

IN THE COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE
COUNTY, FLORIDA SMALL CLAIMS ACTION

LEN AARON BROWN,

Plaintiff,

v.

CASE NO.: 25-SC-10379

RV DOCTOR INC.,

Defendants.

VERIFIED FIRST AMENDED COMPLAINT

COMES NOW, the Plaintiff, LEN AARON BROWN (hereinafter sometimes "BROWN"), by and through his undersigned counsel and files this his Verified First Amended Complaint, and sues the Defendant, RV DOCTOR INC. (hereinafter sometimes "RV")(collectively hereinafter BROWN and RV shall sometimes be referred to as the "PARTIES"), and alleges as follows:

GENERAL ALLEGATIONS

1. The Plaintiff, LEN AARON BROWN (hereinafter sometimes "BROWN"), is a resident of Lee County, Florida, whose primary residence is 1306 SE 33rd Terrace, Cape Coral, Lee County, Florida, and who at all times relevant to the allegations of this complaint had business dealings with the Defendant, RV, in Lee County, Florida.

2. The Defendant, RV DOCTOR INC. (hereinafter sometimes "RV"), is a Florida corporation organized pursuant to the laws of the State of Florida, which at all times relevant to the allegations of this complaint, operated and continues to operate a full-service recreational vehicle, coach, camper, and trailer repair center which at all times relevant to the allegations of this complaint maintained its principal place of business in Lee County, at 16340 Old US 41, Fort Myers, Florida 33912.

3. RV specifically represents to the general public and represented to BROWN that it:

- a. Carries name brand parts, including A&ETM, DuoothermTM, AtwoodTM, OnanTM, and many more and maintains a large inventory of parts.

- b. Has more than 21 years of experience providing guaranteed work utilizing ASE certified mechanics who are capable, competent, knowledgeable, trained and prepared to properly perform repairs from bumper to bumper on recreational vehicles.
- c. They perform repair work on recreational vehicles like BROWNS.
- d. Are competent to perform factory authorized and approved recreational vehicle repairs services and both guarantee and warranty the work they perform.
- e. Are fully competent to repair specific items such as Slide Out systems, Generators, Refrigeration and Freezers, Gas Systems, Roof A/C systems, Fuel Systems, Inverter and Converter Issues, batter Change outs, and other services necessary to repair recreational vehicles they work on from bumper to bumper and that they warranty the labor, parts and repairs they perform.
- f. That RV is "BBB Accredited". RV is not BBB accredited and the advertised representation is overtly false. True and correct copies of printed portions of RV's current website and a printout of the BBB's accreditation status of RV indicating that it is not an "accredited business" are attached hereto as composite Exhibit "A" and are by reference specifically incorporated herein.

4. On information, belief and upon investigation, since the filing of this action, RV relocated its principal place of business to 2954 Van Buren Street, Fort Myers, Lee County, Florida 33916, after being evicted from its prior business and mailing address referenced in ¶ 2 above. RV was required to move as it was being evicted from its prior place of business as evidenced by that Lee County Circuit Court Case No. 2025-CA-5946, styled, *Old U.S. 41 Venture, LLC v. RV Doctor, Inc., et. al.*, which action sounded in two counts, to wit: Breach of Contract (Count I) and for Eviction (Count II) and in which the Court on June 8, 2026, granted the Plaintiff's Motion for Partial Summary Judgment. A copy of the Circuit Court's June 8, 2026, minutes are attached hereto as composite Exhibit "B".

5. The Plaintiff, BROWN and the Defendant, RV, shall hereinafter sometimes be referred to as the "PARTIES" and had business dealings together regarding repairs to BROWN's recreational vehicle.

6. The amount in controversy in this matter does not exceed \$8,000, exclusive of court costs, prejudgment interest, and attorney's fees, where appropriate and proper, as well as statutory and special damages thereby giving this Court jurisdiction over this action under §34.01, Fla. Stat.

7. Venue is proper in Lee County, Florida because all agreements were entered into, repairs performed, and transactions occurred between the parties in Lee County, Florida.

