STATE OF NORTH CAROLINA WAKE COUNTY	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION FILE NO. 25CV035775-910
STATE OF NORTH CAROLINA *ex rel.* JEFF JACKSON, Attorney General, Plaintiff, v. BACKYARD LEISURE, LLC and ROBERT A. MOSHER, individually and in his capacity as Owner and Manager of BACKYARD LEISURE, LLC, Defendants.	**COMPLAINT** **MOTION FOR PRELIMINARY INJUNCTION**

Plaintiff, State of North Carolina, *ex rel.* Jeff Jackson, Attorney General (the "State" or "Plaintiff"), brings this action against Backyard Leisure, LLC and Robert A. Mosher ("Defendants"), pursuant to the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq*. In support of its Complaint, Plaintiff alleges as follows:

INTRODUCTION

Defendant Backyard Leisure, LLC sells and installs swim spas, hot tubs, and inground pools in North Carolina. Defendant Robert A. Mosher is the Owner and Manager of the business. Defendants have deceived and taken unfair advantage of North Carolina consumers by collecting substantial sums of money in advance for these products and failing to deliver the product, failing to complete installation, and repeatedly misleading consumers about delivery and installation dates. In short, Defendants have been deceptive and unfair in their dealings with consumers, and Defendants' business practices violate the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq*. The State seeks preliminary and permanent injunctive relief against Defendants, restitution for consumers, civil penalties, attorney fees, and other relief.

Electronically Filed Date: 10/8/2025 12:17 PM Wake County Clerk of Superior Court

PARTIES, JURISDICTION, AND VENUE

1. The State of North Carolina, acting by and through its Attorney General, Jeff Jackson, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Defendant Backyard Leisure, LLC ("Backyard Leisure") is a North Carolina limited liability company with a business address of 5150 Industrial Park Drive, Kernersville, NC 27284.

3. Defendant Robert A. Mosher ("Mosher") is an adult resident of North Carolina. He resides at 101 Kelvdon Drive, Kernersville, NC 27284, and his business address is 5150 Industrial Park Drive, Kernersville, NC 27284. Mosher has owned, operated, and managed Defendant Backyard Leisure at all times relevant to this action.

4. This Court has personal jurisdiction over Defendants.

5. This Court has subject matter jurisdiction over this dispute.

6. Venue is proper in Wake County based on the Attorney General's election under N.C. Gen. Stat. § 75-14.

FACTUAL ALLEGATIONS

Defendants' General Business Operations

7. Backyard Leisure advertises its products and installation services online. The company also solicits consumers at store locations.

8. Backyard Leisure's online presence consists of a primary website, https://spapoolbilliards.com/ (the "website"), and websites linked to the individual stores.

9. Until recently, Backyard Leisure operated three stores: in Concord, Raleigh, and Kernersville, North Carolina. Upon information and belief, the Concord store -- located at 7730 Bruton Smith Blvd. #101, Concord -- closed between mid-August and early October of 2024, while

the Raleigh store -- at 3612 Spring Forest Road, Raleigh -- closed between May and late July of 2025. The Kernersville store (at 5150 Industrial Park Drive, Kernersville) remains open.

10. The website states that the company has "two principle (sic) owners." This representation is incorrect, as Defendants, through their attorney, disclosed to the State that Defendant Mosher (who goes by the name "Alan" Mosher) became the sole principal of Backyard Leisure in early 2023. Mosher's status as sole principal is borne out by Backyard Leisure's most recent Annual Report filed with the North Carolina Secretary of State; this filing (in March 2024) identifies only one company official -- Mosher -- and lists his title as "Manager."

11. On the website, Backyard Leisure claims that, since its founding in 2010, it has focused on selling and installing high-end products with a reduced reliance on subcontractors and an emphasis on strong customer service. Referring to the company's founding and ongoing business model, the website states:

> [Backyard Leisure was] also going to do something unheard of in the pool and spa industry, deliver and build everything they sold with actual employees. See, even today, 90% of pool and spa stores use subcontractors to deliver and build the product they sell. But not Backyard Leisure. ALL of their crews are employees, with company trucks, company phones and company credit cards. They are all covered under Backyard Leisure's Worker Compensation and General Liability as well. Most pool and spa retailers don't do this for a simple reason, it is very expensive. Backyard Leisure does it this way for one reason and one reason only, piece (sic) of mind. Piece (sic) of mind for them and piece (sic) of mind for their customers. We know the people who are at your home. We know what time they left the warehouse and we know when they complete your job. In the event that something happens, and unfortunately it does, everything is covered. There are times that we do have to use subcontractors, but they are for certain aspects of your job, electricians, retaining wall companies and large concrete jobs. These portions of the job fall outside our expertise. However, we have vetted these companies and are listed on their insurance policies.
>
> Backyard Leisure utilizes the latest software for scheduling. Any representative of Backyard Leisure can login to our system and see pictures of jobs, dates of completion, notes about any issues and all

> of the customers contact information. This is extremely helpful, especially considering the volume of product we install every year. ….
>
> All of this is crucial is (sic) providing the smoothest and easiest installations possible. This is major construction and there will always be the potential for delays, but we work every year to add to our already stellar install department to minimize them and shorten them. Again, very few people in the pool and spa industry invest this kind of money for the satisfaction of their customers.
>
> This desire to provide the best possible experience for a customer is also in the retail stores themselves. When you visit a Backyard Leisure location, you will be happy to know that all sales staff has been trained by the manufacturers of the products we sell. They also receive quarterly training on anything new the factory maybe (sic) producing as well as continuing education to stay fresh on the products.

12. As set forth below, Defendants have failed entirely to deliver on this business model. Contrary to their promises, Defendants do not "minimize" delays but rather subject many consumers to lengthy and sometimes interminable delays. Many consumers experience the worst, not the best, of customer service, including installations that are decidedly not "smooth and easy." Some consumers never do receive the product they paid for, despite waiting months and even years and despite Defendants' repeated promises that delivery and installation will soon take place.

Backyard Leisure Enters into Agreements with Consumers and Collects Payment

13. Consumers typically find Backyard Leisure through the website and visit a store. They speak with a sales representative, peruse different models, and ultimately enter into a written agreement to purchase a particular model of hot tub, swim spa, or inground pool.

14. Defendants execute different written agreements with consumers depending on the product. For inground pools, Backyard Leisure requires consumers to sign a contract and a "Sales Order." The Sales Order identifies the pool package, cost, and equipment included in the package,

such as vacuum, lighting, ladder, filter, and pumps. For swim spas and hot tubs, the agreement consists of a Sales Order (also called an "Invoice") and a "Delivery and Installation Agreement."

15. When consumers enter into an agreement and make payment, Backyard Leisure gives them an expected time frame for delivery. The time frame varies. Typically, consumers are told the delivery window begins as soon as two months and as long as nine months after the date the contract was signed. The window itself can be quite broad, from two to five months.

16. Backyard Leisure usually confirms the time frame for delivery in the Sales Order or Invoice, and a company sales representative verbally promises the same delivery window. In instances where the Sales Order/Invoice neglects to include a delivery time frame, the sales representative promises that Backyard Leisure will deliver the product within a certain time frame.

17. The contract for inground pools contains an arbitration provision, which states:

> ARBITRATION: It is hereby understood that any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach thereof shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association. The award of the Arbitrators shall be final and binding. This agreement and any dispute relating thereof shall be Arbitrated in and construed under the laws of the State of North Carolina. It is understood that the seller and only the seller is entitled to request any type of arbitration. Interest accrues on balances unpaid more than 30 days, at 18% per annum. If arbitration/legal action is necessary to collect monies owed, Buyer is responsible for Backyard Leisure's reasonable attorney fees and costs.

This provision is unconscionable because it leaves the consumer without a legal remedy for Backyard Leisure's breach of contract. The provision requires the consumer to arbitrate any dispute involving the contract but gives Backyard Leisure and only Backyard Leisure the right to request arbitration. As a result, the consumer is prohibited from filing suit and is also prevented from arbitrating the dispute unless Backyard Leisure requests arbitration. And of course, Backyard

Leisure would have no reason to arbitrate a dispute when the basis of the dispute is the company's breach of contract, which, as set forth below, frequently occurs.

18. Through its sales representatives, Backyard Leisure demands payment when the contract is signed. Specifically, sales representatives often demand or strongly recommend that the consumer pay the full cost of delivery and installation upon signing, telling the consumer that full payment will yield the best price and/or result in an earlier delivery and installation.

19. Sales representatives also tell some consumers that payment in full is necessary upon signing because otherwise Backyard Leisure cannot order the product from the manufacturer.

Backyard Leisure's Pattern and Practice of Taking Unfair Advantage of and Deceiving Consumers

Hot Tubs and Swim Spas

20. After collecting full payment in advance, Backyard Leisure routinely fails to deliver hot tubs and swim spas within the promised time frame.

21. After failing to deliver the hot tub or swim spa on time, Backyard Leisure promises another delivery date but again fails to deliver. Then another date is promised, and another. This pattern of repeated promises followed by non-delivery is the norm for many consumers who purchase hot tubs or swim spas from Backyard Leisure.

22. Many consumers wait months or even years beyond the initial delivery window, and some consumers never do receive the hot tub/swim spa despite making full payment for delivery and installation in advance, and despite Defendants' promise that full payment will result in an earlier delivery and installation date.

23. In multiple instances, Backyard Leisure has failed to pay the manufacturer of the hot tub or swim spa despite collecting full, advance payment from the consumer and telling the

consumer they needed to pay in full so that Backyard Leisure could order the product from the manufacturer.

24. Consumers reach out to Defendants as they grow increasingly frustrated by the delayed (or nonexistent) delivery of their hot tub or swim spa. Many consumers report that when they try to contact Backyard Leisure, company representatives fail to respond to the consumers' repeated phone messages, texts, or emails, or else respond intermittently. Representatives working in one store also falsely told at least consumer that a different store handled distribution orders.

25. When Backyard Leisure does respond, it frequently blames the manufacturer for the delay, when in fact Backyard Leisure is responsible for the delay because it failed to pay the manufacturer after collecting full payment from the consumer.

26. Upon information and belief, Backyard Leisure also misled or outright lied to one consumer in an effort to collect full payment up front. This consumer wanted to finance her purchase of a hot tub, an option that Backyard Leisure offers. The store representative pressured the consumer to pay the full purchase price by check after telling her she had been denied in-house financing and that the store terminals were unable to complete the dial-through necessary for the consumer to instead make the first partial payment by credit card. Upon information and belief, the store representative's claims about the denial of financing and the malfunctioning terminals were false.

27. Defendants have reneged on their promise to fully refund consumers who paid the full purchase price in advance for a swim spa and never received the product. In two instances, Defendants promised to refund the monies through installment payments made over a short period of time. One consumer received nothing, while another received the first installment payment (totaling approximately 12.5% of the full purchase price) but nothing thereafter. A third consumer,

who paid over $40,000 for a swim spa, demanded a full refund but instead was offered a refund of only $100.

Inground Pools

28. Backyard Leisure frequently fails to deliver and install inground pools within the contractually promised time frame. Thereafter, the company follows a pattern (similar to hot tubs and swim spas) whereby it promises to deliver/install on subsequent dates but fails to show up on those dates and often fails to respond to consumers' calls, texts, and emails.

29. After substantial delays, Backyard Leisure does typically deliver and install the pool shell. However, the installation is often incomplete, as Backyard Leisure fails to pour the surrounding concrete and fails to do the electrical work and install the equipment necessary for the pool to be operational.

30. Defendants have blamed the delay in installing the equipment on the equipment manufacturer, when in fact the manufacturer was not responsible for the delay.

31. Backyard Leisure has installed pools but failed to pay subcontractors, including an electrician, equipment installer, concrete service provider, and company that installs pool covers. This failure to pay subcontractors further delays consumers' ability to use their pool because often the subcontractors will not do the work unless they have been paid. When a subcontractor does do the work but is not paid, Backyard Leisure's failure to pay subjects consumers to a potential subcontractor's lien per N.C. Gen. Stat. § 44A-18. Two consumers report that a subcontractor did file a lien on their property after Defendants failed to pay the subcontractor.

32. Because Backyard Leisure fails to return (or returns months later) to install the pool equipment, consumers are left with a pool that, in addition to being unusable, is unsightly, unsafe, and that can cause damage to the surrounding property. Multiple consumers report that after their

pool was installed and filled with water, the lack of a filter and pumps caused the water to become a fetid breeding ground for tadpoles and mosquitos.

33. Because Backyard Leisure sometimes fails at all to install the pool equipment, many consumers are forced to hire their own contractors to complete the installation (such as an electrician and concrete service provider). These consumers therefore pay twice for the work and equipment -- first to Backyard Leisure, under the terms of the contract, and then to the contractors.

Defendant Mosher's Role in
Taking Unfair Advantage of and Deceiving Consumers

34. In addition to being the sole principal of Backyard Leisure, Defendant Mosher plays an active role in the business operations. He interacts with consumers and is aware of, and has played a direct role in, many of the unfair and deceptive practices described in this Complaint. Mosher's role and unfair and deceptive acts include: (1) communicating with consumers about Backyard Leisure's delivery schedule; (2) falsely telling one consumer that the company would refund his full payment (no refund payment was made); (3) failing to respond to one consumer who sent Mosher a letter demanding a full refund; (4) falsely promising to pay the balance that Backyard Leisure owed to a subcontractor after the subcontractor filed a lien on the consumer's property due to Backyard's Leisure failure to pay an outstanding balance; and (5) ordering at least one product, a hot tub, under his personal name rather than through Backyard Leisure.

35. Moreover, as set forth immediately below, Mosher was directly involved in, but eventually abandoned, the process through which the Consumer Protection Division ("Consumer Protection") in the North Carolina Department of Justice attempted to work with Backyard Leisure's attorney to resolve consumer complaints submitted to Consumer Protection. As described below, Mosher failed to resolve many of the outstanding consumer complaints, failed to follow through on promised resolutions, and ultimately ceased working with Consumer Protection

to resolve complaints, despite the considerable efforts of Consumer Protection and Backyard Leisure's attorney.

Efforts to Resolve
Consumer Complaints

36. When Consumer Protection receives a consumer complaint about a business, it sends the complaint to the business and asks for a written response. This begins the process of informal dispute resolution: the hope (and expectation) is that the business will respond, leading to discussion between the parties that results in resolution of the matter.

37. In February 2024, Consumer Protection began receiving numerous consumer complaints concerning Backyard Leisure's failure to deliver hot tubs and swim spas after collecting full payment in advance.

38. Consumer Protection followed the above-described process, sending these complaints to Backyard Leisure and asking the business to respond.

39. Backyard Leisure retained counsel to respond to the complaints. On July 12, 2024, at Consumer Protection's initiative, Consumer Protection and Backyard Leisure's attorney met via Microsoft Teams to discuss resolution of the complaints. As of the date of that call, Consumer Protection had received seventeen complaints against Backyard Leisure since February 2024.

40. Following the call, Backyard's Leisure's attorney sent Consumer Protection a letter (on July 22, 2024) that confirmed the company's commitment to resolving the complaints and made clear that Mosher, as the sole principal of the business, would directly participate in resolving the complaints. The letter states in part:

> By way of history, BL [Backyard Leisure] was co-founded and owned by two 50% partners – Alan Mosher and Chris Scott. Mr. Scott was located in the Raleigh area and responsible for all stores, pricing, promotions, and sales. Mr. Mosher was/is located in the Greensboro area and was responsible for installations, insurance audits/renewals, and estimating budget costs for materials and labor.

> In early 2023, Mr. Mosher agreed to buy out Chris Scott's ownership of the company.
>
> ….
>
> The company and Mr. Mosher understand the need to promptly deliver the products and services to these customers as promised and intend to do so. To that end, the company has taken or will take the following actions (in addition to those already taken, as outlined above):
>
> 1. The remaining principal owner is now directly involved with orders subject to the complaints submitted to the Attorney General's Office.
>
> …..
>
> 11. The pool installation side of the company, entirely managed by Mr. Mosher before and since the buyout, is doing well and BL is cash positive for the first time in several years.
>
> ….
>
> 12. ….[Backyard Leisure] will confirm all outstanding orders are ready to ship, charter a truck or use the manufacturer for direct shipment where available, and immediately schedule customer installation until all outstanding complaints are resolved.
>
> 13. The company will stay in contact with the Attorney General's Office to ensure regular updates are given on customer orders. To that end, BL proposes that they provide monthly updates to the AG's office until all outstanding complaints are resolved.

41. By September 2024, Defendants had resolved some of the complaints. However, Consumer Protection continued to receive new complaints, including some regarding Backyard Leisure's failure to complete installation of inground pools. Consumer Protection therefore set up another Teams meeting with Backyard Leisure's attorney on September 16, 2024. In that meeting, Consumer Protection asked for a firm date by which Defendants would resolve all outstanding complaints. After conferring with his client, Backyard Leisure's counsel responded that his client believed it could resolve all complaints by Thanksgiving 2024.

42. Defendants failed to resolve all the outstanding complaints by Thanksgiving, and by winter, a clear pattern had emerged: While Defendants were resolving some complaints, additional consumers were experiencing the same problem of non-delivery of swims spas and hot

tubs and were submitting complaints to Consumer Protection. Accordingly, on January 16, 2025 -- at which point there were still thirteen unresolved complaints -- Consumer Protection sent counsel a letter expressing frustration with Defendants' failure to deliver the product or provide a refund:

> Twelve of these consumers paid the full purchase price … up-front, yet they are still waiting on delivery … or a refund.… The wait time experienced by these consumers is unacceptable. For example, you will note that the Balogs have been waiting since 2021, while five consumers have been waiting since 2023.
>
> I know that you have worked hard to resolve these matters. We appreciate your efforts and your candor in sharing some of the difficulties that your client has been dealing with. However, those difficulties do not excuse your client's continuing failure to make consumers whole. We are also troubled by the lack of communication from your client, *viz*., we have no way of knowing if the delivery or refund has been made unless we contact the consumer or the consumer contacts us; as discussed, we need to be kept apprised about delivery dates, delays after the promised delivery does not occur, and the reasons for the delays.

