

**IN THE COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA** **CIVIL ACTION**

LEN AARON BROWN,

Plaintiff,

v.

Case No.: 25-SC-10379

RV DOCTOR INC.,

(New case number pending?)

Defendant.

_____ /

ANSWER AND AFFIRMATIVE DEFENSES

Defendant RV DOCTOR, INC. (the “Defendant”), by and through its undersigned counsel, hereby Answers the Plaintiff’s Verified First Amended Complaint (the “Complaint”), and asserts its Affirmative Defenses thereto, as follows:

1. Admitted
2. Admitted
3. a) Admitted; b) Admitted; c) Admitted; d) Admitted; e) Admitted; f) Admitted that RV Doctor was BBB accredited at the times applicable to the Complaint, but has since discontinued paying for the same; otherwise, denied
4. Objection—the allegations in paragraph 4 are wholly irrelevant to the above-captioned action, and are only alleged for the improper purposes of harassment and attempt to bias the Court and jury against the Defendant
5. Admitted
6. Denied that any action or inaction is the cause of damages to the Plaintiff; therefore, Denied
7. Admitted solely for the purpose of, and to the extent necessary to, maintaining venue in the above-captioned Court; otherwise, denied

8. The allegations in paragraph 8 are compound in nature, and contain assertions that, after diligent investigation, the Defendant is unable to admit or deny; notwithstanding this, it is hereby Denied that the generator in the subject vehicle had no crack, leak or damage when it was brought to the Defendant; and otherwise, without knowledge or therefore denied.
9. Admitted that the Plaintiff had the described warranty at the applicable time; the Defendant has no way of knowing whether or not the Plaintiff still has the same.
10. The allegations in paragraph 9 are compound in nature, and contain assertions that, after diligent investigation, the Defendant is unable to admit or deny; notwithstanding this, it is hereby Admitted that a walk-around was performed; Denied that the Plaintiff was not provided with a copy of the forms; denied that the Plaintiff was not provided with a copy of the estimate; otherwise, without knowledge and therefore denied.
11. The Defendant lacks the ability to know the thought process behind any decision made by the Plaintiff, and rather than speculate, denies the allegations in paragraph 10.
12. Admitted
13. Denied
14. Denied. Furthermore, this scandalous accusation would constitute libel in the absence of Florida's litigation privilege.
15. Denied. Furthermore, this scandalous accusation would constitute libel in the absence of Florida's litigation privilege.
16. Denied. Furthermore, this scandalous accusation would constitute libel in the absence of Florida's litigation privilege.
17. The allegations in paragraph 17 are compound in nature, and contain assertions that, after diligent investigation, the Defendant is unable to admit or deny; therefore, Denied

18. The allegations in paragraph 18 are compound in nature, and contain assertions that, after diligent investigation, the Defendant is unable to admit or deny; therefore, Denied. Additionally, the Defendant specifically denies the absurd allegation that “the Generator had been tested repeatedly and was functioning fine and without any issues or problems”.
19. Denied
20. The Defendant lacks the ability to know what, if anything, that the Plaintiff allegedly confirmed, and rather than speculate, denies the allegations in paragraph 10.
21. Denied that the Defendant performed any faulty repairs, installed improper parts, or performed inferior or improper work; otherwise, Denied.
22. Denied
23. Denied that the Defendant performed any faulty repairs, installed improper parts, or performed inferior or improper work; otherwise, Denied.
24. Denied that the Defendant performed any faulty repairs, installed improper parts, or performed inferior or improper work; otherwise, Denied.
25. Denied that the Defendant performed any faulty repairs, installed improper parts, or performed inferior or improper work; otherwise, Denied.
26. a) Denied; b) Denied; c) Denied; d) Denied; e) Denied; f) Denied; g) Denied; h) Denied; i) Denied
27. Denied
28. The Defendant lacks the ability to know what the Plaintiff allegedly agreed with its counsel, and rather than speculate, denies the allegations in paragraph 28.
29. The Defendant hereby specifically incorporated by reference its responses to paragraphs 1 through 28 above, as though fully set forth herein.
30. Admitted

31. Denied

32. Denied

33. Denied

34. Denied; a) Denied; b) Denied; c) Denied; d) Denied; e) Denied; f) Denied; g) Denied

35. Admitted

36. Denied that any action or inaction is the cause of damages to the Plaintiff; therefore,
Denied; a) Denied; b) Denied; c) Denied; d) Denied; e) Denied

37. The Defendant hereby specifically incorporated by reference its responses to paragraphs 1
through 27 above, as though fully set forth herein.