8. At all times relevant to the allegations of this complaint, BROWN owned a 2014 Winnebago Adventurer (hereinafter sometimes the "VEHICLE") recreational vehicle, VIN: 1F66F5DY6E05946 which incurred certain typical malfunctions including specifically a Low Oil Pressure issue which was evidenced by an error code #17, which appeared in the VEHICLE, which indicates issues such as the Generator oil pressure dropping and/or needing oil and/or other related issues. In this particular case, the error code #17 was caused by a needed replacement of the ONAN™ Sensor or Switch (hereinafter sometime the "Sensor" or "Sensor") which is located on the Generator; and there was also an issue with the SlimRack® Room Slide-Out System ("Slider"). In October BROWN first noticed the error code, inspected the generator and found no crack, no leak and no damage to it.

9. BROWN maintained and still holds a third-party extended warranty ("EW") on the VEHICLE through the insurer, CornerStone United, Inc. ("CSUI").

10. On or about October 19, 2024, BROWN delivered his VEHICLE to RV to have the needed repairs done. On that date and time when BROWN delivered his VEHICLE to RV, he performed a walk-around the exterior of his VEHICLE with a representative of RV and a standardized form used by RV was completed to notate any nicks, scratches, dents or damages on the exterior of BROWN's VEHICLE. BROWN was required to sign this form on the date on which he left his VEHICLE with RV. BROWN was not furnished with a copy of the Form. RV never provided BROWN with a written MOTOR VEHICLE REPAIR ESTIMATE AND DISCLOSURE STATEMENT ("ESTIMATE") on the date on which he brought his VEHICLE to RV nor at any point in time prior to the date on which he retrieved his VEHICLE on April 25, 2025.

11. BROWN retained the services of RV to perform the needed repairs because RV represented that it was fully capable of performing the work and possessed the requisite skills, training, and expertise necessary to perform the repairs that were required and that all work would be performed by in a competent and workmanlike manner, by ASE certified mechanics and RV further claimed that it stands behind and warranties all of the work that it performs.

12. While the VEHICLE was in RV's Possession, on December 17, 2024, CSUI furnished written approval for work to be performed to BROWN's VEHICLE and RV furnished BROWN with a copy of that two page CLAIM DETAIL SUMMARY (CDS) prepared by CSUI bearing the notation "Printed: December 17, 2024" in the upper left corner under CSUI's logo. This CDS approved repairs to BROWN's VEHICLE that included both the replacement of an Oil Pressure Switch and the repair of the Slider, for which CSUI agreed to pay the total sum of \$4,407.81. A true and correct copy of the Claim Detail Summary Printed December 17, 2024, is attached hereto as composite Exhibit "C" and is by reference incorporated herein.

13. On the very next day, December 18, 2024, RV submitted a WRITTEN MOTOR VEHICLE REPAIR ESTIMATE AND DISCLOSURE STATEMENT (hereinafter an "ESTIMATE") that RV prepared on December 18, 2024, at 9:17 AM. The ESTIMATE described purports to bear BROWN's signature which signature was never affixed nor approved to be affixed to the ESTIMATE by BROWN. RV submitted the ESTIMATE bearing BROWN's unauthorized signature to CSUI thereby securing immediate payment of the total ESTIMATE amount from CSUI the very same day by way of an electronic form of payment which CSUI states was able to be delivered by email to RV. A true and correct copy of the Claim Detail Summary Printed December 17, 2024, is attached hereto as composite Exhibit "D" and is by reference incorporated herein.

14. At no point in time after leaving his VEHICLE at RV's place of business on October 19, 2024, and retrieving his VEHICLE on April 25, 2025, did BROWN ever return to RV's place of business and sign any ESTIMATE and the signature on the ESTIMATE which RV submitted to CSUI to secure the payment

from CSUI was affixed to the ESTIMATE without BROWN's approval, consent or knowledge. On information and belief, inspection and careful review, it would appear that the December 18, 2024, ESTIMATE submitted by RV to CSUI, has BROWN's signature affixed by some form of cutting and pasting his signature to the ESTIMATE. The only ESTIMATE that BROWN acknowledges actually signing was that one presented to him on April 25, 2025, on the day on which he retrieved his VEHICLE from RV. BROWN obtained a copy of the ESTIMATE dated December 18, 2024, from his EW carrier, CSUI. A true and copy of the Estimate dated December 18, 2024, is attached hereto as Exhibit "E".