43. A Teams call on January 22, 2025 followed, in which Backyard Leisure's attorney conveyed specific dates by which his client promised to deliver the product or refund the consumer's payment. Despite Defendants' promises, many of the thirteen consumers did not receive their product or refund. And, Consumer Protection continued to receive new complaints against Backyard Leisure.

44. Consumer Protection therefore circled back to Backyard Leisure's counsel through calls on June 13 and July 18, 2025. In the first call, counsel stated that he had not received any updates from his client. In the second call, the message was the same: Defendants were not in communication with their attorney.

45. Upon information and belief, since July 18, 2025, no consumer who has been waiting on a refund or delivery of a hot tub or swim spa has received the refund or delivery.

46. Since 2024, Consumer Protection has received fifty-three complaints about Backyard Leisure. At present, twenty-one complaints remain unresolved, and Consumer Protection is still receiving new complaints. Eight of these complaints involve Defendants' failure to deliver a hot tub or swim spa or refund the consumer's payment as promised; the remaining complaints concern Defendants' failure to install equipment for inground pools.

47. The total losses claimed by these twenty-one consumers is $526,383.46.

48. The affidavit of Julie Daniel, an Investigator in the Consumer Protection Division, which attests to consumer complaints received by the North Carolina Department of Justice against Defendants and the above-described attempts to resolve the complaints, is attached as Exhibit 8 and incorporated herein by reference.

Consumer Affidavits

49. The affidavits of seven consumers who submitted complaints to the North Carolina Department of Justice are attached to this Complaint and incorporated herein by reference. Their experiences are summarized as follows:

Experience of April Dennis

50. April Dennis, a 71-year-old resident of Stanfield, NC, purchased a swim spa from Backyard Leisure in October 2023. She paid the full purchase price of $42,349.64 by check after a sales representative told her Backyard Leisure required full payment in order to order the spa from the manufacturer. Backyard Leisure told her delivery would occur in approximately nine months, but, to date, has failed to deliver the swim spa. After repeatedly requesting a full refund, Ms. Dennis was sent an electronic refund receipt of $100.00. She did not bother to try to figure out how to access the refund because she found the offer insulting. The affidavit of Ms. Dennis,

summarizing the complaint she submitted to the Consumer Protection Division, is attached as Exhibit 1 and incorporated herein by reference.

Experience of Joe Balog

51. Joe Balog, age 51, lives with his wife in Salisbury, NC. In the spring of 2021, he and his wife purchased a swim spa from Backyard Leisure, paying the full purchase price of $39,913.93 after being told they had to do so. Backyard Leisure promised delivery between December 2021 and January 2022. After that time came and went with no delivery, Mr. Balog began calling the store. Often, his calls were not returned, and on other occasions the store representative promised delivery within 6-8 weeks. Years went by without delivery, so Mr. Balog submitted a complaint to the Consumer Protection Division (in early 2024). Mr. Balog was encouraged when Alan Mosher finally called him in January 2025 and told him that Backyard Leisure would refund him $40,000 through installment payments by March 31, 2025. Despite that promise, Backyard Leisure failed to pay Mr. Balog any refund, and the swim spa remains undelivered. The affidavit of Mr. Balog, summarizing the complaint he submitted to the Consumer Protection Division, is attached as Exhibit 2 and incorporated herein by reference.

Experience of Jason Aylward

52. Jason Aylward, age 46, lives with his wife and daughter in Raleigh, NC. In June 2023, he purchased a swim spa from Backyard Leisure. The original price of the swim spa excluding tax was $42,900, but Backyard Leisure discounted the total cost (including tax) to the same amount. Mr. Aylward paid the full amount by check. After a year passed with no delivery (and after multiple phone calls from Mr. Aylward), Backyard Leisure gave him the option of canceling his order and receiving a full refund, which Mr. Aylward elected to do. However, Backyard Leisure failed to pay any refund, and Mr. Aylward subsequently learned from the spa

manufacturer that the spa had been built and was sitting in a warehouse but could not be shipped because Backyard Leisure had failed to pay the manufacturer. Then, in January 2025, through the intercession of the Consumer Protection Division, Backyard Leisure promised to give Mr. Aylward a total refund by May 2025, through installment payments. Mr. Aylward received the first payment of $5,000 in March 2025 but nothing thereafter. The affidavit of Mr. Aylward, summarizing the complaint he submitted to the Consumer Protection Division, is attached as Exhibit 3 and incorporated herein by reference.

Experience of Jasemin Celik

53. Jasemin Celik, age 52, lives in Raleigh, NC. In March 2024, she purchased a hot tub from Backyard Leisure for $18,338.78. She wanted to finance the purchase through Backyard Leisure's in-house financing option but was told by a sales representative in the store that her attempt to finance had been declined (despite her high credit score). She therefore tried to pay the first installment by credit card, but that didn't work, so she tried a second credit card, which also didn't work. The sales representative claimed that the reason the payments had not worked was because the store terminals were unable to complete the dial-through to the credit card providers. The representative then pressured Ms. Celik to pay the full purchase price in full, by check. She did so and received a call from her bank 45 minutes later telling her the check had been cashed. Eighteen months have passed, and Ms. Celik still has not received her hot tub. During this time, she contacted the manufacturer and learned that Backyard Leisure had failed to pay the manufacturer. Also during this time, Backyard told her it was awaiting shipment of the hot tub, which Ms. Celik deduced could not be true because the manufacturer had not been paid and therefore there could be no impending shipment. The affidavit of Ms. Celik, summarizing the

complaint she submitted to the Consumer Protection Division, is attached as Exhibit 4 and incorporated herein by reference.

Experience of Cynthia Marie Belcher

54. Cynthia Marie Belcher is 60 years old and lives with her husband in Clayton, NC. In September 2024, she and her husband purchased an inground pool from Backyard Leisure for $73,325. They were assured the pool would be completed by February 2025. They made three installment payments totaling $69,658.75, and the fiberglass shell was installed and filled with water in February. However, Backyard Leisure failed to return to do the electrical work and install the equipment necessary to make the pool operational (including the pump, filter, lights, and ladders). Since February, Ms. Belcher and her husband have visited the store at least 20 times and called Backyard Leisure and Mosher to try to get the work finished, but to no avail. The pool remains unfinished and unusable; and, without pumps and a filter, the water, as Ms. Belcher describes it, is "nasty." The affidavit of Ms. Belcher, summarizing the complaint she submitted to the Consumer Protection Division, is attached as Exhibit 5 and incorporated herein by reference.

Experience of Jody Rodriquez

55. In September 2024, Jody Rodriquez, a 60-year-old disabled veteran, paid Backyard Leisure the full purchase price of $52,500 for an inground pool. She did so -- paying by check -- because she was told that full payment would bump her up in the delivery queue, meaning her pool would be fully installed by Thanksgiving 2024. Backyard Leisure kept pushing back the delivery date, finally installing the pool shell in March 2025. However, after promising to return in 2-3 weeks to pour the surrounding concrete, Backyard Leisure waited until June 11, 2025 to do so. As a result, her yard and house foundation began eroding and washing away with each rain, and the artificial turf in her yard sustained irreparable damage (she was given an estimate of $15,000 to

replace the turf). Backyard Leisure returned on September 8, 2025 to install the pumps, but Ms. Rodriquez is still unable to use her pool because Backyard Leisure has yet to do the electrical work that makes the pumps function. Adding insult to injury, the water in the pool soon became (and remains to this day) filthy, laden with algae, and a breeding ground for tadpoles and mosquitoes, the latter of which is dangerous to Ms. Rodriquez's five dogs, two of which have fallen in the water. Ms. Rodriquez's affidavit, summarizing the complaint she submitted to the Consumer Protection Division, is attached as Exhibit 6 and incorporated herein by reference.

Experience of Rebecca Yingling

56. Rebecca Yingling, age 41, lives in Sanford, NC with her children and husband, a disabled veteran. The couple wanted to buy an inground pool for the kids to use by the summer of 2024, and Mr. Yingling hoped that pool therapy would prove helpful. On June 9, 2024, Ms. Yingling signed a contract with Backyard Leisure to purchase a pool for $101,952.18, payable in installments. She did so based on the sales representative's assurance that the pool would be operational by September 2024. Permit issues delayed the installation date to November 2024. The pool shell was installed, but Backyard Leisure stopped work in December, claiming they were waiting on a delayed equipment delivery (including the pumps, filter, and heater). In the meantime, the Yinglings paid an additional $3,000 for a water heater after Backyard Leisure told them it had ordered the wrong heater and the correct heater cost this additional amount. Backyard Leisure returned and poured concrete in January 2025, but then abandoned the project until the late summer of 2025, waiting until August 19 to install the equipment. However, electrical work was needed to operate the pumps, so the Yinglings paid an electrician $4,655 to do the work that Backyard Leisure was supposed to take care of. Backyard Leisure finally cleaned the pool on August 28, making the pool operational. Between January and August 2025, the pool water turned green with

algae, and mosquitoes and tadpoles proliferated. During this time, Ms. Yingling called, texted, and emailed Backyard Leisure many times to try to get them to finish the project. Her affidavit includes text and email exchanges with Mosher, who refused to provide a date when the equipment would be installed. Ms. Yingling's affidavit, summarizing the complaint she submitted to the Consumer Protection Division, is attached as Exhibit 7 and incorporated herein by reference.

Defendants' Acts Have Impacted Commerce in North Carolina

57. Defendants have engaged in the above-alleged acts, practices, representations, and omissions within North Carolina.

58. Defendants have perpetrated the above-alleged acts, practices, representations, and omissions upon consumers knowingly, intentionally, and deliberately.

59. Defendants' above-alleged acts, practices, representations, and omissions have been in or affecting commerce in North Carolina and have had an impact thereon.

CLAIM FOR RELIEF
VIOLATIONS OF THE UNFAIR AND DECEPTIVE TRADE PRACTICES ACT, N.C. GEN. STAT. § 75-1.1 *et seq*.

60. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs, and alleges further that each of Defendants' aforesaid acts, practices, representations and omissions violates the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq*.

61. Plaintiff alleges that such violations are intentional and include, but are not limited to, the following:

(a) collecting full payment in advance from consumers for delivery and installation of a hot tub or swim spa but failing to deliver the product;

(b) misleading consumers by promising to deliver and install the swim spa or hot tub within a certain time frame but failing to do so, and by falsely promising delivery on subsequent dates;

(c) inducing consumers to make full, advanced payment for a hot tub or swim spa through false promises that such payment will result in an earlier delivery and installation date;

(d) failing to pay the manufacturer of the product despite collecting full payment from the consumer;

(e) inducing consumers to make full, advanced payment for the hot tub or swim spa by claiming such payment is necessary for Defendants to order the product from the manufacturer, when in fact Defendants fail to pay the manufacturer;

(f) upon information and belief, inducing one consumer to make full, advance payment for a hot tub by falsely claiming that the consumer had been denied financing and that the store could not process her partial credit card payment;

(g) blaming the manufacturer for Defendants' delay in delivering a hot tub or swim spa when in fact Defendants are responsible for the delay because they failed to pay the manufacturer;

(h) promising to refund consumers' full payment for a swim spa but failing to do so;

(i) failing to install pool equipment or doing so at such a late date that the water in consumers' pools becomes disgusting and even dangerous;

(j) failing to install pool equipment, thereby forcing consumers to incur the additional expense of hiring their own contractors to complete the installation;

(k) failing to pour concrete after installing a pool, resulting in damage to at least one consumer's property;

(l) leaving consumers who purchase an inground pool with no legal remedy for Defendants' breach of contract by including an unconscionable arbitration clause in the contract that prohibits the consumer from filing suit or pursuing arbitration for Defendants' breach of contract; and

(m) failing to pay subcontractors, thereby subjecting consumers to a subcontractor's lien per N.C. Gen. Stat. § 44A-18.

REQUEST FOR A PRELIMINARY INJUNCTION UNDER N.C. GEN. STAT. § 75-14

62. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs.

63. Defendants' acts, practices, representations, and omissions have harmed consumers by causing them to suffer property damage and lose significant amounts of money and incur unnecessary costs and delays in attempting to have Defendants install and deliver products for which consumers paid in full and in advance.

64. In light of the evidence that Defendants have engaged in unfair and deceptive practices as set forth in this Complaint and the attached affidavits and exhibits, the State is likely to succeed on the merits of its Complaint, the Defendants' conduct adversely affects the public interest, and a balancing of the equities supports the issuance of a preliminary injunction.

65. Accordingly, the State requests that, after hearing on due notice, Defendants and their businesses, officers, agents, employees, representatives, successors or assigns, and any persons acting in concert with or under the actual direction or control of Defendants, be preliminarily enjoined under N.C. Gen. Stat. § 75-14, as set forth in detail in Paragraph 1 of the Prayer for Relief below.

66. Unless Defendants are preliminarily enjoined, they will continue to adversely affect the public interest and harm the State and its citizens by violating North Carolina law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Court for the following relief:

1. That the Court issue a Preliminary Injunction pending final adjudication of this cause, as allowed by N.C. Gen. Stat. § 75-14, prohibiting Defendants and their businesses, officers, agents, employees, representatives, successors or assigns, and any persons acting in concert with or under the actual direction or control of Defendants, from:

> a. engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to the acts and practices listed in Paragraph 61 of Plaintiff's Claim for Relief;

b. collecting advance payment from consumers for any product or service, including the sale, delivery, and/or installation of hot tubs, swim spas, and inground pools and related equipment;

c. executing contracts with consumers that contain a clause that unconscionably prohibits the consumer from filing suit or pursuing arbitration for Defendants' breach of contract, thereby leaving these consumers without a legal remedy for Defendants' breach of contract; and

d. transferring, withdrawing, concealing, disposing, or encumbering any of Defendants' assets without permission of the Court; provided, however, that permission shall not be required if Plaintiff agrees in writing to the expenditures.

2. That upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction under N.C. Gen. Stat. § 75-14;

3. That, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1, all contracts between Defendants and consumers be canceled, at the consumers' discretion, and all monies consumers have paid to Defendants be reimbursed;

4. That Defendants be required to pay civil penalties to the State in the amount of $5,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. § 75-15.2;

5. That costs and reasonable attorneys' fees be awarded to the State pursuant to N.C. Gen. Stat. § 75-16.1; and

6. That the Court award such other and further relief as may be just and proper.

This the 8th day of October, 2025.

Attorneys for STATE OF NORTH CAROLINA
ex rel. JEFF JACKSON, Attorney General

By: Stuart M. Saunders
Special Deputy Attorney General
North Carolina Department of Justice
P.O. Box 629, Raleigh, NC 27602-0629
Tel: 919-716-6000
N.C. Bar No. 19614

Exhibit 1

STATE OF NORTH CAROLINA

COUNTY OF STANLY

Affidavit of April Dennis

I, April Dennis, being first duly sworn, state as follows:

1. I am 71 years old and live at 4714 Renee Ford Road, Stanfield, NC.

2. On October 15, 2023, I purchased a swim spa from Backyard Leisure, located at 7730 Bruton Smith Blvd., Concord, NC, (the location is now closed). The spa I chose was a 17 Trainer FX model, manufactured by Bullfrog. I paid $42,349.64 in full by check and was told at the time of purchase that the spa would be delivered to my home in approximately nine months. I don't usually pay large sums like this in full, but the sales representative told me they needed full payment in order to order the swim spa, and since my credit card limit was less than the amount needed, I paid via check. True and accurate copies of the Sales Order and Payment Receipt are attached as Exhibit A (the Sales Order gives "April-August 2024" as the delivery time frame).

3. After approximately nine months had passed with no delivery, I attempted to contact Backyard Leisure by phone and e-mail but was unsuccessful. Because the Concord store was closed, I called the Kernersville store first, but always encountered voicemail; I left messages but never received a return call.

4. I then started calling the Raleigh store, and eventually someone answered. I explained that I wanted a refund and was told that Jeff, the manager, handles refunds. I sent a request for a refund to Jeff on 6/16/24 via e-mail at jeffmbyl@gmail.com. On June 21, 2024, I received an e-mail back from messenger@messaging.squareup.com with an electronic $100 refund receipt (called a "Square" receipt). I did not even attempt to figure out how to obtain the refund in the e-mail, as it was such an insulting offer. A true and accurate copy of the Square receipt is attached as Exhibit B.

5. On October 28, 2024, I made my final attempt to contact Backyard Leisure, sending them a refund request letter by mail, stating that over a year ago I paid for a swim spa I have never received, and that my phone calls had not been returned. A true and accurate copy my letter is attached as Exhibit C. There was no reply.

6. I filed a complaint about Backyard Leisure with the Consumer Protection Division of the North Carolina Attorney General's office on June 24, 2025. Exhibit D, attached hereto, is a true and accurate copy of my complaint. Consumer Protection Specialist Jennifer Irving copied me with a letter she sent back to Backyard Leisure on June 26, 2025. My understanding is that, per a process agreed to between the Consumer Protection Division and Backyard Leisure, the letter and my complaint were sent to Backyard Leisure's attorney. A true and accurate copy of that letter is attached as Exhibit E.

7. As I stated in my complaint, I am entitled to a full refund from Backyard Leisure. In addition to the cost of the spa I never received, I paid $6,000 for a concrete pad that Backyard Leisure told me I was responsible for having installed in order to accommodate the swim spa, as I had no pavers in my yard. I had the concrete pad built in June 2024 and paid cash for the job; I cashed a check on June 27, 2024 to obtain the funds. A true and accurate copy of my check is attached as Exhibit F. I am requesting that Backyard Leisure refund this cost as well.



