

IN THE CIRCUIT COURT OF THE 17TH  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD, COUNTY, FLORIDA

CASE NO.: 09-043833 (02)

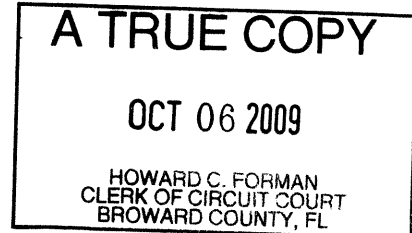
BRIAN STYLES,

Plaintiff,

vs.

MOVIE STAR MUSCLECARS, INC., a foreign  
Corporation, GARY PRONMAN, individually,  
and DAN PRONMAN, individually,

Defendants.



**AMENDED COMPLAINT**

Plaintiff, BRIAN STYLES, (“Styles”), sues Defendants, MOVIE STAR MUSCLECARS, INC. (“MSMC”), GARY PRONMAN (“G. Pronman”), and DAN PRONMAN (“D. Pronman”) (where appropriate MSMC, G. Pronman, and D. Pronman are collectively referred to as, “Defendants”) and alleges:

**Parties, Jurisdiction & Venue**

1. This is an action for damages which exceed \$15,000.00, exclusive of costs, interest and attorneys’ fees.
2. Plaintiff, MSMC, is a Canadian corporation doing business in Broward County, Florida, having a business address of 5754 NW 120th Avenue, in the City of Coral Springs.
3. Plaintiff, Styles, is an individual residing in Delray Beach, Palm Beach County, Florida.
4. Upon information and belief, Defendant, G. Pronman, is an individual whose homestead is located at 5754 NW 120<sup>th</sup> Avenue, in Coral Springs; Broward County, Florida. A

true and correct copy of the relevant page from the Broward County Property Assessor's website reflecting G. Pronman's homestead is attached hereto as **Exhibit "A."**

5. Upon information and belief, Defendant, D. Pronman, is an individual who owns and may reside at 167 Newport K, in Deerfield Beach, Broward County, Florida. A true and correct copy of the relevant page from the Broward County Property Assessor's website reflecting D. Pronman's ownership of Broward County property is attached hereto as **Exhibit "B."**

6. Additionally, upon information and belief, Defendant, D. Pronman owns a Broward County, Florida telephone number, from which he conducts business on behalf of MSMC. True and correct copies of documents reflecting that D. Pronman owns a Broward County telephone number from which he conducts business on behalf of MSMC is attached hereto as **Composite Exhibit "C."**

7. Both G. Pronman and D. Pronman are agents of MSMC which operates and has an actual office in the City of Coral Springs, Broward County, Florida, at 5754 NW 120th Avenue. A true and correct copy of the relevant portion of MSMC's website which reflects that MSMC has an office in Broward County, Florida, is attached hereto as **Exhibit "D."**

8. Venue is proper in this court because Defendants are located in, conduct business in and have an office in Broward County, Florida.

9. Moreover, the cause of action accrued in Broward County, Florida, since at all times pertinent to the instant action, negotiations between Defendant G. Pronman and Styles relative to the underlying transaction occurred in person in Broward County, Florida, and via telephone and email while G. Pronman was in Broward County, Florida.