38. Admitted

39. Admitted

40. Admitted

41. Denied

42. Denied

43. Denied

44. Denied that any action or inaction is the cause of damages to the Plaintiff; therefore,
Denied

45. Denied that any action or inaction is the cause of damages to the Plaintiff; therefore,
Denied

46. The Defendant hereby specifically incorporated by reference its responses to paragraphs 1
through 28, and 30 through 36 above, as though fully set forth herein.

47. Denied; a) Denied; b) Denied; c) Denied; d) Denied; e) Denied; f) Denied; g) Denied; h)
Denied; i) Denied

48. Denied that the Defendant performed any faulty repairs, installed improper parts, or performed inferior or improper work; otherwise, Denied.
49. The Defendant hereby specifically incorporated by reference its responses to paragraphs 1 through 5, and 7 through 27 above, as though fully set forth herein.
50. Denied that the Plaintiff conferred any benefit upon the Defendant; paying for the service was required pursuant to the contract between the parties; otherwise, Denied
51. Denied that the Plaintiff conferred any benefit upon the Defendant; paying for the service was required pursuant to the contract between the parties; otherwise, Denied
52. Denied that the Plaintiff conferred any benefit upon the Defendant; paying for the service was required pursuant to the contract between the parties; otherwise, Denied
53. Denied
54. Denied
55. The Defendant hereby specifically incorporated by reference its responses to paragraphs 1 through 28, and 30 through 36, and 47 through 48 above, as though fully set forth herein.
56. Denied
57. Admitted
58. Denied; a) Denied; b) Denied; c) Denied; d) Denied; e) Denied
59. Denied; a) Denied; b) Denied; c) Denied; d) Denied; e) Denied
60. Denied

WHEREFORE, having fully responded to the Verified First Amended Complaint, Defendant RV DOCTOR, INC. respectfully requests that this Honorable Court enter judgment in its favor, denying all requested relief to the Plaintiff, and award the Defendant's reasonable attorney's fees and costs, together with such other and further relief as the Court deems appropriate under the circumstances.

AFFIRMATIVE DEFENSES

1. As and for its First Affirmative Defense, Defendant RV Doctor, Inc., asserts that the Plaintiff has failed to state any cause of action for which relief may be granted. Specifically, the Plaintiff entered into an agreement for covered repairs of his RV by the Defendant. the Defendant subsequently completed the repairs. The Defendant was fully aware of the cracked, poorly repaired and leaking generator oil pan when he brought the RV to the Defendant, and specifically instructed the Defendant not to repair or replace the generator, saying that he does not use it, and would simply plug the RV in, but now is attempting to use the Court to defraud the Defendant through the filing of this frivolous lawsuit.
2. As and for its Second Affirmative Defense, Defendant RV Doctor, Inc., asserts that the Plaintiff has come to the Court with unclean hands, and as a result, should be barred from any equitable relief by virtue of the above-captioned action. Specifically, the Plaintiff entered into an agreement for covered repairs of his RV by the Defendant. the Defendant subsequently completed the repairs. The Defendant was fully aware of the cracked, poorly repaired and leaking generator oil pan when he brought the RV to the Defendant, and specifically instructed the Defendant not to repair or replace the generator, saying that he does not use it, and would simply plug the RV in, but now is attempting to use the Court to defraud the Defendant through the filing of this frivolous lawsuit.
3. As and for its Third Affirmative Defense, Defendant RV Doctor, Inc., asserts the doctrine of Equitable Estoppel. Specifically, the Defendant specifically instructed the Defendant not to repair or replace the generator, saying that he does not use it, and would simply plug the RV in, but now has changed his position adverse to the Defendant, and is attempting to use the Court to defraud the Defendant through the filing of this frivolous lawsuit.

4. Defendant RV Doctor, Inc., expressly reserve the right to plead any additional affirmative defenses that may be appropriate upon completion of discovery.

JURY DEMAND

The Defendant demands trial by jury for all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing has been furnished electronic service to Andrew S. Epstein, Esq. (andrewepsteinlaw@gmail.com, asebullshark@gmail.com), on this 7th day of August 2026.

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