8. I cannot understand why Backyard Leisure is allowed to defraud its customers so blatantly. To me, they are thieves. I paid them a substantial amount of money and got nothing in return. This is theft, plain and simple. In that vein, on July 3, 2025, I filed a police report about Backyard Leisure with the Cabarrus County Sheriff's Office. At the request of Deputy Meadows, I also emailed documents (on July 31, 2025) to the Sheriff's Office supporting my report (including the Sales Order and Receipt and my 10/28/24 letter to Backyard Leisure). The police report is #2507300010.

9. The foregoing statements are true to the best of my information, knowledge, and belief.

9-27-25
Date

April Dennis

Sworn to and subscribed before me
This the 27th day of September, 2025

Matthew Peduto
(Notary Public)

My Commission Expires: 02/10/2030

MATTHEW PEDUTO
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires February 10, 2030

BACKYARD LEISURE
7730 BRUTON SMITH BLVD
CONCORD, NC 28027
704-979-8550

Sales Order

Sold To:

April Rawlingdennis
4714 Rence Lord Rd
Stanfirld NC 28163
714-496-1723

Paid In Full

Date	S.O. No	Rep
10/15/2023	1422	BM

Quantity	Item	Description	Price Each	Amount
	17 TRAINER LX	17 TRAINER LX	46,199.00	46,199.00
	REBATE	REBATE	-2,000.00	-2,000.00
	Cash Discount	10% Cash discount	-4,619.90	-4,619.90
	STEPS	Spa Steps	0.00	0.00
	FIVE STAR SP	FIVE STAR SPA DELIVERY	0.00	0.00
	SPA COVER	SPA COVER	0.00	0.00

Color: Pure White / Midnight Black

April-August 2024 Delivery Time Frame

Mike from Speedway Electric 704-904-8076

Concrete: JV Concrete 704-363-3629

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$39,579.10
Sales Tax (7.0%)	$2,770.54
Total	$42,349.64

EXHIBIT
tabbies
A

Payment Receipt

Backyard Leisure

PO Box 470
Kernersville, NC 27285

Received From
April Rawlingdennis 4714 Reece Ford Rd Stanfield NC 28163 714-496-1723

Date	10/15/2023
Payment Method	Check
Check/Ref No	

Payment Amount	$4,349.64
Total Amount Due	$4,349.64

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied

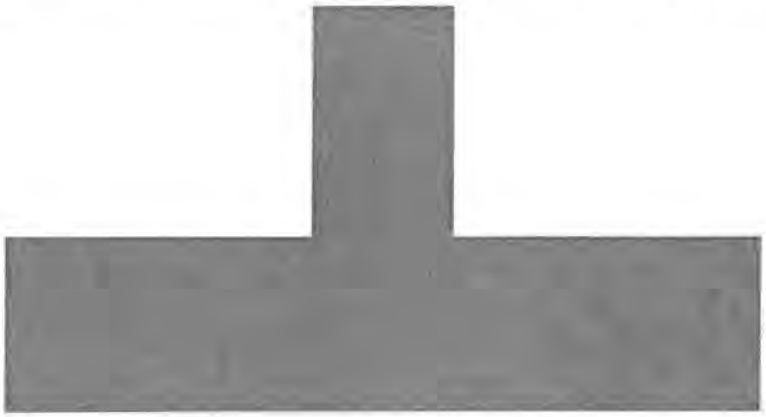
Paid In Full

Irving, Jennifer

From: Kathy [redacted]
Sent: Tuesday, July 29, 2025 3:41 PM
To: Irving, Jennifer
Subject: Fwd: Receipt from Backyard Leisure Kernersville

--- Original message ---
Subject: Receipt from Backyard Leisure Kernersville
From: messenger@messaging.squareup.com
Date: Friday, June 21, 2024 4:39 PM
To: kjankusky@startmail.com

Square automatically sends receipts to the email address you used at any Square seller. Learn more



Backyard Leisure Kernersville

Let Backyard Leisure Kernersville know
how your experience was

EXHIBIT
tabbies
B

$100.00

Custom Amount	$100.00
Total	**$100.00**

Backyard Leisure Kernersville
5150 Industrial Park Ct
KERNERSVILLE, NC 27284

Visa 6659 (Swipe)	Jun 21 2024 at 4:33 PM
KATHY S JANKUSKY	#HpNp
	Auth code: 48163D

Run your own business?
Start using Square and process $1,000 in sales for free.
Get Started with Square

Receipt Settings

Not your receipt?
Turn off automatic receipts
Manage preferences

© 2024 Square Privacy Policy
1955 Broadway, Suite 600
Oakland, CA 94612

10/28/2024

To Backyard Leisure

Over a year ago I paid for a swim spa I have never received. Phone calls are not returned. If I do not receive a check for $42,349.64 within 10 days of your receipt of this letter I will be forced to sue.

My address is

April RawlingDennis
4714 Renee Ford Rd
Stanfield NC 28163

Phone # 704-496-1723



Created on: 2025-06-24 19:42:39

NAME

April Dennis

MAILING ADDRESS

4714 Renee Ford Rd Stanfield NC 28163
4714 Renee Ford Rd, NC 28163

EMAIL

[redacted]

COUNTY OF RESIDENCE

Stanly

CELL PHONE NUMBER (INCLUDING AREA CODE)

(714) 496-1723

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard Leisure

COMPANY'S INTERNET ADDRESS (URL)

Https://Spapoolbilliards.com

ADDRESS

1090 Industrial Park Dr
Kernersville, NC 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

Jeffmbyl@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

17 Trainer FX

DATE OF PURCHASE, SERVICE, CONTRACT

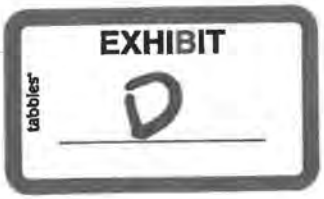
10/15/2023

MANUFACTURER OR BRAND

Bullfrog

DID YOU SIGN A CONTRACT OR LEASE?

No



Created on: 2025-06-24 19:42:39

TOTAL AMOUNT PAID

42349.54

AMOUNT IN DISPUTE

42349.54

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I paid Backyard Leisure $42,349 cash on 10/15/23 for a swim spa that was to be ordered and delivered to my home in approx 9 mos. I provided full payment in person at the Backyard Leusure location in Concord 7730 Bruton Smith Blvd Concord, NC (location is now closed).
I was told they needed full payment to order the swim spa. Since my credit card limit was less than amount needed, I paid cash via check.
I have made several attempts to make contact since 8/2023.
I believe NC DOJ is currently investigating this company with at least 18 other complaints similiar to mine.
My last contact attempt was 6/16/25 via email. On 6/21 /25 I received an email back with an electronic Square refund of $100.00
I am requesting full refund. In addition to cost of the spa, I paid $5,000 for a concrete pad at my home to accomodate the swim spa. I am requesting Backyard Leisure cover that cost as well.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Jeff

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

RESULTS

No Response after leaving vmail
Email sent to Jeff 6/16/25 jeffmbyl@gmail.com. On 6/21/25 I received an email from messenger@messaging.squareup.com for $100.00 receipt.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Full cash payment of $42,349 plus $5,000 for concrete pad I had installed to accomodate spa

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Jeff Jackson
Attorney General

State of North Carolina
Department of Justice

CONSUMER PROTECTION
TOLL-FREE IN NC: (877) 566-7226
OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

June 26, 2025

Backyard Leisure
c/o James Scott Farrin
555 South Magnum Street, Suite 800
Durham, NC 27701
twilmoth@farrin.com

Re: File No. CP-25-11592

Dear Sir or Madam:

The Consumer Protection Division has received the attached complaint regarding your business.

To assess the merits of the complaint and to determine appropriate action, we need to know your position and any proposed resolution. Therefore, we ask that you provide a written statement of your position, along with copies of any supporting documents, within fifteen (15) days of the date of this letter.

Please submit your response electronically using your business' letterhead, indicating the name of the person sending the response. Your electronic response should be sent to consumer@ncdoj.gov and cannot exceed 5mb, including attachments.

Thank you for your cooperation.

Sincerely,
Jennifer Irving
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

Attachment(s)

cc: April Dennis



11:29 PM Tue Jul 29

VPN 54%

Photo

Done

APRIL E RAWLING DENNIS
4714 RENEE FORD RD
STANFIELD, NC 28163-8656

1173
56-21/630 10440

6/27/24
Date

Pay to the Order of cash $ 6000.00

Six Thousand + 00/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
North Carolina
wellsfargo.com

For

Flip

Zoom

EXHIBIT
F
tabbies

Exhibit 2

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

Affidavit of Joe Balog

I, Joe Balog, being first duly sworn, state as follows:

1. I am 51 years old and live with my wife Stacey at 1755 Miller Chapel Road, Salisbury, NC.

2. In the spring of 2021, my wife and I decided we wanted to have a swim spa installed in our backyard. We went to Backyard Leisure, located at 7730 Bruton Smith Blvd. #101 in Concord, NC, on May 23, 2021, and decided on a Hydropool 19 Sport Ex model at a total cost of $36,913.93, including tax. The salesperson, Brandon Mullis, told us that we had to pay in full at the time of purchase even though it would be December or January before the spa would be delivered and installed. We paid for the item in full that day with a debit card and two credit cards. True and accurate copies of the sales invoice, Delivery and Installation Agreement, and receipts showing payment are attached as Exhibit A. Of note, the invoice confirming our payment echoed Brandon's promised delivery date; it states, "please allow for December/January 2022 delivery."

3. January 2022 came and went with no contact from Backyard Leisure to schedule delivery. Over the next 10-11 months, I made numerous phone calls to the Concord store to try to get my spa delivered, always trying to speak with Brandon, who was also store manager. Sometimes Brandon would return my call and sometimes not. When he did return the calls, he would usually tell me the revised delivery date would be within 6-8 weeks.

4. I spoke with Brandon again in December 2023. He said he really appreciated my waiting and that he would call his boss to see what they could do. He called me back to say he had talked to his boss who had then talked to Hydropool. He said Backyard Leisure would deliver my spa by the end of January 2024. This was a full two years after my original promised delivery date, so of course I was skeptical after all the broken promises. I asked him if he was assuring me this time, and he said, "Yes." I really believed that the delivery was going to happen this time, so I began prepping for the arrival, which included hiring someone to pour a concrete pad at a cost of $1,000 (Backyard Leisure's Delivery and Installation Agreement did not cover this prep work). A true and accurate copy of a photo of the concrete pad is attached as Exhibit B. A true and accurate copy of the bill for pouring that pad is attached as Exhibit C. Unfortunately, my trust was betrayed as I did not receive my spa or even a call to schedule the delivery.

5. On February 28, 2024, I called the store yet again to inquire about the delivery. I spoke with Jordan, who informed me that Brandon no longer worked for the company. Jordan said he was unaware of the product or delivery date. I then asked to speak with the current store manager. Jordan identified himself as the new manager. He then told me he had located the swim spa and now it would be delivered by March 31, 2024. I told him Brandon had scheduled a delivery date of January 17. Jordan informed me that Brandon had scheduled multiple deliveries for that same day, which was an unrealistic goal.

6. At this point I was tired of the runaround so I asked how I could get my money refunded. Jordan stated that he did not know and provided his supervisor's name, Jeff, who worked at



the Kernersville location. He said he would send a message to Jeff that I wanted to speak with him by close of business that day. I never received a call from Jeff.

7. The following day, February 29, 2024, I went online and filed a complaint with the Attorney General's Office. A true and accurate copy of that complaint is attached as Exhibit D. I received a copy of a letter dated March 8, 2024, that was sent to Backyard Leisure by a specialist in the Consumer Protection Division named Jennifer Irving. Her letter asked Backyard Leisure to respond within fifteen days from the date of the letter. A true and accurate copy of that letter is attached as Exhibit E.

8. Evidently Backyard Leisure did not respond to Ms. Irving's letter because I received a copy of a second letter dated March 20, 2024, saying she had received no response and again requesting an answer as soon as possible. A true and accurate copy of that letter is attached as Exhibit F.

9. An attorney retained by Backyard Leisure responded to Ms. Irving with a letter dated March 25, 2024. Ms. Irving forwarded a copy of that letter to me on March 27, 2024. A true and accurate copy of that letter is attached as Exhibit G. The letter gave a number of excuses for the delay, including supply chain issues, a change in company ownership, a recent, fatal, house fire involving several family members of the employee in charge of invoices, and stricter COVID restrictions and lockdowns in Canada, where the manufacturer was located. The attorney went on to say that someone from Backyard Leisure would contact me to offer me two options: a full refund or completion of the order within the next six to eight weeks.

10. By April 11, 2024, we had not heard anything from anyone at Backyard Leisure about the options I would be offered, so my wife called Ms. Irving that day to let her know we were still waiting for contact from Backyard Leisure.

11. Another month went by, and we still had not heard anything from Backyard Leisure, so my wife sent an email to Ms. Irving on May 23, 2024, to let her know we were still waiting. A true and accurate copy of that email is attached as Exhibit H.

12. By the middle of June, we were still waiting to hear something from Backyard Leisure. My wife emailed Ms. Irving again on June 17, 2024 to see if there were any updates. Ms. Irving responded that she had received no word from Backyard Leisure. A true and accurate copy of that e mail exchange is attached as Exhibit I.

13. On July 17, 2024, my wife received an email from Ms. Irving explaining that the attorney for Backyard Leisure had recently conveyed that a resolution to all complaints outstanding with the Attorney General's Office would be forthcoming. A true and accurate copy of that email is attached as Exhibit J.

14. Months passed with no resolution offered and no word from Backyard Leisure. On December 12, 2024, we received an email from Ms. Irving with a letter from Backyard Leisure attached. In the letter, Backyard Leisure stated that they had intended to resolve all complaints by Thanksgiving but that had not been possible and they needed more time; the letter further stated, "We intend to fulfill every order that we have." No specific date for resolution was offered. A true and accurate copy of this letter is attached as Exhibit K.

15. I felt encouraged when I received a call on January 28, 2025, from Alan Mosher, who identified himself as the owner of Backyard Leisure. He told me he wanted to personally apologize for the delay and that he wanted to work out a refund schedule. He said he needed a little more time to come up with the money, but he agreed to pay us a full refund by March 31, 2025. He even said he would give us $40,000, slightly over $3,000 more than we had paid, to cover the cost of the concrete pad and interest. I agreed to accept the refund through incremental payments. There was no set amount or timeframe for each payment, but he promised the money would be fully refunded by the end of March.

16. It is now five months since the March 31 deadline, and I have not received even one dollar of refund from Backyard Leisure. I have been waiting for more than four years, after paying almost $37,000 for a spa I never received. We feel as if this money has been stolen from us.

17. The foregoing statements are true to the best of my information, knowledge, and belief.

9-2-25
Date

Joe Balog

Sworn to and subscribed before me

This the 2nd day of September, 2025

(Notary Public)

My Commission Expires: 05-16-2028

MIHIR PATEL
Notary Public, North Carolina
Rowan County
My Commission Expires
May 16, 2028

Backyard Leisure Pools, Spas, and Billiards
7730 NW Bruton Smith Blvd.
Suite 101
Concord, NC 28027

704-979-8550 **www.spasandbilliards.com**

Invoic

PAID
05/23/2021

Stacy Balog
1755 Miller Chapel Rd.
Salisbury,NC 28147
704-562-3938

backyardleisurespas@gmail.com	BM	5/23/2021		6547

1	19 Hydropool Sport EX	19 Hydropool Sport EX	31,999.00	31,999
1	CraneRental	Crane Rental	500.00	500
1	Rollaway Cover	Hydropool Rollaway Cover 19ft.	2,500.00	2,500
1	24 Hydropool Swim Bar	24 Hydropool Swim Bar	0.00	0
1	Clean Zone Ultra	Clean zone ultra dual sanitizer	0.00	0
1	Free Delivery	Free Delivery- Placement of the spa	0.00	0
-1	Cover	Spa Cover	500.00	-500

~~Colors are Alpine Mist/~~Black Cherry cabinet

please allow for a December/January 2022 delivery

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$34,499
Sales Tax (7.0%)	$2,414
Total	$36,913
Payments/Credits	-$36,913
Balance Due	$0

EXHIBIT
tabbies
A

FIVE-STAR INSTALLATION - SPA/SWIM SPA DELIVERY AND INSTALLATION AGREEMENT

I _____ agree to have the delivery and/or installation of my hot tub performed by Backyard Leisure. Below is the breakdown for cost and parameters for the agreed to work:

____$200 for Standard Five-Star Delivery of Spa or Hot Tub ____$600 for Standard Five-Star Delivery of Swim or Fitness Spa
____$200 for Installation of Spa or Hot Tub Surround ____$600 for Installation of a Spa or Hot Tub Gazebo
___Miscellaneous installation cost are $_____ and consist of _____.

___SPA DELIVERY AND INSTALLATION INCLUDES THE FOLLOWING:

- Delivery of Spa and Accessories
- Uncrating and Removal of All Packaging Materials
- Precise Placement of Spa
- Travel to Job Site within 50 miles
- Explanation of how to properly fill the spa
- Thorough explanation of Spa Operation and Chemical usage
- If wiring is finished, we will do the final connection directly to the spa and perform GFCI circuit test
- Install of most spa accessories (ie...Cover Lift, Stairs, Cover Caddy, Spa Tablet, Umbrellas, & Spa Cover Locks)
- SwimSPAS are ONLY delivered at ground level and must be accessible by truck or arrangements must be made with a crane or boom truck. Charges for this will be at the CUSTOMER's expense.

___NON-STANDARD CHARGES:

- If over 50 miles from the store is $2.50 per mile (Charges will be calculated each way beyond the initial 50).
- Gazebo installation $50 per decorator.
- Hot Tub Tower Lift by extra (for spas that have a height of 84" and heavier than 600 lbs).
- Swim Deck installation - $200 additional.
- Hauling off old spa- $250 (this includes dump fees)
- Installation of Spa/Hot Tub Surround- $200 (PAID in ADVANCE) *Entire area for surround must be ready, level, & large enough to fit the spa w/ surround. Any installation work because location is not ready will be quoted prior to performing the work & could delay installation.
- Installation of Gazebo - $600 (PAID in ADVANCE) *Entire area for gazebo must be ready, level, & large enough to fit the spa w/ surround. Any additional work because location is not ready will be quoted prior to performing the work & could delay installation.

