return of its unused balance, a complete accounting, preservation of evidence, and identification of the disposition of its funds. ONEflight has not refunded Rooted.

Count I — Breach of Contract

Against ONEflight

48. Rooted incorporates paragraphs 1–47.

49. Valid agreements required ONEflight to provide prepaid charter access, maintain sufficient comparable aircraft, and apply Rooted's payments toward contracted transportation.

50. Rooted performed by paying the required amounts.

51. ONEflight materially breached and anticipatorily repudiated the agreements by suspending operations, failing to furnish contracted access, failing to provide adequate assurance, and failing to return the unused balance after its inability or refusal to perform.

52. Rooted has suffered damages presently estimated at $234,000, subject to accounting, plus recoverable interest and consequential damages not validly excluded.

WHEREFORE, Plaintiff Rooted Wealth Advisors, LLC respectfully requests that the Court enter judgment in its favor and against Defendant ONEflight International, Inc., and award:

A. Compensatory damages in an amount to be proven at trial, presently estimated to be approximately $234,000, representing Rooted's unused prepaid balance and other recoverable contractual damages, subject to accounting and proof;

B. Prejudgment interest to the extent authorized by applicable law;

C. Postjudgment interest pursuant to 28 U.S.C. § 1961;

D. Taxable costs of suit; and

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

Count II — Fraudulent Inducement and Promissory Fraud

Against ONEflight, Rajput, Dismuke, and Crandall

53. Rooted incorporates paragraphs 1–47, except allegations inconsistent with this Count.

54. On August 5, Dismuke and Crandall presented and transmitted the limited-offer agreement representing that ONEflight would furnish continuing aircraft access and sufficient aircraft through November 2028.

55. To the information and belief of the Plaintiff, Rajput approved or authorized the offer and continued sales campaign despite contemporaneous knowledge of adverse conditions.

56. Those representations were false when made if Defendants then knew or recklessly disregarded that ONEflight could not sustainably perform them.

57. The promise was part of a broader alleged scheme of repeated, urgent deposit solicitations—not merely an isolated broken promise.

58. Defendants intended Rooted to rely by immediately paying $125,000 and retaining existing funds with ONEflight.

59. Rooted justifiably relied and was damaged in the approximate amount of $234,000.

60. The conduct was willful and fraudulent, supporting punitive damages where permitted.

WHEREFORE, Plaintiff Rooted Wealth Advisors, LLC respectfully requests that the Court enter judgment in its favor and against Defendants ONEflight International, Inc., Ferren Rajput, Mark Dismuke, and John Crandall, jointly and severally to the extent permitted by law, and award:

A. Compensatory damages in an amount to be proven at trial, including Rooted's pecuniary loss resulting from its reliance upon Defendants' fraudulent representations and scheme, presently estimated to include approximately $234,000 in unused prepaid funds;

B. Punitive damages in an amount sufficient to punish and deter Defendants if Rooted proves that Defendants' conduct was fraudulent, willful, wanton, malicious, or otherwise satisfies the governing standard for punitive damages;

C. Prejudgment interest to the extent authorized by applicable law;

D. Postjudgment interest pursuant to 28 U.S.C. § 1961;

E. Taxable costs of suit; and

F. Such other and further relief available for Defendants' fraudulent conduct as the Court deems just and proper.

Count III — Fraudulent Concealment

Against ONEflight, Rajput, Dismuke, and Crandall

61. Rooted incorporates paragraphs 1–47.

62. Defendants possessed superior and exclusive knowledge of ONEflight's liquidity, operator delinquencies, prepaid obligations, and contemplated operational changes.

63. Having affirmatively represented continuing access, sufficient aircraft, and multi-year performance, Defendants had a duty not to convey misleading half-truths and to disclose material facts necessary to make those statements accurate.

64. Defendants intentionally concealed those facts to obtain Rooted's payment. Rooted could not discover them through reasonable diligence, relied on their absence, and would have acted differently if informed.

65. Rooted suffered compensatory damages and seeks punitive damages.

WHEREFORE, Plaintiff Rooted Wealth Advisors, LLC respectfully requests that the Court enter judgment in its favor and against Defendants ONEflight International, Inc., Ferren Rajput, Mark Dismuke, and John Crandall, jointly and severally to the extent permitted by law, and award:

A. Compensatory damages in an amount to be proven at trial, including the pecuniary loss proximately caused by Defendants' concealment of material facts, presently estimated to include approximately $234,000 in unused prepaid funds;

B. Punitive damages if Rooted proves that Defendants intentionally, fraudulently, maliciously, or with the requisite aggravated culpability concealed material facts from Rooted;

C. Prejudgment interest to the extent authorized by applicable law;

D. Postjudgment interest pursuant to 28 U.S.C. § 1961;

E. Taxable costs of suit; and

F. Such other and further relief available for Defendants' fraudulent concealment as the Court deems just and proper.

Count IV — Illinois Consumer Fraud Act

Against All Defendants

66. Rooted incorporates paragraphs 1–47.

67. Rooted purchased transportation services for its own use and not for resale and therefore is a consumer under 815 ILCS 505/1(e), or alternatively the conduct implicates consumer-protection concerns because the same prepaid program and solicitation practices were directed repeatedly to numerous purchasers.

68. Defendants' misrepresentations, material omissions, false urgency, acceptance of prepaid funds despite concealed inability to perform, and retention of those funds constitute deceptive or unfair practices under 815 ILCS 505/2.