15. RV's conduct of affixing BROWN's unauthorized signature to its December 18, 2024, ESTIMATE is further supported by the fact that BROWN was only shown a copy of that CDS bearing the notation "Printed: December 17, 2024" in the upper left corner under CSUI's logo on which the second page only addresses his deductible amount of \$200.00, whereas the second page of the CDS bearing the notation "Printed: December 18, 2024" in the upper left corner under CSUI's logo reflects CSUI's tender of the entire amount it agreed to pay to RV on the same date that RV submitted the forged ESTIMATE.

16. The foregoing forgery is further made evident by significant variations in the amounts, figures, hourly charges, additional and inflated charges and other details which become apparent reviewing the differences between RV's December 18, 2024, ESTIMATE and its April 25, 2025, ESTIMATE which BROWN only saw and signed in order to get RV to release his VEHICLE on April 25, 2025, from RV. A true and correct copy of that Estimate dated April 25, 2025, is attached hereto as Exhibit "F" and is by reference incorporated herein.

17. Upon receiving the CDS dated December 17, 2024 from CSUI, RV sent an email to BROWN on December 17, 2024 which email included a copy of the December 17, 2024 CDS, which email indicated that the amount approved to be paid by CSUI for the intended repairs according to RV, was an insufficient amount to complete the repairs and without contacting CSUI to inquire about obtaining additional amounts, which is regularly done by repair facilities when supplemental repairs are required, RV claimed that it could not do the repairs for the amount authorized by CSUI, and required *at least* an additional

\$2,494.50 to address the repairs over and above the amounts CSUI approved since the approved amount *didn't cover the full balance*. Interestingly, no repairs had been initiated or performed on December 17, 2024, or December 18, 2024, nevertheless, RV represented to CSUI that all of the repairs had been completed which BROWN, learned that CSUI does not pay the approved amount until the repairs are performed. Not knowing any better at the time, BROWN agreed to and authorized the repairs and agreed to pay the additional amounts which included inflated hourly rates and additional charges which were not provided to BROWN's EW carrier CSUI. A true and correct copy of RV's email to BROWN demanding additional money to do perform the repair work, is attached hereto as Exhibit "G" and is by reference specifically incorporated herein.

18. While BROWN's VEHICLE was under RV's control, custody and possession as bailee, BROWN tried on multiple occasions to visit RV's place of business to inspect his VEHICLE. However, he was denied the opportunity to see or inspect his vehicle because no mechanic was available to walk with him in their repair facilities which RV specifically represented to BROWN, was an express requirement mandated by their Insurance Carrier under their [typically known as a Garage Policy] Insurance Policy. BROWN did have two opportunities to inspect the progress of the work being performed on his VEHICLE. On March 3, 2025, and on April 11, 2025, he was permitted to see his VEHICLE. During both of these inspections, BROWN was accompanied by a technician who worked for RV who was identified as *Oliver*. At no point prior to BROWN's delivery of his VEHICLE to RV, nor during any of BROWN's visits to inspect the work being performed, had the VEHICLE'S Generator exhibited or had there been disclosed or identified any damage to the Generator and the mechanic, OLIVER, represented that the Generator Sensor had been replaced and was fully repaired and had been tested multiple times without issue. Additionally, at no time during any of BROWN's visits to inspect the work performed on his VEHICLE on March 3, 2025, and April 11, 2025, or at any other time, did RV or its employees/owners/technicians reveal that there was any new or pre-existing damage to, oil leaks or crack in the Generator on which they had installed a new Sensor. However, RV representatives including the

mechanic OLIVER specifically represented that the generator Sensor had been replaced and that the repairs had been completed and that the Generator had been tested repeatedly and was functioning fine and without any issues or problems.