___CUSTOMER/HOMEOWNERS RESPONSIBILITY:

- Any aspect of electrical hook up is to be done with the manufacturers requirements as well as any local requirements that there may be.
- Customer will fill spa and perform start up.
- Customer is responsible for the Spa to Return Spa to the exact location it was delivered to. Spas are extremely heavy and should never be lifted or moved using the cabinet or directly at the ground and should never be dragged. Damages caused by these actions will not be covered by Backyard Leisure or the Manufacturers.
- Supplying access to the job site as all times. Customer cannot be charged for re-delivery because the location was not accessible. This obviously includes access for a repair person to have needed access for performing the repair but also means that in the rare event that a replacement spa or swim spa is needed. The customer and not Backyard Leisure is responsible for providing necessary access to the spa or swim spa at the replacement. It is best for the customer to consider the worst case scenario in the beginning as most unforeseen or unexpected costs associated with the replacement of their spa or swim spa in the future.
- Having hole already made & clear and ready for installation. Installers do not move furniture, rugs, plants, etc. as we would not want to damage them.
- Please measure to insure that the spa is able to fit to the desired location. This includes not only the overall dimensions but the access to the location as well.

___ACKNOWLEDGEMENTS:

- All Hot Tubs & Swim Spas are covered by manufacturers warranties and are directed to owning terms concerning prorated and limited. These warranties are provided by the manufacturers and not Backyard Leisure, Backyard Leisure cannot be held responsible for these warranties in any way but, trained can act as a facilitator to assist in handling warranty coverage. Trip charges are never covered by the manufacturer but is provided as a customer service during the 1st year from date of purchase as long as the repair is not related to misuse, neglect, or damages caused by the customer. The 3-year labor warranty is also only in effect as long as Backyard Leisure provides the product and/or installation. There is no labor warranty on anything purchased elsewhere or not installed by us.
- This entire visit is based on the parameters listed above & if there is change it will be explained & quoted prior to changing scope of our Five-Star Installation.

I have read and understand the above installation agreement. I understand that I am responsible to pick up the spa and deliver it to my home of choice. I understand that if any additional charges occur, I am responsible to pay. I authorize Backyard Leisure and its affiliates to perform the above mentioned services.

Customers Signature _____ Date: _____

ELECTRICAL REQUIREMENT SHEET FOR SPAS

/

...inform you of the correct electrical requirements by manufacturer for the hook up of your new spa.

...quirements for Dream Maker 120v Spas:

...Dream Maker spas can hook up to a 120v 20 amp dedicated line. In this application the GFCI cord is included with the ...e and as long as your line is dedicated it is as simple as plugging your spa into the wall. Keep in mind that this plug ...equires a 3 prong outlet.

...cal Requirements for Vita, Cal-Cooperage, Bullfrog, Sunrise, & Maax:

120v/240v convertible spas can hook up to a 120v 20 amp dedicated line. In this application the GFCI cord is included with the spa and as long as your line is dedicated it is as simple as plugging your spa into the wall (Vita & Cal-Cooperage requires the customer or the electrician to supply the cord with a built in GFCI for 110v). Keep in mind that this plug requires a 3 prong outlet. If you go for 240v there is a few changes that must be made in the spas control panel (See Owner's Manual for details) and you have to hard-wire the spa (like you would any other 240v listed below. Follow the following instructions.

- 240v 60 amp, dedicated, 4 wire service, protected by an external GFCI Load Center. In this application the spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. This must be done to meet any local or national electrical codes.
- Any Spa with 3 or more pumps require 240v 60 amp, dedicated, 4 wire service, protected by an external GFCI Load Center. In this application, the spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. This must be done to meet any local or national electrical codes.

...Electrical Requirements for HydroPool Swim & Fitness Spas:

- AQUANORT ... (swim spa requires) ... 60 amp, dedicated, 4 wire service protected by an external GFCI Load Center. In this application the swim spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. This must be done to meet any local or national electrical codes.
- AQUATRAINER (NON-Dual Temp) ... spa requires a 240v 60 amp, dedicated, 4 wire service protected by an external GFCI Load Center. In this application the swim spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. Once the whip is brought into the swim spa a junction box (supplied by customer) will need to be mounted under the spa in order to split the power and wire into each box. This must be done to meet any local or national electrical codes.
- AQUATRAINER DUAL TEMP series swim spas require 2 240v 60 amp, dedicated, 4 wire services protected by 2 external GFCI Load Centers. In this application the swim spa & the hot tub side must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. Once the whip is brought into the swim spa side a junction box (supplied by customer) will need to be mounted under the spa in order to split the power and wire into each box. No junction box is needed on the hot tub side. This must be done to meet any local or national electrical codes.

GFCI load centers are not supplied and considered to be the responsibility of the electrician or the customer. These are the necessary for the hook up of all the brand spas we sell. NO OTHER ELECTRICAL OPTIONS WILL WORK. If you have questions or concerns please let us know. If you need us to recommend an electrician we would be happy to do so.

Customer Signature _____ Date _____

BACKYARD LEISURE
7736 BRUTON SMITH BLVD
CONCORD, NC 28027

SALE

MID: 4206 Store: 009 Term: 0109

Batch #: 036
05/23/21

VISA

APPROVED

VISA [illegible]
AID: A0000000031010
TVR: 80 50 00 00 00
TSI: 68 00

CUSTOMER COPY

BACKYARD LEISURE
7736 BRUTON SMITH BLVD
CONCORD, NC 28027

SALE

MID: 4206 Store: 009 Term: 0109

Batch #: 036
05/23/21

APPR CODE: 000000

MASTERCARD

AMOUNT $10,000.00

APPROVED

CUSTOMER COPY

BACKYARD LEISURE
7736 BRUTON SMITH BLVD
CONCORD, NC 28027

SALE

MID: 4206 Store: 009 Term: 0109

Batch #: 036
05/23/21

APPR CODE: 000000

MASTERCARD

AMOUNT $10,000.00

APPROVED

CUSTOMER COPY

EXHIBIT

tabbies

B

A-1 Concrete, LP



Let A-1 Concrete, LP know how your experience was

$1,000.00

Custom Amount	**$1,000.00**
Total	**$1,000.00**

A-1 Concrete, LP

Visa 8563 (Keyed) Nov 30 2023 at 2:09 PM

VISA #tGa7



Auth code: 066324

Created on: 2024-02-29 21:58:08

NAME

Joe and Stacey A Balog

MAILING ADDRESS

1755 Miller Chapel Rd
Salisbury, NC 28147

EMAIL

[redacted]

COUNTY OF RESIDENCE

Rowan

DAY PHONE NUMBER (INCLUDING AREA CODE)

(704) 960-0377

CELL PHONE NUMBER (INCLUDING AREA CODE)

(704) 562-3938

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure: Hot Tubs and Pools

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

7730 Bruton Smith Blvd
#101
Concord, North Carolina 28027

TELEPHONE NUMBER (INCLUDING AREA CODE)

(704) 979-8550

COMPANY EMAIL

backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Swim spa

DATE OF PURCHASE, SERVICE, CONTRACT

05/23/2021

MANUFACTURER OR BRAND



Hyrdropool

MODEL

19 Sport EX

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

05/23/2021

TOTAL AMOUNT PAID

36913.93

AMOUNT IN DISPUTE

36913.93

HOW WAS PAYMENT MADE?

Credit card

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I purchased a swim spa from this company on 5/23/2021 and the item was paid in full at the time of purchase. To date I have not received the swim spa. At the time of purchase I was informed to expect delivery by Jan 2022- this is on the receipt. Numerous phone calls and revised promise dates have been made throughout the course of the years and still no delivery. I spoke with the store manager (again) in December 2023 and was assured delivery along with a product upgrade would arrive by 1/24/24. I began prepping for the arrival which included pouring a concrete pad. No arrival or call for schedule.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Jordan unknown

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(704) 979-8550

RESULTS

On Feb 28, 2024 I called the store (again) to inquire about the delivery and was informed this store manager no longer worked for the company and they were unaware of the product or delivery date. I asked to speak with the current store manager. This store manager (Jordan) informed me he had "located" the swim spa and now it would be delivered by

3/31/24. At this point I asked how do I get my money refunded. He stated he did not know and provided his supervisor's name (Jeff- works at the Kernesville location) and stated he would send a message that I wanted to speak with him by close of business day (2/28/24 by 6pm)- no phone call was received.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

A full refund. I have researched and read the BBB reviews on this company. I am not the only customer who is going through this same ordeal. This business needs to be investigated.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- Picture-of-concrete-pad.jpg
- CCF_000137.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Josh Stein
Attorney General

State of North Carolina
Department of Justice

CONSUMER PROTECTION
TOLL-FREE IN NC: (877) 566-7226
OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

March 08, 2024

Backyard Leisure: Hot Tubs and Pools
7730 Bruton Smith Blvd., Suite 101
Concord, NC 28027-1021
backyardleisurespas@gmail.com

Re: File No. CP-24-03715

Dear Sir or Madam:

The Consumer Protection Division has received the attached complaint regarding your business.

To assess the merits of the complaint and to determine appropriate action, we need to know your position and any proposed resolution. Therefore, we ask that you provide a written statement of your position, along with copies of any supporting documents, within fifteen (15) days of the date of this letter.

Please submit your response electronically using your business' letterhead, indicating the name of the person sending the response. Your electronic response should be sent to consumer@ncdoj.gov and cannot exceed 5mb, including attachments.

Thank you for your cooperation.

Sincerely,
Jennifer Irving
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

Attachment(s)

cc: Joe Balog



Josh Stein
Attorney General

State of North Carolina
Department of Justice

CONSUMER PROTECTION
TOLL-FREE IN NC: (877) 566-7226
OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

March 20, 2024

Backyard Leisure: Hot Tubs and Pools
7730 Bruton Smith Blvd., Suite 101
Concord, NC 28027-1021
backyardleisurespas@gmail.com

Re: File No. CP-24-03715

Dear Sir or Madam:

Our office recently wrote to you regarding the attached complaint and requested a response within fifteen (15) days. To date, we have received no response. It is important that you respond to our office as soon as possible on the matter. Your response is important to assure that our files accurately reflect your position regarding this issue.

Please submit your response electronically using your business' letterhead, indicating the name of the person sending the response. Your electronic response should be sent to consumer@ncdoj.gov and cannot exceed 5mb, including attachments.

Thank you for your cooperation.

Sincerely,
Jennifer Irving
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

cc: Joe Balog



North Carolina
Asheville
Charlotte
Durham
Fayetteville
Goldsboro
Greensboro
Greenville
Henderson
New Bern
Raleigh
Roanoke Rapids
Rocky Mount
Sanford
Wilmington
Wilson
Winston-Salem

South Carolina
Greenville

LAW OFFICES OF
JAMES SCOTT FARRIN
www.farrin.com

555 South Mangum Street, Suite 800
Durham, North Carolina, 27701
(800) 220-7321 (P)
(800) 716-7881 (F)

Tax ID: 56-2046742

March 25, 2024

Jennifer Irving
NC Dept. of Justice
Consumer Protection Division
114 W Edenton Street
Raleigh, NC 27603
CONSUMER@NCDOJ.GOV

RE: FILE NO. CP-24-03715; JOE AND STACEY BALOG

Dear Ms. Irving (or to whom it may concern), I am an attorney retained by Backyard Leisure, LLC ("BL") in relation to a complaint filed with your office by Joe and Stacey Balog. BL takes customer complaints seriously and works hard to resolve all issues to the customer's satisfaction. This is particularly important for BL since it is a small company that primarily advertises by word-of-mouth.

BL has recently experienced significant delays with hot tub and spa deliveries for a variety of reasons. There are severe supply chain issues, particularly from Canadian manufacturers; a recent change in company ownership and structure; as well as unforeseen causes for delay such as a recent, fatal, housefire involving several family members of the employee in charge of invoices (see https://www.wgal.com/article/child-killed-fire-lebanon-county-pennsylvania/46487974 last visited on 3/22/2024). Since COVID-related supply chain issues began over two years ago, BL has worked hard to inform customers upfront that it may take several months to receive their product.

With regard to Mr. and Mrs. Balog's spa, the order was placed in May 2021, during the height of COVID. In addition, it was placed with a Canadian manufacturer – Hydropool. COVID restrictions and lockdowns were more severe in Canada as compared to the U.S., causing lengthy supply chain delays. This, along with issues BL is having with Hydropool properly tracking orders and keeping them on schedule, has caused extensive delay.

In order to resolve this issue, BL will either **fully refund the customers' money**; **or complete the order within the next six to eight weeks** as Hydropool is now able to complete the work order. Someone from BL will communicate these options directly to Mr. and Mrs. Balog.



North Carolina
Asheville
Charlotte
Durham
Fayetteville
Goldsboro
Greensboro
Greenville
Henderson
New Bern
Raleigh
Roanoke Rapids
Rocky Mount
Sanford
Wilmington
Wilson
Winston-Salem

South Carolina
Greenville

LAW OFFICES OF
JAMES SCOTT FARRIN

www.farrin.com

555 South Mangum Street, Suite 800
Durham, North Carolina, 27701
(800) 220-7321 (P)
(800) 715-7891 (F)

Tax ID: 56-2046742

Sincerely,

Attorney for Backyard Leisure, LLC

From: Irving, Jennifer
Sent: Thursday, May 23, 2024 1:19 PM
To: Irving, Jennifer
Subject: RE: AGO File No. CP-24-03715 (Balog)

Jennifer Irving
Consumer Protection Specialist
Consumer Protection Division
Phone: 919-716-6018
Email: jirving@ncdoj.gov
114 W. Edenton St., Raleigh, NC 27603
ncdoj.gov

Please note messages to or from this address may be public records.

From: [redacted]
Sent: Thursday, May 23, 2024 1:15 PM
To: Irving, Jennifer <jirving@NCDOJ.GOV>
Subject: Re: AGO File No. CP-24-03715 (Balog)

Hi Jennifer,

I wanted to let you know that we have not received the product or a refund as per the attorney response letter.

Thank you,

Stacey

Yopp Properties, LLC

This communication notice is from a debt collector and is for the purpose of attempting to collect a debt.



From: Irving, Jennifer
Sent: Monday, June 17, 2024 1:17 PM
To: Stacey Balog
Subject: RE: AGO File No. CP-24-03715 (Balog)

Hi Stacey,

I have not heard anything yet in terms of an update. You may want to consult with a private attorney at this point if you want to move forward, legally.

Sincerely,
Jennifer

Jennifer Irving
Consumer Protection Specialist
Consumer Protection Division
Phone: 919-716-6018
Email: jirving@ncdoj.gov
114 W. Edenton St., Raleigh, NC 27603
ncdoj.gov

Please note messages to or from this address may be public records.

From: Stacey Balog [redacted]
Sent: Monday, June 17, 2024 12:28 PM
To: Irving, Jennifer <jirving@NCDOJ.GOV>
Subject: Re: AGO File No. CP-24-03715 (Balog)

HI Jennifer,

Are there any updates in this matter?

Thank you,

Stacey

Yopp Properties, LLC

This communication notice is from a debt collector and is for the purpose of attempting to collect a debt.



Outlook

CP-24-03715 (Balog)

From Irving, Jennifer <jirving@NCDOJ.GOV>
Date Wed 7/17/2024 9:46 AM
To [redacted]

Dear Joe and Stacey,

I am writing to give you an update on the status of your complaint.

As you may know, our office has received multiple complaints about Backyard Leisure. When we receive a complaint, we forward it to the business and ask the business to respond. This begins an initial process by which we attempt to informally resolve the complaints with the business. By utilizing this process, our office is sometimes able to avoid the time it may take to investigate and prosecute a lawsuit against a business all the way through trial—which can often take months or years and extend the time it takes to resolve consumers' complaints.

While we are limited in what we can share about our ongoing investigation of Backyard Leisure, we can tell you that the business has recently responded to the complaints through its attorney and represented to our office that a proposed resolution of all complaints with our office is forthcoming. In the meantime, we appreciate your continued patience.

Sincerely,
Jennifer

Jennifer Irving
Consumer Protection Specialist
Consumer Protection Division
Phone: 919-716-6018
Email: jirving@ncdoj.gov
114 W. Edenton St., Raleigh, NC 27603
ncdoj.gov

Please note messages to or from this address may be public records.



Backyard Leisure Pool & Spa
PO Box 470
Kernersville, NC 27285
336-273-9997
backyardleisurespas@gmail.com

NCDOJ

Department of Justice,

Backyard Leisure has been working diligently to fulfill all outstanding customer orders. Over the last few months, we have greatly reduced the number of customers who have not received their product. We intended to have all of these issues wrapped up by the Thanksgiving holiday. Unfortunately, we still have some to resolve.

We need some more time to continue to bring in the rest of the outstanding orders. We intend to fulfill every order that we have. We appreciate you working with us to resolve these issues.

Thank you for your time,

Jeff Mitchell
Director of Sales and Operations



Exhibit 3

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Affidavit of Jason P. Aylward

I, Jason P. Aylward, being first duly sworn, state as follows:

1. I am 46 years old and live with my wife, Jessica Kohls, and daughter at 3413 Edgemont Drive, Raleigh, NC.

2. I purchased a swim spa from Backyard Leisure, located at that time at 3501 Capital Boulevard #124, Raleigh, NC, on June 25, 2023. I chose a Hydropool 16' Trainer Ex Swimspa at a purchase price of $40,000 plus $2,900 sales tax. This was to include a spa cover, sanitizing system, and "Five Star Spa Delivery." The salesperson, Ryan Smith, told me that there was a 3-4 month wait for production and delivery of the unit. When making the purchase, the original price was more than $42,900. I told Ryan that my budget was $40,000. He told me that they would sell it to me at that price if I paid in full. I paid the full amount with a personal check. A true and accurate copy of the original Sales Order and the Delivery and Installation Agreement is attached as Exhibit A.

