UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action Number

JEREMY RICKS,
Plaintiff,

Jury Trial Requested

v.

ONEFLIGHT INTERNATIONAL, INC.,
a Colorado corporation; FERREN RAJPUT,
an individual; MARK DISMUKE, an individual;
JOHN CRANDALL, an individual,
Defendants

COMPLAINT AND JURY DEMAND

Plaintiff Jeremy Ricks ("Plaintiff" or "Ricks"), by and through undersigned counsel, alleges as and for his Complaint against Defendants OneFlight International, Inc. ("OneFlight"), Ferren Rajput ("Rajput"), Mark Dismuke ("Dismuke"), and John Crandall ("Crandall") (collectively, "Defendants"):

NATURE OF THE ACTION

1. This is an action for fraud, fraudulent concealment, negligent misrepresentation, civil conspiracy, breach of contract, civil theft, and unjust enrichment arising out of a scheme by Defendants to induce Plaintiff and, upon information and belief, numerous other customers, to make ever-larger prepaid, non-refundable deposits for future flight hours, while Defendants knew, or recklessly disregarded, that OneFlight'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 May 2025 and continuing through at least September 2026, Defendants repeatedly and affirmatively assured Plaintiff — in response to Plaintiff's repeated, specific inquiries into OneFlight's solvency — that OneFlight was financially sound and 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 OneFlight increasingly insolvent.

3. Defendants used a portion of the funds obtained from Plaintiff and other new depositors to service and forestall exposure of OneFlight'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 OneFlight's actual financial condition was deteriorating.

4. In reliance on Defendants' repeated representations, Plaintiff made non-refundable deposits with OneFlight totaling approximately $780,000 between May 2025 and June 2026.

5. On September 15, 2026, OneFlight notified customers that it was pausing all flight activity for at least 30 days, removed much of its online presence, and, upon information and belief, defaulted on payments owed to multiple charter operators in amounts of hundreds of thousands of dollars, confirming that OneFlight 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 Jeremy Ricks is, and at all relevant times was, a citizen and resident of the State of California.

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 is, upon information and belief, a citizen and resident of the State of Colorado. Rajput is the founder and Chief Executive Officer of OneFlight and, at all relevant times, exercised control over OneFlight's financial, marketing, and sales practices, including the practices described herein, together with Defendants Dismuke and Crandall.

10. Defendant Mark Dismuke is, upon information and belief, a citizen and resident of the State of Colorado. Dismuke is the Executive Vice President of Sales for OneFlight and, at all relevant times, was responsible for supervising OneFlight's sales personnel, including Defendant Crandall, and for soliciting and closing, personally and together with Defendants Rajput and Crandall, large customer deposits, including Plaintiff's.

11. Defendant John Crandall is, upon information and belief, a citizen and resident of the State of Colorado. Crandall is, and at all relevant times was, a sales agent for OneFlight who

solicited and communicated with Plaintiff, personally, together with Defendants Rajput and Dismuke, and/ or on behalf of all Defendants, regarding each of the deposits described herein.

12. Rajput, Dismuke, and Crandall each personally participated in, directed, authorized, and/or ratified the fraudulent conduct described in this Complaint, while having knowledge that OneFlight'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

13. 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 California, and each Defendant — OneFlight (a citizen of Colorado), Rajput, Dismuke, and Crandall (each a citizen of Colorado, and none a citizen of California) — and the amount in controversy exceeds $75,000, exclusive of interest and costs.

14. This Court has personal jurisdiction over Defendant OneFlight 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, upon information and belief, 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.

15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because Defendant OneFlight resides in this District, a substantial part of the events giving rise to the claims occurred in this District, and Defendants Rajput, Dismuke, and Crandall conducted the relevant business from this District.

FACTUAL ALLEGATIONS

16. OneFlight marketed and sold prepaid flight-hour programs and related membership products (including a "Silver BAJCARD" membership) under which customers paid non-refundable deposits in advance in exchange for future flight hours and associated benefits.

A. The Initial Solicitation and $100,000 and $280,000 Deposits (May 2025)

17. On or about May 19, 2025, Plaintiff responded to a OneFlight promotion, after which he was contacted by Defendant Crandall.