## GENERAL ALLEGATIONS

10. Based upon prior transactions between the parties, on or about April 22, 2009, G. Pronman solicited Styles for the purpose of brokering the sale of a 1962½ A12 Superbee (the “Vehicle”) to Styles.
11. G. Pronman represented that title to and possession of the Vehicle would be delivered to Styles upon payment of the purchase price.
12. G. Pronman advised that the total purchase price for the Vehicle, including G. Pronman’s broker fee, would be \$84,000.00.
13. On or about April 24, 2009, Styles accepted G. Pronman’s offer to sell the Vehicle on the terms articulated by G. Pronman on April 22, 2009 (the “Agreement”).
14. On or about April 26, 2009, G. Pronman emailed Styles a signed and scanned “Bill of Sale,” purporting to have MSMC sell the Vehicle to Styles and, *inter alia*, confirming the purchase price of \$84,000.00 and detailing the wiring instructions for the purchase funds. A true and correct copy of the April 25, 2009, Bill of Sale is attached as **Exhibit “E.”**
15. However, unlike previous deals between the parties where Styles had paid the owners of the car the sale price of the car directly, in this instance the G. Pronman instructed Styles to wire all of the money directly to the D. Pronman’s MSMC account.
16. On or about April 27, 2009, Styles wired \$84,000.00 (the “Purchase Funds”) to the MSMC account at Laurentian Bank of Canada, pursuant to G. Pronman’s wiring instructions (the “Transaction”).
17. On or about April 28, 2009, and after Styles had tendered the Purchase Funds, Styles learned that the Vehicle was located and titled in Canada. Resultantly, delivery of title

and possession of the Vehicle to Styles pursuant to the Agreement would be appreciably more expensive and time consuming.

18. The Pronmans both failed to disclose that car was located in and titled in Canada. A true and correct copy of the April 28, 2009, email describing the failure to disclose is attached as **Exhibit "F."**

19. Had this information been disclosed prior to him wire transferring the funds, Styles would have either not done the deal or negotiated a lower price for the hassle.

20. On or about April 30, 2009, and after Styles had tendered the Purchase Funds, Styles learned that MSMC was not the title owner of the Vehicle at the time of the Transaction, and had thus misrepresented their authority to enter into the Transaction.

21. Upon information and belief, at some point subsequent to the Transaction, Defendants purchased the Vehicle from Legendary Motorcars. Thus, at the time of the Transaction, Defendants had no authority to sell the Vehicle to Styles, and the "Bill of Sale" was fraudulent and invalid.

22. Due to unscrupulous business practices engaged in by G. Pronman at a car auction in Indiana, in May 2009, Styles communicated to G. Pronman and D. Pronman that he was not going to do any future business with them.

23. Between June 1, 2009, and June 22, 2009, Styles attempted telephone calls and correspondence with G. Pronman and D. Pronman on several occasions in an effort to obtain possession of the Vehicle, the title, and other documentation attendant to the Transaction. True and correct copies of relevant emails are attached as **Composite Exhibit "G."**

24. In response, on or about June 22, 2009, D. Pronman sent email correspondence to Styles that contained five (5) invoices totaling an additional \$70,675.00 purportedly owed to

MSMC (the “MSMC Invoices”). This, despite the fact that prior to the Transaction for the Vehicle, Styles had never transacted business with MSMC. A true and correct copy of the email and the MSMC Invoices are attached as **Composite Exhibit “H.”**

25. Notably, all of the transactions underlying the MSMC Invoices occurred in the State of Florida, some of which occurred in Broward County.

26. Subsequently, in a phone conversation with G. Pronman, Styles was informed that the Pronmans were refusing to deliver the Vehicle to Styles unless and until Styles paid the MSMC Invoices in full. This, despite the fact that prior to the Vehicle, Styles only transacted business with Pronmans, not MSMC, and three (3) of the MSMC Invoices relate to deals for vehicles wholly unrelated to the Pronmans.

27. Thereafter Styles gave up on attempting to obtain title to and possession of the Vehicle and demanded return of his \$84,000.00.

28. Defendants have never returned the \$84,000.00 to Styles.

29. On July 1, 2009, the undersigned sent demand, pursuant to section 772.11, Florida Statutes, for payment of treble damages in the amount of \$252,000.00 (the “Demand Letter”). A true and correct copy of the Demand Letter is attached as **Exhibit “I.”**

30. To date, and more than 30 days after service and receipt of the Demand Letter, Defendants have failed to respond to the Demand Letter or submit payment demanded thereunder.

31. As a result of the foregoing, Styles has been forced to retain the undersigned law firm and has agreed to pay a reasonable fee therefor.

32. All conditions precedent to filing this action have occurred or have been waived.

**COUNT I**  
**Breach of Contract**

33. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 32, as if fully set forth herein.