3. When I had heard nothing about delivery of my unit after three months, I began to follow up with Backyard Leisure regularly, mostly through phone calls to Ryan. I was consistently given promises of more information but no definitive date for delivery. Around the middle of March 2024, in response to one of my calls requesting an update, Ryan told me that I would get a callback with more information "in a week or two." I did not get a callback and when I called the store either Ryan was not in or no one answered the phone.

4. I saw an article on the ABC11 website that others were experiencing similar issues with Backyard Leisure. So, after ten months had passed with no update about when my swim spa would be delivered, I filed a complaint with the North Carolina Attorney General's Office on April 15, 2024. A true and accurate copy of that complaint is attached as Exhibit B.

5. I received an email on April 17, 2024, that contained a copy of a letter that was sent to Backyard Leisure by Jennifer Irving, Consumer Protection Specialist in the Attorney General's Office, asking the company to respond to my complaint. A true and accurate copy of that email and letter is attached as Exhibit C.

6. After more than a year of waiting for our swim spa to be delivered, Backyard Leisure finally gave me the option to cancel my order and get a full refund. I decided to do so on June 25, 2024. They said they would mail a check to me within 30 days. I did not receive that check and have not been able to reach their accounting person, Cindy, in their Kernersville office. I finally drove to their office and requested something in writing. They said their internet and printers were down at that time, but they emailed me a letter confirming that I would receive a full refund by the end of July. A true and accurate copy of the letter is attached as Exhibit D.

7. Around the middle of July 2024, Ms. Irving shared with me that a team in the Attorney General's Office had met with the attorney for Backyard Leisure. She said that Backyard Leisure had made a commitment, through their counsel, to take care of the outstanding complaints against the business.



8. By the end of July 2024, I still had not received my refund, so I contacted the regional sales representative for Hydropool, Thomas Finucan (as noted above, Hydropool is the manufacturer of the swim spa we selected). He was able to track down my order and said that the spa had been built and had been in a warehouse in Canada since at least April 2024. However, he said Hydropool would not ship it until they had been paid by Backyard Leisure. This was upsetting because I had paid Backyard Leisure in full yet they had not paid the manufacturer more than a year later.

9. I continued to check in with Ms. Irving to see if any progress had been made toward getting my refund sent to me. I even offered that I would be willing to accept a payment plan to get my money returned.

10. On or about January 23, 2025, Ms. Irving let me know that Backyard Leisure had made a commitment through their attorney to make monthly payments, to start immediately, that would reimburse me in full, with interest. Weeks went by without any payment or word of when I would receive payment until finally Ms. Irving let me know on March 24, 2025 that I should be receiving a payment within a week, and would receive payments on a monthly basis until paid in full. The first payment would be $5,000, April's payment would be $10,000, and the final payment would be in May 2025.

11. On the morning of March 31, 2025, I received a check from Backyard Leisure in the amount of $5,000. This gave me hope that I would soon be repaid in full. Unfortunately, that was the last and only check I received from Backyard Leisure toward repayment of the more than $40,000 I had given them for a swim spa. My understanding is that the Attorney General's Office had subsequent calls and emails with Backyard Leisure's counsel and reminded him about the company's promise to refund us in full (plus interest) through the installment payments that both sides agreed to.

12. The loss of such a large amount of money, along with the loss of trust in what I thought to be a reputable business, has put tremendous stress on both me and my wife. We want our money returned in full.

13. The foregoing statements are true to the best of my information, knowledge, and belief.

9-18-25
Date

Jason P. Aylward

Sworn to and subscribed before me

This the 18th day of September, 2025

Joseph D. Andrew
(Notary Public)

My Commission Expires: Feb. 20, 2029

JOSEPH D ANDREW
Notary Public
Wake Co., North Carolina
My Commission Expires Feb. 20, 2029

Backyard Leisure
3501 CAPITAL BLVD, STE 124
RALEIGH, NC 27604
919-850-2200

Sales Order

Sold To

Jason Aylward
919-247-6099
3413 EdgEMONT Dr
Raleigh NC 27612

Date	S.O. No.	Rep
6/25/2023	1361	RS

Quantity	Item	Description	Price Each	Amount
1	16 TRAINER EX	16 TRAINER EX	40,000.00	40,000.00T
1	SPA COVER	SPA COVER	0.00	0.00T
1	FIVE STAR SP...	FIVE STAR SPA DELIVERY	0.00	0.00T
1	453898	@EASE SANITIZING SYSTEM	0.00	0.00T

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$40,000.00
Sales Tax (7.25%)	$2,900.00
Total	$42,900.00



FIVE-STAR INSTALLATION - SPA/SWIM SPA DELIVERY AND INSTALLATION AGREEMENT

I _____ agree to have the delivery and/or installation of my hot tub performed by Backyard Leisure. Below is the breakdown for cost and procedure for the agreed to work:

-3.5

___$199 for Standard Five-Star Delivery of Spa or Hot Tub ___$[illegible] for Standard Five-Star Delivery of Swim or Fitness Spa
___$200 for Installation of Spa or Hot Tub Surround ___$800 for Installation of a Spa or Hot Tub Gazebo
___Miscellaneous installation cost are $_____ and consist of _____.

___SPA DELIVERY AND INSTALLATION INCLUDES THE FOLLOWING:

- Delivery of Spa and Accessories
- Unwrapping and Removal of All Packaging Materials
- Ground Placement of Spa
- Travel to Job Site within 50 miles
- Explanation of how to properly fill the spa
- Dry run explanation of Spa Operation and Chemicals usage
- Install of most spa accessories (ie...Cover Lift, Steps, Spin Caddy, Spa Tables, Umbrellas, & Spa Cover Locks)
- DRIVEWAYS are ONLY delivered at ground level and must be accessible by truck or arrangements must be made with a crane or boom truck. Charges for this will be at the CUSTOMER's expense.

___NON-STANDARD CHARGES:

- If over 50 miles from the store a $2.00 per mile charge will be accessed one way beyond the initial 50.
- Interior Installation-$50 per doorway.
- High Decks (over 8' in the entrance only) extremely high decks could require a crane.
- Bottom Dock Installations- $200 additional.
- Installation of Spa/Hot Tub Surround -$200 (PAID IN ADVANCE) *Entire area for surround must be ready, level, & large enough to fit the spa w/ surround. Any additional work because location is not ready will be quoted prior to performing the work & could delay installation.
- Installation of Gazebo -$800 (PAID IN ADVANCE) *Entire area for gazebo must be ready, level, & large enough to fit the spa w/ surround. Any additional work because location is not ready will be quoted prior to performing the work & could delay installation.

___CUSTOMER/HOMEOWNERS RESPONSIBILITY:

- All aspects of electrical hook up in accordance with the manufacturer requirements as well as any local requirements that there may be.
- Customer will fill spa and perform start up.
- Suitable Foundation for the Spa to Rest on. Spas can be extremely heavy and should never be placed on an uneven surface or directly on the ground and should never be skirted. Damages caused by a poor foundation will not be covered by Backyard Leisure or the Manufacturer.
- Anything extra to the spa or swim spa at all times. Spas that cannot be accessed cannot be repaired. This obviously indicates issues for a repair person to have needed access for performing the repair but, also means that in the rare and unlikely event that a replacement spa or swim spa is needed, the customer and not Backyard Leisure is responsible for providing necessary access to do the spa or swim spa replacement. It is best for the customer to consider the worst-case situation in the beginning to avoid unwanted or unexpected cost associated with the replacement of their spa or swim spa in the future.
- Making sure access route is clear and ready for installation. Installers do not move furniture, rugs, plants, etc.... as we would not want to damage them.
- Please ensure to insure that the spa is able to fit in the desired location. This includes not only the physical location but the access to the location as well.

___ACKNOWLEDGEMENTS:

- All Hot Tubs/Spas are covered by manufacturers warranties and are covered for varying times depending model and brand. These warranties are provided by the manufacturer and not Backyard Leisure. Backyard Leisure cannot be held responsible for these warranties in any way but, instead acts as a facilitator to assist in receiving warranty coverage. Trip charges are never covered by the manufacturer but, is provided as a customer service during the 2nd 30 days (from date of delivery) as long as the repair is not required due to abuse, negligence, or damages caused by the customer. After that there is a trip charge of $150 for up to 30 miles. Thereafter charge $2 per mile for anything over 30 miles. Our 1-year labor warranty is also only in effect as long as Backyard Leisure provided the product and its installation. There is no labor warranty on anything purchased elsewhere or not installed by us.
- The above cost is based on the parameters listed and are subject to change if work required is beyond the scope of our Five-Star installation.

I have read and understand the above installation schedule. I understand that I am responsible to pick up the spa and deliver it to my home at my choice. I understand that if any additional charges, they are my responsibility to pay. I authorize Backyard Leisure and its affiliates to perform the above mentioned service.

X Customer Signature _____ Date _____

Created on: 2024-04-15 21:15:42

NAME

Mr. Jason P Aylward

MAILING ADDRESS

3413 Edgemont Dr
Raleigh, NC 27612

EMAIL

[redacted]

COUNTY OF RESIDENCE

Wake

DAY PHONE NUMBER (INCLUDING AREA CODE)

(919) 247-6099

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure

ADDRESS

3501 Capital Blvd #124
Raleigh, NC 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

PRODUCT, ITEM, OR SERVICE INVOLVED

16' Trainer Ex Swimspa

DATE OF PURCHASE, SERVICE, CONTRACT

06/25/2023

MANUFACTURER OR BRAND

Hydropool

MODEL

16' Trainer Ex

DID YOU SIGN A CONTRACT OR LEASE?

Yes

TOTAL AMOUNT PAID

42900



AMOUNT IN DISPUTE

42900

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I purchased a swim spa from Backyard Leisure on 6/25/2023. We were told that there was a 3-4 month wait. I've followed up regularly since the 3 month date and was consistently given promises of more information but no definitive date. It's now approaching 10 months and since I've seen the ABC11 article that others are experiencing similar issues, I'd like ours to be documented as well.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

Most recently, promises for a callback with more information "in a week or two." That was four weeks ago and he's either not in or they are not answering the phone now.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

The swim spa that was purchased or our money back

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- swimspa.pdf

Created on: 2024-04-15 21:15:42

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

From: Irving, Jennifer
Sent: Wednesday, April 17, 2024 12:11 PM
To: [redacted]
Subject: AGO File No. CP-24-06393 (Aylward)
Attachments: JBI CP-24-06393 NG2_3_04_17_2024_Part28.pdf

Attached for your records is a copy of the correspondence our office sent to the company regarding your complaint.

We will contact you when we receive a response.

Sincerely,
Jennifer

Jennifer Irving
Consumer Protection Specialist
Consumer Protection Division
Phone: 919-716-6018
Email: jirving@ncdoj.gov
114 W. Edenton St., Raleigh, NC 27603
ncdoj.gov

Please note messages to or from this address may be public records.



Josh Stein
Attorney General

State of North Carolina
Department of Justice

CONSUMER PROTECTION
TOLL-FREE IN NC: (877) 566-7226
OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

April 17, 2024

Backyard Leisure Raleigh
c/o Tom Wilmoth @ James Scott Farin
555 South Mangum St.
Ste. 800
Durham, NC 27701

Re: File No. CP-24-06393

Dear Sir or Madam:

The Consumer Protection Division has received the attached complaint regarding your business.

To assess the merits of the complaint and to determine appropriate action, we need to know your position and any proposed resolution. Therefore, we ask that you provide a written statement of your position, along with copies of any supporting documents, within fifteen (15) days of the date of this letter.

Please submit your response electronically using your business' letterhead, indicating the name of the person sending the response. Your electronic response should be sent to consumer@ncdoj.gov and cannot exceed 5mb, including attachments.

Thank you for your cooperation.

Sincerely,
Jennifer Irving
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

Attachment(s)

cc: Jason Aylward

Dear. Mr Aylward

Backyard Leisure is canceling your swim spa order from 6/25/23 and will be mailing a check to 3413 Edgemont Dr in the amount of $42,900.

This will be mailed to you by the end of July by current estimate (30 days target).

Sincerely,

Ryan Smith
Store Manager
Backyard Leisure Raleigh
919-850-2200



Exhibit 4

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Affidavit of Jasemin Celik

I, Jasemin Celik, being first duly sworn, state as follows:

1. I am 52 years old, and live at 825 Van Thomas Drive, Raleigh, NC.

2. On March 13, 2024, I purchased a Bullfrog Model A7D Plus hot tub from Backyard Leisure, located at 3501 Capital Blvd., Suite 124, Raleigh, NC (the location is now closed). I paid the full amount, $18,338.73, while I was at the store, and I was told that the "customized" spa delivery would take up to 2-4 months. A true and accurate copy of the signed Sales Order and Delivery and Installation Agreement is attached as Exhibit A.

3. I first tried to purchase the hot tub using their in-house financing option. I was given an iPad and followed the instructions; however, I was declined, which surprised me, as I have a credit score of 720. I questioned the salesman, Ryan, about the decline, as I never actually *saw* it, and he pacified me by telling me he would send me a printed letter, which I never got. Next, I tried to pay using my credit card. My thought was, I had the money, but why spend it all up front? All the store terminals were unable to dial through to accept my credit card, which I thought was unusual. In fact, after my first card was declined, I tried a second card, which was also declined, despite the fact that the cards had no issues.

4. As this was going on, I saw another salesman go back into the office and watch us intently (there was a window in his office looking out onto the sales floor). Ryan then pressured me to pay in full by check, telling me the spa would not be manufactured unless I paid the full amount. I went ahead and did so by check because I did not want the manufacture and delivery of my hot tub to be delayed. I received a call from my bank 45 minutes later alerting me that someone was there cashing the check; I approved the transaction. This was a case of excitement over discernment because I had a strong feeling that something was not right. A true and accurate copy of my check is attached as Exhibit B.

5. I would like it to be known that I purchased what I was told was a customized hot tub spa purely for health reasons. I am a hairdresser by profession, and I have been standing on my feet for 33 years of work; as a result, I have issues with arthritis in my back and legs, so I did my research and discovered that Bullfrog had jets that were the most therapeutic, and Backyard Leisure was the only company I could find at the time that sold Bullfrog hot tub spas.

6. A month after my purchase, I called Ryan for an update, and he told me there were no updates, and to go back to the contract, as the contract says it will take up to four months for delivery (of note, the Delivery and Installation Agreement says nothing about the estimated window for delivery; however, the Sales Order gives an estimated delivery date of 2-4 months). I waited to call Ryan back, but in early August of 2024, after more than four months had passed with no delivery, I called Bullfrog directly to try to obtain answers about the delay. Bullfrog confirmed that my custom order had been received through Backyard Leisure, their third-party salespoint, but that



Bullfrog headquarters had not received my March 13 payment of $18.338.73 to Backyard Leisure; Bullfrog further explained that they needed my payment in order to start production on my order.

7. After that enlightening phone conversation, I went back to Backyard Leisure in person and asked them what happened to my money, why it wasn't sent to Bullfrog, where was my hot tub, and why were they still promoting their pools and spas online if they weren't able to deliver the products? There were three salesmen in the room at the time. I got emotional and then said, "How does it feel? Does it not ache in your soul?". The response by one of those male employees was the opposite of sympathy: "Brian, handle her."

8. I filed a complaint with the Consumer Protection Division of the North Carolina Attorney General's Office on September 4, 2024. Exhibit C, attached hereto, is a true and accurate copy of my complaint.

9. The next thing I did after that was file a police report on May 11, 2025, at the Raleigh Police Department. A true and accurate copy of the police report is attached as Exhibit D. I felt like Backyard's Leisure's conduct was criminal because the company stole my money. The police told me it was a civil situation, as this was a business. They advised me to call it "fraud" in the report, which I did, and they told me they would assign it an investigator. To date, I have not heard from an investigator.

10. In late May 2025, I called Bullfrog again and spoke to a man named Michael, who apologized and said the company wanted to try to make it right by offering me a new deal, but that I would have to purchase a new hot tub again through Bullfrog directly. I learned from that conversation that Bullfrog had severed its relationship with Backyard Leisure due to frequent problems similar to mine.

11. It has now been 17 months since I paid for my hot tub spa, and I have yet to receive my spa or a refund. I was simply disregarded and rudely addressed; I feel like I was nothing to Backyard Leisure. I eventually heard that WRAL had been contacted by other people in the same situation. At this point, it seems clear to me that Backyard Leisure is taking people's money and not delivering the promised hot tubs. This is simply unacceptable. I want a complete refund of my money because $18,338.73 is a lot of money and time that I worked hard for as a hairdresser who relies on one income. Backyard Leisure needs to be held accountable for their actions, as they are stealing from consumers like me.

12. To prove my efforts at trying to communicate with Backyard Leisure during this entire process, I have included, in the attached Exhibit E, true and accurate copies of the following: screenshots of my text exchanges with Backyard Leisure from March 14 through October 22, 2024; a letter I sent to the owner, Alan Mosher, on March 2, 2025, demanding a full refund that went unanswered; and three certified letter receipts, as I sent that letter to three store locations (only two of the three receipts were returned to me).

13. I would like to point out that the text exchanges also reveal Backyard Leisure's repeated lies to me. For example, on May 17, 2024, Backyard Leisure texted that they were "still trying to get the truck together and have not gotten a shipping date yet[,]" while on June 18, 2024, they texted that "it looks like the hot tub should be leaving in about 4-6 weeks from Bullfrog with a

hopeful delivery of mid/late July at the current projection." As I noted above, I learned in my conversation with Bullfrog in August 2024 that Backyard Leisure had never given my payment to Bullfrog. So, there could not have been a shipment – from Bullfrog to Backyard Leisure or from Backyard Leisure to me – that included my hot tub, because Bullfrog was awaiting payment before they even started production on my order.