19. On or about April 24, 2025, the day before BROWN was scheduled to retrieve his fully repaired VEHICLE from RV, he was contacted by RV's representative. RV advised BROWN that during *final testing* the Generator on which they had installed the new Sensor, now revealed a serious oil leak as well as a newly discovered crack in the Generator's case which they represented to BROWN was caused by a prior repair to the Generator and was not the caused by RV. RV specifically represented to BROWN that the newly discovered damage including the leaking oil and crack were a condition that was pre-existing and was therefore, not their responsibility to address or repair and was not covered by BROWN's EW.

20. On information, belief and after additional investigation, BROWN confirmed with his EW company, CSUI, that RV never made any additional effort to contact CSUI to inquire, inspect or request supplemental coverage for the purported newly discovered damages which RV claimed were pre-existing, which damages RV first reported to BROWN on April 24, 2025, specifically representing that the leak, and crack were pre-existing damages that had been caused by prior repairs to the Generator.

21. RV received the total sum \$8,420.23 for the faulty repairs, improper parts, inferior work and labor of which \$4,407.81 was paid directly by BROWN out of pocket and for which BROWN was subsequently required to expend additional amounts to rectify the inferior and improper work performed by RV.

22. BROWN never saw nor was he ever provided with a Written Motor Vehicle Repair Estimate and Disclosure Statement ("ESTIMATE") at any time prior to receiving that ESTIMATE bearing the date April 25, 2025, which RV required BROWN sign on the date on which BROWN presented at RV's place of business to retrieve his VEHICLE. The ESTIMATE which he was required to sign on April 25, 2025, reflects the mileage on the VEHICLE as 24,776 miles and the Estimate is attached hereto at Exhibit "F" and is by reference incorporated herein.

23. On April 25, 2025, BROWN returned to his home with the VEHICLE and removed the generator cover which was something he regularly did to inspect the Generator, and to add oil. At that moment upon inspecting the Generator, he discovered that the Sensor which was installed by RV as part of the contemplated repairs was improperly installed, had cracked the lower oil pan case at the mounting point of the Sensor and that there was an attempt by RV to secret or cover the damage by applying a putty-like substance known as JB-Weld, which had been applied all around the newly installed Sensor and the Generator would not run. Additionally, BROWN did not want to continue trying to start the Generator with the improperly installed Sensor which had been installed in such a way that it was now impossible for BROWN to add oil to the Generator, the new damages (the crack), oil leak, and JB-Weld. The crack and JB-Weld are clearly visible in those photos taken by BROWN that are attached hereto as composite Exhibit "H" (3 Photos: H-1, H-2, H-3) and which are by reference specifically incorporated herein.

24. Immediately after BROWN discovered the damages caused by RV's inferior and improper and unworkmanlike repairs, including the improperly installed sensor, new crack, leaking oil, and JB-Weld putty-substance, BROWN contacted Lee County RV Sales Company which does business as North Trail RV Center ("NTRVC") and made an appointment for April 28, 2025, with NTRVC specifically to have the Generator in the VEHICLE inspected to determine the propriety of the repairs that RV performed to the Generator and the other repairs which RV performed.

25. On April 28, 2025, BROWN took his VEHICLE to NTRVC and advised the Service Advisor, Chad Simmons ("Simmons"), that RV had performed approved warranty repairs to his VEHICLE which repairs included the replacement of the Sensor on the Cummins ONAN™ Generator in the VEHICLE that was so poorly and improperly repaired by RV, that when BROWN got the VEHICLE back from RV, with the replaced Sensor, RV had cracked the Generator which was then leaking oil, and had applied JB-Weld in a manner such that BROWN couldn't add oil to the Generator which was now low and the Generator would no longer run. BROWN requested an estimate from NTRVC to repair the Generator and was advised by Simmons after making an initial inspection that the Generator might not be able to be safely repaired due

to the damages caused to it by RV's repair work. Simmons also agreed to provide BROWN with an estimate for the cost to replace the Generator. When BROWN delivered his VEHICLE to NTRVC, it had 24,824 miles on it. Upon delivering the VEHICLE to NTRVC, they prepared a written Motor Vehicle Repair Estimate and Disclosure Statement (Estimate) and had BROWN sign the same before they commencing any work even including the inspection of the repairs performed and degree of damage to the Generator. A true and correct copy of the NTRVC's ESTIMATE is attached hereto as composite Exhibit "T" and is by reference specifically incorporated herein. Because repair is added after the customer copy is printed the attached copy does not include BROWN's signatures.

