\*\*\*\* CASE NUMBER: 502023CA016036XXXAMB Div: AN \*\*\*\* Filing # 186733786 E-Filed 11/26/2023 10:51:37 PM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

**CIVIL DIVISION** 

CASE NO.

**MAX WEINBERG** 

Plaintiff(s),

VS.

ARTHUR SIEGLE, ARLENE SIEGLE, KAREN SIEGLE, STUART SIEGLE, and INVESTMENT AUTOMOTIVE GROUP INC.

Defendant(s).

# **COMPLAINT**

Plaintiff, MAX WEINBERG, sues Defendants, ARTHUR SIEGLE, ARLENE SIEGLE, KAREN SIEGLE, and STUART SIEGLE, jointly in their individual capacities, and INVESTMENT AUTOMOTIVE GROUP INC., a Florida corporation, and alleges the following:

#### Introduction

1. This is a lawsuit to recover \$125,000.00, plus treble damages of an additional \$250,000.00, representing monies taken by Defendants collectively from Plaintiff, and used by Defendants collectively, resulting in both a breach of contract, civil theft, and an unjust enrichment, as more fully alleged herein.

FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK, 11/26/2023 10:51:37 PM

#### **JURISDICTION AND VENUE**

- 2. This is an action for damages exceeding \$50,000.00, exclusive of attorneys' fees and costs.
- 3. Venue is appropriate in Palm Beach County, Florida, because all material acts occurred therein.

#### **PARTIES**

- 4. Plaintiff **MAX WEINBERG** ("MAX") is an adult resident of Palm Beach County, Florida.
- Defendants ARTHUR SIEGLE, ARLENE SIEGLE, KAREN SIEGLE and STUART SIEGLE are all adult residents of Palm Beach County, Florida.
- 6. Defendant **INVESTMENT AUTOMOTIVE GROUP INC.** ("IAG") is a Florida corporation, for which Defendant **STUART SIEGLE** is the President, and which does business in Palm Beach County, Florida, and elsewhere.

#### **FACTS**

- 7. Defendant STUART SIEGLE (hereinafter referred to as "STUART") owns and operates INVESTMENT AUTOMOTIVE GROUP INC., (hereinafter referred as to "IAG") which maintains as a fictitious name "*Great Dane Motorsports*" and which maintains a business address of 23347 Water Circle, Boca Raton, Florida.
- 8. MAX desired to purchase a restored 1957 Mercedes-Benz 190SL ("Vehicle"), from

- IAG, which IAG claimed it could rebuild and restore to pristine condition.
- 9. STUART met with MAX in Boca Raton, Florida on or about March 15, 2021, to discuss the restoration and build of the Vehicle. At that time, STUART represented that the Vehicle would be a "work of art" and the finest of 190SLs, and that the Vehicle would be rebuilt and restored as a "number 1" car in the accordance with *Concours* quantifable judging standards applicable to vintage Mercedes Benz vehicles.
- 10. ARTHUR SIEGEL (hereinafter referred to as "ARTHUR") is STUART'S son and sent text messages to MAX on April 1, 2021, promoting the transaction and claiming that the Vehicle will be one of the finest 190's anywhere. ARTHUR sent three additional text messages to MAX to promote the transaction.
- 11. The purchase price, which included the vehicle and its restoration, was negotiated at \$225,000.00, and a contract was signed on April 9, 2021, in Boca Raton, Florida. *See Exhibit 1*.
- 12. On April 9, 2021, and MAX provided STUART a personal check during a meeting at a restaurant in Boca Raton, Florida, in the amount of \$50,000.00, which was subsequently deposited and thereafter the proceeds were used by all Defendants, as more fully alleged herein.
- 13. STUART met again with MAX in Boca Raton, Florida on April 17, 2021, and MAX provided STUART a check in the amount of \$75,000.00 which was subsequently

- deposited and used by all Defendants.
- 14. A total of \$125,000.00 was provided by MAX to Defendants as of April 17, 2021.
- 15. On May 6, 2021, MAX sent STUART an email expressing concerns over the quality of the restoration of the vehicle, and requested an independent inspection of the vehicle.
- 16. STUART replied via email to MAX that the Vehicle restoration was being done properly. Nonetheless, MAX insisted on a Vehicle inspection by an expert.
- 17. On May 13, 2021, MAX commissioned Pierre Hedary, an expert in the repair and service of Mercedes Benz model platforms introduced before 1990, to inspect the Vehicle that was being remodeled by STUART and IAG, to determine if it met the applicable standards for the Concours quantifable judging standards.
- 18. Mr. Hedary visited the IAG facility and conducted an extensive inspection of the Vehicle, and generated an inspection report with photographs of defects on the Vehicle. Based on this inspection report, attached hereto as *Exhibit 2*, it was determined that the restoration was not being completed properly, and that there were defects in at least the following areas:
  - (1) the absence of factory spot welds;
  - (2) the overwhelming presence of a Bondo® body filler indicating a failure to dip the Vehicle in an acid tank and thoroughly rinse it prior to commencing restoration in accordance with established procedures;

- (3) mismatched part numbers, including evidence that the Vehicle's wheels were dated from 1962 and 1964, not 1957;
- (4) an incorrect or counterfeit chassis number plate including pictorial evidence of a scratched out number on the engine block;
- (5) evidence of undisclosed accident damage;
- (6) evidence of excessive corrosion and rust;
- (7) deteriorating and incorrectly repaired/assembled body panels;
- (8) significant mechanical issues including damage to the intake manifold and radiator; and
- (9) attempts to conceal corrosion and body damage.
- 19. It was also determined by Mr. Hedary that the engine, transmission, or rear axle was never rebuilt.
- 20. Mr Hedary's report concluded that any attempt at repair or restoration was shoddy, improper, and not to Mercedes' specification. Mr. Hedary's report also disclosed that the Vehicle is a 1956 model, despite being represented as a 1957 model.
- 21. In addition, on the day of the inspection, STUART presented MAX and Mr. Hedary a counterfeit build sheet and refused to provide, after multiple verbal and written requests MAX, any documentation supporting the misrepresentation that the Vehicle had been restored or rebuilt.
- 22. On July 21, 2021, MAX and his counsel informed STUART and IAG that he had

- canceled the transaction based on the deficiencies noted in Exhibit 2.
- 23. On July 21, 2021, MAX, through his counsel, sent a demand to STUART, ARTHUR, and IAG via a "civil theft letter," requesting the \$125,000 deposit be returned. *See Exhibit 3*.
- 24. ARTHUR and STUART and IAG were placed on notice that pursuant to Section 772.11, Fla. Stat., a demand for treble damages in the amount of \$375,000.00 was due to MAX.
- 25. A subsequent investigation by law enforcement was commenced to review the financial records of Defendants to determine the disposition of the \$125,000.00 deposit provided by MAX to STUART and IAG. See Exhibit 4 (report).
- 26. It was determined in this investigation that the \$125,000.00 in funds provided by MAX were transferred by STUART to his personal Chase bank account ending in 7110 shortly after MAX provided the funds, which was also shared with Defendant Arlene Siegle (hereinafter referred to as "ARLENE").
- 27. In addition, funds from the MAX deposit of \$125,000.00 were then transferred to the USAA account ending in registered to Defendants Karen Siegle ("hereinafter referred to as "KAREN") and ARTHUR.
- 28. KAREN and ARTHUR then used MAX'S deposit to purchase a vehicle and transferred funds to another bank account controlled by her.
- 29. None of the funds deposited by MAX were used for restoration of the aforementioned

- vehicle, nor were these funds used for the purchase of parts for the restoration of the vehicle.
- 30. STUART also made representations to third parties, after MAX provided the \$125,000.00 deposit, that the condition of the aforementioned vehicle was poor.
- 31. None of the Defendants returned the deposited funds of \$125,000.00 to MAX after the demand was made to STUART, ARTHUR and IAG, as reflected in *Exhibit 3*.
- 32. STUART and ARTHUR caused the Vehicle to be sold to a third party thereafter via an auction website on or about December 22, 2022, thereby retaining both the value of the Vehicle and the \$125,000.00 deposit paid by WEINBERG.
- 33. As a result of the actions of all Defendants, MAX retained legal counsel and had to pay attorneys' fees and costs, for which Defendants are responsible.

# COUNT I

# (Breach of Contract/Suit on Notes against Defendant IAG)

- 34. Plaintiff MAX realleges and adopts by reference the allegations contained in paragraphs 1 through 33, as if fully set forth herein.
- 35. At all times material hereto, Defendant IAG had entered into a contract with MAX on or about April 9, 2021, and thereafter breached its obligations under the contract to restore and remodel the vehicle as more fully explained herein. *See Exhibit 1*.
- 36. Specifically, IAG failed to reveal that the restoration was not being completed properly, and that there were defects in at least the following areas of the Vehicle:(1) the absence of factory spot welds;

- (2) the overwhelming presence of a Bondo® body filler indicating a failure to dip the Vehicle in an acid tank and thoroughly rinse it prior to commencing restoration in accordance with established procedures;
- (3) mismatched part numbers, including evidence that the Vehicle's wheels were dated from 1962 and 1964, not 1957;
- (4) an incorrect or counterfeit chassis number plate including pictorial evidence of a scratched out number on the engine block;
- (5) evidence of undisclosed accident damage;
- (6) evidence of excessive corrosion and rust;
- (7) deteriorating and incorrectly repaired/assembled body panels;
- (8) significant mechanical issues including damage to the intake manifold and radiator; and
- (9) attempts to conceal corrosion and body damage.
- 37. It was also determined by expert Mr. Hedary that the engine, transmission, or rear axle was never rebuilt and that the Vehicle is a 1956 model, despite being represented as a 1957 model. *See Exhibit 2*.
- 38. MAX demanded his \$125,000.00 deposit be returned, but Defendant IAG refused to do.
- 39. Plaintiffs have retained the undersigned attorneys to represent them in this action and have obligated MAX to pay the attorneys a reasonable fee for their services.
- 40. As a result of the breach of contract, MAX has incurred liquidated damages in the

amount of \$125,000.00, plus interest since April 9, 2021, and costs of this litigation.

**WHEREFORE**, Plaintiff MAX, requests this Court to enter judgment against Defendant, IAG, for the amount of \$125,000.00, along with any such further relief the Court deems just and proper.

#### **COUNT II**

# (CIVIL THEFT as to DEFENDANTS IAG, ARTHUR, and STUART)

- 41. Plaintiff MAX realleges and adopts by reference the allegations contained in paragraphs 1 through 33, as if fully set forth herein.
- 42. This is an action for civil theft pursuant to Section 772.11, Florida Statutes.
- 43. Section 772.11, Florida Statutes, states, in pertinent part, that:

Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and courts costs in the trial and appellate courts. Before filing an action for damages under this section, the person claiming injury must make a written demand for \$200 or the treble damage amount of the person liable for damages under this section. If the person to whom a written demand is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for the specific act of theft or exploitation by the person making the written demand.

- 44. IAG, STUART and ARTHUR obtained and used a substantial amount of MAX's without his permission.
- 45. IAG, STUART and ARTHUR knowingly and unlawfully obtained or used or endeavored to obtain or use MAX's funds with felonious intent and did knowingly

- deprive or endeavor to deprive MAX of his right to or a benefit from his property either temporarily or permanently for IAG, STUART and ARTHUR's own use or the use of any person or entity not entitled to the property, in violation of Sections 812.014 and 772.11, Florida Statutes.
- 46. On July 21, 2021, MAX through counsel sent IAG, STUART and ARTHUR a formal written demand via electronic, regular, and certified United States mail under Section 772.11, Florida Statutes, for the prompt return of MAX's funds. *See Exhibit 3 attached hereto*.
- 47. As of the date of filing, however, IAG, STUART and ARTHUR have failed or otherwise refused to respond to MAX's demand under Florida law.
- 48. As a direct and proximate result of IAG, STUART and ARTHUR's actions, MAX has and will continue to be deprived of his right to his monies and benefits therefrom and have suffered damages accordingly.
- 49. Under Section 772.11, Florida Statutes, MAX is entitled to recover treble damages from IAG, STUART and ARTHUR for a total of \$375,000.00 for the theft of his property by each of them working in concert with each other.
- 50. As a direct result of IAG, STUART and ARTHUR's unlawful actions, depriving MAX of his right to possess and enjoy his monies and the benefit thereof, and IAG, STUART and ARTHUR's continuing failure and refusal to return MAX's property, MAX was required to retain undersigned counsel and is obligated to pay his counsel a reasonable fee.

51. Pursuant to Section 772.11, Florida Statutes, MAX is entitled to recover from Defendants IAG, STUART and ARTHUR any reasonable amount of attorneys' fees incurred in pursuit of his rights under Florida law.

WHEREFORE, Plaintiff MAX respectfully requests that the Court enter judgment against Defendants IAG, STUART and ARTHUR, jointly and severally, for violation of Section 772.11, Florida Statutes, and award Plaintiff MAX compensatory damages, special damages of at least \$375,000.00, attorneys' fees and costs, and all other relief available under Florida law.