14. The foregoing statements are true to the best of my information, knowledge, and belief.

9-19-25
Date

Jasemin Celik

Sworn to and subscribed before me
This the 19 day of Sept., 2025

(Notary Public)

My Commission Expires: 9/26/25

ASHLEY STEWART NOTARY PUBLIC WAKE COUNTY, NC Comm. Exp. 9-26-2025

4/16/24 10dl
Ragan PPP

Backyard Leisure
3501 CAPITAL BLVD, STE 124
RALEIGH, NC 27604
919-850-2200

Sales Order

Sold To

Jasmine Celik
9198383322
825 Van Thomas Drive
Raleigh NC 27615

PAID

336-273-9997 Kernersville
Jeff

Date	S.O. No.	Rep
3/13/2024	1522	DMK

Item	Quantity	Description	Price Each	Amount
A7D PLUS		BULLFROG A7D PLUS TRIM Mist/ Coastal Grey	17,099.05	17,099.05T
SPA COVER		SPA COVER Dusk	0.00	0.00T
FIVE STAR SPA ...		FIVE STAR SPA DELIVERY	0.00	0.00T
SPA COVER MA...		SPA COVER MATE 3	0.00	0.00T
FREE STEPS		FREE STEPS	0.00	0.00T
chemical start up		Chemical start = ease balls/ refills	0.00	0.00T
		jet packs		
		Deep Releif st		
		SpinalHealth ST		
		Trio ST		
		Versa CT		
		Neck Plus Nx		
		estimated delivery 2 to 4 months		

X

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$17,099.05
Sales Tax (7.25%)	$1,239.68
Total	$18,338.73

EXHIBIT
tabbies
A

FIVE-STAR INSTALLATION - SPA/SWIM SPA DELIVERY AND INSTALLATION AGREEMENT

I _____ agree to have the delivery and/or installation of my hot tub performed by Backyard Leisure. Below is the breakdown for cost and parameters for the agreed to work:

____$200 for Standard Five-Star Delivery of Spa or Hot Tub ____$500 for Standard Five-Star Delivery of Swim or Fitness Spa
____$200 for Installation of Spa or Hot Tub Surround ____$600 for Installation of a Spa or Hot Tub Gazebo
____Miscellaneous Installation cost are $_____ and consist of _____.

___SPA DELIVERY AND INSTALLATION INCLUDES THE FOLLOWING:

- Delivery of Spa and Accessories
- Uncrating and Removal of All Packaging Materials
- Ground Placement of Spa
- Travel to Job Site within 50 miles
- Explanation of how to properly fill the spa
- Dry run explanation of Spa Operation and Chemicals usage
- Install of most spa accessories (ie...Cover Lift, Steps, Spas Caddy, Spa Tables, Umbrellas, & Spa Cover Locks)
- SWIMSPAS are ONLY delivered at ground level and must be accessible by truck or arrangements must be made with a crane or boom truck. Charges for this will be at the CUSTOMER's expense.

___NON-STANDARD CHARGES:

- If over 50 miles from the store a $2.00 per mile charge will be accessed one way beyond the initial 50.
- Interior Installation-$50 per doorway.
- High Decks (over 6' is by estimate only) extremely high decks could require a crane.
- Sunken Deck Installations- $200 additional.
- Hauling off old spas- $250 (this includes dump fees)
- Installation of Spa/Hot Tub Surround -$200 (PAID IN ADVANCE) *Entire area for surround must be ready, level, & large enough to fit the spa w/ surround. Any additional work because location is not ready will be quoted prior to performing the work & could delay installation.
- Installation of Gazebo -$600 (PAID IN ADVANCE) *Entire area for gazebo must be ready, level, & large enough to fit the spa w/ surround. Any additional work because location is not ready will be quoted prior to performing the work & could delay installation.

___CUSTOMER/HOMEOWNERS RESPONSIBILITY:

- All aspects of electrical hook up in accordance with the manufactures requirements as well as any local requirements that there may be.
- Customer will fill spa and perform start up.
- Suitable Foundation for the Spa to Rest on. Spas can be extremely heavy and should never be placed on an uneven surface or directly on the ground and should never be shimmed. Damages caused by a poor foundation will not be covered by Backyard Leisure or the Manufacturers.
- Supplying access to the spa or swim spa at all times. Spas that cannot be accessed cannot be repaired. This obviously indicates access for a repair person to have needed access for preforming the repair but, also means that in the rare and unlikely event that a replacement spa or swim spa is needed; The customer and not Backyard Leisure is responsible for providing necessary access to do the spa or swim spa replacement. It is best for the customer to consider the worst case situation in the beginning to avoid unwanted or unexpected cost associated with the replacement of their spa or swim spa in the future.
- Making sure access route is clear and ready for installation. Installers do not move furniture, rugs, plants, etc.... as we would not want to damage them.
- Please measure to insure that the spa is able to fit in the desired location. This includes not only the physical location but the access to the location as well.

___ACKNOWLEDGEMENTS:

- All Hot Tubs/Spas are covered by manufactures warranties and are covered for varying terms depending model and brand. These warranties are provided by the manufacture and not Backyard Leisure. Backyard Leisure cannot be held responsible for these warranties in any way but, instead can act as a facilitator to assist in receiving warranty coverage. Trip charges are never covered by the manufacturer but, is provided as a customer service during the 1st year (from date of invoice) as long as the repair is not required due to misuse, negligence, or damages caused by the customer. Our 1-year labor warranty is also only in affect as long as Backyard Leisure provided the product and its installation. There is no labor warranty on anything purchased elsewhere or not installed by us.
- The above cost is based on the parameters below and are subject to change if work required is beyond the scope of our Five-Star installation.

I have read and understand the above installation schedule. I understand that I am welcome to pick up the spa and deliver it to my home if I choose. I understand that if any additional charges, they are my responsibility to pay. I authorize Backyard Leisure and its affiliates to perform the above mentioned service.

Customers Signature: _____ Date: 3/13/24

No electrical

ELECTRICAL REQUIREMENT SHEET FOR SPAS

This letter is to inform you of the correct electrical requirements by manufacturer for the hookup of your new spa.

Electrical Requirements for Dream Maker 120v Spas:

- 120v Dream Maker spas can hook up to a 120v 20 amp dedicated line. In this application the GFCI cord is included with the spa and as long as your line is dedicated it is as simple as plugging your spa into the wall. Keep in mind that this plug requires a 3 prong outlet.

Electrical Requirements for Vita, Cal-Cooperage, Bullfrog, Sunrise, & Maax:

- 120v/240v convertible spas can hook up to a 120v 20 amp dedicated line. In this application the GFCI cord is included with the spa and as long as your line is dedicated it is as simple as plugging your spa into the wall (Vita & Cal-Cooperage requires the customer or the electrician to supply the cord with a built in GFCI for 110v). Keep in mind that this plug requires a 3 prong outlet. If you go for 240v there is a few changes that must be made in the spas control panel (See Owner's Manual for details) and you have to hard-wire the spa like you would any other 240v listed below. Follow the following instructions.
- 240v 60 amp, dedicated, 4 wire service, protected by an external GFCI Load Center. In this application the spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. This must be done to meet any local or national electrical codes.
- Any Spa with 3 or more pumps require 240v 60 amp, dedicated, 4 wire service, protected by an external GFCI Load Center. In this application, the spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. This must be done to meet any local or national electrical codes.

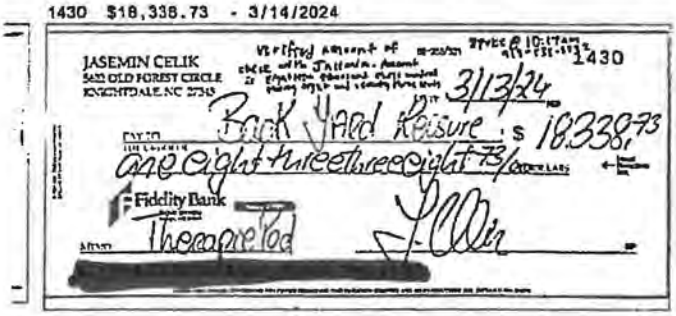
Electrical Requirements for HydroPool Swim & Fitness Spas:

- **AQUASPORT** series swim spas require a 240v 60 amp, dedicated, 4 wire service protected by an external GFCI Load Center. In this application the swim spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. This must be done to meet any local or national electrical codes.
- **AQUATRAINER (NON-Dual Temp)** series swim spas require a 240v 60 amp, dedicated, 4 wire service protected by an external GFCI Load Center. In this application the swim spa must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. Once the whip is brought into the swim spa a junction box (supplied by customer) will need to be mounted under the spa in order to split the power and wire into each box. This must be done to meet any local or national electrical codes.
- **AQUATRAINER DUAL TEMP** series swim spas require 2-240v 60 amp, dedicated, 4 wire services protected by 2 external GFCI Load Centers. In this application the swim spa & the hot tub side must be hard-wired. You will need a whip going from the GFCI to the spa. Keep in mind that this needs to be long enough to get to the control board under the topside controls. Once the whip is brought into the swim spa side a junction box (supplied by customer) will need to be mounted under the spa in order to split the power and wire into each box. No junction box is needed on the hot tub side. This must be done to meet any local or national electrical codes.

GFCI load centers are not supplied and considered to be the responsibility of the electrician or the customer. These are the necessary for the hook up of all the brand spas we sell. NO OTHER ELECTRICAL OPTIONS WILL WORK. If you have questions or concerns please let us know. If you need us to recommend an electrician we would be happy to do so.

Customer Signature: Jason [illegible] Date: 3.13.24

1430 $18,338.73 - 3/14/2024


JASEMIN CELIK
5433 OLD FOREST CIRCLE
KNIGHTDALE NC 27545

1430

3/13/24

Back Yard Leisure $ 18338.73

one eight three three eight 73/

Fiddity Bank

Theorpe Rod

EXHIBIT

B

tabbies

Created on: 2024-09-04 20:49:27

NAME

Ms. Jasemin Celik

MAILING ADDRESS

825 Van Thomas Drive
Raleigh, NC 27615

EMAIL

[redacted]

COUNTY OF RESIDENCE

Wake

CELL PHONE NUMBER (INCLUDING AREA CODE)

(919) 838-3322

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/locations/raleigh-nc-hot-tub-pool-store-backyard-leisure/

ADDRESS

3501 Capital Blvd
Suite 124
Raleigh, NC 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Hot tub, cover, delivery, steps, startup chemicals

DATE OF PURCHASE, SERVICE, CONTRACT

03/13/2024

MANUFACTURER OR BRAND

Bullfrog Spas

MODEL



Created on: 2024-09-04 20:49:27

A7D Plus

DID YOU SIGN A CONTRACT OR LEASE?

No

TOTAL AMOUNT PAID

18338.73

AMOUNT IN DISPUTE

18338.73

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

On March 13th, 2024, I went to Backyard Leisure to purchase a custom hot tub. After discussing with the salesperson which hot tub I'd be purchasing, a Bullfrog A7D Plus, I was told that special orders had to be paid in full when placing the order and that delivery would take 2 - 4 months. When I attempted to pay by credit card the purchase wouldn't go through and Ryan then pressured me to pay by check the $18,338.73. I signed a Sales Order for my purchase. I even received a call from my bank 45 minutes later that someone was there cashing the check, and whether or not I approved it to be cashed. I approved the transaction and called Ryan for an update a month later when he told me there were no updates. I would call for updates periodically with no changes, until finally, I called Bullfrog directly. They confirmed that my custom order had been received through Backyard Leisure, their third-party salespoint, but that my payment of $18.338.73 that I made to Backyard Leisure had never made it to Bullfrogs headquarters, necessary to start production on my hot tub. I have gone in person to Backyard Leisure to ask what has happened to my money, why wasn't it sent to Bullfrogs, and where my hot tub was and each time I was treated rudely. It has now been 5 months and there's been no resolution at all. I have even asked for my money to be refunded, since it doesn't appear the hot tub is ever coming, but have been refused.

I eventually heard that WRAL had been contacted by other people in the same situation, and have reached out to them as well. I have attempted to contact Consumer Lawyers to no avail. At this point, it is clear that Backyard Leisure is stealing people's money and not delivering the promised hot tubs. This is simply unacceptable. I want a refund for my money, $18, 338 is a lot of money and time that I have worked hard for. Backyard Leisure needs to be held accountable for their actions, as they're stealing from consumers.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan

RESULTS

Created on: 2024-09-04 20:49:27

None, I was repeatedly told there were no updates, and when I confronted Backyard Leisure about Bullfrog receiving the order but never the payment, I was simply disregarded and I was rudely addressed. It felt like I was nothing to them.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

A refund of my $18,338,73.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

FILE UPLOAD

- Sales-Order-31324-Part-1.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

this incident has been reported to the Raleigh Police Department and is pending approval

Raleigh Police Department
6716 Six Forks Road
Raleigh, NC 27615
919.996.3335

General Information

Incident Type	FRAUD
Tracking Number	T25003131
Report Date	05/13/2024 07:54 PM

Reporting Person Information

Name	Celik, Jasmin
Home Address	825 Van Thomas Drive, Raleigh, NC 27615, US
Home Phone	314 [illegible]
Email	jasminelcelik@gmail.com
Race	WHITE
Ethnicity	Not of Hispanic Origin
Residence Status	RESIDENT
Sex	FEMALE
DOB	08/22/1973

Incident Information

Incident Location	3617 Spring Forest Road, RALEIGH, NC
Incident Time (start)	05/13/2024 02:40 PM
Incident Time (end)	05/13/2024 02:40 PM
Location Type	COMMERCIAL/OFFICE BLDG, BANK

Narrative

Incident Description

Have you been to the business in person to address the issue? yes multiple times and each time they do not provide updated information. What was the agreement/ was the product supposed to be delivered/ installed ? I paid $18,338.73 in full with an immediately cashed check for a hot tub to be delivered and installed. -Have you contacted a manager for the business? I have contacted both the manager of the Backyard Leisure and the manufacturer of the hot tub (who states the order for my hot tub had never been placed). -When you made the purchase did the business provide a receipt for the transaction ? Yes, I have a sales receipt that has been marked paid in full by the company and also a copy of the cashed check from my bank. I am filing a report against Backyard Leisure, Recreation Spring Forest Road, regarding a deeply concerning and unresolved issue involving a significant financial loss and what I now believe to be a case of consumer fraud. On March 11, 2024, I made a purchase in the total amount of 18,338.73 for a hot tub from Backyard Leisure. As of today, May 13, 2024, I have not received the product nor a valid explanation for the delay. I have made multiple good-faith efforts to communicate with the business and request updates, but the responses have been evasive, misleading, and inconsistent. Since the purchase date of March 11, 2024, I have made multiple attempts to contact Backyard Leisure through phone calls, in-person visits, and email correspondence requesting updates on the status of my hot tub delivery. I have also sent a formal written demand for a refund, notified the Better Business Bureau, filed a complaint with nc2ags as a fraud case. I am prepared to file criminal charges if necessary to help ensure this type of fraudulent behavior will not happen to someone else. Despite all efforts, I have received neither the product nor a refund for the 18,338.73 paid by check, which was immediately cashed.

I am willing to prosecute

EXHIBIT
tabbies
D

Irving, Jennifer

From: Jasemin Celik <[redacted]>
Sent: Wednesday, July 30, 2025 12:14 PM
To: Irving, Jennifer
Subject: CP-25-15142 9Celik)- Backyard Leisure

