IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.

JH DAVIDSON & ASSOCIATES LLC, an Oklahoma limited liability company

Plaintiff,

v.

ONEFLIGHT INTERNATIONAL, INC., a Colorado Corporation

Defendants.

COMPLAINT

Plaintiff JH Davidson & Assoc. LLC (JH Davidson), through its attorneys, Hall & Evans LLC, files this Complaint against Defendants ONEflight International, Inc. (ONEflight or OFI), Ferren Rajput (Rajput), and Mark Dismuke (Dismuke) (collectively, Defendants) and states:

NATURE OF THE CASE

1. This is an action for fraud, fraudulent concealment, negligent misrepresentation, civil conspiracy, breach of contract, civil theft, unjust enrichment, conversion, an accounting, and violation of the Colorado Consumer Protection Act, (CCPA), and violation of Colorado's Organized Crime Control Act (COCCA) arising out of a scheme by Defendants to induce JH Davidson and numerous other customers to make ever-larger prepaid, non-refundable deposits for future private 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. Between April 2026 and August 2026, in reliance on Defendants' representations that OFI was financially sound and capable of delivering the private flights it sold, JH Davidson entered into a series of membership agreements and addenda with OFI and paid OFI non-refundable deposits and fees totaling not less than $915,000.

3. On or about September 15 to 16, 2026 (within weeks of JH Davidson's final payment), OFI notified its customers that it was suspending all flight operations, removed much of its online presence, and defaulted on payments owed to charter operators. OFI has not resumed operations. It has provided JH Davidson with neither the flights it prepaid for, nor a refund of its unused funds, nor any accounting of the funds entrusted to it.

4. JH Davidson brings this action to recover the funds Defendants obtained from it, together with compensatory damages, treble and/or exemplary damages, restitution, pre- and post-judgment interest, attorney fees and costs, a complete accounting, and such other relief as the Court deems just and proper.

PARTIES

5. Plaintiff JH Davidson & Assoc. LLC is, and at all relevant times was, a limited liability company organized under the laws of the State of Oklahoma, with its principal place of business in Tulsa, Oklahoma. For purposes of diversity jurisdiction, a limited liability company is a citizen of each state of which its members are citizens. JH Davidson has four members, whose citizenship is as follows: (a) Jim Davidson, a citizen of Oklahoma, domiciled in Tulsa; (b)

Judd Davidson, a citizen of Oklahoma, domiciled in Tulsa; (c) Sandra Davidson, a citizen of Oklahoma, domiciled in Tulsa; and (d) Tyler Davidson, a citizen of Texas, domiciled in Austin. JH Davidson is therefore a citizen of Oklahoma and Texas and is not a citizen of Colorado.

6. 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 at 8208 South Interport Boulevard, Suite 200, Englewood, Colorado 80112.

7. Defendant Ferren Rajput's last known state of residence is Colorado, and he 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.

8. Defendant Mark Dismuke's last known state of residence is Colorado, and he 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 those of JH Davidson. Dismuke personally executed each of JH Davidson's agreements and addenda on OFI's behalf.

9. Rajput and Dismuke each personally participated in, directed, authorized, and/or ratified the conduct described in this Complaint, while having knowledge that OFI's actual financial condition was deteriorating, and each of them personally benefited from the customer deposits solicited and obtained. Each is personally liable for that conduct regardless of his status as an officer, employee, or agent of OFI.

JURISDICTION AND VENUE

10. 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 JH Davidson, a citizen of Oklahoma and Texas, and each Defendant: OFI (a citizen of Colorado), Rajput, and Dismuke (each a citizen of Colorado), and the amount in controversy exceeds $75,000, exclusive of interest and costs.

11. 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 is a citizen of Colorado and, under C.R.S. § 13-1-124, each conducted the business described herein from and within the State of Colorado on behalf of OFI and purposefully directed communications and solicitations at JH Davidson in furtherance of the conduct alleged here.