### **COUNT III**

# (UNJUST ENRICHMENT as to all Defendants)

- 52. Plaintiff MAX re-alleges and adopts by reference the allegations contained in paragraphs 1 through 33, as if more fully set forth herein.
- 53. At the request of IAG, STUART and ARTHUR. MAX conferred a benefit to IAG, STUART, ARTHUR, KAREN, and ARLENE by providing \$125,000.00 to be used for the restoration of the Vehicle.
- 54. Defendants IAG, STUART, ARTHUR, KAREN, and ARLENE each have knowledge of the benefits conferred upon them by MAX, but refuse to pay for the value of the benefits.
- 55. Defendants IAG, STUART, ARTHUR, KAREN, and ARLENE each have voluntarily accepted and retained the benefit conferred, having placed funds from the \$125,000.00 deposit into their personal bank accounts and retirement accounts, as

- more fully alleged herein, and the using such funds to make purchases for their own benefit. *See Exhibit 4*.
- 56. The circumstances are such that it would be inequitable for Defendants IAG, STUART, ARTHUR, KAREN, and ARLENE to retain the benefit without paying MAX for the fair value of the same.

WHEREFORE, Plaintiff MAX, demands judgement against Defendants IAG, STUART, ARTHUR, KAREN, and ARLENE, for \$125,000.00 in liquidated damages, court costs, prejudgement interest, and such further relief the Court deems just and proper.

#### **COUNT IV**

# (CONVERSION as to all Defendants)

- 57. Plaintiff MAX re-alleges and adopts by reference the allegations contained in paragraphs 1 through 14, and 25 through 33, as if more fully set forth herein.
- 58. MAX had an immediate right of possession of the subject Funds (\$125,000.00) described herein and made demand for same from Defendants IAG, STUART and ARTHUR.
- 59. Defendants IAG, STUART and ARTHUR and KAREN and ARLENE exercised multiple and repeated positive, overt acts of dominion or authority over the Funds, as more fully alleged in paragraphs 25 through 29 which is inconsistent with and adverse to the rights of the true owner: MAX. *See Exhibit 4*.
- 60. MAX demanded that Defendants IAG, STUART and ARTHUR DK and LK return the Funds taken from him on several occasions.

- 61. However, Defendants IAG, STUART and ARTHUR refused to deliver possession of the Funds to MAX as of the date of this filing.
- 62. MAX has suffered financial damages as a direct result of the conversion of his rightfully owned Funds.
- 63. MAX reserves the right to amend this complaint at the appropriate time to request punitive damages due to the intentional, willful, or grossly negligent conduct by Defendants IAG, STUART and ARTHUR

WHEREFORE, Plaintiff MAX respectfully requests that the Court enter judgment against Defendants IAG, STUART, ARTHUR, KAREN, and ARLENE, jointly and severally, for compensatory damages of \$125,000.00, special damages, costs, accrued interest, and such other and further relief as the Court deems just and proper under the circumstances.

Jury demand: Plaintiff demands a jury trial on all issues so triable.

Respectfully submitted this

26th day of November, 2023,

Valentin Rodriguez

Valentin Rodriguez, Esq. VALENTIN RODRIGUEZ P.A. 2465 Mercer Avenue, Suite 301 West Palm Beach, Florida 33401 Fla. Bar No. 047661 (561) 832-7510 defend@bellsouth.net

**Counsel for Plaintiff MAX WEINBERG** 

Great Dane Motorsports 1421 SW 10 Ave #107 Pompano Beach, FL 33069 954-647-7095

# RETAIL ORDER FOR A MOTOR VEHICLE

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# EXHIBIT 2

# "Best of the Best"?



"Don't worry Max, the antenna bezel will hide it" - Stu Siegle May 13, 2021



# Pierre Hedary's

# Specializing in the Service and Repair of Classic Mercedes-Benz Vehicles

Florida Registration MV-88794



1014 Pine Street Titusville, Florida, 32796 407 765 2867 Mbownersforlife@bellsouth.net

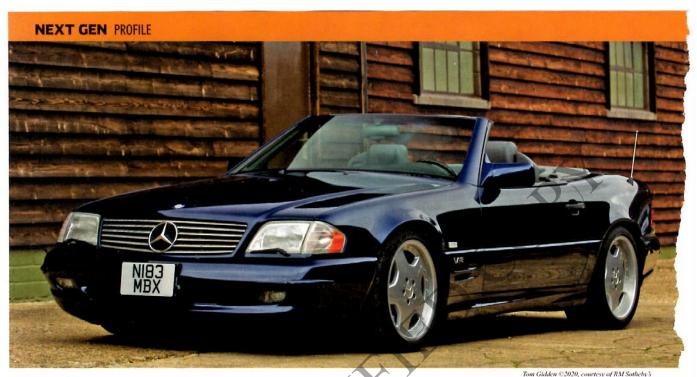
# 1. ABOUT THE WRITER OF THIS REPORT - PIERRE HEDARY

Pierre Hedary is the owner of an eponymous Mercedes Benz repair shop in Titusville, Florida. He services Mercedes Benz model platforms introduced before 1990, with an emphasis on preserving original examples and assisting buyers in finding excellent examples of the Mercedes Benz they are seeking. In addition, Mr. Hedary serves as technical presenter for the Mercedes Benz club of America, and writes the majority of Mercedes Benz auction profiles for Sports Car Market magazine. Mr. Hedary's YouTube channel, which discusses a wide variety of classic Mercedes Benz topics, has 23,000 subscribers.

In his spare time, Mr. Hedary assists classic Mercedes Benz owners with technical issues that many mechanics are unable to deal with.



# 1. ABOUT THE WRITER OF THIS REPORT - PIERRE HEDARY: 1996 MERCEDES-BENZ SL70 AMG ANALYSIS BY PIERRE HEDARY



# 1996 Mercedes-Benz SL70 AMG

# Limited-edition AMG models are red-hot, but knowledge is essential

by Pierre Hedary

Chassis number: WDB1290761F134374

t a time when the price of a standard Mercedes-Benz SL600 was just 5% less than a Rolls-Royce Silver Spirit, it is unsurprising that the SL70 always was an extremely rare car; the engine upgrade alone cost roughly the equivalent of \$60,000. Nevertheless, the reward was staggering: a hand-built 7.1-liter AMG-tuned version of the exquisite M120 V12 engine, producing a supercarslaying 489 hp.

As with all SL70 examples, this Azurite Blue Metallic over gray chassis began life as an SL600 for the Japanese market and was completed in January 1996. Records paired to the affixed AMG Japan commission plate indicate that the SL70 conversion was begun on February 13 and completed on May 20, 1996. Additionally, documentation confirms that this rarified chassis also received the "E70 Power Pack," which uses an engine-management computer borrowed from the contemporaneous S72 AMG to achieve a conservatively rated 510 horsepower.

After many years of residence in Japan, this SL70 AMG was imported into the U.K. in 2012 and acquired by the consignor in 2015. Since purchase, it has been driven just several hundred kilometers while part of their collection and comes with recent service documentation.

SCM Analysis This car, Lot 142, sold for \$149,778 at RM Sotheby's London, U.K., sale on October 31, 2020.

Another AMG fantasy car that appeared out of the Land of the Rising Sun, this extremely rare SL70 is said to be one of 29 units built by "AMG Japan." Our subject car represents a somewhat tame departure from the brash, machismo 1980s AMG product, appearing much more visually subtle and mechanically potent than most cosmetically enhanced AMGs.

#### More go, less show

During the 1990s, a transformation occurred slowly at AMG. The focus moved away from wide-body kits, flashy wheels and bespoke aerodynamics to a new understated AMG look. This was welcome in Japan, where the effects of the bubble economy left few people with the funds to purchase and hot-rod their cars, let alone an expensive Mercedes SL600.

This resulted in a heavy shift to a more hushed performance-driving experience. Concurrently, AMG was producing the C36 sedan in Affalterbach, as well as W124 sedan and W463 G-Class SUV performance variants with the 3.6-liter M104 straight-6 engine. These cars offered only subtle exterior cues to the potency that awaited the driver. Our subject car is no different — the average enthusiast might think it



is just a typical SL600 with the compulsory set of AMG Monoblock wheels.

#### Mercedes' halo V12

For most Mercedes enthusiasts, there is one uniquely important V12 engine: the M120, as found in our subject car. This is the engine that AMG chose to showcase its over-the-top engineering, with a 7.3-liter capacity being the largest seen on something resembling a production Mercedes. AMG even further developed its own version of this engine, renaming it the M297, for use in the SL73, \$73, CL73 and road-going CLK-GTR. The M120 left such a durable impression that the subsequent M137, M275 and even the modern M279 engines live in its shadow.

The versatility of the M120 was derived from its origins. The twin-cam M104 16 that powered the C36 AMG and various standard E-, S- and SL-Class cars was a natural platform from which to create a new V12. AMG interpreted this shared platform as an excuse to carry out simultaneous enhancements on both the 6- and 12-cylinder variants; hence the AMG 3.6-liter inline 6 spawned new 7.0- and 7.2-liter V12 engines.

The success of the M120 hinged on its DOHC, 48valve design, its extreme robustness and its ability to be tuned for more power. Pagani even used the M120 in its earth-shattering Zonda until 2016, some 14 years after Mercedes stopped offering it in the SL600. The insane publicity that the Zonda generated helped cement the M120 as a true supercar engine.

According to Jonathan Hodgman of Blueridge Mercedes, my favorite information source for the market on AMG cryptids, owners of Zonda C12 and C12 S models have reportedly purchased whole SL73 models the ultimate AMG SL of this era - to harvest their engines. The SL73 is even more rare than the SL70 and SL72 and shared its engine with the Zonda \$ 7.3) with 750 horsepower being attainable. The differences between the SL70 and SL72 are a hotly debated topic, with many details being unclear or highly variable. It is worth noting that some SL73s brought to market are not true 73s, instead being rebadged 70s and 72s or even plain SL600s.

#### No address on file

There was not a centralized AMG production facility in Japan, but rather a number of small shops, Mercedes dealerships and eyen individuals that were given permission to use the name. In some cases, permission wasn't given, but the individual parts needed to build a largedisplacement engine were available from Mercedes dealership parts departments, meaning anyone who knew how to build an engine could theoretically create their own \$1.70. These modern-day hot-rodders used over-the-counter parts, engine-management systems

and bolt-on suspension, exhaust and wheels to create examples like our subject car, while applying their personal touches to the fine details. If you were hoping for a car built by a licensed AMG facility in Japan, similar to the one in Affalterbach, Germany, I suggest you curb your expectations.

#### Transforming bland to sublime

I am not shy about admitting my lukewarm sentiment towards the R129series SL. There are some notable issues with this model, including Mercedes not



providing replacement electronic keys, and crumbling engine wiring on 1993-95 examples. I have to admit that the R129 does have a strong unibody chassis and makes a great performer. While R129s are slowly building a following in the marketplace, a decent SL600 is still a \$20,000 car. Given the maintenance cost, they are not great investments, but they do provide inexpensive access to supercar performance while delivering relatively reliable service for a V12-powered automobile.

AMG stamped its factory engines with a "72" designation on the side of the block, near the oil-pan mounting skirt. That said, there are a number of fakes on the market, and any example offered needs to be assessed with skepticism. A set of Monoblocks and an AMG badge is nowhere near adequate proof. That said, AMG levels of performance can be enjoyed at bargain prices by hunting down examples built by Renntech, the spiritual successor to AMG North America. These Renntech versions offer the same performance and reliability at a fraction of the price, with the thrill of an exhausting

The market for genuine, limited-production AMG cars is driven by demand; there simply aren't enough of them. In a normal market, the lack of centralized production in Japan would render this a B- or C-grade AMG car. But due to the overwhelming lack of supply, anything with the right parts added gets a pass, and sells for eye-watering prices. As the AMG market continues to gain steam and enthusiasts become ever more picky about the histories of these cars, this SL70 may be seen as well sold in the near future. But for now, we'll call this one fairly bought. •

(Introductory description courtesy of RM Sotheby's.)

PIERRE HEDARY owns and operates a Mercedes repair and restoration shop in Titusville, FL, and is a technical advisor to the Mercedes-Benz Club of America. He has been an SCM Contributor since 2014.





#### DETAILS

Years produced: 1994-98 Number produced: 29 Tune up cost: \$650 Chassis # location; On right side of front firewall ngine # location: Stamped into a pad on the oil-pan mounting rail behind the starter

Club: Mercedes Benz Club of America Web: www.mbca.org Alternatives:

1994-96 BMW 850 CSi, 1996-2001 Ferrari 550 Maranello, 1998-2003 Jaguar XK-R

#### COMPS



1999 Mercedes-Benz SL600 Brabus 7.3 Lot 443, s/n WDBFA76F9XF181844 Condition: N/A Sold at \$165,000 RM Sotheby's Online Only, Palm Beach, FL. 3/20/20 SCM# 6931044



1998 Mercedes-Benz SL70 Lot 341, s/n WDB1290761F171128 Sold at \$181,350 RM Sotheby's, Essen, DEU, 4/11/19 SCM# 6901563



1995 Mercedes-Benz SL72 Lot 255, s/n WDB1290761F115979 Condition- N/A Sold at \$95,648 Bonhams Goodwood, Chichester, U.K., 6/30/17 SCM# 6843390

7

#### 2. OVERVIEW

I was asked by the potential buyer of this 1956 Mercedes Benz 190SL, chassis number 121.042.65.03696 to perform an assessment of the vehicle.