Request pictures
I am grateful

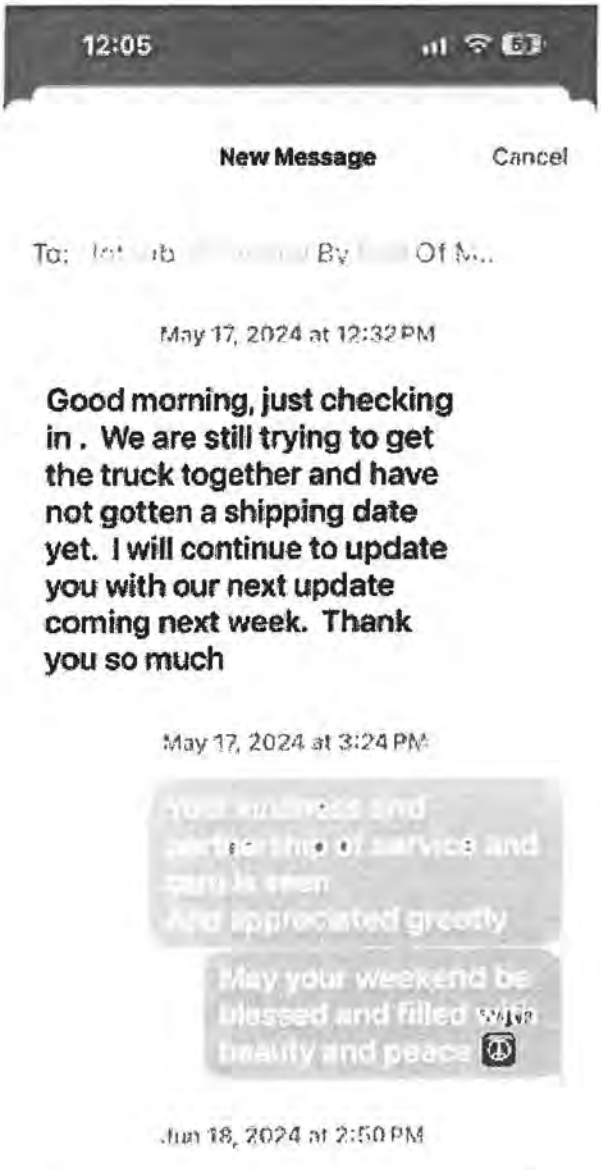
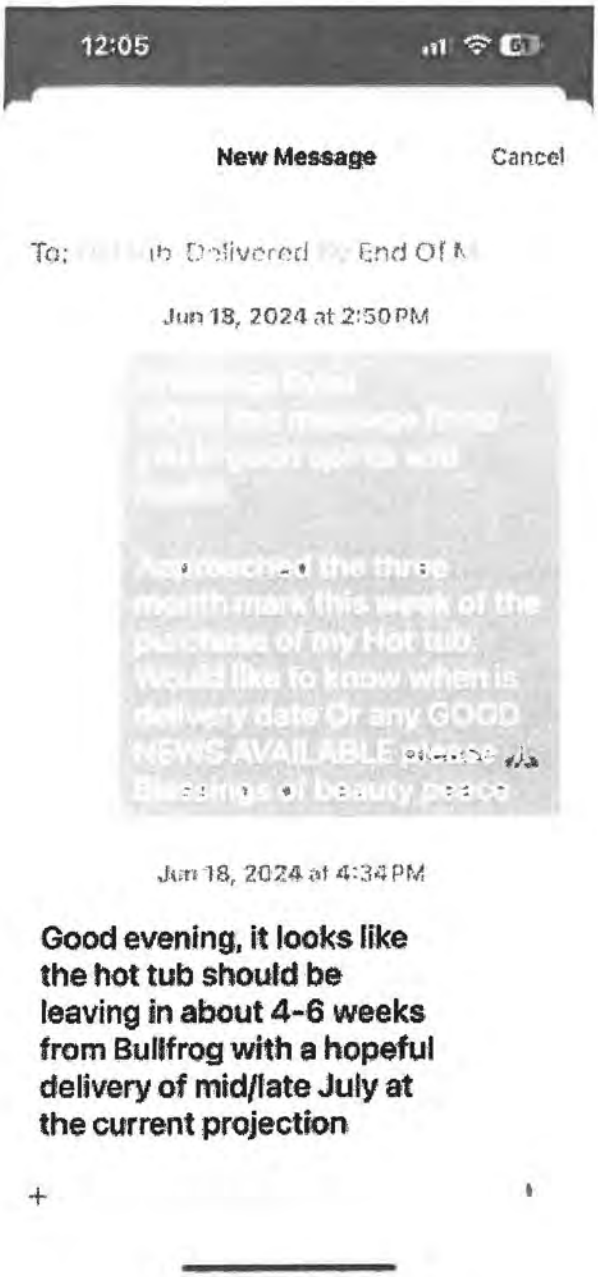
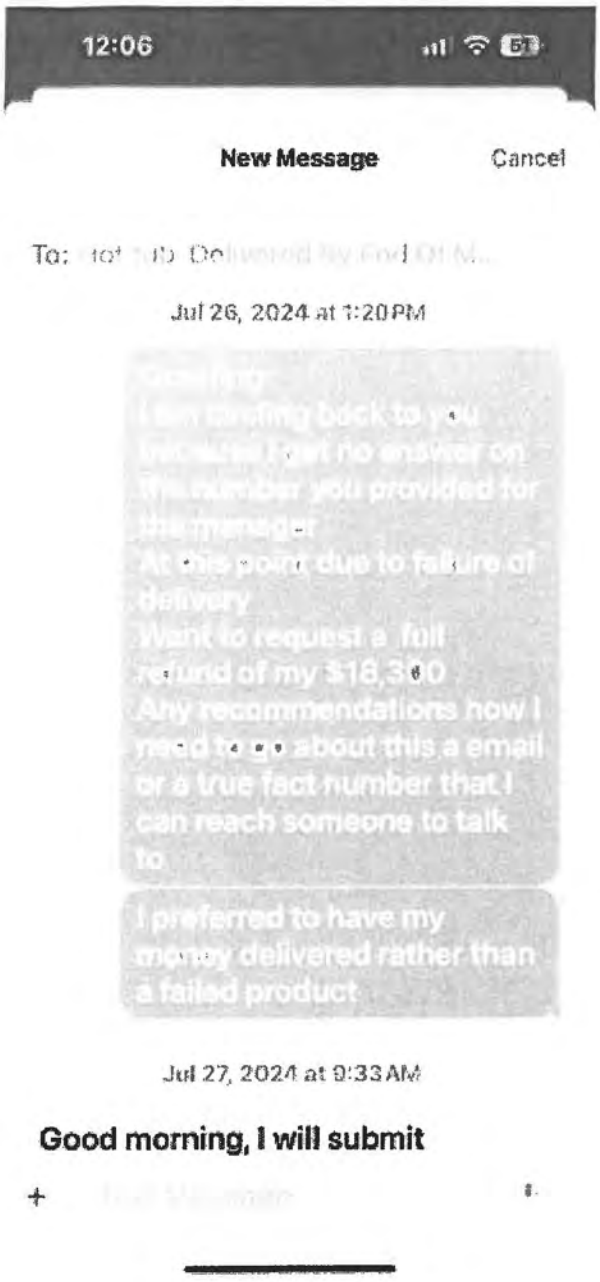
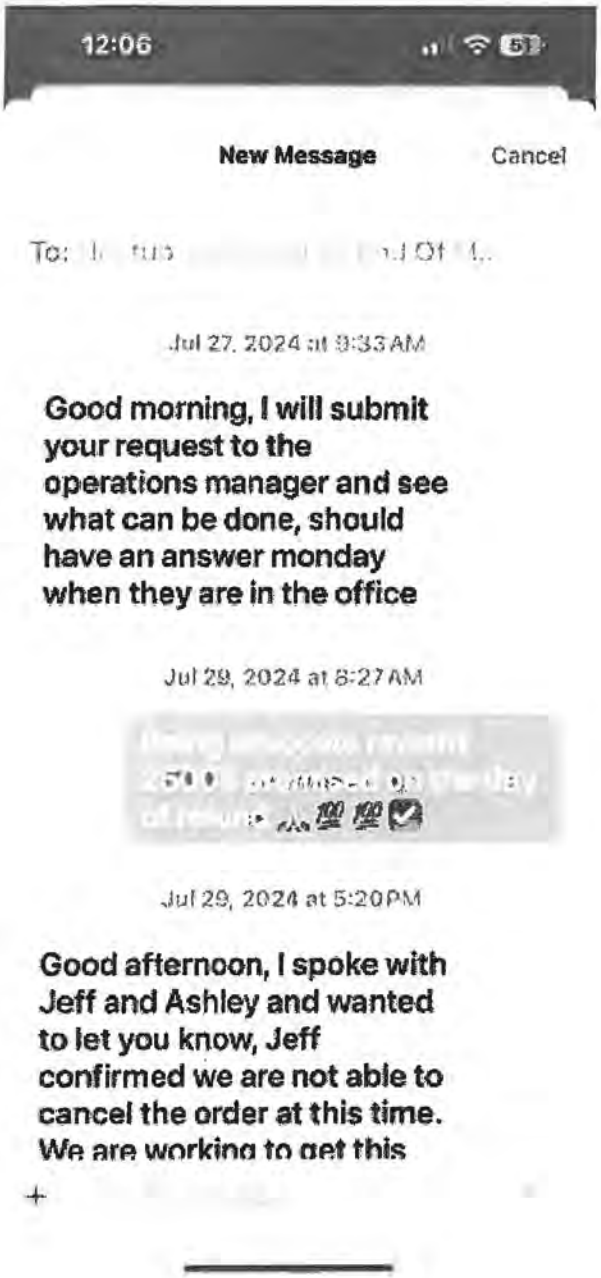


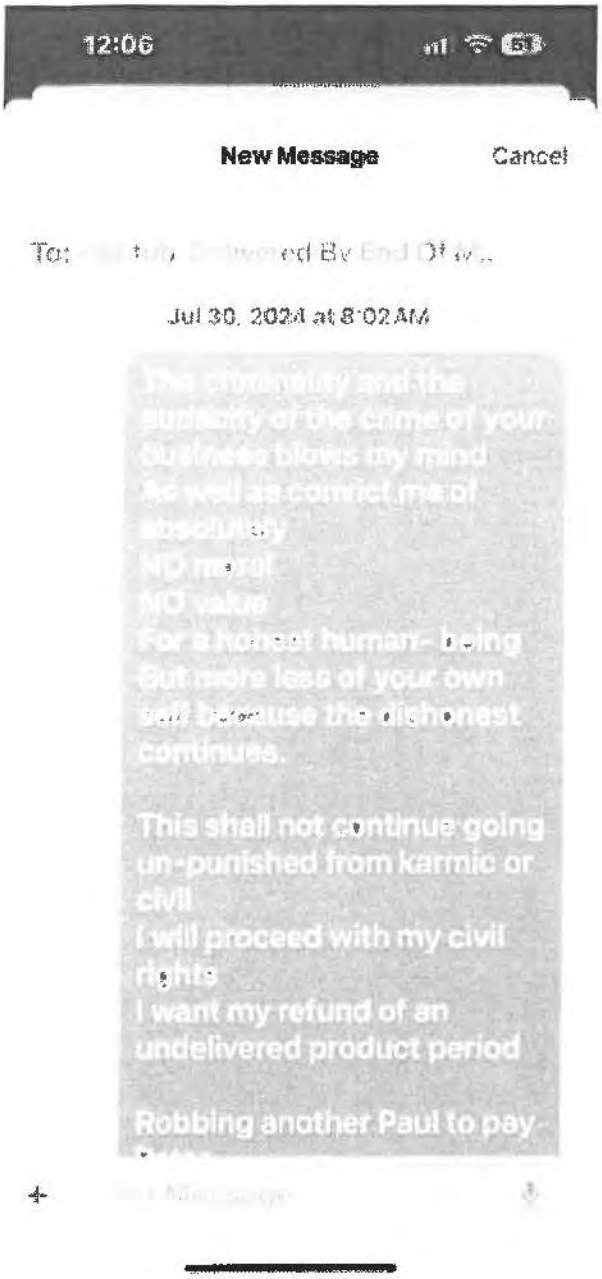
EXHIBIT
E


12:05
New Message
Cancel
To: ub Delivered by End Of M
Jun 18, 2024 at 2:50 PM
Jun 18, 2024 at 4:34 PM
Good evening, it looks like the hot tub should be leaving in about 4-6 weeks from Bullfrog with a hopeful delivery of mid/late July at the current projection

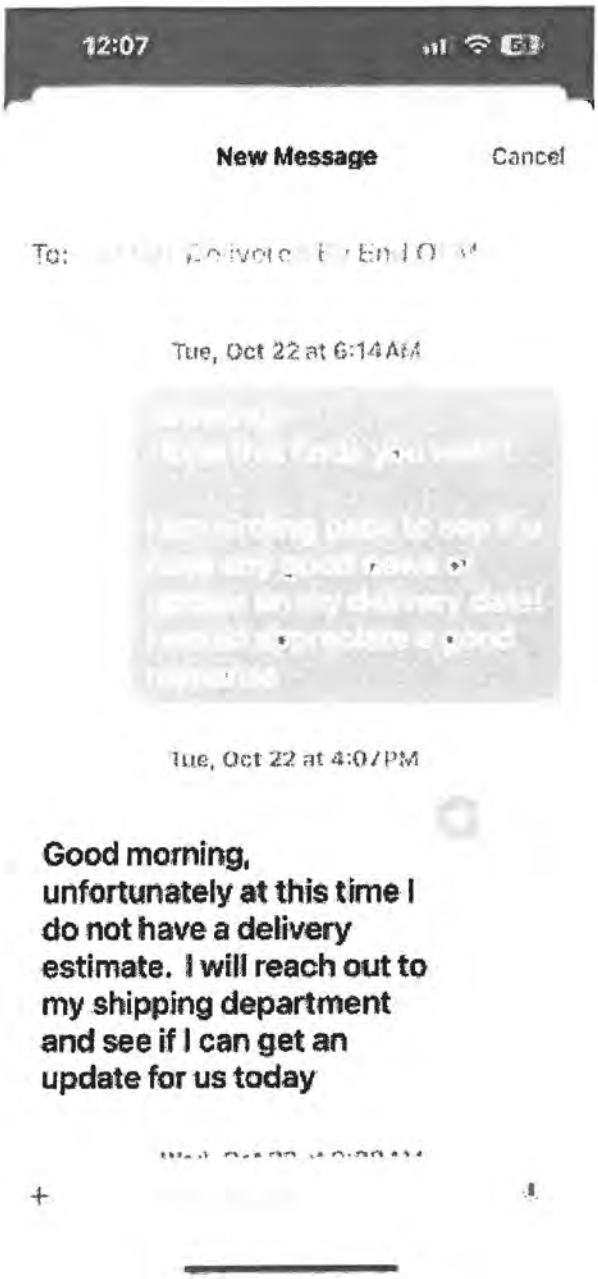

12:06
New Message
Cancel
To:
Jul 26, 2024 at 1:20 PM
I preferred to have my money delivered rather than a failed product
Jul 27, 2024 at 9:33 AM
Good morning, I will submit


12:06
New Message
Cancel
To:
Jul 27, 2024 at 9:33 AM
Good morning, I will submit your request to the operations manager and see what can be done, should have an answer monday when they are in the office
Jul 29, 2024 at 8:27 AM
Jul 29, 2024 at 5:20 PM
Good afternoon, I spoke with Jeff and Ashley and wanted to let you know, Jeff confirmed we are not able to cancel the order at this time. We are working to get this


12:06
New Message
Cancel
To: He D livered End Of
Good afternoon, I spoke with Jeff and Ashley and wanted to let you know, Jeff confirmed we are not able to cancel the order at this time. We are working to get this tub to you as soon as possible but no date as of yet, hopefully in the coming weeks. We will reach back out to you as soon as we have more information but we cannot do anything specific at this time.
Jul 30, 2024 at 8:02 AM
The criminality and the audacity of the crime of your business blows my mind As well as convict me of


12:06
New Message
Cancel
To:
Jul 30, 2024 at 8:02 AM
This criminality and the audacity of the crime of your business blows my mind
As well as convict me of absolutely
NO moral
NO value
For a honest human- being
But more less of your own self because the dishonest continues.
This shall not continue going un-punished from karmic or civil
I will proceed with my civil rights
I want my refund of an undelivered product period
Robbing another Paul to pay


12:06
New Message
Cancel
To: Delivered Of M...
Jul 30, 2024 at 10:12 AM
Good morning, unfortunately we are not able to cancel at this time. My hands are tied, I spoke with ownership about this. I am sorry for the delay but we are only a little bit behind schedule so please bear with us.
Mon, Sep 9 at 12:07 PM
Any news on my delivery date


12:07
New Message
Cancel
To:
Tue, Oct 22 at 6:14 AM
Tue, Oct 22 at 4:07 PM
Good morning, unfortunately at this time I do not have a delivery estimate. I will reach out to my shipping department and see if I can get an update for us today

12:07

New Message Cancel

To: Of M...

Good afternoon, I spoke with Jeff and he told me that there are only 5 Bullfrogs left in the queue and yours should be coming right around the corner but he could not give me a definite date. He said he is not able to authorize a refund at this time . If you need anything else please reach out to his email directly for direct contact.

Thu, Jun 12 at 8:30 AM



+

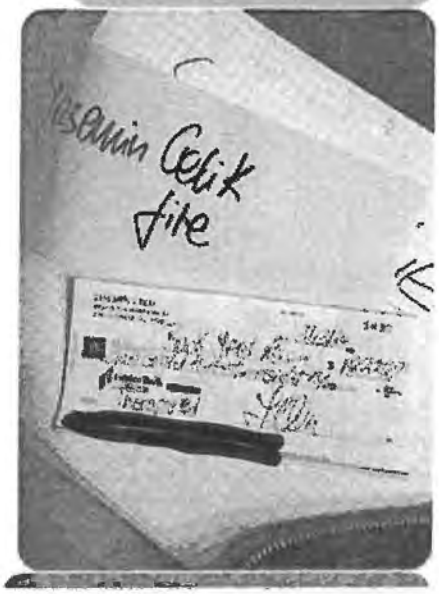
12:08

New iMessage Cancel

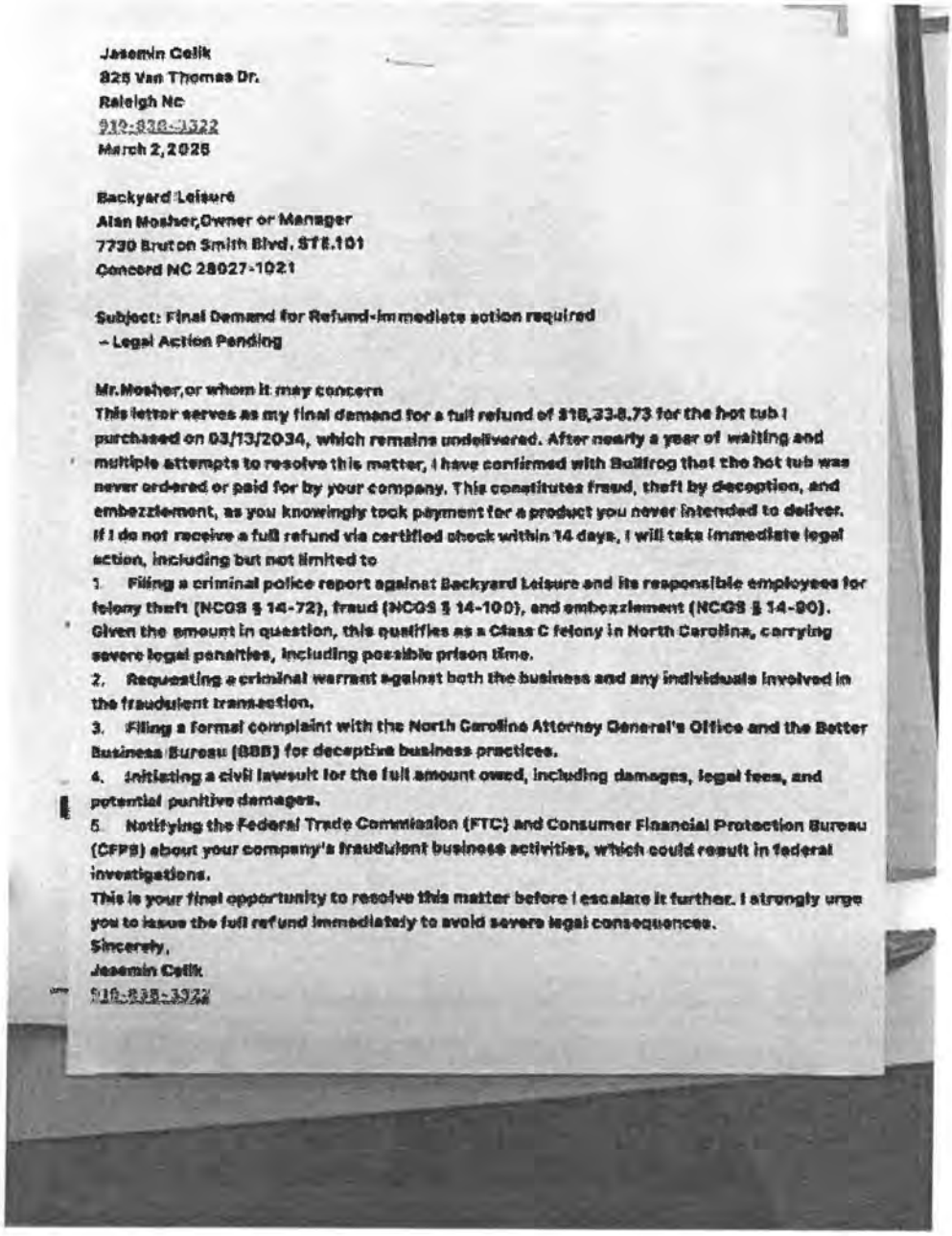
To: AARON Hot-tub

iMessage
Mar 14, 2024 at 7:49 AM

Good morning AARON leaving now to drop off check at your place



+



Jasemin Celik
825 Van Thomas Dr.
Raleigh Nc
919-838-3322
March 2, 2025

Backyard Leisure
Alan Mosher,Owner or Manager
7730 Bruton Smith Blvd. STE.101
Concord NC 28027-1021