34. Styles and Defendants are party to the Agreement whereby Defendants were required to deliver title and possession of the Vehicle to Styles in exchange for \$84,000.00.

35. Styles delivered the \$84,000.00 as required under the Agreement.

36. Defendants have failed to deliver title and possession of the Vehicle as required under the Agreement, and therefore, have breached the Agreement.

37. As a result of Defendants' breach, Styles has sustained damages in the amount of \$84,000.00.

WHEREFORE, Styles demands judgment against Defendants for damages, including pre-judgment interest and costs, reimbursement for its reasonable attorney fees, and for such other and further relief as this Court deems just and proper.

**COUNT II**  
**Civil Theft**

38. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 32, as if fully set forth herein.

39. Defendants knowingly accepted Styles' payment of the Purchase Funds.

40. Subsequent to accepting the Purchase Funds, Defendants failed to deliver title and possession of the Vehicle as required under the Agreement.

41. Defendants' failure to deliver title and possession of the Vehicle pursuant to the Agreement despite Styles' tender of the Purchase Funds evidences an intent to appropriate Styles' property.

42. Defendant's continued possession of the Purchase Funds subsequent to multiple requests by Styles for the return of said funds evidences an intent to appropriate Styles' property.

43. Defendant's appropriation of Styles' property constitutes theft as defined in section 812.014(1)(b), Florida Statutes.

44. Pursuant to section 772.11(1), Florida Statutes, Styles is entitled to threefold his actual damages sustained, reasonable attorney's fees and court costs as a result of Defendants' appropriation of Styles' property.

WHEREFORE, Styles demands judgment in its favor and against Defendants, (i) finding that Defendants appropriated the Purchase Funds; (ii) finding that Defendant's appropriation of the Purchase Funds constitutes theft as defined in section 812.014(1)(b), Florida Statutes; (iii) awarding Styles threefold its actual damages sustained, reasonable attorney's fees and court costs; and (iv) for such other and further relief as this Court deems just and proper.

**COUNT III**  
**Fraud**

45. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 32, as if fully set forth herein.

46. Despite his knowledge to the contrary, and for the purpose of inducing Styles to tender the Purchase Funds for the purchase of the Vehicle, G. Pronman represented to Styles that MSMC was the title owner of the Vehicle, and that the Vehicle was titled and located in the United States.

47. Despite his knowledge to the contrary, and for the purpose of inducing Styles to tender the Purchase Funds for the purchase of the Vehicle, D. Pronman represented to Styles that MSMC was the title owner of the Vehicle, and that MSMC had the authority to transact for the sale of the Vehicle.

48. In reliance on G. Pronman and D. Pronman's representations, Styles tendered the Purchase Funds to MSMC for the purchase of the Vehicle.

49. As a result of Styles' payment of the Purchase Funds to MSMC, in reliance on G. Pronman and D. Pronman's false representation, Styles has been forced to incur attorney's fees and costs to litigate the present action, and has suffered damages in the amount of \$84,000.00.

WHEREFORE, Styles, demands judgment in its favor for damages and against Defendants, G. Pronman and D. Pronman, and for such other and further relief as this Court deems just and proper.

**COUNT IV**  
**Unjust Enrichment**

50. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 32, as if fully set forth herein.

51. This Count is plead as an alternative to Count I.

52. On or about April 27, 2009, Styles wired \$84,000.00 to MSMC in contemplation that Defendants would deliver possession and title of the Vehicle.

53. By tendering such payment, Styles has conferred a benefit on the Defendants.

54. Defendants, at all times, had knowledge of the benefit Styles conferred on them.

55. Defendants accepted the benefit the Styles conferred.

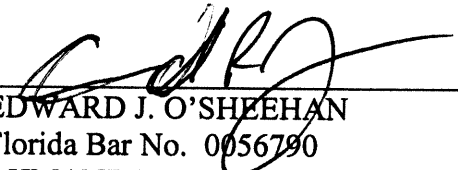
56. Circumstances are such that it would be unjust for Defendants to retain the benefit.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants, (i) finding that Defendants has been unjustly enriched; (ii) awarding Plaintiff the return of \$84,000.00, including pre-judgment interest; and (iii) for such other and further relief as this Court deems just and proper.