My assessment is unbiased. The basis of my final analysis of this vehicle is a result of my years of specialty in classic Mercedes Benz vehicles providing a quantitative and qualitative, transparent and professional report. My goal is not to disparage the car or the restorer but to provide an accurate picture of the quality of the restoration and the vehicle, compare it to other 190SLs and to arrive at a conclusion about its true value. Both the price of this car and the statements made by the seller, verbally and with text messages (which can be viewed by all necessary parties), strongly encouraged the buyer to believe that he was purchasing a Mercedes 190SL that is the "best of the best" and a "work of art". In our industry these kinds of statements at best appear to be casual and pleasant reassurances; at worst they exhibit the most egregious form of puffery unfortunately at times demonstrated throughout the classic/vintage motorcar industry. The buyer must verify that the seller's claims and assurances are, in fact, an honest physical example of what the seller is selling. These practices are best performed before any money exchanges hands. This is most particularly important when the vehicle, as in this case, is not even completed.

The contract price of this 190SL is \$233,000. In todays' market this price would be reflective of a vehicle that must stand up to the rigorous challenges of a #1 condition judged concours restoration— the verbal and written statements of the seller are not enough to justify the premium paid in this instance.

The subject car must hold up under detailed physical examination and scrutiny by an impartial expert.

### 3. WHAT CONSTITUTES AN IDEAL RESTORATION OF A MERCEDES 190SL?

In order to properly assess our subject car, the criteria for a properly restored 190SL **must** be met. In the case of the 190SL, which was well engineered from commencement of the build, a proper restoration must preserve or recreate the high build standard of a Mercedes Benz vehicle from new.

All Mercedes Benz 190SLs made extensive use of spot-welding from day one. Spot welding is a strong, chemical free type of welding that uses an electrical current to bond two pieces of metal together. It is still in use today in the automotive industry and is the gold standard of automobile production. Spot-welders are expensive, difficult to use and require specialized maintenance, and therefore few restorers use them. However, any panel replacement on a 190SL should be carried out using this method if it is to replicate factory standards.

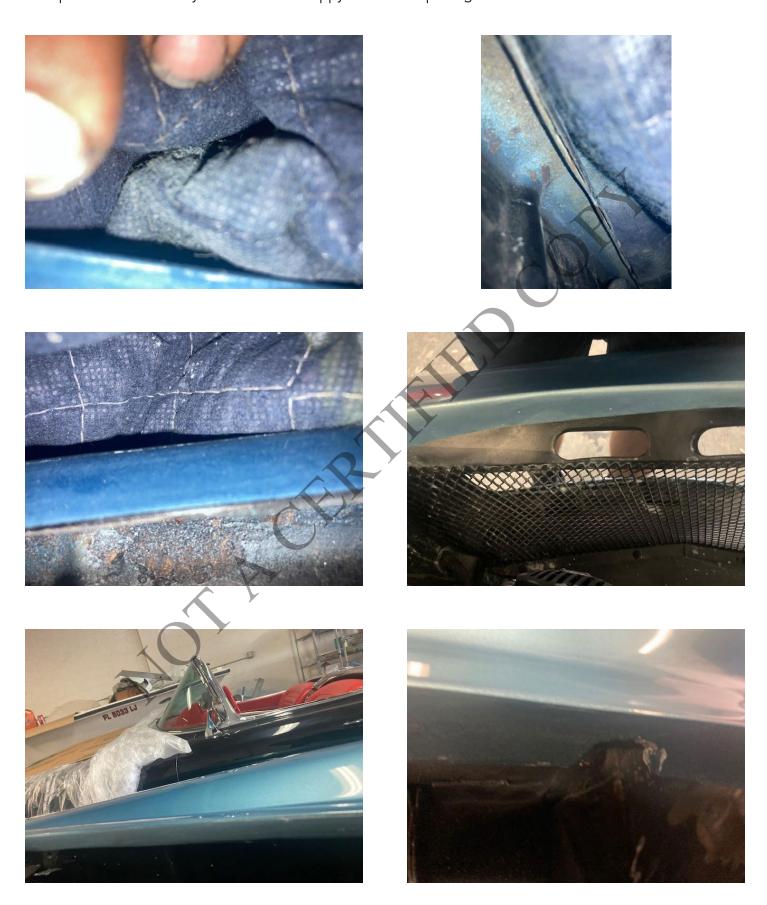
Mercedes Benz employed thousands of spot welds to hold the exterior panels on, including the nose cone, front fenders, floors, tail panel, external door skins and rocker panels. In addition, the structural members of the 190SLs unit-body were spot-welded together.

One area that must be examined for spot welds is the inner fender rail in the engine bay. Because of possible previous accident damage, it is imperative to check here and see if the fenders ever had to be replaced and if so to verify that they were attached properly. It is very common to see non- factory methods of welding employed to attach these fenders. While this might serve the basic purpose of attaching the fenders, spot welding is the only correct method for a proper restoration.

Similarly, the floors and tail panel should be attached using these methods, and any previous damage to the body should be corrected solely in this manner.

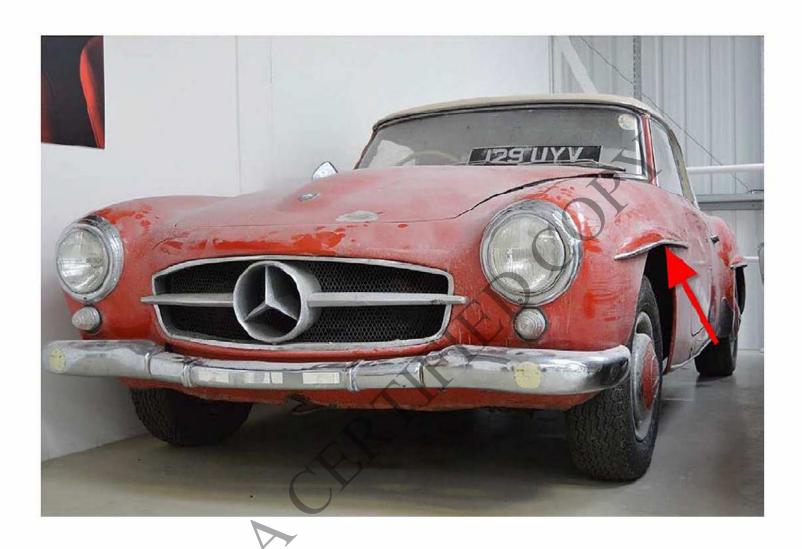
EXHIBIT #1: WHERE ARE THE SPOT WELDS? - THERE AREN'T ANY.

NO spot welds where they should be and sloppy workmanship altogether



# EXHIBIT #2: WHEN CORRECT, THE INSIDE SPOT WELD'S CREATE A SLIGHT "BENT" EFFECT ON THE CHROME WHEEL HUB "EYEBROWS"

Example of where the spot welds go on the inside fender rail when correct. Not present on subject car.



### 3. WHAT CONSTITUTES AN IDEAL RESTORATION OF A MERCEDES 190SL?

With regards to body fillers, such as Bondo: Use of these products must be kept to an <u>absolute</u> minimum. Contrary to popular belief, these Mercedes were constructed on an assembly line and were not hand-built. While some hand finishing may have occurred to fit hoods, trunk lids and doors, body finishing methods only required a small amount of lead filler to cover the seam between the front fenders and the nose, the front fenders and cowl and the rear fenders to the tail piece. This filler was usually less than 1mm thick. Filler should not be present in underside panels, on the inside of the fenders, on the tops of the doors or the front cowl, in the nose or anywhere else in the car. As an experienced classic Mercedes Benz specialist I can state, however, that the only time it might be acceptable, though not advisable, would be to ensure a perfectly flat panel as described above. If this procedure is utilized only a very thin coating of 1.5 mm or less is acceptable.

In 2021, few restorers have the ability to replicate this degree of fit and finish. Replicating Mercedes rigorous body construction methods is a challenge only undertaken by the best professionals, in a car such as the 190SL s/n 3696, sold by Great Dane Motorcars, which claims to be the "best of the best", there should be no deviation from these construction methods to justify the price.

#### 3. WHAT CONSTITUTES AN IDEAL RESTORATION OF A MERCEDES 190SL?

Professional restorers will subject the car to an acid bath to find any filler or other hidden chemicals in the body, as well as expose any rust. This method is known as "dipping," and it allows any issues in the car's body to be exposed. The acid bath removes everything that is not healthy steel. Therefore, it must be disassembled to a bare shell. This is an advised course of action for a high-quality restoration.

This method was clearly not used for this vehicle.

Documenting the pre-restoration condition of a vehicle like this is also important. The seller *must* provide documentation of its condition and of the restoration process. It is much more difficult and expensive to perform a concours quality restoration with all correct factory details on a car that was in a severely distressed state prior to the restoration.

There have been no pre "restoration" photos of this vehicle made available to the buyer.

A final note should be made about chrome parts, glass and weather stripping. When new parts are needed, they should be supplied either directly from Mercedes or from a high-quality manufacturer of these parts if they are not available from Mercedes. All items should fit with complete symmetry from left to right side and the seals should actually perform their required tasks. For example, water should not pass through the corners of the front windshield seal or the trunk seal.

#### 4. MATCHING NUMBERS

Mercedes documented the vehicle's production details on a form known as the data-card. This data-card shows the engine number, the transmission number, the rear axle number, the steering gearbox number, the interior and exterior color codes and the options that the vehicle was delivered with.

Body numbers and color tags (metal plates as pictured in this report) must be a visibly displayed.

The engine number on these cars was affixed to a tag on the block but was also stamped into the block below cylinder number four. The presence of a tag with the correct engine number does not confirm a match.

The number must be matched to the stamped number on the engine block.

Likewise, such numbers are stamped into the transmission, rear axle and steering gearbox.

If one of these units failed, it was commonplace in the 1950s and 60s for Mercedes workshops to replace the entire unit. While it is not completely necessary that all of these numbers match the ones in the data-card, if there is not a match, it should be disclosed the one exception to the rule is the engine number. If the engine number does not match, it should be disclosed to the buyer and appropriate adjustments should be made in the price of the car.

This car was presented to the buyer by the seller as an "all numbers matching" car. It is not.

Not just with Mercedes, but with all classic cars, counterfeiting matching numbers is a very common practice. Extra scrutiny must be applied when verifying the engine numbers on one of these cars.



#### **EXHIBIT #3: CHASSIS NUMBER PLATE**

The chassis number plate and the engine number plate are very similar. I don't understand why this one would have aged so much while the one on the engine looks so clean and new. This is why I think the one on the engine is a replacement tag that has been stamped with the number from the data card.



This is an original classic ID plate.



Replacement, not original ID plate.



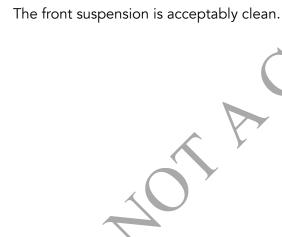
Difficult to see due to scraping but there is a number stamped into the block at arrow

#### 5. MECHANICAL CONCERNS

The matching number status of the engine is also another area where I am concerned. The seller did not present a data card and therefore I was not able to verify that the engine numbers match. A tag with what I think is the correct engine number has been fitted to the engine block, but it is clearly a replacement tag. This tag is so legible and so easy to read that somebody must have replaced it prior to the engine block being painted. Overspray is present on the tag. Above the tag is an engine number that is difficult to read It is the seller's responsibility to make sure this engine number is legible, and full disclosure to the buyer must be offered as to whether the number on the block matches the number on the tag or not. I am highly suspicious it does not. I repeat: The burden of proof is on the seller to make sure that the number on the block and the number on the tag match.

My additional concerns about the engine are whether it has been rebuilt properly or not. A log from the machinist about what had to be done to the engine, as well as the parts that were installed should be presented as well. Photos of the engine's pre-restoration condition, as well as documentation of its mechanical deficiencies must be provided in a true concours restoration. The seller verbally stated to me that he could not recall who rebuilt the engine. One would think that after spending at least \$5,000 on an engine rebuild, he would know who had performed the rebuild, especially if he has restored multiple 190SLs as he also said. It is apparent that the cylinder head has been removed, which indicates that some internal inspection was conducted. Pictures of the head during its removal would establish some degree of credibility that the entire engine was rebuilt as stated by both sellers, Stuart and Artie Siegel.

My concerns about the engine apply as well to the transmission and the rear axle. If the transmission was rebuilt, it is very important to note whether new synchros and new bearings were installed. The same applies for the rear axle, where the pinion bearings and the axle bearings should have been replaced as well. A complete list of parts installed in both assemblies must be provided. The appearance of the rear axle shows that it has certainly been gone through. The rear axle boot was replaced.



#### 6. REBUILDING OF MECHANICAL COMPONENTS

On an exacting restoration of a #1 vehicle, the engine, transmission and rear axle must be rebuilt to factory standards.

The engine block must be rebuilt with new pistons, crankshaft bearings, rod bearings and timing chain. The cylinder head must receive new valves, valve spring retainers, valve guides and water diverters. Any corrosion present in the cylinder head should be welded and machined out. Any wear to the rocker arms needs to be identified and repaired with factory parts. Mercedes supplies all the parts necessary to repair the mechanical components on the 190 SL, so therefore it is not acceptable to say that a part was not available or could not be located.

Similar requirements apply to the transmission and rear axle, the braking, the cooling system and fuel delivery components and systems.

Regarding the cooling system: Mercedes hoses and cotter- pin type Norma or Beru hose clamps should be used. The water pump should be replaced or rebuilt and the radiator should be thoroughly sorted out as well, with a new core if needed. The heater cores should also be cleaned and leak tested.