18. Plaintiff asked Crandall to put Defendant Dismuke, OneFlight's Vice President of Sales, on the phone so that Plaintiff could ask specific questions about OneFlight's solvency before committing any funds.

19. Plaintiff then spent considerable time on the phone with Dismuke, during which Dismuke told Plaintiff that OneFlight "has been around a long time," that it "sponsors a lot of events," and that Plaintiff's deposits would be safe.

20. Plaintiff made repeated, specific inquiries into OneFlight's solvency during this call and in every subsequent contact with Defendants and was assured on each occasion by both Crandall and Dismuke that OneFlight was "very solvent and that Plaintiff's prepaid, non-refundable flight deposits would be safe.

21. Dismuke told Plaintiff during the call that Defendant Rajput, OneFlight's CEO, was personally "watching the deal" with Plaintiff and was personally assuring Plaintiff that OneFlight was "good financially" and that "everything is good," which Plaintiff understood, and which Dismuke intended Plaintiff to understand, as Rajput's personal, direct assurance to induce Plaintiff to proceed. This representation was coercive and material to Plaintiff's decision to sign a contract with OneFlight and was repeated by Defendant Crandall and/or Defendant Dismuke in each subsequent communication.

22. In reliance on these representations, Plaintiff signed a contract with OneFlight, which Dismuke executed on OneFlight's behalf, obligating Plaintiff to make a non-refundable deposit of no less than $100,000 by May 20, 2025.

23. On or about May 20, 2025, before Plaintiff's initial deposit was even finalized, Crandall and Dismuke solicited Plaintiff to make a significantly larger deposit, offering to waive OneFlight's $15,000 annual Silver BAJCARD membership fee and offering free flight hours if Plaintiff deposited at least $280,000 for prepaid jet travel.

24. Upon further assurances from Crandall and Dismuke regarding OneFlight's solvency, Plaintiff agreed and made a non-refundable deposit of $280,000 with OneFlight on May 20, 2025, in lieu of the initial commitment of $100,000 and the $15,000 annual Silver BAJCARD membership fee required by the contract.

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B. The $100,000 Deposit for Expedited Call-Out (June 2025)

25. After depositing his initial funds, Plaintiff discovered that OneFlight's standard call-out period for booking flight hours was 72 business hours, which in practice often meant approximately a week's notice to book travel.

26. On the solicitation of Crandall, with representations of Crandall on behalf of Defendants Dismuke and Rajput on the special deal that was being offered to Plaintiff and again assuring Plaintiff that OneFlight was strong and financially sound, and in order to obtain a reduced 24-hour call-out period along with additional incentive flight hours that the Defendants offered, Plaintiff made a further non-refundable deposit of $100,000 with OneFlight on or about June 10, 2025 for total deposits to date of $380,000.

C. The Black Friday $250,000 Deposit (November 2025) and OneFlight's Reported 2025 Revenue

27. A few days prior to the Black Friday of 2025, on Wednesday, November 26, 2025 when the 'Black Friday' deal was released, Crandall, acting on behalf of himself and the other Defendants, solicited Plaintiff to make a further large deposit, again offering free flights and representing that only a limited number of such deals were available under the Black Friday deal and that Plaintiff needed to act immediately and not wait until Friday (Black Friday) to secure the offer or there would most likely not be a spot available.

28. Plaintiff again inquired aggressively into the solvency of his investment in prepaid flight hours and was again assured by Crandall and Dismuke, on behalf of all Defendants and with a reference to 'Rajput attesting to the good health of OneFlight' and all the sponsorships that

OneFlight was undertaking, that OneFlight was very solvent and that Plaintiff's prepaid and incentive flight hours were safe. Defendants Crandall and Dismuke made significant mention to Ricks of OneFlight's high-profile sports sponsorships in 2025 and its extensive roster of celebrity and PGA Tour brand ambassadors including becoming the co-title sponsor of the Myrtle Beach Classic and being named the official private aviation partner of Tiger Woods and Rory McIlroy's tech-infused golf league, TGL, and that they had assurances from Rajput and personal knowledge of the high successful of OneFlight, in an effort to demonstrate OneFlight's solvency and assure Ricks that his deposits would be safe and convince Ricks to deposit more funds.