Dated: October 5<sup>th</sup>, 2009

SHUTTS & BOWEN LLP  
*Attorneys for Plaintiff*  
200 East Broward Boulevard, Suite 2100  
Fort Lauderdale, FL 33301  
Tel.: (954) 524-5505  
Fax: (954) 888-3071  
eosheehan@shutts.com  
ajohnson@shutts.com

By: \_\_\_\_\_

  
EDWARD J. O'SHEEHAN  
Florida Bar No. 0056790  
AHMAND R. JOHNSON  
Florida Bar No.: 0038905

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via facsimile and U.S. mail upon: **Mark P. Bockstein, Esquire**, 8751 West Broward Boulevard, Suite 305, Plantation, Florida 33324, this 5<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
Of Counsel



Click here to display your 2009 TRIM Notice.

Site Address	5754 NW 120 AVENUE , CORAL SPRINGS	ID #	4841 06 16 0673
Property Owner	PRONMAN,GARY	Millage	2812
Mailing Address	5754 NW 120 AVE CORAL SPRINGS FL 33076	Use	01

Legal Description	HERON BAY SOUTH 167-44 B PART OF PARCEL A DESC'D AS, COMM AT SW COR OF PARCEL A, N ALG W/L FOR 378.33 TO POB, CONT N 26.33, ELY 110.00, SLY 25.46, SLY ARC DIST OF 0.87, WLY 110.00 TO POB AKA: SITE 67C TUSCANY AT HERON BAY SOUTH
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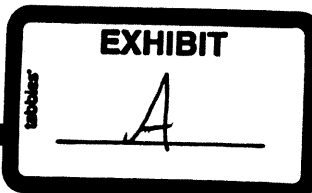
Property Assessment Values					
Year	Land	Building	Just Value	Assessed / SOH Value	Tax
2009	\$17,380	\$137,070	\$154,450	\$154,450	
2008	\$32,150	\$228,440	\$260,590	\$170,150	\$3,422.78
2007	\$43,440	\$247,250	\$290,690	\$165,200	\$3,625.19

2009 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$154,450	\$154,450	\$154,450	\$154,450
Portability	0	0	0	0
Assessed/SOH	\$154,450	\$154,450	\$154,450	\$154,450
Homestead 100	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$104,450	\$129,450	\$104,450	\$104,450

Sales History - Search Subdivision Sales				
Date	Type	Price	Book	Page
11/30/2001	SWD	\$172,000	32420	1214

Land Calculations		
Price	Factor	Type
\$6.00	2,896	SF
Adj. Bldg. S.F. (See Sketch)		2375
Eff. Year Built		2002

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
28	N			NJ	
R				NJ	
1				.07	





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Site Address	167 NEWPORT K , DEERFIELD BEACH	ID #	4842 03 A1 0030
Property Owner	PRONMAN,DANIEL & PRONMAN,GARY	Millage	1112
Mailing Address	167 NEWPORT K DEERFIELD BEACH FL 33442	Use	04

Legal Description	NEWPORT K CONDO UNIT 167
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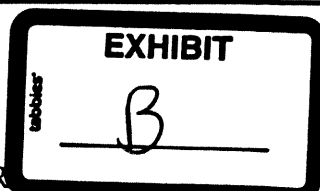
Property Assessment Values					
Year	Land	Building	Just Value	Assessed / SOH Value	Tax
2009	\$3,910	\$35,190	\$39,100	\$39,100	
2008	\$4,410	\$39,690	\$44,100	\$44,100	\$1,020.44
2007	\$6,390	\$57,520	\$63,910	\$63,910	\$1,444.28

2009 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$39,100	\$39,100	\$39,100	\$39,100
Portability	0	0	0	0
Assessed/SOH	\$39,100	\$39,100	\$39,100	\$39,100
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$39,100	\$39,100	\$39,100	\$39,100