Without question the distributor must be serviced with new components including a genuine Mercedes condenser and points set, Mercedes-Benz spark plugs and plug wires, and a thorough mechanical inspection of the distributor to make sure that it is functioning properly.

The generator must be rebuilt and tested and the car's wiring harness must be replaced.

The joints in the front axle should be disassembled and checked for wear, replaced as needed and reassembled with new grease boots and rubber mounts for the subframe and driveline.



# **EXHIBIT #5: INTAKE MANIFOLD**

Damage on the intake manifold has not been repaired.



#### 7. COOLING SYSTEM

The radiator was noted to have brown water sitting in it. This could lead to corrosion inside the cylinder head and the alloy water pump housing.

The hose clamps used were mostly <u>incorrect</u>, with hastily applied squeeze clamps used on cooling lines that were not visible immediately. Only the prominent upper radiator hose had the correct cotter pin clamps on it. When questioned, the seller did not know whether they were correct or not.

The heater boxes were noted to be well sorted in appearance and fitment.

The water jacket covers on the engine block do not appear to have been removed. If they have been removed, photos of the engine block with these covers removed should be provided. I am basing this conclusion off the fact that it appears that the gaskets between these covers and the engine block have never been touched. Among skilled machinists, it is commonplace to remove these covers to make sure that the inside of the block is 100% clean. This oversight does not build confidence in the Integrity of the car's cooling system.

#### **EXHIBIT #4: RADIATOR**

What is floating in the radiator? Liquid should be clear on a rebuilt radiator.



#### 8. ELECTRICAL SYSTEM

A new wiring harness has been partially installed.

I noted that the distributor had an ancient condenser on it. If the seller is serious about the vehicle's reliability, items like this should be replaced.

Receipts for a generator or starter rebuild were not available.

#### 9. CARBURETION AND FUEL SYSTEM

Until the vehicle is drivable, I cannot make any comments about the condition of the carburetors. There's one item I will note. It is very common for the carburetors to suffer from vacuum leaks between the carburetor flange and the intake manifold. For this reason, the seller should be willing and ready to remove the carburetors and install improved hard plastic flanges between the carburetor and the intake to prevent these leaks. This is not a widely known piece of information, but it will undoubtedly present an issue like it does on many other 190s. As far as the quality of the carburetor rebuild goes, they look correct visually, but this does not mean that they will function correctly when the vehicle is running. Because no opportunity was presented for me to run the engine or test drive the vehicle, I cannot make any statements.

Note: The fuel tank is new, but there was one peculiar item that I noted. <u>A generic "Gates" hose</u> is attached at the fuel vent in the filler neck. if the seller was trying to perform a "best of the best restoration", a shortcut like this must not exist. All items will be genuine Mercedes-Benz incorrect down to the last detail.

# 10. WHEELS

On an ideally restored, all the wheels should match the month and year of the car's production date, minus one month. The wheels on this subject vehicle, #3696, were all from W110 chassis cars and were manufactured between 1962 and 1967 so thy are incorrect as original to this vehicle. Photos are provided. **This is commonplace on examples with an unclear or storied past.** Rectifying this issue would be difficult but on a premium top-of-the-line restoration must be undertaken to justify the price.

The two wheels in the photo are stamped February 1964 and May 1962. In the top photos the part number is evident. It's a 110 number, which is different than what would've come on this car (a 120 number) The 110 chassis was released in 1961.

#### **EXHIBIT #5: WHEEL DATES**



# 10. WHEELS

The part numbers on these wheels are evident. Again they are 110 numbers, which were developed after the vehicle was built. I could not see manufacturing dates in one of the wheels but I know that the other one was built in 1967.



These numbers are from a W110 Mercedes Benz, manufactured between 1961-1968 years after the subject car was built.

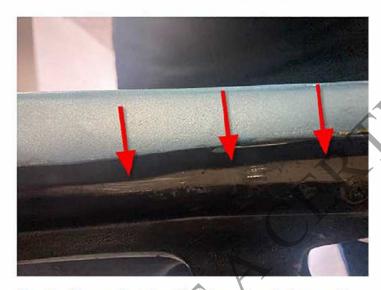
#### 11. STRUCTURAL CONCERNS

Upon initial examination the vehicle appears straight, and the paint looks like it was consistently applied and done to an acceptable standard. This would leave the average person such as the buyer to believe that the rest of the car has been restored in a consistent manner, with no hidden issues. Although the car is not completed as of May 14th, 2021 when this was written, I can understand a uninformed consumer approaching this vehicle and accepting the seller's statements embellishing the car's integrity.

The first area that I inspected was the front nose, including the point where the inner fenders and outer fenders are attached in the engine bay. I also inspected the nose cone as well. Along the inner fender line, there should be a series of spot welds, placed about an inch apart, where the inner and outer fenders are welded together. The spot welds should be visible, and they should be about half a millimeter deep. They are a hallmark of cars that have been either preserved or have been restored properly.

#### **EXHIBIT #6: NOSE CONE**

Bondo all over the place in this series of photos of the nose cone.



Bondo all over the place in this series of photos of the nose cone.



Wire "wheeling" used.

### 11. STRUCTURAL CONCERNS

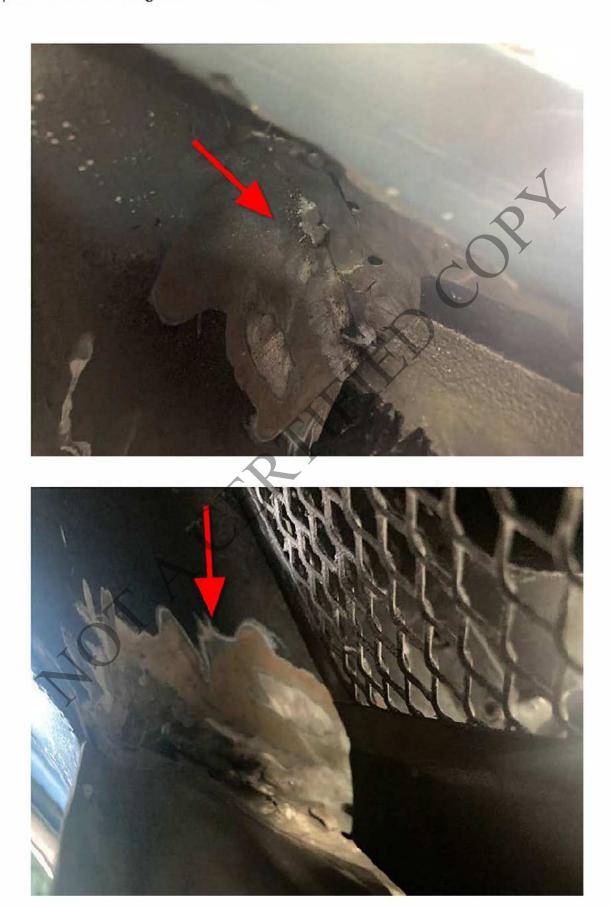
On 3696, our subject car, these spot welds were not present. When I questioned the seller about them, he said that he thought they were there, but the seller also indicated that his body shop may have put a skim coat of a [polyester putty product] called Bondo over them.

When I inspected this area further, it became very obvious that the fenders and the nose cone had been replaced at some point and an indiscernible and incorrect type of welding was used to attach the inner and outer fenders. I noted jagged metal edges in between the two parts, as well as an inconsistent seam between both pieces of metal. This indicates that there was not spot welding applied to the seam and that the seam was most likely to have not been treated for rust. On a proper restoration, the seam should have been smooth and consistent, the spot welds should be visible, and there should be no question about the structural Integrity of the joint between the two pieces of metal.

In order to validate the claims that the fenders and nose cone were replaced, previous accident damage had to be located. This was found in the front left fender just above the grill insert. It was in the corner where the fender and the nosecone overlap. A sloppy stitch weld was present indicating that an impact had occurred in that location before and the metal had to be repaired, although the metal had not been repaired correctly. inspection in the right front wheel well showed an unusually large gap between the inner Fender and the nose cone itself. This gap should not exist but in this case was probably 8 to 10 mm. 10 mm would equate to a bit more than a third of an inch. This indicates that the front fender was fitted over an inner fender that was possibly distorted or knocked out of alignment.

## **EXHIBIT #7: ACCIDENT DAMAGE IN FRONT LEFT FENDER**

Poorly repaired accident damage in the left fender.



## **EXHIBIT #8: ACCIDENT DAMAGE IN FRONT LEFT FENDER**



#### **EXHIBIT #9: ACCIDENT DAMAGE IN FRONT LEFT FENDER**



AOT P

## **EXHIBIT #10: LEFT INNER FENDER**

Terrible welding job leaving a scar (top photo). Bottom photo—not even an attempt to fix damage



**EXHIBIT #11: RIGHT INNER FENDER DAMAGE FROM ACCIDENT** 



AOT A

## **EXHIBIT #12: RIGHT INNER FENDER DAMAGE FROM ACCIDENT**



#### **EXHIBIT #13: NOSE CONE**

Notice the sloppy, jagged seam in between the inner and outer nose cone



Body and poor fitment of panel in left nose cone. Note the sloppy hole for the grill, as well as the strange not cut into the nose cone.

#### **EXHIBIT #14: ADDITIONAL PHOTOS OF INNER AND OUTER NOSE CONE PANELS**

The left photo shows the sloppy fitment of these two panels from the correct angle. The right one shows how the average person would see it. It's just a slight change in the angle and then suddenly everything makes sense. This car had been hit and repaired without regard to detail.





32

#### 12. EXCESSIVE USE OF BODY FILLERS (BONDO)

Excessive and careless use of body filler was also detected. The first but not only use of these elements was found at the fender flare when viewed from the inside (picture) I saw that an excessive amount of Bondo had been used in this area. On the inside of the flare there was so much Bondo that I could not feel the" lip" on the inside of the flare which should be clearly obvious to the touch in a well restored vehicle.

However, on the right rear fender flare, the lip was obvious and I could trace it with my finger throughout the length of the flare.

Body fillers were also used to plug the holes where the chrome moldings attach on the fender flares. This is typical of most mainstream restorations, where they restorer does not want to put forth the effort on the inner surfaces to make sure that quality throughout the car is consistent.

Here, I must declare the contradictory nature of the seller's statements. The seller stated that a "skim coat of Bondo" was likely applied over the spot welds in the inner fender. But then he also stated that minimal body filler was used throughout the rest of the car. Inspection of the holes drilled for the windshield frame, the grill and the mirrors showed at least a 3 mm thick layer of filler- if not more. This is not acceptable.

The seller must provide photos of s/n 3696's pre-restoration condition as well as the process by which it was restored. All stages of the restoration, including primer, rust repair, metal refinishing and any hidden body damage should be disclosed. This is part of the burden of proof that the car is a true "best of the best" example.

The use of these body fillers in the manner described above underscore that this is closer to a driver level restoration than a "best of the best" concours restoration.

## **EXHIBIT #15: LEFT REAR FENDER FLARE**

Bondo quite evident under paint.



## **EXHIBIT #16: WINDSHIELD MOUNTING HOLE**

Windshield mounting hole with Bondo. <u>Totally unacceptable</u>



#### **EXHIBIT #17: HOW MUCH BONDO IS ON TOP OF THE DOORS**

These are the holes where the door handle attaches. There's at least 3 or 4 mm of Bondo between the paint and the metal



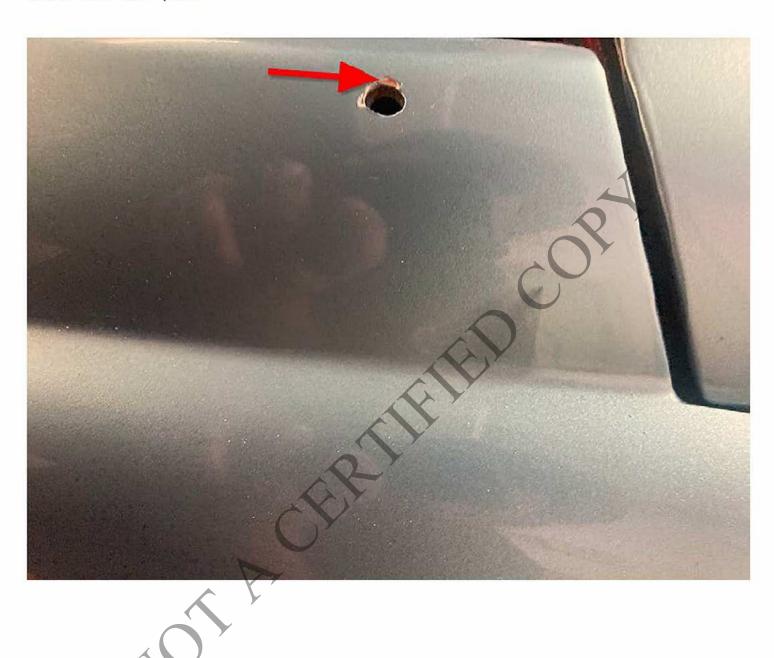
## **EXHIBIT #18: MORE PHOTOS OF LEFT FRONT WHEEL ARCH**

Left front wheel arch full of Bondo.



# EXHIBIT #19: HOLE FOR REARVIEW MIRROR IN RIGHT DOOR

Bondo under "new" paint.



#### **EXHIBIT #20: LEFT INNER FENDER LIP**

This is the left rear wheel arch with much Bondo.