12. Venue is proper in this District under 28 U.S.C. § 1391(b) because all Defendants are residents of the State of Colorado and reside in this District, and because a substantial part of the events giving rise to the claims occurred in this District.

FACTUAL ALLEGATIONS

A. OFI's Business and the Individual Defendants' Roles.

13. OFI marketed and sold prepaid private-jet programs, including "JetCard," "BAJCard," "HC FLEX JetCard," and tiered memberships such as the "Diamond Club." Under each, the customer paid a large non-refundable deposit into a membership account, and OFI debited that account at fixed hourly member rates as flights were taken.

14. OFI describes itself as an "Indirect Air Carrier commonly referred to as a Charter Broker" that arranges private air travel through certified Part 135 direct air carriers. OFI is not itself a Part 135 carrier. 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 it 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.

15. OFI is a closely held private corporation founded by Defendant Rajput, OFI's CEO. Defendant Dismuke is OFI's Executive Vice President of Sales and executed each of JH Davidson's agreements and addenda on OFI's behalf. Rajput and Dismuke worked closely together in operating and marketing OFI's business and in overseeing, managing, and directing OFI's financial activities and communications with members.

B. JH Davidson's Agreements and Payments.

16. Beginning in April 2026, OFI, acting through Dismuke, solicited JH Davidson to purchase a succession of prepaid memberships, each conditioned on a time-limited, non-refundable payment.

17. **The BAJCard Agreement (April 2026).** On or about April 16, 2026, JH Davidson, through its member Jim Davidson acting on its behalf, entered into the ONEFLIGHT BAJCARD AGREEMENT (Colorado - 2026) (the "BAJCard Agreement"), by which JH Davidson agreed to purchase a BAJCard Silver Membership. The BAJCard Agreement required a "non-refundable initial funds deposit in the amount not less than one hundred thousand US Dollars (US $100,000)" as pre-payment for charter flights.

18. By an accompanying Addendum 1 - ONEflight Club Agreement captioned "Additional Consideration," which Dismuke executed on OFI's behalf, OFI conditioned a

complimentary one-way mid-size jet trip from Tulsa, Oklahoma to Charleston, South Carolina on JH Davidson's payment of $15,000 in Silver Membership dues and a $100,000 non-refundable deposit to its BAJCard flight account by April 2026. On or about April 17, 2026, JH Davidson paid OFI $115,000 (the $100,000 deposit plus $15,000 in dues) by wire.

19. **The JetCard Agreement (May 2026).** On or about May 21, 2026, JH Davidson entered into the ONEFLIGHT JETCARD MEMBERSHIP ($500k) (Colorado - 2026) (the "JetCard Agreement"), which Dismuke executed on OFI's behalf. Under the JetCard Agreement, JH Davidson agreed to make a "non-refundable initial funds deposit in the amount of two hundred fifty thousand US Dollars (US $250,000)" as pre-payment for flights, and OFI agreed to provide a matching $250,000 flight credit if JH Davidson paid by 3:00 PM MST on May 21, 2026. On or about May 21, 2026, JH Davidson paid OFI the $250,000 deposit by wire.

20. **The Diamond Club Agreement (June 2026).** On or about June 19, 2026, JH Davidson, through its member Jim Davidson acting on its behalf, entered into a ONEFLIGHT DIAMOND CLUB AGREEMENT (Colorado - 2026) (the "Diamond Club Agreement"), which Dismuke executed on OFI's behalf. The Diamond Club Agreement required a "non-refundable initial funds deposit in the amount not less than three hundred thousand US Dollars (US $300,000)" as pre-payment for charter flights.

21. By an accompanying Addendum 1 - ONEflight Club Agreement captioned "Additional Consideration," which Dismuke executed on OFI's behalf, OFI conditioned the conversion of JH Davidson's BAJCard and JetCard accounts into the Diamond Club Membership, and a complimentary round-trip flight on a corporate Gulfstream for up to eight passengers from Denver, Colorado to a destination of JH Davidson's choice in Western Europe

or Hawaii, on its making a $5,000 non-refundable deposit by American Express on June 19, 2026 and a $295,000 non-refundable deposit to its Diamond Club flight account by June 22, 2026. On or about June 19 and June 22, 2026, JH Davidson paid OFI $5,000 and $295,000, respectively, totaling $300,000.

