

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

JOHN SMITH AND CAROLYN SMITH,

Plaintiffs,

v.

Case No.:

RV DOCTOR, INC., a Florida corporation,

Defendant.

\_\_\_\_\_/

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, John Smith and Carolyn Smith (hereinafter "SMITHS"), by and through their undersigned attorney files this complaint against Defendant, RV Doctor, Inc.(hereinafter "RV Doctor"), and alleges:

**PARTIES, JURISDICTION AND VENUE**

1. This is an action for damages in excess of Fifty Thousand and One Dollars (\$50,001.00), exclusive of interest, attorney's fees, and costs, and otherwise within the jurisdiction of this Court.
2. John Smith is an individuals and is the owner of the recreational vehicle that is the subject of this action.
3. Carolyn Smith is an individual and is the owner of the recreational vehicle that is the subject of this action.
4. Upon information and belief, RV Doctor, Inc., is a Florida business entity authorized to conduct business in Lee County, Florida.
5. At all material times, RV Doctor was engaged in the business of inspecting, servicing, maintaining, and repairing recreational vehicles for compensation.

6. Venue is proper in Lee County, Florida, pursuant to section 47.011, Florida Statutes, because the transactions giving rise to this action occurred in Lee County, RV Doctor conducts business in Lee County, and the property that is the subject of this action has been wrongfully retained in Lee County.
7. All conditions precedent to maintaining this action have occurred, have been performed, or have been waived.

### **GENERAL ALLEGATIONS**

8. SMITHS owned a recreational vehicle (the "Motorhome") and entrusted it to RV Doctor for the limited purpose of diagnosing and performing agreed-upon repair work.
9. RV Doctor accepted possession, custody, and control of the Motorhome and agreed to perform repairs in exchange for compensation. RV Doctor prepared a repair estimate and invoice identifying the work to be performed and the amounts to be charged. **(Invoice Attached as Exhibit 1).**
10. In reliance upon RV Doctor's representations that the requested repairs would be completed, SMITHS authorized the work and paid RV Doctor approximately \$7,000.00 toward the repair costs. **(Invoice Attached as Exhibit 1).**
11. After accepting SMITHS' payment and retaining possession of the Motorhome, RV Doctor failed to complete the agreed repairs within a reasonable time and failed to fulfill its contractual obligations.
12. Despite repeated requests and demands by SMITHS, RV Doctor has failed and refused to return the Motorhome to its lawful owner.

13. SMITHS thereafter caused a written demand for return of the Motorhome to be made upon RV Doctor. RV Doctor nevertheless continued to retain possession of the Motorhome without legal justification.
14. SMITHS further served a pre-suit Civil Theft Demand pursuant to section 772.11, Florida Statutes, demanding the return of the Motorhome and/or payment of the damages authorized by law. RV Doctor failed to comply with that demand. **(Civil Theft Demand Attached as Exhibit 2).**
15. RV Doctor's continued possession of the Motorhome has deprived SMITHS of the use and enjoyment of their property and has caused SMITHS to sustain damages, including but not limited to:
- a. The loss of use of the Motorhome;
  - b. The loss of the funds paid for repairs;
  - c. Consequential damages associated with RV Doctor's wrongful retention of the Motorhome;
  - d. Costs incurred in attempting to recover the Motorhome; and
  - e. Additional damages to be proven at trial.
16. RV Doctor's refusal to surrender the Motorhome after repeated demands has been intentional, wrongful, and without lawful justification.
17. As a direct and proximate result of RV Doctor's acts and omissions, SMITHS has suffered damages and continues to incur damages on a daily basis.

#### **COUNT I – BREACH OF CONTRACT**

18. SMITHS reallege and incorporates by reference the allegations contained in paragraphs 1 through 17 as though fully set forth herein.