Sales History -- Search Subdivision Sales				
Date	Type	Price	Book	Page
2/2/2006	QCD	\$100	41484	709
6/12/1997	WD	\$100	26804	146
12/1/1989	WD	\$30,000	17034	693
9/1/1977	WD	\$20,300		

Land Calculations		
Price	Factor	Type
Adj. Bldg. S.F. (See Sketch)		708
Eff. Year Built		1978

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
11			2		
R			2		
1					





HOME > 1971 > AD DETAIL

✓ HEMI CUDA RARE AND REAL

(viewed 2364 times)

<b>Year:</b>	<b>1971</b>	<b>Engine:</b>	<b>426 HEMI</b>
<b>Model:</b>	<b>Cuda</b>	<b>Transmission:</b>	<b>Manual</b>
<b>Price:</b>	<b>\$395000.00</b>		
<b>Posted By:</b>	<b>zrarecars</b>	<b>Location:</b>	<b>Parkland, Florida</b>
<b>Phone:</b>	<b>954-770-2314</b>	<b>Fax:</b>	
<b>Email:</b>	<b><a href="mailto:zraremusclecars@aol.com">zraremusclecars@aol.com</a></b>	<b>Website:</b>	

**Description:**71 Hemi Cuda fe5 Red/ Black interior 4- speed Billboard Documented Factory fender tag .Complete Nos resto, no expense spared. E-mail zraremusclecars@aol.com for more info FENDER TAG READS R11 R31 V6X 26 EN2 + M31 M88 N41 N42 N96 + G36 J25 J45 L34 M21 M25 FE5 U A33 B51 C55 G11 FE5 H6X9 000 510 037512 E74 D21 BS23 R1B xxxxxx



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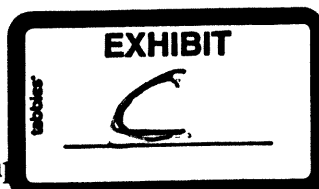
**Reply To:** zrarecars

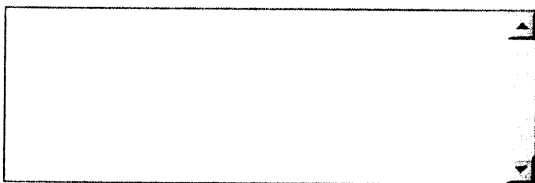
**My Name:**

**My Email:**

**Subject:**

Message:





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## ABOUT MOVIE STAR MUSCLE CARS



Sold 2005 Barrett-Jackson Auction January Arizona Lot #703 Brings World record sale price of 114800, most money ever for any A12 1969 1/2 m code Roadrunner or Superbee car sold, restored by Moviestartmusclecars/GPMusclercars. Moviestartmusclecars was co founded by brothers and owners Gary and Danny .Since starting the company in 1997We have owned and restored some of the Worlds most sought after collectors cars. We have numorus magazine featues in Canadian Classics Mopar Muscle and Mopar collectors guide too name just a few. We have won many Best of show and First place wins such as Mopars at Morosso chosen by Randy Bollg Editor of Mopar Mucslre Magazine. We have had cars the last two years in the Invitational building at Mopar Nationals at Carlisle. We specialize in Mopars GM;s Chevy,s and Fords. Since starting Moviestartmusclecars our restoration buisness has grown to over 5000 feet of offices shop space and warehouses. We have a well trained and experieced staff. Today we can complete ten full rotissorie restorations from start to finish in a year. This allows us to be able to do our cars and at least six to eight for clients and other collectors. Our quality of work speaks for itself and we deliver our promises. Quality, price and scheduling. We can supply many references, but as you go through the website you will be able too see for yourself what our capabililities are. We don;t do this just for money but for a love of these cars and our goal is to bring back as many as possible to there former glory. Our offices and Shop are located at 1245C LaPlace St Vincent De Paul Laval Quebec H7C2N6 with offices also at 5754 NW 120Th Ave Coral Spings Fl 33076 We ship in and out the US from Chazy NY