22. **The Diamond Advanced JetCard Addendum (July 2026).** On or about July 28, 2026, JH Davidson executed an Addendum 1 — Additional Consideration, which Dismuke executed on OFI's behalf. In exchange for an upgrade to the "Diamond Advanced JetCard," entitling the member to a 20% discount on all flights booked at least fourteen days in advance, OFI required JH Davidson to make a $5,000 non-refundable deposit by American Express and a $95,000 final payment to its flight account by 3:00 PM MST on July 28, 2026, for a total of $100,000.

23. **The HC FLEX JetCard Agreement (August 2026).** On or about August 25, 2026, JH Davidson, through its member Jim Davidson, acting on its behalf, entered into a "ONEFLIGHT HC FLEX JETCARD (Colorado)" Membership Agreement (the HC Flex Agreement), which Dismuke executed on OFI's behalf. The HC Flex Agreement granted JH Davidson a 25-hour FLEX JetCard "for a one-time non-refundable purchase price in the amount of $150,000.00," and provided for the conversion of $150,000 of its Diamond Club funds into an additional 25 hours, for a total of 50 flight hours. On or about August 25, 2026, JH Davidson paid OFI the $150,000 purchase price by domestic wire transfer.

24. In total, in reliance on Defendants' representations, JH Davidson paid OFI non-refundable deposits, dues, and fees of not less than $915,000 between April and August 2026. Two flights were taken based on these deposits. The remaining funds, not less than $804,000,

remained credited to JH Davidson's OFI accounts as pre-payment for flights, to be debited only for flights and related charges JH Davidson actually incurred.

25. Each of the agreements described above is governed by Colorado law, and all of the agreements are incorporated here by reference.

C. OFI's Concealment of its True Financial Condition.

26. Throughout the period in which Defendants solicited and accepted JH Davidson's deposits, Defendants represented, and created the impression, that OFI was financially sound, capable of delivering the flights JH Davidson prepaid for, and responsibly safeguarding its prepaid funds.

27. Upon information and belief, those representations were false. By early 2026, OFI's charter costs were rising while its obligations to many customers remained tied to previously fixed hourly rates, and OFI's mounting prepaid-flight-hour obligations were rendering it increasingly unable to satisfy its existing obligations. Rather than disclose its deteriorating financial condition, Defendants continued to portray OFI as financially stable, successful, and growing, including through high-profile marketing and sponsorship expenditures (including through the PGA Tour), to induce JH Davidson and other customers to make, maintain, and increase their deposits.

28. Upon information and belief, Defendants used a portion of the funds obtained from JH Davidson and other new depositors to service and forestall exposure of OFI's obligations to earlier customers and vendors, rather than reserving those funds to provide JH Davidson's own prepaid flight hours.

29. Had JH Davidson known OFI's true financial condition, it would not have entered into the agreements described above or made the deposits it made.

D. OFI's Suspension of Operations and Failure to Refund.

30. On or about September 15–16, 2026, within weeks of JH Davidson's final payment, OFI notified customers that it was pausing all flight activity for at least thirty days or until further notice, removed much of its online presence, and defaulted on payments owed to multiple charter operators.

31. OFI did not resume operations. Its suspension of operations foreclosed its ability to provide the flight services, flight-hour access, membership benefits, and account-credit benefits for which JH Davidson had already paid.

32. Rather than provide flights or refunds, OFI directed members to a "Deposit Recovery Plan" administered by an unaffiliated third party, which OFI acknowledged was "not a payment, credit, or refund by or on behalf of ONEflight."

33. JH Davidson has requested information concerning the status, security, and disposition of its prepaid funds and account credits. Defendants have failed to return JH Davidson's money, provide a complete accounting of its disposition, or otherwise remedy the harm caused by their conduct.