19. SMITHS and RV Doctor entered into a valid and enforceable agreement whereby RV Doctor agreed to inspect, diagnose, and perform repairs to SMITHS' Motorhome in exchange for payment.
20. The agreement was evidenced by RV Doctor's repair authorization, estimate, invoice, SMITHS' authorization to perform the work, RV Doctor's acceptance of possession of the Motorhome, and SMITHS' payment toward the agreed repairs.
21. SMITHS fully performed all obligations required under the agreement, or any remaining obligations were excused by RV Doctor's prior material breach.
22. Specifically, SMITHS delivered the Motorhome to RV Doctor, authorized the repairs, and paid approximately Seven Thousand Dollars (\$7,000.00) toward the repair costs as requested by RV Doctor. □
23. In exchange for SMITHS' performance, RV Doctor was obligated to:
  - a. Perform the agreed repairs in a competent and workmanlike manner;
  - b. Complete the repairs within a reasonable period of time;
  - c. Exercise reasonable care while the Motorhome remained in RV Doctor's custody and control; and
  - d. Return the Motorhome to SMITHS upon completion of the repairs or upon SMITHS' demand if the repairs were not completed;
24. RV Doctor materially breached the parties' agreement by, among other things:
  - a. Failing to perform all or substantially all of the agreed repair work;
  - b. Failing to complete the repairs within a reasonable time;
  - c. Retaining SMITHS' payment without providing the contracted services;
  - d. Refusing to return SMITHS' Motorhome after repeated demands; and

- e. Otherwise failing to perform its contractual obligations.
25. RV Doctor's breaches were material and deprived SMITHS of the essential benefit of the parties' agreement.
26. As a direct and proximate result of RV Doctor's breaches, SMITHS have suffered damages, including but not limited to:
- a. The amounts paid to RV Doctor for repairs not completed;
  - b. The loss of use and enjoyment of the Motorhome;
  - c. The reasonable value of substitute transportation or accommodations, where applicable;
  - d. Incidental and consequential damages resulting from RV Doctor's failure to perform;
  - e. Prejudgment interest as allowed by Florida law; and
  - f. Such additional damages as may be proven at trial.
27. SMITHS has satisfied all conditions precedent to bringing this action, or such conditions have been waived, excused, or prevented by RV Doctor's own conduct.
28. WHEREFORE, SMITHS demands judgment against RV Doctor for compensatory damages, prejudgment interest, taxable costs, and such other and further relief as the Court deems just and proper, and demands trial by jury on all issues so triable.

### **COUNT II – CONVERSION**

29. SMITHS reallege and incorporate by reference paragraphs 1 through 28 as though fully set forth herein.

30. At all times material hereto, SMITHS were and remain the lawful owners of the Motorhome that is the subject of this action and possessed the immediate right to possession thereof.
31. RV Doctor initially obtained possession of the Motorhome lawfully and with SMITHS' consent for the limited and specific purpose of inspecting and repairing the vehicle. RV Doctor's right to possession was limited to that purpose and did not confer any ownership interest or unrestricted right to retain the Motorhome.
32. After RV Doctor failed to perform the agreed repairs within a reasonable time, SMITHS demanded the immediate return of the Motorhome.
33. SMITHS made repeated oral and written demands for the return of the Motorhome. Despite those demands, RV Doctor intentionally failed and refused to surrender possession of the vehicle.
34. Upon SMITHS' demand for return, RV Doctor's lawful possession of the Motorhome terminated. Thereafter, RV Doctor knowingly and intentionally exercised unauthorized dominion and control over SMITHS' property in a manner inconsistent with SMITHS' ownership and possessory rights.
35. RV Doctor has continued to wrongfully possess, detain, and exercise dominion and control over the Motorhome without SMITHS' consent and without any lawful privilege or justification.
36. RV Doctor's conduct has substantially interfered with SMITHS' ownership rights by depriving SMITHS of possession, use, enjoyment, and control of the Motorhome for an extended period of time.

