

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Marco Antonio Bruno da Silva; Rogerio Chaves Scotton

(b) County of Residence of First Listed Plaintiff Broward
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
160 W Camino Real # 102 Boca Raton, Florida 33432
(561) 878-9001 info@legalhelp4y.com In Pro se

DEFENDANTS

Logos Aviation Inc, Nicolas Kyriakopoulos Alexander Kyriakopoulos, Aerovision USA LLC, Marke Daniels

County of Residence of First Listed Defendant Broaward
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 3 Federal Question
(U.S. Government Not a Party)

☒ 2 U.S. Government Defendant

☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☒ 1	Incorporated or Principal Place of Business In This State	☒ 4	☒ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated and Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☒ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☒ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation - Transfer

☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
18 U.S.C. § 1962(c) and § 1964(c), based on predicate acts including wire fraud, mail fraud, and threats.

Brief description of cause:
Civil action under 18 U.S.C. §§ 1962(c) and 1964(c) for damages resulting from a pattern of racketeering activity, including wire fraud, mail fraud, and

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
2,445,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE William P Dimitrouleas

DOCKET NUMBER 0:25-cv-61019

DATE May 22, 2025

SIGNATURE OF ATTORNEY OF RECORD
Belaval, Edgar

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
BROWARD DIVISION**

**MARCOS ANTONIO DA SILVA and
ROGERIO CHAVES SCOTTON,**

Plaintiffs,

CASE NO:

v.

**LOGOS AVIATION, INC., a Florida corporation;
AEROVISION USA LLC, a Florida limited liability company;
MARK TODD DANIELS, an individual.
NICHOLAS KYRIAKOPOULOS, an individual;
ALEXANDER KYRIAKOPOULOS, an individual;
THE NICHOLAS KYRIAKOPOULOS FAMILY TRUST,
Defendants.**

**COMPLAINT FOR VIOLATIONS OF RICO, FRAUD,
CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION,
FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED
RELIEF**

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COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
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I. INTRODUCTION

This is a civil action brought under the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §§1961–1968, the Florida Civil Theft Statute, the Florida Uniform Fraudulent Transfer Act (“FUFTA”), the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), and Florida common law.

Plaintiffs were induced to wire \$735,000 in deposits for the purported purchase of an aircraft Defendants represented as complete and airworthy. In truth, the aircraft was unairworthy, missing engines, and unfit for sale.

When Plaintiffs demanded the return of their money, Defendants refused. Instead, Defendants escalated by issuing threats through WhatsApp, including threats of false reports to DHS/ICE to brand Plaintiffs as “terrorists.” Shortly thereafter, Plaintiff Da Silva was summoned to a second interview at the U.S. Embassy in Rio, consistent with retaliatory reports being lodged.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Defendants' conduct was not an isolated business dispute but part of a pattern of racketeering activity spanning multiple victims, shell corporations, and fraudulent transfers, as confirmed by numerous lawsuits in Florida state and federal courts.

Plaintiffs seek damages, treble damages under RICO and Civil Theft, equitable relief to freeze and recover assets, appointment of a receiver, and referral to federal prosecutors for criminal investigation.

II. JURISDICTION AND VENUE

This Court has subject matter jurisdiction under 28 U.S.C. §1331 (federal question) and 18 U.S.C. §1964(c) (civil RICO).

This Court has diversity jurisdiction under 28 U.S.C. §1332 because Plaintiffs are citizens of Florida and Brazil, Defendants are Florida residents and entities, and the amount in controversy exceeds \$75,000.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Venue is proper under 28 U.S.C. §1391(b) and 18 U.S.C. §1965 because Defendants reside in this District, conduct substantial business here, and the acts and injuries complained of occurred here.

III. PARTIES

Plaintiff Rogerio Chaves Scotton is a natural person, with office in Boca Raton, Florida. He personally contributed half of the \$735,000 deposit, depleting his life savings, and continues to suffer financial devastation.

Plaintiff Marcos Antonio Da Silva is a natural person residing in Brazil. He transmitted the \$735,000 via multiple wire transfers and was directly targeted with retaliatory false reports.

Defendant Logos Aviation, Inc. is a Florida corporation with its principal place of business at Fort Lauderdale Executive Airport (FXE). According to Sunbiz records, Logos is owned by the Nicholas Kyriakopoulos Family Trust, with Alexander Kyriakopoulos as CEO and Nikolaos Kyriakopoulos as Chairman.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Defendant AeroVision USA LLC is a Florida limited liability company affiliated with Logos Aviation, sharing ownership, management, and accounts.

Defendant Mark Daniels is an individual residing in Florida who held himself out as CEO of Logos Aviation. He personally communicated fraudulent representations and threats to Plaintiffs.

Defendant Nicholas Kyriakopoulos is a Florida resident and principal of the Family Trust, exercising ownership and control over Logos Aviation.