#### 13. ADDITIONAL CORROSION ISSUES

Surface rust was present underneath the dashboard. In this area I observed area that a large patch had been welded to fill a hole in the battery tray. The surface rust underneath the dash, as well as surface rust inside the b-pillars, indicate this car would have been a good candidate for dipping. The antenna hole had been damaged by corrosion as well. When I questioned the seller about this, he stated that the "bezel (a ring-like component) would hide it."

This is unacceptable. Statements such as this suggest to a qualified professional that other defects were hidden, and not corrected.



#### **EXHIBIT #21: TOP COMPARTMENT LIP**

Apart from other photos of rust this spot would indicate why there were no pre-restoration photos given by the dealer to seller.



#### **EXHIBIT #22: INSIDE OF B PILLAR**

This is massive rust on the 'B' pillar that holds the doors on.



Excess Bondo squeezing through a hole that should not be there.

#### **EXHIBIT #23: PHOTOS OF AREA UNDER DASH**

Surface rust clear underside of hood. Seller said car was repainted from white; here looks like it was blue originally. **Huge amounts of rust throughout vehicle.** 







## **EXHIBIT #24: MORE UNDERDASH PHOTOS**

New metal to replace battery tray as seen from under the dashboard. Rusted through.



# EXHIBIT #25: INSIDE OF TRUNK LEFT SIDE

Inner left fender not repaired at all.



# **EXHIBIT #26: UNDERSIDE OF TRUNK**

Excessive undercoating ostensibly to hide rust and bad workmanship.



## **EXHIBIT #27: REAR INNER FENDERS**

Why was so much undercoating used?



## **EXHIBIT #28: LEFT INNER FENDER**

Shoddy work for a repaired and totally "restored" left inner fender



## **EXHIBIT #29: INNER RIGHT FENDER "RIFT"**

Should be smooth, welded lead it's not. This rift should not be between the pieces of metal.



## **EXHIBIT #30: INNER RIGHT FENDERS**

Sloppy, excessive undercoating and Bondo. Screws should not be covered.



## **EXHIBIT #31: LEFT FRONT WHEEL ARCH**

Sloppy, bumpy repairs were made then covered with undercoating to hide.



#### 14. CARBURETORS

The Mercedes 190SL uses a special Solex PH44 carburetor which should be considered more desirable than aftermarket replacement Weber carburetors. However, Solex PH44 carburetors require exacting work and maintenance by a knowledgeable and specialized rebuilder. **Replacing the gaskets and diaphragms in them is <u>not</u> enough.** They are notorious for shaft wear, body warpage, corrosion and leakage in between the carburetor and the intake manifold.

The correct refinishing process for these involves stripping and cleaning the carburetors. No paint should be applied and abrasive, small media particles should be avoided to keep the internal passages clean.

This extra work would be required on a vehicle alleged to be a #1.

#### 15. CONDITIONS OF COMPLETION

Conditions for the completion of the car should be established. A "best of the best" restoration, as written by Artie Siegle (see supplemental text messages), should be more than the visual details being correct. The vehicle should run and drive with no issues. All electrical components, turn signals, lights, wipers, radio should work perfectly. There should be no incorrect noises from the vehicle's engine or driveline. The suspension should perform with no noises or ride quality issues. The brakes must not "pull" to the left or right when applied in force and there should be no steering alignment issues present as well free play in the steering box.

# 16. AN ASSESSMENT OF CHASSIS NUMBER 3696

As stated earlier in this report the sellers have made written claims that this car is a "best of the best" and a "work of art" restoration. It was my task to scrutinize the car to make sure these statements are true without prejudice to either party. I am aware that the vehicle's color was changed from white to silver blue, which in and of itself presents a deduction in the car's value, since the market values used cars that are painted their original colors more highly.

#### APPENDIX #1: BRING A TRAILER AUCTION NUMBER 15668

Before reading the section, please click on the following URL: https://bringatrailer.com/listing/1963-mercedes-benz-190sl-3/

This is a comparable restoration to the one that is being presented to Mr. Weinberg. This car was also restored by the seller, and with a similar degree of effort.

It does have incorrect carburetors, but otherwise the two cars are very similar, both in the quality of their restoration and in their presentation. The market between January of 2019 and May of 2021 has not changed significantly either. Both cars are color-changed examples, and both received a solid driver-level restoration. The market valued this car at \$108,000. While some of the seller's other cars have sold for more money when the market for the 190SLs was stronger, Bring a Trailer provides a unique opportunity for potential buyers to heavily scrutinize the cars they are bidding on.

I will say that our subject car is probably worth more than the silver car was bid to. Considering that it has the correct carburetors, and that the mechanical parts of the car seemed to be in reasonable order and pass inspection, I would value our subject car at about \$120,000 because it is presented as a color changed vehicle and due to the issues listed above, as well as the lack of documentation of the engine rebuild or the repairs performed to the body, I think it would be unrealistic to value it any higher than this.

In the current market of Spring 2021 a 190SL for over \$140,000 would be a difficult price to achieve. This can be verified by a search of the Sports Car Market Platinum database, Hagerty's valuation tool or the Bring a Trailer auction database.

Because the car has not been completed, and cannot be road tested and evaluated, I have to assume that additional monies will need to be put into the car to make it function like it is supposed to. This is typical of many restored cars, as nothing ever goes as planned. It is doubtful whether the sellers, who are car dealers and not mechanics, have the means to fine-tune the vehicle to make sure that everything functions as promised and to justify the extremely high price.

The highly aspirational asking price of \$233,000 cannot be realized without significant repairs to the body to repair the situation with the nose cone, a respray in the original color, months and months of mechanical sorting and fine-tuning and extensive documentation of the restoration process. Even if the car were a perfect example, \$233,000 is not a realistic asking price in today's market.

Auctions Submit a Vehicle (

(!) This Mercedes-Benz 190SL got away, but there are more like it here.

## 1961 Mercedes-Benz 190SL

BID TO \$108,000 ON 1/21/19

SEE RESULT



This Mercedes-Benz 190SL was produced in 1961 and underwent a refurbishment for a client of the selling dealer which was completed in 2015. Power comes from a 1,897cc inline-four paired with a 4-speed manual gearbox, and the refurbishment included refinishing the body and chassis, an interior color change to black, trim refreshment, a cylinder head rebuild, suspension and brake work, and more. The project is reportedly documented with photos and invoices, which are included in the sale along with a copy of the factory data card and a clean Florida title. This is a 1961 production car but it is titled as a 1963 model year.

#### **BaT Essentials**

Lot #15668

Seller: InvestmentAuto

Location: Boca Raton, Florida 33486

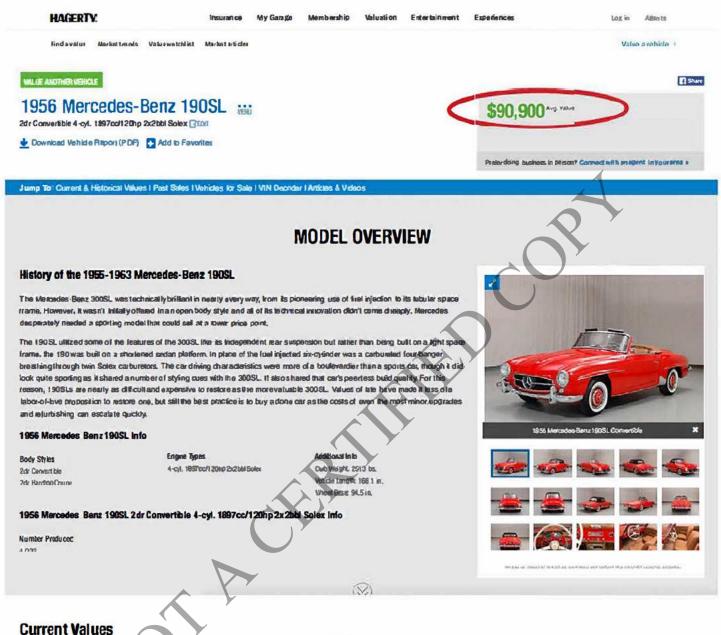
Chassis: 121 040 100 19753

5k Indicated Miles - TMU

1.897cc Inline Four

4 Speed Manual Gearbox

#### APPENDIX #2: HAGERTY VALUES THE BEST 190SL AT UNDER 200K



\$168,000 ---------- #1 Concours Condition #1 vehicles are the best in the world. The visual image is of the best vehicle, in the right colors, driving onto the lawn at the finest concours. Pertectly clean, the vehicle has been groomed down to the tire treads. Painted and chromed surfaces are mirrorlike. Dust and dirt are banned, and materials used are correct and superbly fitted. The one word description for #1 vehicles is "concours."

\$90,900 -- #3 Good \$58,100 #4 Fair

About Hagerty's Condition Ratings | About Our Prices

#### **EXHIBIT 3**

# BERGER SINGERMAN

Geoffrey Lottenberg (954) 712-5158 glottenberg@bergersingerman.com

July 21, 2021

#### **VIA HAND DELIVERY**

Arthur Siegle 2334 Water Cir., Apt 1407 Boca Raton, FL 33486

Stuart Siegle 2334 Water Cir., Apt 1407 Boca Raton, FL 33486

Re: Fraud Relating to 1956 Mercedes 190SL

**Demand for Civil Theft** 

Gentlemen:

This firm is litigation counsel to Max Weinberg ("Mr. Weinberg"). <u>Demand is hereby</u> made for immediate return of Mr. Weinberg's \$125,000.00 pre-payment and cancellation of <u>his order</u> for a "1957" Mercedes 190SL, chassis number 121.042.65.03696 (the "Vehicle"), that you promised under false pretenses to deliver in a fully rebuilt and restored condition and have failed to deliver.

In mid-March 2021, you met with Mr. Weinberg to discuss the restoration and build of the Vehicle. In these initial discussions you repeatedly represented that you were highly skilled and experienced in the restoration of vintage Mercedes and that the Vehicle would be a "work of art," the "finest" of 190SLs, and that you would deliver a fully rebuilt and restored number "1" car in accordance with Concours quantifiable judging standards applicable to vintage Mercedes Benz automobiles.

On April 9, 2021, you presented Mr. Weinberg with a document entitled "Retail Order for Motor Vehicle" ("Order") whereby you purported to invoice Mr. Weinberg for \$225,000.00 for the Vehicle to be delivered "fully restored + rebuilt." We note that you did not affix your Florida Dealer Number to the document as required under the Florida Department of Motor Vehicles Regulations. A copy of the Order is attached as <a href="Exhibit A">Exhibit A</a>. On that day, Mr. Weinberg made an initial payment of \$50,000.00. On April 17, 2021, you demanded that if Mr. Weinberg did not pay you more money upfront you would not be able to deliver the Vehicle. At your urgent behest, Mr. Weinberg made an additional payment of \$75,000.00.

In various text messages and other communications, you lied about the quality and condition of the Vehicle, its provenance, and your skills and expertise. For example, you told Mr.

10720934-3

Weinberg that the Vehicle was "all numbers matching," had a rebuilt engine, and was fully documented.

An inspection of the Vehicle by Mr. Pierre Hedary has revealed numerous structural and restoration problems including: (1) the absence of factory spot welds; (2) the overwhelming presence of Bondo® body filler indicating a failure to dip the Vehicle in an acid tank and thoroughly rinse it prior to commencing restoration in accordance with established procedures; (3) mismatched part numbers, including evidence that the Vehicle's wheels were dated from 1962 and 1964, not 1957; (4) an incorrect or counterfeit chassis number plate including pictorial evidence of a scratched out number on the engine block; (5) evidence of undisclosed accident damage; (5) evidence of excessive corrosion and rust; (6) deteriorating and incorrectly repaired/assembled body panels; (7) significant mechanical issues including damage to the intake manifold and radiator; and (8) attempts to conceal corrosion and body damage. There is no evidence that the engine, transmission, or rear axle was ever rebuilt. Any attempt at repair or restoration was shoddy, improper, and not to Mercedes' specification. Mr. Hedary's report also disclosed that the Vehicle is a 1956, despite being represented by you as a 1957.

On the day of the inspection, you took the Vehicle off blocks to obstruct Mr. Hedary's investigation. Also, the mechanic on site stated that he did not have the official Mercedes Benz Repair and Restoration manual for the 190SL model, which would be required to properly restore and repair the Vehicle to specification. You presented to Mr. Weinberg and Mr. Hedary a counterfeit build sheet and refused to provide, after multiple verbal and written requests by Mr. Weinberg, any documentation supporting your claim that the Vehicle had been restored or rebuilt. The full extent of the Vehicle's issues is outlined in the expert report of Mr. Pierre Hedary previously provided to you and attached here as Exhibit B.

The Vehicle is in nowhere near the condition that it was represented to be in. Repeated visits to your facility by Mr. Weinberg indicate that very little progress has been made to rebuild the Vehicle and/or address any of the issues that have been raised by Mr. Weinberg. You have time and again misstated your expertise, the condition of the Vehicle and your capability to fully rebuild and restore the Vehicle to its promised condition. Our investigation reveals that your fraudulent business practices are not new – we are aware of numerous prior complaints and lawsuits against you and your various business entities for similar conduct, including involving Mercedes 190SLs.

Your conduct constitutes, *inter alia*, fraud in the inducement, fraud, conspiracy to commit fraud (including potential state and Federal RICO violations), and civil theft in violation of Florida law. Such conduct entitles Mr. Weinberg to a wide range of remedies, including rescission of the Order, recovery of payments made, punitive and/ treble damages, and recovery of Mr. Weinberg's attorney's fees.