69. ONEflight also held itself out as arranging air transportation and, if it was not statutorily exempt, was a travel promoter subject to the Travel Promotion Consumer Protection Act, including its trust-account and disclosure requirements. A knowing violation constitutes an ICFA violation under 815 ILCS 505/2Z.

70. Defendants' conduct proximately caused Rooted's actual damages. Rooted seeks actual damages, punitive damages where authorized, injunctive relief, costs, and reasonable attorneys' fees under 815 ILCS 505/10a.

WHEREFORE, Plaintiff Rooted Wealth Advisors, LLC respectfully requests that the Court enter judgment in its favor and against Defendants, to the extent each Defendant is shown to have participated in conduct actionable under the Illinois Consumer Fraud and Deceptive Business Practices Act, and award:

A. Rooted's actual economic damages proximately caused by Defendants' unlawful conduct, presently estimated to include approximately $234,000 in unused prepaid funds, subject to proof and accounting;

B. Punitive damages, to the extent authorized by 815 ILCS 505/10a and warranted by proof of intentional, willful, or otherwise sufficiently culpable conduct;

C. Appropriate injunctive and other equitable relief authorized by 815 ILCS 505/10a, including relief necessary to prevent further disposition of any specifically identifiable funds or property in which Rooted establishes an equitable or statutory interest;

D. Reasonable attorney's fees and costs pursuant to 815 ILCS 505/10a;

E. Prejudgment interest to the extent authorized by applicable law;

F. Postjudgment interest pursuant to 28 U.S.C. § 1961; and

G. Such other relief authorized by the Illinois Consumer Fraud and Deceptive Business Practices Act as the Court deems proper.

Count V — Unjust Enrichment, Restitution, and Money Had and Received Against ONEflight; Alternatively Against Any Defendant Shown to Have Received Rooted's Funds

71. Rooted incorporates paragraphs 1–47, except allegations establishing an enforceable contract.

72. Rooted conferred approximately $305,000; Defendants retained approximately $234,000 without providing equivalent services.

73. If any agreement is rescinded, void, unenforceable, or inapplicable, equity requires restitution of the unused balance and any traceable proceeds.

WHEREFORE, Plaintiff Rooted Wealth Advisors, LLC, pleading this Count in the alternative pursuant to Federal Rule of Civil Procedure 8(d), respectfully requests that the Court:

A. Order Defendant ONEflight International, Inc., and any other Defendant against whom liability under this Count is established, to make restitution to Rooted of all money or value unjustly retained, presently estimated to be approximately $234,000, subject to accounting and proof;

B. Order disgorgement of any specifically identifiable portion of Rooted's funds or proceeds thereof unjustly received and retained by a Defendant against whom such relief is established;

C. Impose a constructive trust or equitable lien upon specifically identifiable Rooted funds or traceable proceeds thereof if the evidence establishes the prerequisites for such relief;

D. Award prejudgment interest to the extent permitted as part of restitution or otherwise authorized by applicable law;

E. Award postjudgment interest pursuant to 28 U.S.C. § 1961;

F. Award taxable costs; and

G. Grant such other restitutionary or equitable relief as the Court deems just and proper.

Count VI — Rescission and Equitable Accounting Against ONEflight

74. Rooted incorporates paragraphs 1–73.

75. Rooted elects rescission to the extent legally consistent with its alternative damages claims because the agreements were allegedly procured by material fraud and performance has failed.

76. ONEflight exclusively controls the customer ledger, deposits, deductions, transfers, operator payments, trust or reserve accounts, and disposition of Rooted's money.

77. Rooted seeks rescission, restoration of the unused balance, and an accounting and tracing as equitable relief ancillary to its fraud, statutory, and restitution claims.

WHEREFORE, Plaintiff Rooted Wealth Advisors, LLC, pleading this Count in the alternative, respectfully requests that the Court:

A. Rescind the parties' applicable agreements to the extent the Court determines that rescission is warranted by fraudulent inducement, material failure of consideration, or other grounds established by the evidence;

B. Order ONEflight to restore to Rooted the consideration paid by Rooted, less the properly documented value of transportation actually furnished to Rooted, presently estimated to result in restitution of approximately $234,000, subject to accounting;

C. Order ONEflight to provide a full equitable accounting of:

1) every payment received from Rooted;

2) every credit applied to Rooted's account;

3) every flight or other charge assessed against Rooted's account;

4) every refund, adjustment, promotional credit, or debit;

5) the disposition of Rooted's prepaid funds;

6) any transfer of Rooted's funds into trust, reserve, operating, affiliate, or other accounts; and

7) the balance presently attributable to Rooted;

D. Order appropriate tracing of Rooted's funds and identifiable proceeds thereof;

E. Impose a constructive trust or equitable lien upon specifically identifiable funds or traceable proceeds if the evidence establishes Rooted's entitlement to such relief;

F. Award prejudgment interest to the extent available as an incident of equitable restitution;

G. Award postjudgment interest pursuant to 28 U.S.C. § 1961;

H. Award taxable costs; and

I. Grant such other equitable relief as the Court deems just and proper.

Respectfully Submitted,

Bartell Powell LLP

/s/ Jason S. Bartell
Jason S. Bartell, an attorney of the firm

ATTORNEYS FOR ROOTED WEALTH ADVISORS, LLC
Bartell Powell Berg LLP
3015A Village Office Place
Champaign, IL 61822
(217) 352-5900
Email: jbartell@bartellpowell.com