29. In reliance on these representations and the urgency created by Crandall, Plaintiff deposited an additional $250,000 with OneFlight on or about November 26, 2025, for a total of $630,000 in pre-paid flight deposits in 2025.

30. OneFlight publicly reported approximately $232 million in revenue for fiscal year 2025. Upon information and belief, this reported figure was false and misleading to Plaintiff and other customers of OneFlight in that it failed to properly account for the true cost and scope of OneFlight's outstanding prepaid-flight-hour liabilities then existing on its books. In the alternative, if OneFlight's reported 2025 revenue was accurate, then Defendants' subsequent representations to Plaintiff and other customers regarding OneFlight's solvency and financial stability made in 2026, as described below, were knowingly false when made, given the deteriorating financial trajectory described herein.

<u>D. Rising Costs, Concealed Insolvency, and the PGA TOUR Sponsorship (Early-to-Mid 2026)</u>

31. Beginning no later than the onset of the 2026 conflict between the United States and Iran in late February 2026, the cost of air travel and charter operations rose significantly,

causing immediate adverse financial consequences for OneFlight, whose prepaid-flight-hour liabilities to customers were fixed at a set rate per travel hour regardless of OneFlight's increasing cost to deliver that travel.

32. Rajput, Dismuke, and Crandall were each personally aware of OneFlight's resulting financial and operational difficulties heading into and throughout 2026. OneFlight is a closely held private corporation founded by Rajput, and Rajput, Dismuke, and Crandall worked closely together in operating and marketing OneFlight's business.

33. Notwithstanding this knowledge, as the cost of air travel rose, Rajput and the other Defendants concealed OneFlight's financial difficulties from Plaintiff and other customers and instead presented a false front that OneFlight was not experiencing financial difficulty and was, in fact, solvent and thriving.

34. In mid-2026, OneFlight, by and through and in concert with the Defendants, increased its marketing campaign specifically to attract new customer deposits in order to fund and fulfill its existing obligations on previously sold prepaid flight hours — that is, to use new depositors' money to pay obligations owed to earlier depositors and vendors, the defining characteristic of a Ponzi scheme. On information and belief, the new customer deposits also conferred financial or other benefits on the individual Defendants, with the precise nature and extent of those benefits to be determined in discovery.

35. As part of OneFlight's 2026 marketing and sports sponsorship, OneFlight became the official private aviation partner of the McLaren Mastercard Formula 1 Team in a multi-year collaboration, featuring branding on race cars and the race suits of drivers Lando Norris and Oscar Piastri as well as once again being a title sponsor of the PGA TOUR Myrtle Beach Classic in May,

with enhanced sponsorship that included a featured display of a McLaren F1 race car and OneFlight's hosting of a headline performance by The Beach Boys, as well as its offering of a $250,000 flight credit to that event's winning golfer and a five-hour flight credit to every player who made the 36-hole cut. The PGA TOUR Myrtle Beach Classic sponsorship was at a time when OneFlight was, upon information and belief, struggling to pay its vendors and specifically its air charter operators.

36. This escalated sponsorship commitment, made while OneFlight was struggling to pay its own vendors, was undertaken by Defendants, and all of them, for the purpose of creating a false public appearance of OneFlight's solvency and prosperity in order to induce Plaintiff and other customers to continue making and increasing their deposits.

E. The June 2026 "40% Off" Promotion and the $150,000 Deposit

37. Defendants' concealment of OneFlight's financial instability continued through at least June 3 - 5, 2026, during which period OneFlight and the individual Defendants aggressively marketed OneFlight's products and offered incentives significantly higher than it had ever previously offered, in an effort to obtain new deposits to fund older OneFlight commitments while concealing OneFlight's ongoing financial difficulties.