To repeat, demand is hereby made for the immediate return to Mr. Weinberg of \$125,000.00 and your written agreement to cancel and rescind the Order and release Mr. Weinberg from any further obligation to you in connection with the Vehicle.

This letter shall also constitute a demand pursuant to Fla. Stat. § 772.11 (civil theft) for three times the actual damages sustained by Mr. Weinberg (\$375,000.00). This letter shall in no way limit the rights and remedies available to our client, which are hereby expressly reserved.

Sincerely,

BERGER SINGERMAN LLP

Geoffrey Lottenberg

# **EXHIIBIT 4**

	Agency Name						INCIDENT/INVESTIGA				IGATIO	NC	Case#				
	-		County Sh	poriff	Offic	0			REPO	RT			9	00-2108-00	5535		
INCIDENT DATA  MO  VICTIM  OTHERS IN VOLVED	Broward County Sheriff's Office ORI 0060700						REPORT					Date / Time Reported 08/18/2021 13:00 Wee  Last Known Secure			Wed		
	Location of Incident						Gang Relat Premise Type					Zone/Tract	Last Kno	04/09/202	13:00	Fri	
	1421 SW 10TH AV Apt. 107, Pompano Beach					Beach F	FL NO Indi			rial Site 1109			At Found	04/09/202			
	#1 Crime Incident(s) Fraud - All Other						(Com)	Weapon / Tools							Activ	vity	
	Fraud - All Other FRDO						Entry		Exit			Secu	rity				
		Crime Incid	lent				( )	Weapon	/ Tools		1				Acti	vity	
	#2							Entry			Exit		Secur	rity			
	#3	Crime Incid	lent				( )	Weapon	/ Tools						Activ	rity	
							Entry			Exit		Security					
МО	-						-				+					,	
I C T I	# of Victims / Type: INDIVIDUAL (NO					L (NOT A	T A LE OFFICER) Injury: No			Non	one			Domestic: NO			
	Victim/Business Name (Last, First, Middle)					le)	Victim of _							lationship Resident State			
	V1 WEINBERG, MAX						Crime #   1,			9	e 69	W M	Offender	Resident		en/Status	
	Home Address									Emai	Email		Hon		me Phon	e	
	Employer Name/Address						Ī				Business Phone			Mobile Phone			
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	CODI	S. V.V.	etim (Denote V	72 1/31	υπ –	Witness	IO - Iov	alved Othe	PD -	Panari	ing Person	(if other than	victim)				
0			DUAL (NO)				10 – 1110	этчей Оше	Injury	_	ing Person	(if other than	vic <b>u</b> m)				
T H E R S	T Code Name (Last, First, Middle) Victim of DOB Race Sex Relationship Resident Status										ilitary						
	IO SIEGLE, ARLENE						Crime #				ge /S   W   F   16 Ollender				Branch/Status		
	Home Address 23347 WATER CIR BOCA RATON, FL 3348					1 33486				Emai	ail			Ho	me Phon	e	
ī	Employer Name/Address											Business Ph	опе	Mo	bile Pho	ne	
N	Type: INDIVIDUAL (NOT A LE OFFICER) Injury:																
	Code Name (Last, First, Middle)						Victim of Crime #				OOB	Race Sex Re	lationship Offender	Resident Stat		ilitary h/Status	
	IO SIEGLE, ARTHUR DAVID										Age 48 W M			Resident			
E	Home Address 10323 EL CABALLO CT DELRAY BEACH,					ACH, FI	FL 33446			Emai	aail			Ho	Home Phone		
Ъ	Employer Name/Address						CU ST (OWNED)				Business Phone			Mo	bile Pho	ne	
	1= None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown																
P R O P E R T Y	("OJ" = Recovered for VI						Other Jurisdiction)  Property Description				Make/Model			S.	Serial Number		
	# Code Fm/To Value OJ QTY  1 20 7 125,000.00 1 MONEY				MONEY	* ****				IVIARE/IVIOGEI			36	Serial Number			
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1	Officer/ID# SCHAEFER, S. R. (3455, ECON) (11515) Outstanding Stolen Val [Total Stolen] \$125,000 00 [\$125,000												5,000 00]				
	Invest	ID#									Supervis			3445, ECO1	_		
	Invest ID# SCHAEFER, S. R. (3455, ECON) tatus Complainant Signature Case Signactive					tatus			_	Case Disposition:					_		

OA 90-2108-005535

#### Additional Name List

	Name Code/a	Name (Last, First, Middle)	Victim of Crime #	DOB	Age Race	e Sex
1)	IO 4	LOTTENBERG, GEOFFREY			W	$\overline{M}$
	Addre	ss 350 E LAS OLAS BLVD Apt. 1000, FORT LAUDERDALE, FL		н: 95	4-712-5158	
	Empl/Ad	dr Berger Singerman Llp, 350 E Las Olas Blvd		В: -	-	
			Mob	ile #: -	-	
2)	IO 3	SIEGLE, KAREN			51	
	Addro	ss 2631 NE 49TH ST , LIGHTHOUSE POINT, FL 33064-		Н: -		
	Empl/Ad	dr		В:	_	
			Mob	ile #: -	_	
3)	WI 1	HEDARY, PIERRE		1	36 W	M
,	Addre	ss 2240 CANOPY DR , MELBOURNE, FL 32935-		H: 40	7-765-2867	
	Empl/Ad	dr		В: -	-	
			Mob	ile #: -	-	
4)	IO 5	BERLINER, WARREN LEONARD			83 W	M
,	Addre	ss 2600 ISLAND BLVD 806, AVENTURA, FL 33160-		Н: -		
	Empl/Ad	<mark>dr</mark> Berliner Classic Motorcars, Ic, 1975 Stirling Rd Dania Beach, F	l	B: 95	4-923-7271	
			Mob	ile #: -	-	
5)	WI 2	GARCIA, ALEJANDRO			45 W	M
-,	Addre	ss 2923 NW 68TH ST, FORT LAUDERDALE, FL 33309-		н: 95	4-804-8800	
	Empl/Ad			В: -	_	
			Mob	oile #: -	-	
6)	WI 3	MOSTEL, BENNETT			78 W	M
0)		ss 120 SE 5TH Apt. 432, BOCA RATON, FL 33432-		H: 56	1-338-5656	171
		dr Past Perfect Consigment, 108 Nw 20 St.		В: -	-	
			Mob	ile #: -	-	
		× ×				

## INCENT/INSTIGATION ST

Broward County Sheriffs Office

Case # 90-2108-005535

Statu Code	s L=	= Lost	S = Stolen  R = Re	covered D = Dan	naged $Z = Seized$ $B = Burned$ $C = Counterfeit / F$	Forged F = Found					
	UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity					
D											
R											
U G											
S											
						,					
	Assisting Officers										

Suspect Hate / Bias Motivated:

### INCENT/INSTIGATION ST

Narr. (cont.) OCA: 90-2108-005535 Broward County Sheriffs Office

NARRATIVE

	OCA	
Broward County Sheriff's Office		90-2108-005535
Victim	Offense	Date / Time Reported
WEINBERG, MAX	FRAUD - ALL OTHER	Wed 08/18/2021 13:00
		-

On or about 08/18/21, I was made aware of a case where a victim was scammed out of \$125,000 for a vehicle was to be restored. I was advised by my supervisor, Sgt. Joseph Joyce CCN 7708, that the victim would like to have a meeting to present the facts of the case.

On or about the above listed date, Sgt. Joyce and I met with victim, Max Weinberg and his civil attorney, Geoffrey Lottenberg. They explained that Max paid a subject, Stuart Siegle, who operates Great Dane Motorsports located at 1421 SW 10 Ave. Suite 107 Pompano Beach, FL. Max was referred to Stuart by Warren Berliner. Max wanted to purchase a 1957 Mercedes-Benz 190SL and was told that Stuart had one to be restored. Max felt he was pressured to make a deal fast based on high pressure sales tactics that Stuart and his son, Arthur Siegle, were using on him. Max agreed to a purchase price of \$225,000 and signed a contract on 04/09/21. Max immediately gave a \$50,000 deposit via check. On 04/17/21, Max gave another \$75,000 deposit. Max began to become uneasy with the transaction when he began to research who Stuart Siegle was. He discovered numerous civil suits and complaints from previous customers. Max was under the impression he was going to get a high level restored vehicle, but became suspicious that it was not achievable with Stuart and his company. On 07/21/21, Attorney Geoffrey Lottenberg of the law firm Berger Singerman LLP drafted a letter demanding Max's down payment be returned and the canceling of the order for the car. Stuart responded to the letter with a letter of his own addressed to the Berger Singerman law firm. Stuart advised that their client needed to continue with the deal. Stuart stated him and Max agreed that he would sell the car when finished on a consignment basis and Max would pay them commission. (See letter and response.)

(It should be noted that Stuart Siegle is also referred to as Stu and is one in the same person. Arthur Siegle is also referred as Artie. Stuart, Arthur, Arlene, and Karen Siegle are all family.)

We discussed the details of the case further.

On 05/13/21, Max arranged to have a person in the classic Mercedes-Benz restoration industry whose name is Pierre Hedary inspect the vehicle he purchased. Max and Pierre went to the address of 1421 SW 10 Ave. Suite 107 Pompano Beach, FL. Stuart allowed them to review the vehicle. Pierre's evaluation of the vehicle led him to several concerns as to the level of restoration that is going to be able to occur with the vehicle. Pierre completed a detailed report of his observations and opinion. (See report.)

Max then sought the legal advice due to him believing he was getting scammed based on promises that were made regarding the level of restoration. He was then referred to the Broward Sheriff's Office to file a report. Max provided me copies of the contract, his methods of payment, text messages, email communication, the evaluation report from Pierre, as well as copies of civil suit cases that were against Stuart.

I reviewed the checks that Max <u>issued to Stuart</u>. I noticed that they were endorsed with a financial institution of first deposit, JPMorgan Chase account in the name of Great Dane Motorsports. On 08/24/21, I drafted and served a subpoena for the above listed account.

Next, I began to review the paperwork that Max had given me. I reviewed the contract that was signed by both parties on 04/09/21. It was for the purchase of a 1957 Mercedes 190SL. Under the comments, it states that the vehicle will be "fully restored & rebuilt". There are further additions that state: "\$7714 net lost to customer. Customer will pay for interior leather and seller will pay installation costs." There is a section that was blank where information for a trade in vehicle would be entered. It lists a company of Investment Auto Group Inc. According to Sunbiz records, the company's listed address is the same as Great Dane Motorsports and lists Stuart Siegle as the president. Great Dane Motorsports is listed in Sunbiz as a fictitious name for Investment Auto Group INC. I was not able to find in the contract any verbiage that explains refunds, cancellations, or failing to meet expectations.

REP	ORTING OFFICER NARRATIVE	OCA
Broward County Sheriff's Office		90-2108-005535
Victim	Offense	Date / Time Reported
WEINBERG, MAX	FRAUD - ALL OTHER	Wed 08/18/2021 13:00

I reviewed the report that Pierre Hedary completed. It identifies several cosmetic issues along with quotes that were made to him by Stuart Siegle. A quote of particular note that, Pierre noted in his report was: "Don't worry Max, the antenna bezel will hide it!" (A picture is associated with it showing an irregular sized hole." Pierre continued in his report pointing very specific details that show the vehicle was not on its way to be a "#1 Concours level" restoration which is an industry term used for highly valued restored vehicles close to original condition. Mr. Hedary concluded that the price point that was paid for the vehicle coupled with the statements that he observed via text messages that he was provided does not justify premium paid for this particular vehicle.

Labeled as Appendix #3, I reviewed text messages that Max provided me regarding his conversations with Stuart and his son, Artie. In a message dated 04/01/21, Stu's son, Artie, text messaged Max in hopes of securing a deal for the vehicle. Artie said that he received a call from a well-known auction house saying they want to attempt to sell two of his vehicles. One of the vehicles is the one that Max was contemplating on purchasing. Artie is playing the intermediary between his father and Max. He states, "if u can hatch out a deal great. if not I am going to lock in both cars with them on Monday so I don't lose the opportunity". Artie continues with the text message saying "Please give pop a call to discuss if you want the 190 SL, it WILL be one of the finest 190's anywhere....as holds true for all my restorations".

In a another text message dated 04/07/21, Artie asks Max to give his father a call if he wants to "firm up the 190" and if he changed his mind to please give them a heads up.

Two days later, Artie again text messages Max. He states, "Sounds like you and Stu couldn't firm up a deal on the 190...no worries and no biggy.....At 225 it tells me you're not ready to pull the trigger on this quality 190...At this time I am going to pull my offer off of the table. All we can do is try to put forth our best efforts which I believe I did for you. Give us a buzz if ever looking for the best." Max responded that he was going to buy the 190 and that something may have been lost in translation. Max said he was a bit confused. Artie responded saying that he was confused himself and would reach out to Stu. According to the message string, Artie spoke with Stu and apologize for the confusion. Artie stated that "I am very excited to know whom and where our "work of art" 190 SL is going".

On a text dated 04/11/21, Max asks Artie about finishing the car and trying to get it into Amelia for the concours. Artie responded that it will not be ready for Amelia. Artie went on to say that once it is finished and Max has it they can campaign the car at some events and shows if he would like.

On 04/14/21, Stu messaged Max to answer his phone and that Chase Bank was attempting to contact him to verify that he issued the check to him.