26. After inspecting the Generator, NTRVC determined that:

- a. RV had cracked the case of the Generator installing the Sensor which they opined was not the correct Sensor for the Generator which required an ONAN™ Sensor and the crack is located in the oil pressure Sensor mounting which is part of the main bearing cover. RV did not utilize a factory ONAN™ oil pressure Sensor and instead replaced the Sensor with a plug which was not a bolt on Sensor and was loose. RV tried to modify the entire Sensor assembly to accommodate the wrong Sensor and Sensor could not be removed because of the JB-Weld material they applied all around the Sensor either trying to secret the improper repair or trying to modify the Sensor mount to install the wrong Sensor and to hide the cracking.
- b. The Generator was low on oil, and leaking oil, but they could not add oil due to the manner in which the incorrect Sensor had been installed and due to the JB-Weld.
- c. There are cooling fan blades located near where the Sensor assembly was worked on by RV that dissipate heat on the main bearing cover in which the Sensor is typically installed. RV damaged the blade which was cracked and missing a piece from RV's attempt to install the wrong Sensor in a modified manner using a plug and not a factory ONAN™ screw-in Sensor. The cracked and partially missing fin located on the main bearing cover is visible in that photo attached hereto as

part of composite Exhibit "H-1" in the middle of the photo just slightly above the installed Sensor plug and to the right of the wire coming off of the Sensor.

- d. RV applied JB-Weld all around the Sensor that they installed which makes the Sensor unable to be removed because of the JB-Weld and also prevents adding oil to the Generator.
- e. NTRVC recommended replacing the Generator, for the estimated cost of \$5,974.74 for the Generator, not including additional shipping, labor, parts and taxes.
- f. BROWN accepted NTRVC's recommendation and requested that they replace the Generator damaged by RV and BROWN inquired if the replacement could be completed within two weeks.
- g. On May 6, 2026, BROWN paid NTRVC the deposit amount of \$6,000.00 towards the total cost to replace the Generator with his credit card. A true and correct copy of the credit card receipt and NTRVC's Credit Card Disclaimer form are attached hereto as composite Exhibit "J" and are by reference specifically incorporated herein.
- h. The replacement of the Generator was performed by NTRVC and completed on May 14, 2025. A true and correct copy of NTRVC's ESTIMATE reflecting all charges after the replacement was completed together with a copy of the receipt for BROWN'S credit card payment made on May 16, 2025, for the additional amounts necessary to properly complete the Generator purchase and replacement including freight charges to ship the Generator to NTRVC of \$150.00, additional various parts such as stranded copper cable for \$44.91, two battery lugs costing \$9.64, a 1.5" HD muffler clamp costing \$6.30, labor charges of \$1,683.50, various shop supplies totaling \$40.00, plus additional diagnostic charges and sales tax in the amount of \$499.56, resulting in an additional amount due from BROWN upon the completion of the Generator purchase and installation of \$2,408.56 which BROWN paid on May 16, 2025. A true and correct copy of NTRVC's final invoice together with a copy of BROWN's credit card receipt evidencing his payment of additional balance due of \$2,408.56 upon completion of the work are attached hereto as composite Exhibit "K" and are by reference specifically incorporated herein.

- i. The total cost to replace the Generator that RV damaged by performing improper repairs by attempting to use the wrong parts and thereby damaging the Generator so badly that it necessitated the replacement of the Generator for the total sum of \$8,408.56, which was paid by BROWN.

27. All conditions precedent has been performed, waived or excused.

28. The Plaintiff, BROWN, has retained undersigned counsel and has agreed to pay a reasonable fee for his services.

COUNT I – BREACH OF CONTRACT (UNWORKMANLIKE REPAIRS)

The Plaintiff, BROWN, sues the Defendant, RV, for damages for Breach of Contract for damages which do not exceed \$8,000.00 exclusive of attorney's fees court costs, and prejudgment interest, for breach of contract based upon unworkmanlike and inferior repairs.