38. On or about June 3, 2026, at a time when OneFlight's financial difficulties were compounding and OneFlight was, upon information and belief, struggling or unable to pay its charter aircraft operators from the prepaid flight income it had already collected from customers, OneFlight ran a promotion offering 40% off all flights for a two-year period to a purportedly limited number of customers.

39. Plaintiff saw this promotion, believed it seemed too good to be true, and contacted Crandall to ask how OneFlight could afford to offer it. Crandall told Plaintiff that OneFlight was "doing great," referencing OneFlight's continued (and in fact, increased) sponsorship of numerous events such as the PGA TOUR and McLaren F1 team, and told Plaintiff the offer was available to a limited number of customers only and that Plaintiff needed to act immediately to secure a spot.

40. Crandall conveyed a false sense of urgency and scarcity, telling Plaintiff there were only a few spots left. Plaintiff aggressively questioned Defendant Crandall on the financial health of OneFlight and the safety of his deposit, as he had already deposited $630,000 to date and had approximately $400,000 remaining in his cash account at OneFlight for future travel and would not deposit further funds without the express representation of the CEO. Defendant Crandall represented to Plaintiff, as on prior occasions, that he was personally aware that OneFlight was thriving and that he also had the personal assurances of Defendants Dismuke and Rajput to the same. Induced and coerced by these representations, Plaintiff deposited an additional $150,000 with OneFlight on June 4, 2026, to secure 40% off all flight hours for the following two years, for lifetime deposits of $780,000.

41. A few days later, on June 5, 2026, Plaintiff saw the identical promotion still being offered to other customers, demonstrating that Crandall's representations regarding scarcity and limited availability were false, and that OneFlight continued to solicit additional deposits from new and existing customers in order to continue funding its existing obligations — consistent with the operation of a Ponzi scheme in which new money is used to pay old obligations.

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F. OneFlight's Collapse (Summer–Fall 2026)

42. OneFlight thereafter suffered increasing financial difficulties and could not meet its obligations to provide prepaid flights to its customers. In August 2026, OneFlight attempted to impose a sudden 35% "economic surcharge" on its existing customers before reversing that surcharge in the face of customer backlash.

43. On or about September 15, 2026, OneFlight notified its customers in writing that it was pausing all flight activity for the next 30 days, or until further notice. At or around the same time, OneFlight deleted much of its online presence, and multiple charter operators that had been performing flights on OneFlight's behalf publicly reported that OneFlight was behind on payments owed to them, in some instances by hundreds of thousands of dollars. Plaintiff does not believe that OneFlight will become operational again to the detriment of Plaintiff and all other existing customers with a cash balance at OneFlight.

44. As a direct and proximate result of Defendants' conduct described herein, Plaintiff has been damaged in an amount to be proven at trial, but not less than $580,461.42, representing the aggregate cash balance of the $780,000 in non-refundable deposits Plaintiff made in reliance on Defendants' representations, less approximately $200,000 expended on air travel with OneFlight.

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FIRST CLAIM FOR RELIEF

(Fraud / Fraudulent Inducement — Ponzi Scheme)

(Against All Defendants)

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

46. Defendants, and each of them, made false representations of material fact to Plaintiff and others on repeated occasions between May 2025 and June 2026, including representations that OneFlight was solvent, financially stable, and able to fulfill its obligations to deliver prepaid flight hours, and that Plaintiff's non-refundable deposits were safe.

47. These representations were false when made. In truth, and as Defendants knew or recklessly disregarded, OneFlight 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 OneFlight'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.

48. 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 OneFlight.

49. Plaintiff reasonably and justifiably relied on Defendants' representations, notwithstanding his repeated, specific inquiries into OneFlight's solvency, precisely because Defendants, and each of them, directly and specifically, or indirectly, responded to those inquiries with affirmative, individualized assurances of solvency and safety.

50. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff has suffered damages in an amount to be proven at trial, but not less than $580,461.42, representing the aggregate cash balance of Plaintiff's $780,000 total deposits less air travel expenditures.

51. Defendants' conduct was willful, wanton, fraudulent, and in reckless disregard of Plaintiff's rights, entitling Plaintiff to an award of exemplary damages pursuant to Colo. Rev. Stat. § 13-21-102.