On 04/17/21, text messages show that Stu set up a meeting with Max for 2pm on 04/17/21 at Carmela's restaurant in Boca Raton. (It was at that meeting that Stu received the additional \$75,000 check.)

Labelled as Appendix #4, I reviewed the emails that Max provided me. In an email dated 05/06/21 from Max to Stu, Max explained his concerns regarding the type of restoration that is going to be done. Max explained that he felt pressured, but stated that he would honor the written agreement. Max also requested he wanted an independent inspection. On the same date, Stu replied to the email comforting Max.

On 05/28/21, Stuart emailed Max saying that they did not forget about him and that Artie wants to be the one to gather all of the records. Stuart explained that Artie was out of town and will get it done by next week.

I began to review the financial documents in this case. I reviewed the subpoena returns from JPMorgan reference account number Financial The account is in the business name of Investment Automotive Group INC dba Great Dane Motorsports with a business address of 23347 Water Cir Boca Raton, FL. The President was listed as Stuart R.

	ORTING OFFICER NARRATIVE	OCA		
Broward County Sheriff's Office		90-2108-005535		
Victim	Offense	Date / Time Reported		
WEINBERG, MAX	FRAUD - ALL OTHER	Wed 08/18/2021 13:00		

Siegle. He was the sole signer for the account. Transactions in the months prior to Max's checks being deposited show that account is primarily funded by another Chase account ending in Financ In 03/2021, account Finan received a \$175,000 wire from someone in Annapolis, MD. There were no other deposits except for the funding from account Financi On 03/25/21, the \$175,000 was transferred to account Finan In April 2021, I can see that Max's checks were cashed on 04/12/21 and 04/19/21. The only other deposits for the account are transfers from account Fina In the account, there has been recurring monthly check payments to an "Alex Garcia" for \$1,200. One can assume that the particular payment is for Alejandro Garcia which is the mechanic for Stuart that is working on Max's car. On 04/12/21, a check was written to Save On for \$307.52 which is an auto parts store. On 04/14/21, Arthur Siegle wrote check #1028 to himself for \$20,000 and was deposited into a USAA account ending in Finan On 04/14/21, there was an electronic transfer of \$25,000 to account Financi On 04/20/21, there was another transfer of \$70,000 to account Financ On 04/21/21, Stuart Siegle wrote check #1019 to his wife, Karen Siegle. The check was deposited into USAA account ending in Financi It should be noted that this was the majority of Max's funds that were deposited. The transactions in the following months showed minimal business related purchases relating to car parts of other items. It appears this account is also used to pay bills for credit cards where monies are transferred to this account and the person credit card bills are paid. It should be noted that there were other deposits from what appeared to be 2-3 other car sales, but the status of those people and their transactions is unknown. I also was not able to find any evidence of items that were specifically being purchased for Max's vehicle.

I subpoenaed and received the account information for JPMorgan Chase account Financial The account is in the names of either Arlene Siegle or Stuart Siegle. The name on the accounts were updated to reflect Declaration of Trust of Arlene Siegle Trustee or Stuart Siegle Trustee with an address of 23347 Water Cir. Boca Raton, FL. For the month of April 2021, I can see the transfer of the majority of Max's money into the account. The large portion of the withdrawals occurred as follows:

- 1.) Payment to a Chase card for \$12,585.49 on 04/20/21
- 2.) Payment to Capital One for \$22,031.54 on 04/21/21
- 3.) Payment to Bank of America for \$12,000 on 04/21/21
- 4.) Check #1019 was written to Karen Siegle for \$25,000 deposited in to USAA account
- Check #1028 was written to Arthur Siegle for \$20,000 deposited in to USAA account
- 6.) \$30,500 total from Max's funds went back to Chase account Financ



In the following month May 2021, there were very few deposits made into the account. The withdrawals consisted of \$10,000 being paid to Coinbase for virtual currency and checks written by Arlene to Great Dane Motors totaling \$9,500.

I subpoenaed the account information for USAA account Financial I received the information requested on or about 11/22/21. The USAA account Financ is registered to Karen Siegle as well as Arthur Siegle. The account appears to be a personal account that was funded at one time by Max's money from the sale of the car with \$45,000 being deposited into the account during the time of the sale. On 05/07/21, Karen issued a check to AutoNation Chevrolet for \$10,500 for a truck of some sort. On 05/10/21, Karen wrote a \$15,000 check to herself but it was cashed at another financial institution's account ending in Finan On 05/24/21, Karen again wrote a check for \$10,000 to herself and deposited into an unknown account ending in Finan On 06/08/21, Karen wrote a check for \$12,100 to herself and deposited into an unknown financial institution's account ending in Financial There were no charges or transactions involving parts stores/warehouses/salvage yards, or Mercedes Benz directly.

In June 2021, Arlene wrote a checks to the Investment Auto Group totaling \$50,000. The following month showed minimal deposits and several withdrawals back to account Finan

	OCA	
Broward County Sheriff's Office		90-2108-005535
Victim	Offense	Date / Time Reported
WEINBERG, MAX	FRAUD - ALL OTHER	Wed 08/18/2021 13:00

Account Finan appeared to be funded by other accounts namely a Legacy Bank account ending in Financ Account Finan appeared to be an intermediary account where funds were transferred in and our back and forth for no apparent reason. Some personal bills and deposits did occur with the account to show ownership, but appeared to have no business purpose. I did not find any transactions that could have been attributed to the work being done to Max's vehicle.

My evaluation of the financial statements concluded that there did not appear to be a set business operating account where there is constant show of payments going to parts dealers, suppliers, or internet sales that one would think would be needed when you are rebuilding a 1957 Mercedes-Benz 190SL. It appears there is also money being laundered from the account due to transfers being conducted from several accounts with no apparent point or purpose. It appears as they receive payments the funds get transferred out to Finan and the USAA Finan account where they live off of those funds. It is unknown where exactly they are getting the parts from or if they are just looking for them in salvage yards and paying cash.

On 02/3/22, I responded to Great Dane Motorsports located at 1421 SW 10 Ave. Bay 107 Pompano Beach, FL. Det. Feick CNC# 7156 and Sgt. Joyce CCN# 7708 were also present. Upon arrival, we made contact with a person who was later identified as Alejandro Garcia. He was the mechanic working on Max's vehicle. He obtains the parts from Stu. He tells Stu what parts he needs and then waits for them to be located and delivered. Alejandro advised that it is hard to find stuff for the car. Alejandro stated that he is being as detailed as possible with the car. Alejandro advised that "these guys check every single thing. If it was just a regular car that the guy didn't care about, I will have it together in 1 month." I asked Alejandro a time frame to finish the project. He advised that Monday he was going to start to finish the chrome. It will then be ready to go to and get the top put on it. Once it comes back then he will put the seats inside the vehicle. Alejandro recalled when Max had someone come and inspect the vehicle. Alejandro said the guy thought the car was great, but doesn't know what he said when they left. Alejandro said that the guy doesn't know what he is talking about because the car is not a perfect car...none of these cars are. They are old you are going to find stuff. Alejandro admitted that it is not a show car. If Alejandro needs a part, he tells Stu or Artie. They find it or attempt to find it. He was currently only working on Max's car. Alejandro admitted that it isn't easy to rebuild a classic car. He had no time frame on when the car may be finished due to the availability of parts. (See BWC footage.)

On 03/14/22, I obtained a sworn digital statement from Max Weinberg. Max was originally looking for a different vehicle a Mercedes 280sl and was searching in magazines as well as various dealers. He came across an ad in Hemmings Motor Magazine in the Summer of 2019 that advertised the car he was looking for. It was brown with a tan interior and low mileage. It was the 280sl which is the model he was looking for. The vehicle was located in Broward County at a Berliner Classic Autos owner by Warren Berliner. Max made an appointment and met with Warrant at a warehouse that was filled with restored vehicles and other items. Max befriended Warren due to them both being collectors and in regards to Warren having a drum set. Max said he was a drummer as well. The drum set that Warren has was messed up, so Max fixed it for him. Max stated that the vehicle he was interested in had rust and didn't turnover so he wasn't interested in anything else that he had. They continued to communicate and would occasionally email each other. Max invited Warrant to go see him play music at a club in Boca Raton, FL. Max began to look for 190sl vehicles due to him having trouble locating the 280sl. On 03/23/21, Max called Warren to notify him that he was now looking for a 190sl and to see if he could find him one. Approximately a week or so later, Warren called Max back and said that he found him a 190sl and did not characterize the vehicle in any way. Warren only said that the vehicle was in progress of being fully restored 190sl. Max advised that in the car trade those terms are a "term of art." The shop that owned was ran by a guy named Stu and Max did not know his last name. (The owners were later known to be Stuart Siegle and Artie Siegle.) The warehouse was located at 1421 SW 10 Ave. Bay 107 Pompano Beach, FL. Max went to the dealership location and observed the 190sl for sale, but it was disassembled, but was painted in the color he was looking for which was a light blue. The vehicle had a red interior. The vehicle had no tires, no hood, and the interior was out of the car. Stuart Siegle told Max that they were building

## REPORTING OFFICER NARRATIVE Broward County Sheriffs Office Victim Offense WEINBERG, MAX FRAUD - ALL OTHER Wed 08/18/2021 13:00

the vehicle for an upcoming auction in April 2021. Max said let's talk about the car I am interested in it. Stuart told Max that the car was going to be the best of the best and that they have done millions of dollars in sales with dealers all over the country. Stuart said that he was the guy that created the concept in the Northeast for leasing Ferraris instead of buying them. Max took some pictures and a week or two went by and Stuart contact him. Stuart told him that they need to tie it up and arranged for them to meet at Carmela's in Boca Raton, FL and to bring his checkbook and Stuart will bring the contract. Max thought it was a little fast, but agreed to the meeting. Max stated that he knows concours quality mean that it is top of the line and a car that is restored and wins awards at shows. Max stated that he has sold cars at high end auctions before. He explained concours is the highest. Second is shows and then driver. Driver is a non-restored car to get you from A to B. Concours means that everything is close to original has possible. Stuart told Max that he wanted \$50,000 as a deposit. Max described Stuart as a very personable guy. On 04/9/22, Max met Stuart are Carmela's and gave him check number 1634 for \$50,000. The total price of the car was \$225,000. Max wanted to change the interior upholstery to tan where he would pay an additional \$7,500. Max then signed the contract. Upon reviewing the contract that he signed he noticed there was no dealer license number on the contract. Max explained that the cylinder head did not match the ID number listed on the contract and stated that it was re-stamped. A short time later, Stuart contacted Max to try and meet for coffee. Stuart tells Max he is in touch with his son, Artie Siegle, who said they need more money. Stuart told Max that they get paid in advance when they do these jobs. Max responded by saying that he just gave him \$50,000 and if you want more money you need to show me something. Stuart said well you saw the car. Max responded that the car was on blocks and the engine didn't look like it was restored. Stuart told Max that the car is going to be magnificent. Stuart then called his son and told Max that they have to have the \$75,000 or they are going to take it up to the "Amelia Island" auction. Stuart initially wanted an additional \$125,000. Max stated that he is not comfortable giving him that money, so Stuart said ok give me \$75,000. On 04/17/21, Max gave Stuart check number 1134 for \$75,000. They added the payment on the bill of sale/contract. Max did not know the history of Great Dane Motorsports or the relationship between Stuart and his son. Max then referenced the text messages from 04/1/21 about the pressure to sign the contract. Stuart said that he was feeling pressure too due to him owing money to Artie. Max then referred to the other text messages about them taking the deal off of the table. Max recapped that he was set up, pressured to sign the contract, then give them the additional \$75,000 and believes Stuart and his son were culpable in this scheme based on their history. Reviewing the facts, Max wrote Stuart a letter with his concerns. Max explained that he wanted a warranty for the car as a result. Stuart said he could not provide warranties per state law, but agreed to provide some level of a warranty. Max then described the interaction of Pierre Hedary and how he found him to evaluate the vehicle. Max explained Pierre's involvement and how detailed his evaluation was. Max said Stuart's mechanic that was there couldn't answer basic restoration methods that are used to restore classic Mercedes Benz cars. They asked about who rebuilt the engine and the mechanic could not provide any information on who restored the engine. Following the inspection, Max did not know what to do since he had a vehicle that would not be able to be categorized as a concours level car. The law firm that Max hired discovered multiple civil lawsuits against Stuart Siegle and his company. They also found negative reviews regarding the company as well. Max advised me that in the industry "fully rebuilt and restored" is concours level. Max came to the realization that he severely overpaid for the car and was taken advantage of. He is also realizing that the vehicle will not meet the standards to be entered into a show where Stuart and Artie said that it could be. Max asked Stuart for his money back, but Stuart refused. Max believes that Stuart and Artie's promises on the category of car he was going to receive was a scheme and not achievable and deliberately took advantage of him. Max advised that he wished to pursue criminal charges if the case is prosecuted. (See statement.)

Max learned from a friend, Bennett Mostel, that Stuart was bragging and making admissions on the condition of the car that he purchased. Max gave me the information so that I may follow-up with Bennett.