29. BROWN hereby specifically incorporates by reference ¶¶ 1 through 28 above as though fully set forth herein.

30. BROWN entered into an agreement to have RV perform authorized warranty repairs and RV agreed to perform and represents that he performs all repairs in a workmanlike manner.

31. RV breached the agreement by failing to properly perform the repairs properly and completely much less in a workmanlike manner.

32. RV also breached the agreement by changing the terms of the agreement without disclosing the changes to BROWN and without his knowledge.

33. BROWN has been damaged as a result of RV's breach of the agreement by performing the repairs in an inferior and unworkmanlike manner and by overcharging and not properly completing the repairs such that BROWN had to have additional repairs performed to rectify and complete the work RV agreed to do.

34. Subsequent to contracting with RV to perform having the approved warranty repair work performed to his VEHICLE, BROWN secured an independent inspection from NTRVC, which inspection concluded that RV's repairs to the Generator were improper and were performed in utilizing the wrong

parts, and were performed in an improper, inferior and unworkmanlike manner which on information and belief, RV either attempted to secret or had to use a welding compound to install the incorrect part, and otherwise breached the agreement based upon RV's

- a. Improper installation of parts
- b. Use of incorrect or substandard components
- c. Failing to properly diagnose underlying issues.
- d. Failing to follow manufacturer repair procedures
- e. Failing to properly care for BROWN's VEHICLE while in RV's possession.
- f. Overcharging for the work performed
- g. Charging amounts well in excess of that which was approved without disclosing the additional charges to BROWN.

35. Additionally, under Florida law, the implied covenant of good faith and fair dealing is an implied covenant and part of every agreement and contract. County of Brevard v. Miorelli Engineering, Inc., 703 So.2d 1049, 1050 (Fla. 1997).

36. As a direct result of RV's breach, BROWN has suffered damages including:

- a. Costs to perform additional required repairs to rectify the inferior and improper work performed by RV.
- b. Loss of the use of the VEHICLE.
- c. Overcharging BROWN and failing to provide accurate, true and forthright estimates and insurance approvals.
- d. The diminished value of the VEHICLE.
- e. Other consequential, incidental and special damages.

WHEREFORE AND BY REASON OF THE FOREGOING, the Plaintiff BROWN demands judgment for dam

ages, plus court costs, prejudgment interest, and all other damages and losses together with attorney's fees which are awardable pursuant to the express written terms of RV's work order and such other and further relief as the Court deems proper.

COUNT II – BREACH OF IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE

The Plaintiff, BROWN, sues the Defendant, RV, for damages which do not exceed \$8,000.00 exclusive of attorney's fees court costs, and prejudgment interest, for breach of the implied warranty of workmanlike performance.

37. Plaintiff by reference specifically incorporates paragraphs 1 through 27 and above as though fully set forth herein.

38. RV holds itself out as having special skills, knowledge, and certifications and employs specially skilled individuals to perform and who can perform approved warranty repairs to recreational vehicles in a skilled and workmanlike manner.

39. At the time of BROWN's entering into an agreement to have RV perform the repairs, RV held itself out as being able to perform approved warranty repairs to BROWN'S vehicle, advertised RV's special skills, special knowledge, specialize qualifications and that of the individuals it employs to perform the work and BROWN relied upon the representations of RV in agreeing to have RV perform the approved warranty repairs.

40. Under Florida law, automotive repairs such as those which were performed by RV, carry an implied warranty that the work will be performed properly and RV holds itself out to have the requisite ability, knowledge and training, and even special training utilizing specially trained mechanics properly, reasonable, and skillfully repair recreational vehicles properly and in a workmanlike manner.

41. The terms of the agreement between BROWN and RV were inferred from RV's representations and conduct.

42. RV materially breached the terms of the agreement financially and in its performance of the agreement.

43. RV failed to perform the repairs in a workmanlike manner and to the contrary performed inferior, incomplete, improper, and substandard repairs, and overcharged BROWN for the work that RV agreed to do.

44. Defendant breached this implied warranty by failing to properly diagnose, properly and fully repair, and perform those repairs and use the correct parts as agreed resulting in BROWN receiving inferior, incomplete and unworkmanlike repairs.