37. RV Doctor's wrongful exercise of dominion over the Motorhome has been intentional, willful, and inconsistent with SMITHS' ownership rights.

38. As a direct and proximate result of RV Doctor's conversion of the Motorhome, SMITHS have suffered damages including, but not limited to:

- a. The loss of possession and use of the Motorhome;
- b. The reasonable rental value and loss-of-use damages resulting from RV Doctor's continued detention of the Motorhome;
- c. Any diminution in the value of the Motorhome occurring while wrongfully detained by RV Doctor;
- d. The amounts previously paid to RV Doctor for repairs that were not completed;
- e. Incidental and consequential damages associated with RV Doctor's wrongful detention of the Motorhome;
- f. Prejudgment interest as allowed by Florida law; and
- g. Such additional damages as are proven at trial.

39. RV Doctor's continued refusal to return the Motorhome constitutes a continuing wrongful exercise of dominion over SMITHS' property and has caused SMITHS' damages to continue to accrue.

40. SMITHS has no adequate remedy at law to obtain the immediate return of the Motorhome other than the relief sought in this action, including the accompanying claim for replevin.

41. WHEREFORE, SMITHS respectfully request that this Court enter judgment in SMITHS' favor and against RV Doctor for compensatory damages, prejudgment interest, costs of this action, and such other and further relief as the Court deems just and proper, together with a trial by jury on all issues so triable.

### **COUNT III – CIVIL THEFT**

42. SMITHS reallege and incorporate by reference paragraphs 1 through 41 as though fully set forth herein.

43. SMITHS are and have at all material times been the lawful owners of the Motorhome that is the subject of this action and have maintained the immediate right to possession thereof.

44. RV Doctor initially obtained possession of the Motorhome lawfully for the limited purpose of performing repairs pursuant to the parties' agreement.

45. RV Doctor's authority to possess the Motorhome terminated upon SMITHS' demand for its return after RV Doctor failed to perform the agreed repairs within a reasonable time.

46. Thereafter, RV Doctor knowingly and intentionally retained possession of the Motorhome without SMITHS's consent and without any lawful claim of right.

47. RV Doctor has intentionally exercised unauthorized dominion and control over SMITHS' Motorhome with the intent to appropriate the property to its own use, deprive SMITHS of the use and benefit of the property, or otherwise permanently or temporarily deprive SMITHS of a right to the property or a benefit therefrom, within the meaning of section 812.014, Florida Statutes.



48. Prior to filing this action, SMITHS served RV Doctor with a written demand pursuant to section 772.11, Florida Statutes, demanding the return of the Motorhome and/or payment of the damages authorized by law.
49. More than thirty (30) days have elapsed since service of the statutory demand, and RV Doctor has neither returned the Motorhome nor complied with the statutory demand.
50. RV Doctor's continued retention of the Motorhome after repeated demands and after receipt of the statutory civil theft demand constitutes evidence of RV Doctor's knowing and intentional deprivation of SMITHS' property.
51. As a direct and proximate result of RV Doctor's civil theft, SMITHS have suffered damages, including but not limited to:
- a. The fair market value of the Motorhome, if it cannot be returned;
  - b. Loss of use of the Motorhome;
  - c. Loss of the monies previously paid to RV Doctor;
  - d. Incidental and consequential damages;
  - e. Costs incurred in attempting to recover the Motorhome; and
  - f. Such additional damages as may be proven at trial.
51. Pursuant to section 772.11, Florida Statutes, SMITHS are entitled to recover treble damages, together with reasonable attorney's fees and taxable costs, upon proof of the statutory claim.

52. WHEREFORE, SMITHS demand judgment against RV Doctor for actual damages, treble damages as provided by section 772.11, Florida Statutes, reasonable attorney's fees, taxable costs, prejudgment interest where applicable, and such other relief as the Court deems just and proper, together with trial by jury on all issues so triable.

