

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

CASE NO.: 09043833

02

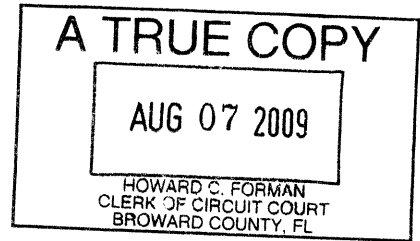
BRIAN STYLES,

Plaintiff,

vs.

GARY PRONMAN, individually,
and d/b/a Moviestar Musclecars and
DAN PRONMAN, individually and
d/b/a Moviestar Musclecars,

Defendants.



COMPLAINT

Plaintiff, BRIAN STYLES, (“Styles”), sues Defendants, GARY PRONMAN (“G. Pronman”) d/b/a Moviestar Musclecars, and DAN PRONMAN (“D. Pronman”) d/b/a Moviestar Musclecars (where appropriate 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, Brian Styles, is an individual residing in Delray Beach, Palm Beach County, Florida.
3. Upon information and belief, Defendant, Gary Pronman, is an individual residing in Coral Springs, Broward County, Florida.

4. Upon information and belief, Defendant, Dan Pronman, is an individual residing in Quebec, Canada

5. Both G. Pronman and D. Pronman are believed to operate an unincorporated business entity doing business as Moviestar Musclecars.

6. Moviestar Musclecars has a website that is available and accessible to all Floridians at www.moviestarmusclecars.com and indicates in its "About Us" webpage that it has "offices also at 5754 NW 120Th Ave Coral Springs Fl 33076."

7. Venue is proper in this court because Defendants are located in and conduct business in Broward County, Florida, and the contract at issue required performance in the State of Florida and the breach the occurred happened in Florida.

GENERAL ALLEGATIONS

8. Based upon prior transactions between the parties, on or about April 22, 2009, G. Pronman solicited Styles for the purpose of selling Styles a 1962½ A12 Superbee (the "Vehicle").

9. G. Pronman represented that title to and possession of the Vehicle would be delivered to Styles upon payment of the purchase price.

10. G. Pronman advised that the total purchase price for the Vehicle, including G. Pronman's broker fee, would be \$84,000.00.

11. 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").

12. On or about April 26, 2009, D. Pronman emailed Styles a signed and scanned "Bill of Sale," purporting to have Moviestar Musclecars 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 “A.”**

13. 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 Pronmans instructed Styles to wire all of the money directly to the Pronmans’ account.

14. On or about April 27, 2009, Styles wired \$84,000.00 (the “Purchase Funds”) to the Moviestar Musclecars account at Laurentian Bank of Canada, pursuant to D. Pronman’s wiring instructions (the “Transaction”).

15. 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.

16. 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 “B.”**

17. 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.

18. On or about April 30, 2009, and after Styles had tendered the Purchase Funds, Styles learned that Moviestar Musclecars was not the title owner of the Vehicle at the time of the Transaction.

19. 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.

20. 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.

21. 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 "C."**

22. 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. A true and correct copy of the email and five invoices are attached as **Composite Exhibit "D."**

23. Despite the fact that three (3) of the invoices relate to deals for other vehicles that the Pronmans were not even involved with, 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 five (5) invoices in full.

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

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

26. 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 "E."**

27. 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.

28. 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.

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

COUNT I
Breach of Contract

30. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 29, as if fully set forth herein.

31. 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.

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

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

34. 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

35. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 29, as if fully set forth herein.

36. Defendants knowingly accepted Styles' payment of the Purchase Funds.
37. Subsequent to accepting the Purchase Funds, Defendants failed to deliver title and possession of the Vehicle as required under the Agreement.
38. 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.
39. 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.
40. Defendant's appropriation of Styles' property constitutes theft as defined in section 812.014(1)(b), Florida Statutes.
41. Pursuant to section 772.11(1), Florida Statutes, Styles is entitled to threefold its 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

42. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 29, as if fully set forth herein.
43. 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

Moviestar Muscledcars was the title owner of the Vehicle, and that the Vehicle was titled and located in the United States.

44. 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 Moviestar Muscledcars was the title owner of the Vehicle, and that Moviestar Muscledcars had the authority to transact for the sale of the Vehicle.

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

46. As a result of Styles' payment of the Purchase Funds to Moviestar Muscledcars, 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

47. Styles reasserts and incorporates herein by reference the allegations in Paragraphs 1 through 29, as if fully set forth herein.

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

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

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

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

52. Defendants accepted the benefit the Styles conferred.

53. 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: August 7, 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

Bill of Sale

April 25 2009

Buyer: Brian Styles
1033 Waterway Lane
Delray Beach Fl
33482

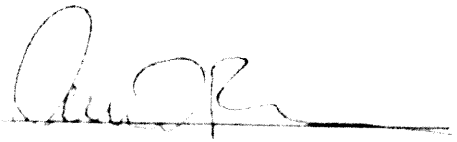
Seller: Moviestar Musclicars
169 Mozart Street
D.D.O. QC.
H9G 2Z5

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.

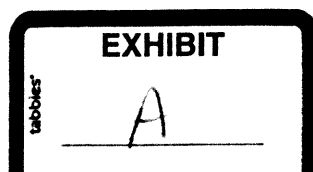
Sale price is \$84000.00USD.

Please wire fund to the account of Moviestar Musclicars,
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

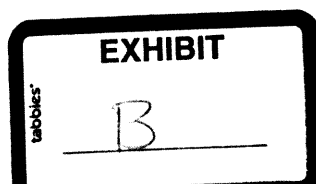
Subject: Re: Fw: wire transfer

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 (gpmusclecars@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.

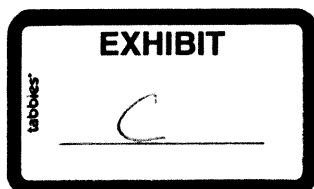
Delray Beach, FL 33483

561-910-0572 h

561-922-7522 c

brian@stylesfamily.com

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

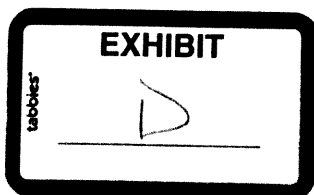
561-922-7522 c

brian@stylesfamily.com

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 Musclicars

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 Musclecars

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

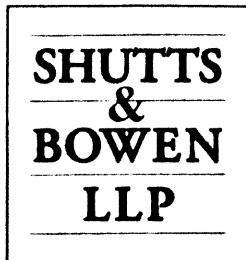
33482

Brokerage fee 1970 HEMI CHALLENGER CONVERTIBLE

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

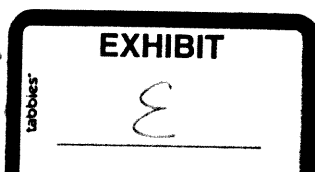
Dan Pronman
Movie Stars & Muscle Cars
169 Mozart Street
D.D.O. QC.
H9G 2Z5
Canada

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.

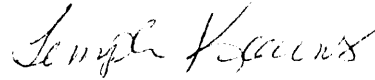
As such, this letter serves as written demand, in accordance with Section 772.11, Fla. Stat., for treble damages in the amount of \$252,000.00, three times the amount taken (\$84,000.00). If you comply with this demand within thirty (30) days after receipt of this letter by paying Brian Styles the treble 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



for Edward J. O'Sheehan

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

FTLDOCS 5443574 1