45. BROWN has suffered damages as a result of RV's breach.

WHEREFORE AND BY REASON OF THE FOREGOING, the Plaintiff demands judgment for damages against Defendant, court costs, interest, and any further relief the Court deems just.

COUNT III – VIOLATION OF FLORIDA MOTOR VEHICLE REPAIR ACT
(§§559.901 et. seq., Florida Statutes)

The Plaintiff, BROWN, sues the Defendant, RV, for damages which do not exceed \$8,000.00 exclusive of attorney's fees court costs, and prejudgment interest, and all statutory relief available under §559.901, et. seq., Fla. Stat., The Florida Motor Vehicle Repair Act ("FMVRA" or the "ACT").

46. Plaintiff incorporates by reference paragraphs 1-28 and 30 through 36 above as though fully set forth herein.

47. Defendant violated the Act by conduct including but not limited to the following:

- a. Failing to accurately provide a complete and proper written estimate in accordance with §559.905, Fla. Stat. in advance of performing any work.
- b. Charging for repairs which were performed improperly.
- c. Misrepresenting the repairs that were made to the VEHICLE.
- d. Failing to return replaced parts upon request
- e. Performing unauthorized repairs

- f. Making or authorizing in any manner or by any means any written or oral statement that is untrue, deceptive, or misleading and that is known, or that by the exercise of reasonable care should be known, to be untrue, deceptive, or misleading.
- g. Making false promises of a character that was likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of a motor vehicle.
- h. Substituting used, rebuilt, salvaged, or straightened parts for new replacement parts without notice to the motor vehicle owner and to her or his insurer if the cost of repair is to be paid pursuant to an insurance policy and the identity of the insurer or its claims adjuster is disclosed to the motor vehicle repair shop.
- i. Performing other acts that specifically violate §559.920, Fla. Stat., or that constitute fraud or misrepresentation.

48. Plaintiff, BROWN, has suffered actual damages as a result of RV's violations of the Florida §§559.901, et seq., of the Florida Motor Vehicle Repair Act.

WHEREFORE AND BY REASON OF THE FOREGOING, the Plaintiff demands judgment for damages, statutory remedies available under §559.921, Fla. Stat. and other pertinent statutes, including the disgorgement of all amounts paid to RV for work performed, attorney's fees pursuant to §559.921, Fla. Stat., court costs, prejudgment interest, and such other and further relief as the Court deems proper.

COUNT IV – UNJUST ENRICHMENT

The Plaintiff, BROWN, sues the Defendant, RV, for unjust enrichment.

49. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 5 and 7 through 27 above as if set forth herein in full.

50. The Plaintiff, BROWN, conferred a benefit on the defendant, RV, by paying for their service and RV has knowledge thereof of the benefit BROWN conferred.

51. RV voluntarily accepted and retained the benefit conferred by BROWN.

52. The circumstances render RV's retention of the benefit inequitable unless RV pays BROWN the value of the benefit which RV received and retains.

53. RV has been unjustly enriched at the expense of BROWN.

54. BROWN is entitled to damages as a result of RV's unjust enrichment, including the disgorgement of all monies unlawfully accepted by RV paid by BROWN and received and retained by RV.

WHEREFORE AND BY REASON OF THE FOREGOING, the Plaintiff prays that this Honorable Court will take jurisdiction of this matter and find that RV has been unjustly enriched and award damages, losses, special damages, and such other relief to BROWN as this Court deems just, mete, and proper.

COUNT V- VIOLATION(S) OF FDUTPA
(Fla. Stat. § 501.201 et seq.)

The Plaintiff, BROWN, sues the Defendant, RV, for violations of the Florida Deceptive and Unfair Trade Practices Act (hereinafter commonly and sometimes referred to as "FDUTPA") for damages that do not exceed \$8,000.00 exclusive of attorney's fees, court costs, prejudgment interest, special and statutorily damages and relief and asserts:

55. BROWN hereby specifically incorporates by reference paragraphs 1-28 and 30 through 36, and 47, and 48 above as though fully set forth herein.