34. As a direct and proximate result of Defendants' conduct, JH Davidson has been damaged in an amount to be proven at trial, but well in excess of $75,000, representing the unused balance of its non-refundable deposits, dues, and fees totaling not less than $915,000, less the amounts, if any, OFI properly debited for flights JH Davidson actually took—amounts reflected in records within OFI's exclusive possession and control.

FIRST CLAIM FOR RELIEF

(Fraud/Fraudulent Inducement – All Defendants)

35. Plaintiff fully incorporates all the preceding paragraphs here.

36. Defendants made false representations of material fact to JH Davidson between April and August 2026, including through the written agreements, addenda, and solicitations presented to it, representing that OFI was solvent and financially stable and capable of fulfilling its obligations to provide prepaid flight hours.

37. These representations were false when made. In truth, and as Defendants knew or recklessly disregarded, OFI was operating in a manner consistent with a Ponzi scheme, in which funds obtained from new customer deposits, including JH Davidson's, were used to service and conceal OFI's inability to meet its pre-existing obligations to earlier customers and vendors, rather than being reserved to fund JH Davidson's own prepaid flight hours.

38. Defendants made these false representations with the intent that JH Davidson rely on them and be induced to make, and continue making, ever-larger non-refundable deposits with OFI.

39. JH Davidson reasonably and justifiably relied on Defendants' representations. It had no access to OFI's internal financial information and no means of verifying its condition, and instead depended on Defendants' written promises and representations of financial soundness.

40. As a direct and proximate result of Defendants' fraudulent conduct, JH Davidson has suffered damages in an amount to be proven at trial, but in excess of $75,000.

41. Defendants' conduct was willful, wanton, fraudulent, and in reckless disregard of JH Davidson's rights. Plaintiff reserves the right to seek leave to amend to add a claim for exemplary damages under C.R.S. § 13-21-102(15)(a).

SECOND CLAIM FOR RELIEF
(Fraudulent Concealment – All Defendants)

42. Plaintiff fully incorporates all the preceding paragraphs here.

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

44. 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 JH Davidson to make, and continue making, non-refundable deposits.

45. JH Davidson was unaware of the concealed facts and would not have made its deposits, or would not have made them in the amounts it did, had those facts been disclosed.

46. As a direct and proximate result of Defendants' fraudulent concealment, JH Davidson has suffered damages in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(Negligent Misrepresentation – Pled in the Alternative – All Defendants)

47. Plaintiff fully incorporates all the preceding paragraphs here.

48. In the course of their business, and in transactions in which they had a pecuniary interest, Defendants supplied false information to JH Davidson regarding OFI's financial condition and its ability to perform its obligations.

49. Defendants failed to exercise reasonable care or competence in obtaining or communicating that information to JH Davidson.

50. JH Davidson justifiably relied on Defendants' misrepresentations to its financial detriment.

51. As a direct and proximate result, JH Davidson has suffered damages in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF
(Civil Conspiracy – All Defendants)

52. Plaintiff fully incorporates all the preceding paragraphs here.

53. Rajput and Dismuke, acting on behalf of themselves and OFI 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 JH Davidson, while concealing OFI's true financial condition and using new deposits to fund pre-existing obligations.

54. Each Defendant committed one or more overt, unlawful acts in furtherance of this common scheme, including the specific misrepresentations and concealment described above.

55. As a direct and proximate result of this conspiracy, JH Davidson 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 – ONE Flight International, Inc.)

56. Plaintiff fully incorporates all the preceding paragraphs here.

57. JH Davidson and OFI entered into valid and enforceable agreements. JH Davidson is a party to the BAJCard Agreement, the Diamond Club Agreement and its addendum, the HC Flex Agreement, the JetCard Agreement, and the Diamond Advanced JetCard Addendum, each of which was executed on JH Davidson's behalf by its member Jim Davidson. Under each, JH Davidson paid OFI non-refundable deposits and fees in exchange for OFI's agreement to provide corresponding prepaid flight hours, membership benefits, and account credits.