SECOND CLAIM FOR RELIEF

(Fraudulent Concealment)

(Against All Defendants)

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

53. Defendants had a duty to disclose OneFlight's true financial condition to Plaintiff because Defendants had superior knowledge of material facts not accessible to Plaintiff, and because Defendants' repeated representations regarding OneFlight's solvency and stability were misleading absent disclosure of OneFlight's actual, deteriorating financial condition.

54. Defendants intentionally concealed and suppressed material facts regarding OneFlight'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.

55. Defendant OneFlight's escalating marketing and sponsorship expenditures, including the March 2026 increased PGA TOUR sponsorship commitment made while OneFlight

was struggling to pay vendors, were affirmative acts of concealment designed to create a false impression of OneFlight's financial health.

56. 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.

57. 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)

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

59. 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 OneFlight's financial condition and its ability to perform its obligations.

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

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

62. 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)

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

64. Rajput, Dismuke, and Crandall, 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 customer, including Plaintiff, while concealing OneFlight's true financial condition and using new deposits to fund pre-existing obligations.

65. 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 each the personal benefit of each Defendant.

66. 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.)

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

68. Plaintiff and OneFlight entered into one or more valid and enforceable agreements under which Plaintiff paid OneFlight non-refundable deposits in exchange for OneFlight's agreement to provide corresponding prepaid flight hours and associated benefits.

69. Plaintiff performed all conditions, covenants, and obligations required of him, including tendering full payment of each deposit.

70. OneFlight breached its agreements with Plaintiff by ceasing flight operations and failing to provide the flight hours and benefits for which Plaintiff had paid.

71. As a direct and proximate result of OneFlight's breach, Plaintiff has suffered damages in an amount to be proven at trial, but not less than $580,461.42, representing the aggregate cash balance of Plaintiff's $780,000 total deposits less OneFlight air travel expenditures.

SIXTH CLAIM FOR RELIEF

(Civil Theft, Colo. Rev. Stat. § 18-4-405)

(Against All Defendants)

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

73. 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.

74. 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)

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

76. To the extent this Court finds no enforceable contract governs the parties' relationship, or that individual Defendants Rajput, Dismuke, and/or Crandall are not parties to any such contract, Plaintiff pleads unjust enrichment in the alternative.

77. Plaintiff conferred a benefit on Defendants by depositing approximately $780,000 with OneFlight at Defendants' solicitation, of which deposits an aggregate cash balance of $580,461.42 remained at the time of OneFlight's closure.

78. Defendants, and each of them, appreciated and knowingly accepted this benefit under circumstances in which they knew, or should have known, that OneFlight would be unable to provide the corresponding flight time.

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

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

EIGHTH CLAIM FOR RELIEF

(Violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, et seq.)

(Against All Defendants)

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

82. 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 OneFlight'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.

83. 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. On information and belief, at least $1,500,000 in unfulfilled customer pre-paid travel (aggregate customer cash accounts) was affected by OneFlight's shutdown.

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

85. Plaintiff is entitled to actual damages, treble damages as permitted under Colo. Rev. Stat. § 6-1-113, and reasonable attorneys' fees and costs.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jeremy Ricks respectfully requests that this Court enter judgment in his favor and against Defendants OneFlight International, Inc., Ferren Rajput, Mark Dismuke, and John Crandall, jointly and severally where applicable, as follows:

A. Awarding Plaintiff compensatory damages in an amount to be proven at trial, but not less than $580,461.42;

B. Awarding Plaintiff exemplary/punitive damages as permitted by law;

C. 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);

D. Awarding Plaintiff restitution under the claim for unjust enrichment, to the extent pled in the alternative;

E. Awarding Plaintiff pre-judgment and post-judgment interest as permitted by law;

F. Awarding Plaintiff his reasonable attorneys' fees and costs incurred in bringing this action, to the extent permitted by law or contract;

G. Granting such other and further relief as the Court deems just and proper.

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JURY DEMAND

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

Dated: September 20, 2026.

Respectfully submitted,

SUSAN J. COFANO
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