

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO.:

CHATSWORTH GREENS LLC d/b/a
CHATSWORTH GREENS LEASING

Plaintiff,

v.

BOCA LEASING CENTER, INC. and
ROBERT MIGLIORI,

Defendants.

COMPLAINT

Plaintiff, CHATSWORTH GREENS LLC d/b/a CHATSWORTH GREENS LEASING (“Plaintiff”), sues Defendants, BOCA LEASING CENTER, INC. (“Boca Leasing”) and ROBERT MIGLIORI (“Migliori”), and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$50,000, exclusive of interest, costs, and attorneys’ fees.
2. Plaintiff is a Florida limited liability company authorized to do business in the State of Florida.
3. Defendant, Boca Leasing Center, Inc., is a Florida corporation conducting business in Florida.
4. Defendant, Robert Migliori, is an individual residing in Florida and, at all material times, was the owner, officer, and/or controlling agent of Boca Leasing.

5. At all material times, Migliori acted individually and on behalf of Boca Leasing and personally participated in the wrongful conduct alleged herein.

6. Venue is proper in Palm Beach County, Florida because the transaction and/or payments at issue occurred in this County and/or Defendants conducted business in this County.

FACTUAL ALLEGATIONS

7. On or about December 1, 2025, Plaintiff entered into an agreement with Boca Leasing for the purchase and delivery of three (3) new Toyota Camry vehicles.

8. The total purchase price for the vehicles and delivery of same to Plaintiff place of business in California was \$81,765.00, as evidenced by invoice(s) issued by Defendants. A true and correct copy of the invoice is attached hereto as Exhibit "A."

9. Plaintiff fully performed its obligations by tendering payment in the amount of \$81,765.00 to Boca Leasing. A true and correct copy of the proof of payment is attached hereto as Exhibit "B."

10. Defendants represented that the vehicles were in their possession and would be delivered to Plaintiff within a reasonable time and in accordance with the parties' agreement.

11. Despite receiving full payment, Defendants failed and refused to deliver the vehicles.

12. Plaintiff has made demand for delivery of the vehicles and/or return of the funds, but Defendants have failed and refused to comply.

13. Defendants never intended to deliver the vehicles at the time they accepted Plaintiff's payment but instead accepted Plaintiff's funds with the intent to wrongfully retain the money without providing the promised vehicles.

14. At all material times, Migliori personally directed, participated in, and/or authorized the conduct described herein.

15. Migliori used Boca Leasing as an instrumentality to perpetrate the wrongful acts alleged, including the misappropriation of Plaintiff's funds.

16. As a direct and proximate result of Defendants' actions, Plaintiff has suffered damages in the amount of \$81,765.00, plus additional consequential damages.

COUNT I – BREACH OF CONTRACT
(Against Boca Leasing Center, Inc.)

Plaintiff realleges paragraphs 1–16 as if fully set forth herein.

17. A valid contract existed between Plaintiff and Boca Leasing for the purchase and delivery of three (3) new Toyota Camry vehicles, as evidenced in part by the invoice attached as Exhibit "A."

18. Plaintiff fully performed its obligations under the contract by paying \$81,765.00, as evidenced by Exhibit "B."

19. Boca Leasing materially breached the contract by failing to deliver the vehicles and failing to return Plaintiff's payment.

20. As a direct and proximate result of Boca Leasing's breach, Plaintiff has suffered damages in an amount to be proven at trial, but no less than \$81,765.00.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Boca Leasing, award compensatory damages in an amount no less than \$81,765.00, award prejudgment interest as allowed by law and grant any further relief that the Court deems just and proper.

COUNT II – FRAUD IN THE INDUCEMENT
(Against All Defendants)

Plaintiff realleges paragraphs 1–16 as if fully set forth herein.

21. Defendants made material misrepresentations to Plaintiff, including but not limited to representations that: Defendants would provide and deliver three (3) new Toyota Camry vehicles; and Defendants had the ability and intent to fulfill the transaction as the vehicles were in Defendants' possession.

22. At the time the representations were made, Defendants knew they were false, or made them with reckless disregard for the truth.

23. Defendants intended that Plaintiff rely on these representations.

24. Plaintiff justifiably relied on Defendants' representations, as evidenced by Plaintiff's payment reflected in Exhibit "B."

25. Defendants never intended to perform under the agreement at the time the representations were made.

26. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiff has suffered damages in excess of \$81,765.00.

27. The conduct of Defendants was intentional, willful, malicious, and in conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages, upon proper leave of Court.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against the Defendants, award compensatory damages in an amount no less than \$81,765.00, award prejudgment interest as allowed by law and grant any further relief that the Court deems just and proper.

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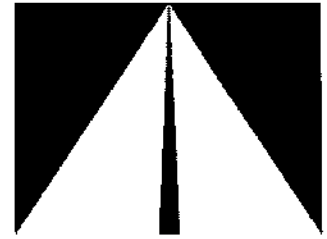
EXHIBIT

“A”

INVOICE

Boca Leasing Center, Inc.
4454 Tellin Ave
West Palm Beach, FL 33406

bob@bocaleasing.com
+1 (561) 750-0555



Bill to

Chatsworth Greens Leasing
9732 S. Santa Monica Blvd.
Beverly Hills, CA 90210

Invoice details

Invoice no.: H1236
Terms: Due on receipt
Invoice date: 12/01/2025
Due date: 12/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/01/2025	Services	specifications as per factory invoice Vin # 4T1DAACK0TU236531 black/black Vin # 4T1DAACK5TU228831 Silver / black Vin # 4T1DAACK9TU235538 Gray/black	3	\$27,255.00	\$81,765.00
2.	12/01/2025	transportation	Delivery to Beverly Hills California at no charge	3	\$0.00	\$0.00

Total **\$81,765.00**

Ways to pay

BANK

Thank you for your business

Note to customer

4T1DAACK7TU679985 Camry Le black with black interior replaces
the white Camry

[View and pay](#)

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EXHIBIT
“B”

Payment confirmation: Invoice #H1236-(Boca Leasing Center,Inc.)

From QuickBooks Payments <quickbooks@notification.intuit.com>
Date Tue 12/2/2025 7:08 PM
To David Sajasi <dsajasi@luxuryline.com>; Hugo Vargas <hvargas@luxuryline.com>



Manage payment

 You paid \$81765.00

to Boca Leasing Center,Inc. on 12/02/2025

Payment details

Invoice no.	H1236
Invoice amount	\$81765.00
Total amount	\$81765.00
Status	Paid
Payment method	Business checking 
Authorization ID	1AEI52PFX9X2

Please don't reply to this email, if you need any help regarding this message, please contact the business directly.

Thank you,

Boca Leasing Center,Inc.

5617500555

bob@bocaleasing.com

4454 Tellin Ave. West Palm Beach, FL, 33406, US

No additional transfer fees or taxes apply.

Intuit Payments Inc. (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business, and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4601.