Defendant Alexander Kyriakopoulos is a Florida resident, CEO of Logos Aviation, and direct participant in the enterprise's fraudulent conduct.

Defendant Nicholas Kyriakopoulos Family Trust is a Florida trust through which Logos Aviation is owned and controlled.

IV. FACTUAL BACKGROUND

1. The Fraudulent Aircraft Deal

In early 2023, Defendants marketed a business jet valued at approximately \$2.8 million, representing that it was complete, airworthy, and available for immediate delivery.

Relying on Defendants' representations, Plaintiffs wired \$735,000 in multiple transfers (half from Scotton's personal savings).

Plaintiffs later discovered the aircraft was not airworthy, was missing engines, and could not lawfully be delivered.

Plaintiffs demanded return of their funds. Defendants refused, instead concealing the money and continuing the scheme.

2 Retaliation and Intimidation

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

After Plaintiffs pressed for repayment, Scotton created a WhatsApp group in order to peacefully communicate with Nicholas from Logo Aviation and Mark Daniels regarding the return of the funds. Instead of addressing the repayment, Defendants began mocking Plaintiffs and making fun of them. Ultimately, Mark Daniels escalated the harassment by contacting Homeland Security and other agencies, falsely reporting Plaintiffs as “terrorists” in an effort to intimidate and retaliate against them.

Shortly thereafter, Plaintiff Da Silva received notice from the U.S. Embassy in Rio de Janeiro for a second immigration interview — consistent with retaliatory false reports.

3. The Enterprise Structure

The fraudulent scheme was carried out through an enterprise consisting of:

Logos Aviation, Inc. (corporate shell for contracts, deposits);

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

AeroVision USA LLC (parallel shell for accounts and transfers);

The Family Trust (ownership and financial control);

Daniels (CEO role, contract, communications, threats);

Nicholas and Alexander Kyriakopoulos (directors, managers, owners).

This structure satisfies the association-in-fact enterprise definition of 18 U.S.C. §1961(4): a group of persons associated together for the common purpose of defrauding aircraft purchasers.

4. Pattern of Similar Conduct

Defendants' scheme against Plaintiffs is part of a broader pattern:

SWCAM Aircraft LLC v. Logos Aviation, Inc., Case No. 0:25-cv-61019-WPD (S.D.

Fla.) — fraud in aircraft transactions;

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

SL Falcon LLC v. Logos Aviation, Inc. (Broward County replevin, 2023);

Ameriship Corp. v. Logos Aviation Services, Inc. and Nick/Elizabeth Kyriakopoulos (Palm Beach County, 2023).

These lawsuits confirm both closed-ended continuity (repeated schemes over years) and open-ended continuity (threat of ongoing misconduct), satisfying RICO's pattern requirement.

V. CAUSES OF ACTION

COUNT I — VIOLATION OF RICO, 18 U.S.C. §1962(c)

Plaintiffs re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

Section 1962(c) makes it unlawful for any person employed by or associated with an enterprise engaged in interstate commerce to conduct or participate in the conduct of such enterprise's affairs through a pattern of racketeering activity.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
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To plead a claim under §1962(c), Plaintiffs must show: (1) conduct, (2) of an enterprise, (3) through a pattern, (4) of racketeering activity, (5) causing injury to Plaintiffs' business or property. *Sedima, S.P.R.L. v. Imrex Co., 473 U.S. 479, 496–97 (1985).*

Conduct

Defendants each participated in the operation and management of the fraudulent enterprise. Plaintiffs were introduced to Nicholas of Logos Aviation through a Brazilian intermediary who had known him for many years.

Logos Aviation then presented Daniels as having an aircraft for sale. Daniels transmitted the purchase contract to Plaintiffs, which they executed, and both Daniels and Logos Aviation required a \$735,000 down payment as a deposit toward the transaction. Plaintiffs wired the funds to Logos Aviation's designated account, held through the Family Trust or related entities, thereby enabling Defendants to exercise ownership and control over the proceeds. Logos Aviation and AeroVision functioned as the corporate shells and financial conduits that facilitated the fraudulent scheme.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

This conduct satisfies the “operation or management” test under *Reves v. Ernst & Young, 507 U.S. 170, 179 (1993)*.

This conduct satisfies the “operation or management” test under *Reves v. Ernst & Young, 507 U.S. 170, 179 (1993)*.

Enterprise

The enterprise consisted of Logos Aviation, AeroVision, the Family Trust, and individual Defendants, associated together for the common purpose of fraudulently soliciting aircraft deposits.

An association-in-fact enterprise requires only “a purpose, relationships among those associated, and longevity.” *Boyle v. United States, 556 U.S. 938, 946 (2009)*.

Those elements are satisfied here.

Pattern of Racketeering Activity

Defendants committed multiple predicate acts:

Wire fraud (18 U.S.C. §1343): \$735,000 in wires induced by false pretenses.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Mail fraud (18 U.S.C. §1341): contracts and invoices containing false statements sent via FedEx/USPS.