#### **COUNT IV – REPLEVIN**

53. SMITHS reallege and incorporate by reference paragraphs 1 through 52 as though fully set forth herein.

54. SMITHS are the lawful owners of the Motorhome and are entitled to its immediate possession.

55. RV Doctor presently possesses or controls the Motorhome and has wrongfully detained it despite repeated demands for its return.

56. RV Doctor's continued possession of the Motorhome is without SMITHS' consent and without lawful justification.

57. The Motorhome has unique value to SMITHS, and monetary damages alone are inadequate to fully compensate SMITHS for the continuing deprivation of possession and use of the vehicle.

58. SMITHS have demanded possession of the Motorhome on multiple occasions, but RV Doctor has failed and refused to surrender possession.

59. SMITHS have complied, or will comply prior to issuance of any writ, with the requirements of Chapter 78, Florida Statutes, including filing a verified affidavit and posting any bond required by the Court.

60. SMITHS are entitled to immediate possession of the Motorhome pending final adjudication of this action.

61. Unless the Motorhome is immediately recovered through issuance of a prejudgment writ of replevin, SMITHS will continue to suffer irreparable harm, including the continued loss of use of the vehicle, possible deterioration in its condition, and the risk that the vehicle may be transferred, concealed, damaged, or otherwise placed beyond the reach of this Court.

62. SMITHS have no plain, adequate, or complete remedy at law that will afford the immediate return of the Motorhome.

63. WHEREFORE, SMITHS respectfully request that this Court:

a. Issue a prejudgment Writ of Replevin directing the Sheriff of Lee County to take possession of the Motorhome and deliver it to SMITHS in accordance with Chapter 78, Florida Statutes;

b. Upon final hearing, enter judgment awarding SMITHS permanent possession of the Motorhome;

c. Alternatively, if the Motorhome cannot be returned, award SMITHS its fair market value together with all damages authorized by law;

d. Award SMITHS prejudgment interest, taxable costs, and such other relief as the Court deems just and proper; and

e. Grant such additional legal and equitable relief as justice requires.

**DEMAND FOR JURY TRIAL**

SMITHS demand trial by jury on all issues so triable as a matter of right.

**DESIGNATION OF E-MAIL ADDRESSES PURSUANT  
TO FLORIDA RULE OF JUDICIAL ADMINISTRATION 2.516**

Plaintiff, by and through his undersigned attorneys, files this Designation of E-mail  
Addresses pursuant to Florida Rule of Judicial Administration 2.516 as follows:

Primary E-mail Address: [ekdservice@smd.law](mailto:ekdservice@smd.law)

The Certificate of Service for all future filings in the instant matter should reflect the  
above e-mail address.

Dated this 20th day of July, 2026.

**SYPRETT MESHSHAD & DuBOSE**

1900 Ringling Blvd.  
Sarasota, FL 34236  
941-366-8888  
941-954-7777 Facsimile  
Attorneys for Plaintiffs

/s/ E. Keith DuBose\_\_\_\_\_.

E. Keith DuBose

Florida Bar No. 0084999

***Service Email:*** [ekdservice@smd.law](mailto:ekdservice@smd.law)

*For service of court documents only.*

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12/6/21, 4:14 PM

John\_Smith\_Work\_order\_invoice.jpg (1700x2338)

Exhibit 1

[illegible]

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# INVOICE

#8287155477725568456

**From: RV Doctor**

16140 Lee Rd #140, Fort Myers, FL, USA

**Bill To: John Smith**1181 Seacrest Drive Northwest, Port Charlotte,  
FL, USA**Date of Issue**  
12/10/2021**Due Date**  
12/10/2021**Balance Due**  
\$4,921.60 USD