On 04/4/22, I obtained a sworn statement from Bennett Mostel regarding the conversation he heard/had with Stuart at his country club. Bennett confirmed that he belongs to the Boca Raton Beach Club located at 900 S. Ocean Blvd. Boca Raton, FL. Bennett confirmed that he knows Stuart Siegle and is a member of the club as well. He has been an

#### REPORTING OFFICER NARRATIVE ΩA Broward County Sheriffs Office 90-2108-005535 Date / Time Reported Offense

Wed 08/18/2021 13:00

acquaintance of Stuart's for 6 years. Bennett recalled a conversation that he heard and had a few months prior involving Stuart and him as well as other club members. Stuart told everyone that Max Weinberg is his new best friend. Any time he wants to go to concerts, it's not problem. Stuart did not know that he was friends with Max. Stuart was bragging about how Max wants to change the color of the interior to the car. Stuart told everyone he was working on a car for Max. In subsequent conversations, Stuart told everyone that the car was not great and that he was going to make a lot of money on it. Bennet got the impression that Stuart was making a lot of money on the car due to the car not being worth what Max paid. (See statement.)

FRAUD - ALL OTHER

On 04/18/22, I obtained a sworn statement from Pierre Hedary via telephone. (It should be noted that Pierre's identity was confirmed using personal information that only he would know.) Pierre recalled getting contacted by Max Weinberg. Pierre said Max needed his opinion to determine whether the car is a properly restored original 190sl car. He also wanted to see how it measured up to the asking price of \$250,000. Pierre explained what his qualifications were and how long he is been in the industry. Pierre also operates his own Mercedes Benz restoration shop located 1014 Pine St. Titusville, FL. Max reached out to Pierre in April of 2021 via telephone. Max told Pierre the details of what is going on. He said that he purchased the vehicle from Stuart Siegle. Max was starting to not believe he was getting a "best of the best" car. Max felt his next course of action was to seek out the advice of an expert to help document how good of a restoration the car received. Pierre explained that the price point is rare to see a 190sl sold for over \$200,000. Pierre knew of Stuart Siegle based on previous issues he has heard about them and explained that he heard it through the industry. Pierre called it "word on the street" reputation. Max reached out to Stuart and said that he wanted to bring an expert to inspect the vehicle. They made an appointment for 05/13/21 for Pierre to inspect the vehicle. Pierre confirmed that he went to the previously listed address for where the car was located at. Stuart was very welcoming of the inspection and not apprehensive. When Pierre inspected the car, it was almost complete. They were still doing some interior work to the seats to the car. There were no carpets in it. There issues with the authenticity of the car's driveline, statements that the car was not previously wrecked, issues with the documentation of the restoration, and shortcuts that occurred during the restoration process. The car may not have the original engine, but was allegedly claimed to be a "matching numbers" car. All of the critical parts were documented on a data card by Mercedes Benz that they were original parts. Pierre believes that the engine to the vehicle was replaced. Pierre asked Stuart if it had the original engine and Stuart replied yes. Pierre believes that Stuart got the original number for the engine and had a new engine tag made and affixed it to the engine block. He also tried to cover up whatever number was on the alleged "rebuilt engine". A good rule of thumb is the hood, doors, and the trunk should have the same three digit code which is how you will know the car was not in a major accident and they are the original parts. Pierre could not find any code on the hood or the trunk. Stuart told Pierre that the vehicle was not in a major accident and that those parts were original. Pierre found evidence that the car was hit in the front part of the car. He believed the nose cone and hood were replaced. He also found evidence of welding and/or hammering which signifies that the vehicle was in a major accident. Stuart told Pierre that he was not aware of that and that he was not able to find any evidence that it was in a major crash. Pierre took that as either Stuart was lying to him or he did not have the expertise to restore the car property. Pierre did say that it appeared to be an old repair and that he did not believe that Stuart was responsible for the repair, but said he should have disclosed it do Max. There should not be much filler on the car meaning Bondo or a plastic resin. Pierre inspected the rear right and left fenders. He found filler in the fender wells which he believes was to hide rust. He also located filler elsewhere around the car. Pierre asked who painted the car and Stuart could not remember. Pierre asked if they used filler on the car and Stuart responded "no, it is all metal". Pierre asked for a pre-restoration photograph and Stuart could not provide one. Stuart would not say how much the paint job cost. Pierre asked if the engine was rebuilt and Stuart replied yes, but had no documentation. Stuart did not tell Pierre who exactly who rebuilt the engine for the car. He had no receipts to show what parts were purchased for the engine either. Pierre noticed that the wheels were not all stamped with the year and month the car was manufactured. Instead, he saw a wheel cap that had stamp from 1967. Pierre believes that Stuart just found random parts for the car from other production years that would fit it. Pierre asked if he had the original wheels for the car and Stuart replied no. Pierre found what he believed was rust from where the acid from the battery was leaking into the instrument panel area of the car, but it was not rusted

Victim

WEINBERG, MAX

# REPORTING OFFICER NARRATIVE Broward County Sheriffs Office Victim WEINBERG, MAX Offense FRAUD - ALL OTHER Wed 08/18/2021 13:00

totally through. Stuart did not know anything about it. There is an antenna hole in the car that appeared too big where the antenna won't be able to cover it. There was also a lack of spot welds which indicates the fenders were replaced. Stuart provided no documentation on the transmission being rebuilt. The radiator was filled with rusty water. Ultimately, Pierre does not believe the work being done is the "best of the best" and is far from it. His opinion is that it is poorly restored and Max severely overpaid for the vehicle. The car was nowhere near operational. Pierre did not see any area for Stuart or anyone to do office work. For Stuart to get the car up to the level that he promised Max, he would have to start over according to Pierre so everything can be documented. Pierre would value the car at approximately \$115,000 - \$130,000. (See statement.)

On 04/18/22, I obtained a recorded statement of my conversation with Stuart Siegle. I previously requested to make an appointment with Stuart for an interview, but he cancelled our appointment based on advice from his attorney. On the above date, I called Stuart's cellular phone number 954-647-7095. Stuart answered and I told him that I received his message and that his attorney was welcome to come to the interview as well. Stuart responded saying he was not interested. Stuart advised that it was a commercial transaction. He said I have no idea what this guy is complaining about nor do I really care. I advised Stuart that the case will be filed with the State Attorney for Grand Theft. Stuart responded the man's got a contract, the car hasn't been delivered, and the car is not paid for. How can that be grand theft? I advised him that the car was over-priced. He told me that three cars just sold for \$100,000 a piece. I then confronted him on the amount he charged Max and he recanted and said that the cards sold for \$100,000 more than he charged Max. I asked him for the article and he advised me to go to Barrett-Jackson.com and rmauctions.com. I told him there was a big difference between Barrett-Jackson vehicles and his car that he sold Max. He seemed stunned for a moment and then said that I don't know anything about that car or his car. He said I haven't seen his car and I advised him that I did see his car since I went to his business. He then stated sarcastically that I have an opinion as an expert that I don't like his car. I told him that I never said I was an expert and that I only have one side of the story. I wanted to see what parts he has been putting into the car and how much he has been spending on it. He said it was ridiculous that I wanted to know how much money he was putting into the car. Stuart advised me that it didn't matter if he put in a \$1 or a million. I confronted him with his own words that the car was going to be the "best of the best" "best of the 190's" and he responded by saying they sold for over \$300,000. I told him that the car in question was inspected which he was aware of. He said his report could go to Disney World with the claims that he made. (See statement.)

Based on the statement of Stuart, in regards to the Barrett-Jackson Auction, I registered for an account with the Barrett-Jackson Auction website so that I would be able to have access to check the selling prices for the vehicles that were auctioned.

I found the following vehicles that matched the 190sl that was sold to Max.

- 1.) Palm Beach 2022 Auction Lot #712 A 1962 Mercedes-Benz 190SL convertible sold for \$324,500. The description states that the vehicle has undergone a complete no-expense spared 3.5 year top to bottom restoration with 200 miles since completion in 2019 and is finished in original Mercedes-Benz DB-180 Silver Gray Clearcoat with matching hardtop. Date accurate engine decals were installed during restoration. The exterior features refinished original chrome or factory original pieces. Includes a new factory soft-top ready to use. Includes factory restored jack with new rubber matting.
- 2.) Las Vegas 2022 Auction Lot #685 A 1959 Mercedes-Benz 190SL Roaster sold for \$132,000. The description states that the vehicle is finished in Maybach Cote D`Azure Blue Metallic. This is a matching numbers 1959 Mercedes Benz Roadster 190SL that underwent a professional restoration. It is powered by its rebuilt 1897cc engine with correct dual Solex carburetors mated to its original 4 speed transmission. The restored interior features black leather seats, a white steering wheel, a factory radio, and a clock. It rides on its factory Mercedes hubcaps and trim rings with wide whitewall tires.

RE	PORTING OFFICER NARRATIVE	OOA.	
Broward County Sheriffs Office		90-2108-005535	
Victim	Offense	Date / Time Reported	
WEINBERG, MAX	FRAUD - ALL OTHER	Wed 08/18/2021 13:0	0

- 3.) Las Vegas 2022 Auction Lot #775.1 A 1961 Mercedes-Benz 190SL Roadster sold for \$132,000. The description states that the vehicle is finished in Ivory. This 1961 Mercedes Benz 190SL Roadster underwent a rotisserie restoration. It is powered by the rebuilt original matching numbers 1.9 liter 4-cylinder engine with upgraded Mikuni twin choke carburetors mated to the rebuilt factory 4 speed manual transmission. All the chrome work has been replaced and it features a Dark Cacoa Mohair soft top, a factory detachable hardtop, tan leather interior, tachometer, dash clock, original push button radio, and Mercedes lap belts. Includes restoration documentation, original warranty card, and supplying dealer paperwork.
- 4.) Scottsdale 2022 Auction Lot #1212.1 1960 Merdes-Benz 190SL Roadster sold for \$352,000. The description states that the vehicle has undergone a complete 3-1/2 year top to bottom restoration in 2019 and is finished in original Mercedes Benz DB-172 Anthracite Gray Metallic with a matching hardtop. Date accurate engine decals were installed during the restoration. The exterior features refinished original chrome or factory original pieces. Includes a new factory soft-top ready to use. It is a California concours winner with a California title. Includes the factory restored jack with new rubber matting.
- 5.) Scottsdale 2019 Auction Lot #1457 1957 Mercedes-Benz 190SL Roadster sold for \$93,500. The description states that the vehicle has underwent a comprehensive restoration that left no part untouched. Everything has been overhauled. It was disassembled, blasted, and the right front fender was replaced before the body was repainted. The drivetrain was refreshed and sealed, and the 4-cyndler engine, 4-speed manual transmission and brakes were all rebuilt. This matching numbers convertible had been garage kept for the last 20 years and had 57,831 original miles. The completely redone interior features new leather and original gauges, all chrome pieces were re-chromed and it has been fitted with a new windshield and a brand new Mercedes soft top.

I researched the records via the Florida Department of Highway Safety and Motor Vehicles regarding licensed vehicle auction dealers, independent wholesalers, and salvagers. I found that Investment Automotive Group INC located at 1421 SW 10th Ave #107 Pompano Beach, FL is a licensed dealer in the State of Florida.

At the time of this report, it is unknown what the status of the vehicle is. Stuart's response to Max's attorney, displayed that Stuart is not acting in good faith to make the customer whole. According to Stuart's previous messages regarding the condition of the car and even before the rebuild showed that Stuart allegedly would not have a problem selling the vehicle to someone else other than Max. It appears that is not the case.

The investigation revealed that the vehicle that Max purchased appeared to be very overpriced based on the research of similar vehicles and comparing to the vehicle in question. The failure of Stuart to provide a refund or a suitable outcome to this deal shows the true outcome and mindset for this transaction. Based on the totality of everything involved and all evidence, it is believed that Stuart Siegle did conduct a scheme with the intention of stealing Max's money by making promises and statements that were not true. He made these statement in an attempt to pressure Max into purchasing the vehicle. This case will be forwarded to the State Attorney's Office for filing recommendation of Organized Scheme to Defraud and Grand Theft.

## IncidentReportSuspectList

Broward County Sheriffs Office

OA 90-2108-005535

1	Name (Last, First, SIEGLE, ST Business Address	00 SV	V 12TH		o Known	As				ome Address 23347 WATER CIR 3OCA RATON, FL 33486 254-647-7095						
	DOB	Age	Race	Sex	Eth	Hgt	Wgt	Ha	air	Eye	Skin	Dri	Driver's License / State			
		504														
	Scars, Marks, Tattoos, or other distinguishing features															
	Reported Su	1ge 7	- 1	lace W	Sex M	Eth	Heig	504	_ w	eight						
	Weapon, Type Feature Make						Iodel Color C					Caliber	Caliber Dir of Travel  Mode of Travel			
	Veh Yr / Make / M	Model		Dr	s Styl	le		Color		Lic Pl	ate / State		VIN			
Notes Physical Char																

## IncidentReportRelatedVehicleList

Broward County Sheriffs Office

OA 90-2108-005535

 1	VehYr/Make/Moo	Osl	Style		C	Color	Lic/Lis /Decal FL		VIN		
	IBR Status  Involved	<u> </u>		Date 04	1/09/20	- 1	Location 1421 SW	10TH AV, POMPANO	BEACH.	ACH FL ste # NIC #	
	Condition		Val	ue	\$0.0		Offense Code 26A	Jurisdiction  Locally	State #		NIC#
	Name (Last, First, Middle)						Also Known	As	Home Address		
		*No	nam	e*							
	Business Address										
	DOB Age Race Sex Hgt Wgt Scars, Marks, Tattoos, or other distinguish								ng features	7	

Notes

OPA 90-2108-005535