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## CONTACT INFORMATION



**GARY** office 450-664-3459 cell 514-993-6677 FL 561-445-0649

E-mail [moviestarmuscar@aol.com](mailto:moviestarmuscar@aol.com) FL [gpmusclecars@aol.com](mailto:gpmusclecars@aol.com)

**DANNY** office 450-664-3459 cell 514-993-7814

E-mail [moviestarmuscar@aol.com](mailto:moviestarmuscar@aol.com) or [dansmopar@aol.com](mailto:dansmopar@aol.com)

**BOB** office 450-664-3459

E-mail [moviestarmuscar@aol.com](mailto:moviestarmuscar@aol.com)

Bill of Sale

April 25 2009

Buyer: Brian Styles  
1033 Waterway Lane  
Delray Beach Fl  
33482

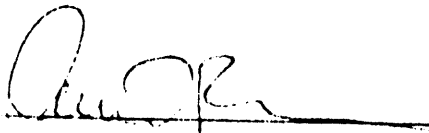
Seller: Moviestar Musclecars  
169 Mozart Street  
D.D.O. QC.  
H9G 2Z5

Item: 1969 1/2 Dodge Superbee  
Vin# WM23M9A301690  
440 6 pack 4 speed numbers matching.  
Documented with build sheet and  
Galen visual inspection. Car is sold as is with a  
Clear title no moneys owed.

Sale price is \$84000.00USD.

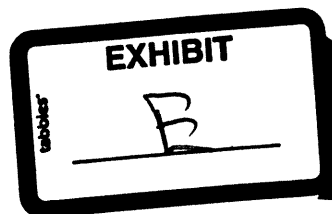
Please wire fund to the account of Moviestar Musclecars,  
Laurentian Bank of Canada  
865 Decarie Blvd montreal Qc. H4L 3M2  
Account number 00321 039 877725 01  
Transit swift code BLCMCAMM

Seller



Buyer

\_\_\_\_\_



**From:** GPMUSCLECARS@aol.com [mailto:GPMUSCLECARS@aol.com]  
**Sent:** Tuesday, April 28, 2009 15:47  
**To:** brian@stylesfamily.com  
**Subject:** Re: Fw: wire transfer

I sell cars from Canada to many of my clients and it is never been an issue. If the car is no difference from a Canadian title to a U.S. title. We transfer them all the time with in Hollywood Fl , for a few bucks more He will even come to your house and do it for that upsets you, To make you happy I will gladly cover it. The transport from Canada is destinations and much less than California , Texas ect

In a message dated 4/28/2009 2:15:14 P.M. Eastern Daylight Time, brian@stylesfarr

No decision on the black TA -- I'm still working on the bee.

Regarding the Orange Bee, let me tell you two things that upset me about this de:

1) Our arrangement was for you to be my buying agent and find me cars for a fee. you've done here, but I'm confused by paying your company directly rather than t company involved?

2) You did not inform me the car was in Canada with non-US title. This would have negatively, buy buying decision and the price negotiated.

Ultimately my concerns are about disclosure. You did not fully disclose the details Communication is the key to a successful transaction, and in my opinion, we failed

Obviously if you get the car into the US at your expense, my concern over #2 is a r

-Brian

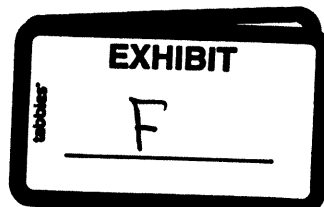
**From:** GPMUSCLECARS@aol.com [mailto:GPMUSCLECARS@aol.com]  
**Sent:** Tuesday, April 28, 2009 07:32  
**To:** styles247@gmail.com  
**Subject:** Re: Fw: wire transfer

Of Course you can sleep well at night , Any decision on the Blk T/A

In a message dated 4/27/2009 10:12:21 P.M. Eastern Daylight Time, styles247@c

| Car is safe with your brother in the mean time, right?