58. JH Davidson performed all conditions, covenants, and obligations required of it, including tendering full payment of each deposit and fee.

59. OFI materially breached its agreements with JH Davidson by suspending flight operations and failing or refusing to provide the flights, flight-hour access, and benefits for which JH Davidson had paid, and by failing or refusing to refund JH Davidson's unused prepaid funds and account credits.

60. As a direct and proximate result of OFI's breach, JH Davidson has suffered damages in an amount to be proven at trial, but in excess of $75,000.

SIXTH CLAIM FOR RELIEF
(Civil Theft, C.R.S. § 18-4-405 – All Defendants)

61. Plaintiff fully incorporates all preceding paragraphs here.

62. Defendants knowingly obtained, retained, or exercised control over JH Davidson's funds by deception, with the intent to permanently deprive JH Davidson of the use or benefit of those funds, in violation of C.R.S. §§ 18-4-401 and 18-4-405.

63. Despite JH Davidson's demand, Defendants have refused to return the funds.

64. Under C.R.S. § 18-4-405, JH Davidson is entitled to recover the greater of the amount of its actual damages or three times that amount, together with costs and reasonable attorney fees.

SEVENTH CLAIM FOR RELIEF
(Unjust Enrichment – Pled in the Alternative – All Defendants)

65. Plaintiff fully incorporates all preceding paragraphs here.

66. To the extent the Court finds that no enforceable contract governs the parties' relationship, or that Defendants Rajput and Dismuke are not parties to any such contract, JH Davidson pleads unjust enrichment in the alternative.

67. JH Davidson conferred a benefit on Defendants by depositing not less than $915,000 with OFI at Defendants' solicitation, the unused balance of which remained in OFI's possession at the time OFI suspended operations.

68. Defendants 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.

69. It would be inequitable for Defendants to retain this benefit without compensating JH Davidson for its value. JH Davidson is entitled to restitution in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF
(Conversion – All Defendants)

70. Plaintiff fully incorporates all preceding paragraphs here.

71. JH Davidson had a right to possess and control the funds it deposited with OFI. Under the agreements, OFI credited those funds to membership accounts in JH Davidson's name as pre-payment for flights, to be debited only for flights and related charges JH Davidson actually incurred.

72. Information and belief, Defendants, without authorization and in derogation of JH Davidson's rights, wrongfully exercised dominion and control over JH Davidson's funds, including by commingling those funds in OFI's general operating accounts and using them to pay obligations owed to earlier customers and operators and to finance OFI's marketing campaigns, rather than applying them to JH Davidson's flights.

73. Defendants' conversion was willful, wanton, and undertaken in conscious disregard of JH Davidson's property rights.

74. As a direct and proximate result of Defendants' conversion, JH Davidson has suffered damages in an amount to be proven at trial.

NINTH CLAIM FOR RELIEF
(Violation of the Colorado Consumer Protection Act, C.R.S. §6-1-101 et seq.
All Defendants)

75. Plaintiff fully incorporates all preceding paragraphs here.

76. At all relevant times, Defendants were engaged in the business of marketing, selling, and providing private air travel services to consumers, including JH Davidson.

77. Defendants engaged in unfair or deceptive trade practices in the course of their business by, among other things, representing that OFI's prepaid flight-hour program had characteristics, benefits, and financial backing it did not have; representing that JH Davidson's deposits conferred rights and security they knowingly did not confer; and failing to disclose material information concerning OFI's financial condition with the intent to induce JH Davidson to enter into the transactions, in violation of Colo. Rev. Stat. § 6-1-105

78. Defendants' practices occurred in the course of their business and significantly impacted the public as actual or potential consumers, because, 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 JH Davidson.

79. Defendants' conduct proximately caused JH Davidson's injury-in-fact and actual damages.

80. JH Davidson is entitled to actual damages and, upon a showing of bad-faith conduct, treble damages, together with reasonable attorney fees and costs, as permitted under C.R.S. § 6-1-113.