56. BROWN ("Plaintiff") brings the action against RV for violations of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) in connection with RV's representations, repairs and other conduct involving its business and business practices, together with the repairs which it purports to have performed and for other issues related to the labor, parts and materials it utilized, and the work performed for BROWN when he retained RV to secure to repairs to BROWN's 2014 Winnebago.

57. RV is a for profit Florida entity engaged in trade or commerce and engages in practices and performed repairs or related services for BROWN's VEHICLE at it prior business location between October 2024 and April 2025.

58 RV's conduct constitutes "unfair or deceptive acts or practices" actionable under Fla. Stat. §501.201 and the related provisions of the FDUTPA.

58. RV's FDUTPA violations include, without limitation, the following acts and practices:

- a. Unworkmanlike repairs: Defendant failed to perform the requested work properly, resulting in defective/noncompliant repair performance.
- b. Use of improper parts: Defendant used improper, nonconforming, and/or unauthorized parts in performing the repair.
- c. Causing new damages while performing repairs: Defendant's repair efforts caused new damage to the RV beyond the original condition.
- d. Overcharges: Defendant charged and/or sought payment for repairs and/or charges that were excessive, unauthorized, not performed and/or not properly earned based on the work actually performed.
- e. RV engages in a pattern of misrepresentations regarding its business, business practices and ability to perform those services that it purports to provide to the public and provided to BROWN.

59. BROWN suffered actual damages as a result of RV's FDUTPA violations, including:

- a. Costs incurred to repair and replace the improper/unworkmanlike repairs and/or to replace improper parts;
- b. Out-of-pocket expenses including but not limited to;
- c. Overcharged amounts, for its services.
- d. Loss of use of the RV for extended periods.
- e. Consequential damages caused by RV's conduct, in an amount to be proven at trial.

60. BROWN is entitled to relief under FDUTPA, including damages, court costs, prejudgment interest, attorney's fees, statutory and special damages, and all additional relief authorized by Fla. Stat. § 501.201 et seq., as determined by the Court.

WHEREFORE AND BY REASON OF THE FOREGOING, BROWN demands judgment against RV for damages, including actual, consequential, special and statutory, injunctive relief, together with prejudgment interest, court costs, and attorney's fees and such other and further relief as the Court deems proper.

DEMAND FOR TRIAL BY JURY

Plaintiff demands trial by jury on all issues so triable.

DEMAND FOR ATTORNEY'S FEES AND COSTS

The Plaintiff demands an award of reasonable attorney's fees and court costs upon prevailing on the foregoing matters and as appropriate.

RESERVATION TO AMEND AND SUPPLEMENT

The Plaintiff hereby reserves the right to amend and supplement this complaint as and if necessary and proper as and should more facts and information reveal additional counts and claims in this action.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my personal knowledge and belief.



By: LEN AARON BROWN

7.21.2026

Date

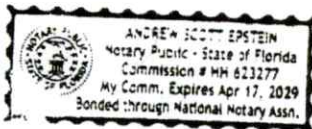
STATE OF FLORIDA

COUNTY OF LEE

SWORN to and subscribed before me on this the 21st day of July 2026, by LEN AARON BROWN

(~~—~~) who is ~~personally known to me~~ or () who produced FL DL as identification and who did take an oath.

My commission expires:





NOTARY PUBLIC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by the Florida Courts e-filing Portal, pursuant to Fla. R. Jud. Admin 2.516(b)(1), to: STEPHEN N. MCGUIRE II, ESQ., McGuire Law & Title, P.A., 5072 Annunciation Cir., Ste. 230, Ave Maria, FL 32142, smcguire@cmw.law; stephaniem@cmw.law; pleadings@cmw.law, this 22nd day of July 2026.

ANDREW S. EPSTEIN, P.A.
Counsel for Plaintiff – LEN AARON BROWN
4600 Summerlin Rd., Suite C-2524
Fort Myers, Florida 33919
Telephone: (239) 334-6666
Email: andrewepsteinlaw@gmail.com
Secondary: asebullshark@gmail.com

By: Andrew S. Epstein

ANDREW S. EPSTEIN
Florida Bar No. 959820