8/6/2009



**From:** Brian Styles [mailto:brian@stylesfamily.com]  
**Sent:** Tuesday, June 02, 2009 13:48  
**To:** Gary Pronman (gpmusclicars@aol.com)  
**Subject:** Superbee paperwork

Gary,  
Could you please email a copy of the paperwork for the Orange Bee.  
Then follow that up with mailing the original documents.  
Thank you.  
-Brian

Brian Styles  
1033 Waterway Ln.  
Delray Beach, FL 33483  
561-910-0572 h  
561-922-7522 c  
[brian@stylesfamily.com](mailto:brian@stylesfamily.com)

8/6/2009



----- Forwarded message -----

**From:** Brian Styles <brian@stylesfamily.com>

**Date:** Fri, Jun 19, 2009 at 10:04 PM

**Subject:** FW: Superbee paperwork

**To:** Dansmopar@aol.com

Dan,

I received no response to this email I sent to Gary back on 6/2. Figure you're up there with the car, so you might be the best to contact on this.

Just FedEx me all the original paperwork please. I've never owned a car this long without receiving the title and important papers.

Thank you,

-Brian

**From:** Brian Styles [mailto:brian@stylesfamily.com]

**Sent:** Tuesday, June 02, 2009 13:48

**To:** Gary Pronman (gpmusclicars@aol.com)

**Subject:** Superbee paperwork

Gary,

Could you please email a copy of the paperwork for the Orange Bee.

8/6/2009

Then follow that up with mailing the original documents.

Thank you.

-Brian

**Brian Styles**

**1033 Waterway Ln.**

**Delray Beach, FL 33483**

**561-910-0572 h**

**561-922-7522 c**

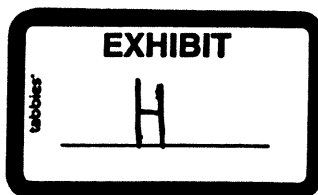
**[brian@stylesfamily.com](mailto:brian@stylesfamily.com)**

**Brian Styles**

---

**From:** Dansmopar@aol.com  
**Sent:** Monday, June 22, 2009 17:16  
**To:** brian@stylesfamily.com  
**Subject:** INVOICES  
**Attachments:** img047.jpg; img048.jpg; img049.jpg; img051.jpg; img052.jpg

PLEASE WIRE TOTAL TO MOVIESTAR MUSCLECARS. IF YOU NEED ANY INFO CALL GARY.