TENTH CLAIM FOR RELIEF
(Violation of the Colorado Organized Crime Control Act, C.R.S. 18-17-101 et seq.
All Defendants)

81. Plaintiff fully incorporates all preceding paragraphs here.

82. ONEflight International, Inc. is an enterprise within the meaning of C.R.S. § 18-17-103(2), being a corporation and a legal entity through which the Defendants conducted the business and affairs described above.

83. Defendants Rajput and Dismuke are each a "person" within the meaning of C.R.S. § 18-17-103(4), each holding or capable of holding a legal or beneficial interest in property, and each is a legal entity distinct and separate from the ONEflight enterprise.

84. Rajput and Dismuke, each employed by or associated with the ONEflight enterprise, knowingly conducted or participated, directly or indirectly, in the conduct of the ONEflight enterprise's affairs through a pattern of racketeering activity, in violation of C.R.S. § 18-17-104(3).

85. The predicate acts of racketeering activity include repeated acts of theft, as defined in C.R.S. § 18-4-401, by which Defendants knowingly obtained control over JH Davidson's and other customers' funds by deception with the intent to permanently deprive them of those funds. Theft under § 18-4-401 is "racketeering activity" within the meaning of Colo. Rev. Stat. § 18-17-103(5).

86. Defendants engaged in at least two acts of racketeering activity related to the conduct of the ONEflight enterprise, including the separate solicitations and acquisitions of JH Davidson's non-refundable deposits between April and August 2026, and like solicitations and acquisitions of deposits from other customers during the same period, the last of which occurred within ten years of a prior act, constituting a "pattern of racketeering activity" within the meaning of C.R.S. § 18-17-103(3).

87. Defendants further conspired and endeavored to violate C.R.S. § 18-17-104(3), in violation of C.R.S. § 18-17-104(4).

88. As a direct and proximate result of Defendants' violations of C.R.S. § 18-17-104, JH Davidson was injured in its property in an amount to be proven at trial, but in excess of

$75,000. Under C.R.S. § 18-17-106(7), JH Davidson is entitled to recover threefold the actual damages it sustained, together with attorney fees in the trial and appellate courts and the costs of investigation and litigation reasonably incurred.

ELEVENTH CLAIM FOR RELIEF
(Accounting – ONEflight International, Inc.)

89. Plaintiff fully incorporates all preceding paragraphs here.

90. OFI possesses records exclusively within its control concerning JH Davidson's deposits, account balances, credits, charges, deductions, withdrawals, transfers, and the disposition of its funds.

91. JH Davidson lacks access to the information necessary to determine the complete amount OFI owes it and the disposition of its funds.

92. JH Davidson has requested information concerning its funds and account credits, but OFI has failed to provide a complete accounting.

93. OFI owes JH Davidson a duty to account for the funds and account credits that OFI received and held for JH Davidson's benefit. An accounting is necessary to determine the total amount OFI owes JH Davidson and the disposition of its money, account credits, and flight-hour benefits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff JH Davidson & Assoc. LLC respectfully requests that this Court enter judgment in its favor and against Defendants ONEflight International, Inc., Ferren Rajput, and Mark Dismuke, jointly and severally where applicable, as follows:

A. Awarding Plaintiff compensatory, consequential, and incidental damages in an amount to be proven at trial, but in excess of $75,000;

B. Awarding Plaintiff treble damages pursuant to C.R.S. § 18-4-405 (civil theft), C.R.S. § 6-1-113 (Colorado Consumer Protection Act), and/or C.R.S. § 18-17-106 (Colorado Organized Crime Control Act);

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

D. Ordering OFI to provide a complete accounting relating to JH Davidson's funds, account credits, charges, deductions, transfers, and the disposition of its money;

E. Granting preliminary and permanent injunctive relief enjoining Defendants from further using, diverting, or dissipating JH Davidson's funds;

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

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

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

JURY DEMAND

Plaintiff demands a trial by jury on all triable issues.

Dated: November 12, 2026.

HALL & EVANS, LLC

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