Witness tampering/retaliation (18 U.S.C. §§1512–1513): WhatsApp threats and Embassy consequences.

Interstate transport of stolen property (18 U.S.C. §2314): fraudulent transfer of funds across jurisdictions.

These acts are related and continuous. Relatedness is shown by their common fraudulent purpose; continuity by the repetition in multiple lawsuits (SWCAM, SL Falcon, Ameriship). See *H.J. Inc. v. Northwestern Bell Tel. Co.*, 492 U.S. 229, 242 (1989).

Injury

Plaintiffs suffered injury to their property directly caused by Defendants' racketeering: loss of \$735,000, additional costs exceeding \$80,000, and financial ruin of Plaintiff Scotton.

Proximate causation is satisfied under *Holmes v. SIPC*, 503 U.S. 258, 268 (1992).

Conclusion: Defendants violated 18 U.S.C. §1962(c). Plaintiffs are entitled to treble damages, costs, fees, and equitable relief under 18 U.S.C. §1964(c).

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

COUNT II — RICO CONSPIRACY, 18 U.S.C. §1962(d)

Plaintiffs re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

Section 1962(d) makes it unlawful to conspire to violate subsections (a), (b), or (c) of §1962.

A RICO conspiracy requires only an agreement that a conspirator would commit acts of racketeering. A defendant need not commit predicate acts himself. *Salinas v. United States*, 522 U.S. 52, 65 (1997).

The Eleventh Circuit requires allegations that defendants “agreed to the overall objective of the conspiracy” even if they did not know all details. *Jackson v. BellSouth Telecomms.*, 372 F.3d 1250, 1269 (11th Cir. 2004).

Here, Defendants agreed to solicit large deposits through false pretenses, misappropriate funds, and deter repayment efforts through threats and concealment.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Daniels acted as the face of the scheme; Logos and AeroVision provided the shell entities; Nicholas and Alexander directed ownership and management; the Family Trust concealed and transferred funds.

Each Defendant knew the general objectives: to fraudulently acquire funds and prevent recovery.

The conspiracy is evidenced by Defendants' coordinated threats, concealment of ownership, and repetition of similar schemes against others.

Plaintiffs suffered loss of \$735,000, additional expenses, and reputational harm as a direct result.

Defendants are jointly and severally liable for treble damages, costs, and attorneys' fees under 18 U.S.C. §1964(c).

COUNT III — FRAUD / FRAUDULENT INDUCEMENT (Florida Common Law)

Plaintiffs re-allege and incorporate by reference all preceding paragraphs as if fully set forth herein.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Under Florida law, fraud requires: (1) a false statement of material fact; (2) knowledge of falsity; (3) intent to induce reliance; (4) reliance; (5) damages. **Butler v. Yusem, 44 So. 3d 102, 105 (Fla. 2010).**

Defendants made false statements, including:

The aircraft was complete and airworthy;

Photos and videos accurately reflected its condition;

Deposits were secure and refundable;

Defendants had lawful authority to sell.

Defendants knew these were false, given the aircraft's missing engines, concealed ownership, and refusal to refund.

Defendants intended Plaintiffs to rely on these falsehoods, and Plaintiffs did rely, wiring \$735,000.

In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

Florida courts permit fraud claims alongside contract claims where fraud is extrinsic to the contract. *Allen v. Stephan Co.*, 784 So. 2d 456, 457 (Fla. 4th DCA 2000). Here, the fraud induced the contract itself.

Plaintiffs suffered \$735,000 in losses, \$80,000 in consequential expenses, and financial ruin.

Plaintiffs are entitled to compensatory and punitive damages, plus interest



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Respectfully Submitted,



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In the matter of DA SILVA vs. LOGOS AVIATION, INC
COMPLAINT FOR VIOLATIONS OF RICO, FRAUD, CIVIL THEFT, CONVERSION, UNJUST ENRICHMENT,
FDUTPA, NEGLIGENT MISREPRESENTATION, FRAUDULENT TRANSFER, CONSTRUCTIVE TRUST,
ACCOUNTING, RECEIVERSHIP, AND RELATED RELIEF

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15 day of September 2025, I filed the foregoing Complaint with the Clerk of Court using the CM/ECF system. I further certify that a true and correct copy of the foregoing has been served via U.S. Postal Service, certificate mail and E-mail to the following:

Logos Aviation, Inc.
c/o Registered Agent
12164 NW 34TH STREET
SUNRISE, FL 33323

AeroVision USA LLC
c/o Registered Agent
Mark Daniels
1460 PARK LANE S, JUPITER, FLORIDA 33458

Nicholas Kyriakopoulos
5900 NW 24th Way Hangar B FORT LAUDERDALE, FL 33309

Alexander Kyriakopoulos
5900 NW 24th Way Hangar B FORT LAUDERDALE, FL 33309

Nicholas Kyriakopoulos Family Trust
12164 NW 34TH STREET
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