Moviestar Musclecars

MAY 1 2009

INVOICE 3416

Customer: Brian Styles

1033 Waterway Lane

Delray Beach Fl

33482

PICKUP 1969 SUPERBEE TRANSPORT 580.00

WAREHOUSE AND HANDLING 345.00

TOTAL \$925.00

img 47

Moviestar Musclecars

APRIL 10 2009

INVOICE 3356

Customer: Brian Styles

1033 Waterway Lane

Delray Beach Fl

33482

Brokerage fee 5 CAR DEAL ORLANDO

SALE PRICE \$375000.00 USD@ 5%

\$18750.00

PAID \$12000.00

BALANCE OWED

-----  
\$6750.00

img 48

**Moviestar Musclecars**

**MAY 10 2009**

**INVOICE 3366**

**Customer: Brian Styles**

**1033 Waterway Lane**

**Delray Beach Fl**

**33482**

*img 49*

**Brokerage fee 1969 TRANS AM**

**SALE PRICE \$100000.00 USD@ 5%**

**\$5000.00**

-----  
**\$ 5000.00**

**Moviestar Musclicars**

**MAY 1 2009**

**INVOICE 3416**

**Customer: Brian Styles**

**1033 Waterway Lane**

**Delray Beach Fl**

**33482**

*img 51*

**Brokerage fee 1971 HEMI CUDA**

**SALE PRICE \$400000.00 USD@ 5%**

**\$20000.00**

-----  
**\$ 20000.00**

Moviestar Musclecars

MAY 1 2009

INVOICE 3416

Customer: Brian Styles

1033 Waterway Lane

Delray Beach Fl

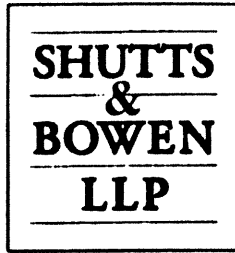
33482

Brokerage fee 1970 HEMI CHALLENGER CONVERTIBLE

SALE PRICE \$760000.00USD @5% \$38000.00

TOTAL \$38000.00

img 52



EDWARD J. O'SHEEHAN  
Member Florida Bar  
(954) 847-3841 Direct Telephone  
(954) 888-3071 Direct Facsimile

E-MAIL ADDRESS:  
eosheehan@shutts.com

July 1, 2009

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**ARTICLE NO.: 7006 3450 0001 0584 2722**  
**AND FIRST CLASS U.S. MAIL**

Gary Pronman  
5754 N.W. 120 Avenue  
Coral Springs, Florida 33076

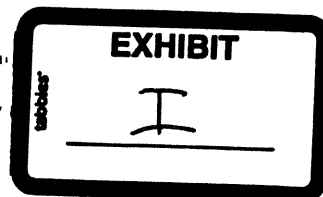
Dan Pronman  
Movie Stars & Muscle Cars  
169 Mozart Street  
D.D.O. QC.  
H9G 2Z5  
Canada

**Re: Demand for Return of Money**

Dear Messrs. Pronman:

Please be advised that this firm has been retained by Brian Styles to recover monies paid to you for a classic automobile that was never delivered.

As you are aware, Gary Pronman approached Mr. Styles in late April 2009 offering to sell to him a 1969½ A12 Superbee. Mr. Pronman advised that the price for the vehicle would be \$84,000, which included his broker fee. Mr. Styles accepted the offer and wired the funds to Dan Pronman's business bank account, as instructed. At no time prior to wiring the money was Mr. Styles informed that the automobile was located and titled in Canada. Although a bill of sale was provided to Mr. Styles, purporting to sell the automobile to Mr. Styles on behalf of Moviestar Musclecars, Mr. Styles has since learned that Moviestar Musclecars was not the owner of the vehicle at that time, and thus, the bill of sale is invalid.



Mr. Gary Pronman  
Mr. Dan Pronman  
July 1, 2009  
Page 2

On repeated occasions since the wire transfer was made, Mr. Styles has tried to obtain possession of the Superbee. Instead of delivering the vehicle, as promised, the two of you have refused delivery, and have demanded that Mr. Style pay to you an additional \$70,675.00. These actions amount to nothing less than extortion and fraud. Please be advised that your acceptance of cash from Mr. Styles for an automobile in which you had no authority to sell, and the subsequent failure to deliver the automobile, combined with your attempt to extort additional monies, is a theft under Florida law.

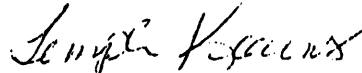
As such, this letter serves as written demand, in accordance with Section 772.11, Fla. Stat., for treble damages in the amount of \$252,000.00, three times the amount taken (\$84,000.00). If you comply with this demand within thirty (30) days after receipt of this letter by paying Brian Styles the treble damages amount, Mr. Styles will provide you with written releases from further civil liability for these acts. You should be aware, however, that if you fail to make payment as demanded by this letter, and Mr. Styles initiates a cause of action against you for civil theft, Mr. Styles will be entitled to recover his attorney fees and costs.

This firm has been authorized by Mr. Styles to file a claim against each of you for civil theft upon the expiration of thirty (30) days from the date of this letter, unless either or both of you have satisfied this demand for the payment of \$252,000.00 before then.

**PLEASE GOVERN YOURSELVES ACCORDINGLY.**

Respectfully,

SHUTTS & BOWEN LLP



*Ed* Edward J. O'Sheehan

cc: Brian J. Styles (via email)  
Temple Fett Kearns (via email)

FTLDOCS 5443574 1