| Item                                                        | Price      | Quantity | Tax                        | Total      |
|-------------------------------------------------------------|------------|----------|----------------------------|------------|
| New Hercules Tires                                          | \$564.88   | 8        | Florida Sales<br>Tax(8.5%) | \$3,389.28 |
| Labor to Mount & Balance 4 tires                            | \$148.00   | 8        | Florida Sales<br>Tax(8.5%) | \$888.00   |
| New rear Dometic AC unit<br>( part # 651815HX1CO-01 )       | \$1,627.67 | 1        | Florida Sales<br>Tax(8.5%) | \$1,627.67 |
| Labor to R&R AC unit                                        | \$148.00   | 2.5      | Florida Sales<br>Tax(8.5%) | \$370.00   |
| New control Box for Front AC unit<br>( part # 3312022.000 ) | \$198.55   | 1        | Florida Sales<br>Tax(8.5%) | \$198.55   |
| New Slide topper Acrylic<br>( part # 83108802CQ180 )        | \$358.15   | 1        | Florida Sales<br>Tax(8.5%) | \$358.15   |
| Labor to Install new control box in front AC                | \$148.00   | 1.8      | Florida Sales<br>Tax(8.5%) | \$222.00   |
| Labor to Install new slide topper fabric assy               | \$148.00   | 2.8      | Florida Sales<br>Tax(8.5%) | \$370.00   |
| Labor to Repair Clear Coat on front end of unit             | \$2,250.00 | 1        | Florida Sales<br>Tax(8.5%) | \$2,250.00 |
| Shop Supplies                                               | \$375.00   | 1        | Florida Sales<br>Tax(8.5%) | \$375.00   |
| New Dryer complete                                          | \$424.82   | 1        | Florida Sales<br>Tax(8.5%) | \$424.92   |
| Labor to Install new Air dryer complete                     | \$148.00   | 4.7      | Florida Sales<br>Tax(8.5%) | \$885.60   |
| Shipping                                                    | \$25.00    | 1        | Florida Sales<br>Tax(8.5%) | \$25.00    |

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Subtotal

\$11,194.17 USD

| Item | Price | Quantity | Tax                       | Total           |
|------|-------|----------|---------------------------|-----------------|
|      |       |          | Florida Sales Tax<br>8.5% | \$727.63 USD    |
|      |       |          | Grand Total               | \$11,921.80 USD |
|      |       |          | Amount Paid               | \$7,000.00 USD  |
|      |       |          | Balance Due               | \$4,921.80 USD  |

**Notes:**

1999 Holiday Rambler  
 • New Tires, Hercules, plus labor to R&R  
 • Parts & Labor to repair clear coat on front of unit  
 • New Rear Bedroom AC unit, plus labor to R&R  
 • New Control box for front of AC  
 • New Slide topper fabric replacement - plus labor to R&R  
 • New Dryer kit, plus labor to R&R  
 ( Please note, have to start with Rebuilt kit, might be additional items )  
 Fabric for Slide topper is on back order for 4-6 weeks

Powered by Thrvy

Merchant ID: 0638  
Term ID: 001

### Phone Order

XXXXXXXXXXXX5361

VISA

Entry Method: Manual

Total: \$ 3,500.00

12/10/21

09:34:54

Inv #: 000002

Appr Code: 07734C

Approved: Online

Batch#: 344001

CVV2 Code: MATCH N

Retrieval Ref. #: 10100000

I agree to pay above total amount  
according to card issuer agreement  
(Merchant agreement if credit voucher)

John Smith

Merchant Copy  
INVESTMENT

RV DOCTOR  
16149 LEE RD SUITE 149  
FORT MYERS, FL 33912  
(239) 277-1239

Bank ID: 6011  
Merchant ID: 0638  
Term ID: 001

### Phone Order

XXXXXXXXXXXX4438

VISA

Entry Method: Manual

Total: \$ 3,500.00

12/10/21

09:34:15

Inv #: 000002

Appr Code: 05348C

Approved: Online

Batch#: 344001

CVV2 Code: MATCH N

Retrieval Ref. #: 10100000

I agree to pay above total amount  
according to card issuer agreement  
(Merchant agreement if credit voucher)

John Smith