Subject: Final Demand for Refund-Immediate action required
– Legal Action Pending

Mr.Mosher,or whom it may concern
This letter serves as my final demand for a full refund of $18,33-8.73 for the hot tub I purchased on 03/13/2034, which remains undelivered. After nearly a year of waiting and multiple attempts to resolve this matter, I have confirmed with Bullfrog that the hot tub was never ordered or paid for by your company. This constitutes fraud, theft by deception, and embezzlement, as you knowingly took payment for a product you never intended to deliver.
If I do not receive a full refund via certified check within 14 days, I will take immediate legal action, including but not limited to

1. Filing a criminal police report against Backyard Leisure and its responsible employees for felony theft (NCGS § 14-72), fraud (NCGS § 14-100), and embezzlement (NCGS § 14-90). Given the amount in question, this qualifies as a Class C felony in North Carolina, carrying severe legal penalties, including possible prison time.
2. Requesting a criminal warrant against both the business and any individuals involved in the fraudulent transaction.
3. Filing a formal complaint with the North Carolina Attorney General's Office and the Better Business Bureau (BBB) for deceptive business practices.
4. Initiating a civil lawsuit for the full amount owed, including damages, legal fees, and potential punitive damages.
5. Notifying the Federal Trade Commission (FTC) and Consumer Financial Protection Bureau (CFPB) about your company's fraudulent business activities, which could result in federal investigations.

This is your final opportunity to resolve this matter before I escalate it further. I strongly urge you to issue the full refund immediately to avoid severe legal consequences.
Sincerely,
Jasemin Celik
919-838-3322



Sent from my iPhone

Exhibit 5

STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

Affidavit of Cynthia Marie Belcher

I, Cynthia Marie Belcher, being first duly sworn, state as follows:

1. I am 60 years old and live with my husband, Christopher Ellis, at 23 Suhani Lane, Clayton, NC.

2. My husband and I wanted an inground pool to enjoy during the hot summer months. We had a pool when we lived up north and wanted one when we moved here as well. We had looked around at a few places that installed inground pools. One day we saw a company called Backyard Leisure on Capital Boulevard in Raleigh, so we decided to stop in. We were greeted by salesperson Aaron Garner, who showed us some of their models in the back.

3. After looking over the options, we decided the Palmetto 14/37 model would work best for our needs and budget, so we signed a contract on September 6, 2024, for Backyard Leisure to deliver and build the pool for us. The list price for the pool was $95,999 but Aaron said there was an end-of-season special of $70,000 if we paid in cash. The total price with tax was $73,325.00, and the contract spelled out a payment schedule for a total of four payments: an initial 25% deposit of $18,331.25; 25% ($18,331.25) due when permits were approved; 45% ($32,996.25) due when the pool shell was delivered; and the final 5% ($3,666.25) due at pool start up. True and accurate copies of our Sales Order and Contract are attached as Exhibit A.

4. Aaron said we would be next in line to have our pool installed and that "Alberto" would be doing the work from start to finish. He assured us that the work would go quickly and be completed by February 2025.

5. We went back into the store on September 23, 2024, to make the required initial payment of $18,331.25. We made the second payment of $18,331.25 on November 13 as the permits had been pulled.

6. Workers finally started digging on January 14, 2025, so we gave them the third payment of $32,996.25 on January 31, 2025, leaving a balance due of $3,666.25 when the pool was completed. True and accurate copies of the cashier's checks we paid to Backyard Leisure are attached as Exhibit B.

7. After we made the third payment, the fiberglass shell was placed in the ground in February and the pool was filled with water. That was the last work that Backyard Leisure did on our pool other than months later when they came back to correct the shell that wasn't level. The concrete around the pool has not been poured, the electrical work has not been done, and the pump, filter, lights, and ladders have not been installed. Without a pump or filter, the water is now looking nasty. We are also concerned because the area is unsafe; we worry that someone could fall into the pool and drown. We put up a fence around the pool, but we did not initially install a permanent gate because workers would need access to complete the pool. We put up a small, temporary orange gate with a sign that says, "Keep Out," but we still worried that someone could fall in, so we decided to go ahead and have a permanent gate installed. However, there is still a gap under the gate that a child could squeeze



through and that cannot be filled in until the work is completed. We will also have to pay to have the gate removed and reinstalled when workers come to finish the work.

8. Since February 2025, we have been calling Ross Smith, Alan Mosher, and Alberto, trying to get someone to complete our pool so we can use it. My husband and I have also been to the store in Raleigh at least 20 times, speaking with Dave and Manager Ryan. They all kept telling us we need to talk to Ross. Ryan also told us he would call Alan and Ross for us, but we never got return calls.

9. Alan Mosher came to our house a few times to pick up some equipment because the pool had been installed lopsided and it had to be redone. We had not been told he was the owner and he never identified himself to us as the owner, so I assumed he was a worker. I only found out later from one of the store workers that he was the owner.

10. On August 8, 2025, I submitted a complaint about Backyard Leisure to the North Carolina Attorney General's Office. A true and accurate copy of my complaint is attached as Exhibit C.

11. I am very frustrated with Backyard Leisure and feel we should be compensated for all we have been through and are still going through. We thought we would have a pool to enjoy this summer, but summer is over and all we have is a nasty green mess. We are now seven months beyond the promised completion date and a year beyond the date we signed our contract. Backyard Leisure took $69,658.75 from us and has yet to complete (or even start) the concrete and electrical work.

12. The foregoing statements are true to the best of my information, knowledge, and belief.

9/15/25
Date

Cynthia Marie Belcher

Sworn to and subscribed before me
This the 15 day of Sept, 2025

(Notary Public)

My Commission Expires: June 4th, 2029

GRAYSON CRUSE
Notary Public - North Carolina
Johnston County
My Commission Expires Jun 4, 2029

BACKYARD LEISURE

7730 BRUTON SMITH BLVD, STE 101
CONCORD, NC 28027
704-979-8550

Sales Order

Sold To

Chris and Cynthia Ellis
914-473-6201
23 Suhani Ln
Clayton, NC 27520

Date	S.O. No.	Rep
9/6/2024	1683	AG

Quantity	Item	Description	Price Each	Amount
1	PALMETTO-OCE...	ALAGLAS PALMETTO OCEAN Pool Shell, Ladder, LED Light, 4 Ribbon Waterfalls, Pentair 1spd 1hp pump, Sand Dollar filter, Pentair Intellichlor Salt System, Survey and Permits, Standard Electrical with-in 20 Ft, Start-Up Chemicals, and Installation	95,999.00	95,999.00T
	REBATE	END OF SEASON CASH REBATE *No Dolphin M400 *cash deal only 09/06	-25,999.00	-25,999.00

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$70,000.00
Sales Tax (4.75%)	$3,325.00
Total	$73,325.00



Backyard Leisure, LLC

3501 Capital Blvd, Raleigh, NC 27604
Phone: 919-850-2200

This agreement made and entered into this ____day of _____, 20__, by & between Backyard Leisure LLC, a North Carolina corporation with its principal place of business in Raleigh, Wake County, North Carolina, hereinafter referred to as SELLER and

Owner #1: Chris Ellis Owner #2: Cynthia Ellis
Address: 23 Suhani Subdivision: Batoour Farms
City: Clayton County: Johnston State: NC Zip: 27520
Phone: 919-473-6201 Work: Mobile:
Email:

Hereinafter referred to as BUYER:

WITNESSETH:

Whereas, SELLER is in the business of selling swimming pools and other related products, and whereas, buyer is desirous of purchasing a swimming pool and other related products, both being more particularly described in particularly herein under title, DESCRIPTION OF GOODS AND SERVICES, from SELLER;

1)SELLER hereby agrees to sell and BUYER hereby agrees to purchase these goods and services described in paragraph 2 herein below, provided however that no unforeseen obstacles on BUYER'S property or local ordinances prevent SELLER from completing installation as set forth herein after on reverse side.

2) DESCRIPTION OF GOODS AND SERVICES:
Size & Shape: Palmetto 14'x37'

*Standard package includes: Pool Shell, Hand Rail for steps, 3 rung ladder, 500 sq ft concrete decking with poured edge, Pentair 1sp 1hp pump, Pentair Sand Dollar Filter, Pentair Intellichlor Salt System, Dolphin M400 Robotic Vacuum, 4 deck jets, Survey and Permits, Basic electrical up to $3500, Start Up Chemicals, and Installation

Additional Work Agreed To: no M400

EXTRA LABOR INSTRUCTIONS: no other work is to be done if not in writing on this contract.

NOTICE TO BUYER(S)
BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the SELLER. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. This notice must be mailed to: **BACKYARD LEISURE LLC** 3501-124 Capital Blvd. Raleigh, NC 27604.

TERMS and CONDITIONS:

A. All checks must be made payable to Backyard Leisure.
B. Liability insurance coverage for property damages is provided.
C. Backyard Leisure LLC Guarantees all work for one (1) year. With the exception of issues related to concrete (due to the nature of concrete pitting and cracking is always possible).

ARBITRATION: It is hereby understood that any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach thereof shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association. The award of the Arbitrators shall be final and binding. This agreement and any dispute relating thereof shall be Arbitrated in and construed under the laws of the State of North Carolina. It is understood that the seller and only the seller is entitled to request any type of arbitration. Interest accrues on balances unpaid more than 30 days, at 18% per annum. If arbitration/legal action is necessary to collect monies owed, Buyer is responsible for Backyard Leisure's reasonable attorney fees and costs.

Customers Initials:_____

Total Contract Purchase Price: $73,325.00

1. **Deposit with contract* 25%** $18,331.25
2. Payment when Permits are approved 25% $18,331.25
3. Payment when pool shell is delivered 45% $32,996.25
4. Pool Start Up 5% $3,666.25

***If customer cancels after step 1 but before step 2 for any reason the initial deposit will be refunded minus $2500 to cover administrative costs.**
***If SELLER is unable to get a permit approved for the project, BUYER will be refunded the initial deposit minus $1500 for the survey, application fees, and legwork.**

***Absolutely no cancellations after payment 2**

Purchaser(s) each acknowledge receipt of a completed copy of this 4 page contract, and agrees to the content of all 4 pages.

By: Aaron Garner

Title:

(Buyers Signature)

(Buyers Signature)

***If any additional cost is needed to properly perform the pool installation for any reason that is discovered after the pool design has been completed it will be the customer's responsibility to pay for those charges.**
***If rock is hit during excavation, there will be a minimum charge of $5000 for excavation and removal.**
***In the event we hit water, there will be a minimum additional charge of $2500.00 for labor and material**
***If the electrical cost exceeds $5000 the customer is responsible for any overage. Examples that could make the electrical expense more are: a run over 30 feet, additional amp service or subpanel being added, boring or trenching, additional lights, a heater, etc. Backyard Leisure would have no knowledge of any additional electrical costs until the electrician visits the site and provides an estimate.**

CASHIER'S CHECK

November 13, 2024

PAY TO THE ORDER OF ***BACKYARD LEISURE***

Eighteen Thousand Three Hundred Thirty-One and 25/100 -US Dollars ** **$18,331.25

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

CASHIER'S CHECK

January 31, 2025

PAY TO THE ORDER OF ***BACKYARD LEISURE***

Thirty-Two Thousand Nine Hundred Ninety-Six and 25/100 -US Dollars ** **$32,996.25

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

CASHIER'S CHECK

SERIAL #: 6751103696

ACCOUNT #: 4861-003194

September 23, 2024

PAY TO THE ORDER OF ***BACKYARD LEISURE***

Eighteen Thousand Three Hundred Thirty-One and 25/100 -US Dollars ** **$18,331.25

NON-NEGOTIABLE

Purchaser Copy - Page 1 of 2

EXHIBIT

tabbies

B

Created on: 2025-08-08 21:52:23

NAME

Mr. Chris &Cynthia Marie Ellis Mr

MAILING ADDRESS

23 Suhani Ln
Clayton, North Carolina 27520

EMAIL

[redacted]

COUNTY OF RESIDENCE

Johnston

DAY PHONE NUMBER (INCLUDING AREA CODE)

(203) 808-0952

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(203) 808-0952

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure LLC

ADDRESS

3501 Capital Blvd
Raleigh, North Carolina 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

PRODUCT, ITEM, OR SERVICE INVOLVED

Inground Pool

DATE OF PURCHASE, SERVICE, CONTRACT

09/06/2024

MANUFACTURER OR BRAND

Palmetto 14/37

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

01/14/2025



Created on: 2025-08-08 21:52:23

AMOUNT IN DISPUTE

7332500

HOW WAS PAYMENT MADE?

Other

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

My Husband and I went to Backyard Leisure to give them the 1st payment which was 18,331.25 they were supposed to start upon 1st payment which was given to them on 9/23/24 and then on 11/13/24 we gave 2nd payment 18,331.25! They still didn't start the pool until 1/14/25 . They started Digging and then we gave them the 3rd payment 32,996.25 on 1/3025 and that's when the Fiberglass Shell was placed in the ground. As of Feb we have been calling Ross Smith and Alan Mosher. I have been in Contact with Alberto who was the main guy for the Pool by phone and Text. We have been in contact with the Electrician and the Concrete guy. Chris and I have been up to Backyard Leisure in Raleigh at least 20 times speaking with Dave and
Mgr Ryan and all they kept telling us to call Ross and In the meantime mgr Ryan told us that he will call Alan and Ross. The pool has been in since Feb 2024 with water in looking nasty.From Feb up until now still calling and no answer from anyone.Finally speaking with the Electrician she told us that they have money problems and they will not do the Electrician until they get paid same with the Concrete guys.As of today Our pool is still not Complete . We have a fence around our pool but the Gate is not on because they have to put the Filter on which is done by the Electrician and I am worried because the Pool is full of water and we have a small orange gate and we put the sign that says keep out. Hoping and Praying that no little kids or Adults jump in and Drown.This is we are right now and pool is still not Completed.I am very Frustrated with this and need to be Compensated for all we been through and still going through it. Thank you

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ross Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 625-7612

RESULTS

No Results as of yet

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Refund our Money and Complete the Concrete and the Electrical

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

Created on: 2025-08-08 21:52:23

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Exhibit 6

STATE OF NORTH CAROLINA

COUNTY OF LEE

Affidavit of Jody Lynne Rodriquez

I, Jody Rodriquez, being first duly sworn, state as follows:

1. I am 60 years old and live at 522 Troy Drive, Sanford, NC.

2. I am a disabled veteran (I was an Army nurse).

3. For my well-earned retirement, I wanted a turnkey, in-ground pool in my backyard that I could enjoy.

4. On September 12, 2024, I purchased a pool from Backyard Leisure at their Raleigh store for $52,500 (sales reps David McKinney and Ryan helped me). Exhibit A, attached hereto, is a true and accurate copy of the Sales Order and Contract. I would not have paid in full, but Backyard Leisure promised that I would be bumped up on the installation and they would complete my pool by Thanksgiving 2024 if I did. I went ahead and paid in full (using the majority of my savings) because the pool was something I really wanted for my retirement. Exhibit B, attached hereto, is a true and accurate copy of the Payment Receipt and Check showing my payment.

5. Thanksgiving came and went, and I had no contact from Backyard Leisure. I began trying to contact them, but usually no one would answer my calls or return my voice mail messages when I reached out, and they never initiated communication. When I did reach someone, I received one excuse after another, including that they were waiting on the product to come in. I was also hung up on many times by store employees Ryan and David when I simply confronted them by asking what date the pool would be completed.

6. I eventually spoke with someone at Backyard Leisure who said the pool would not be installed until January. They gave me a new installation date of January 29, 2025. That date came and went with no installation and no communication from them. Over the next couple of months, I continued trying to contact them, but the pattern of unanswered calls and unreturned voice mail messages persisted. When I was able to speak with someone, I was given more excuses.

7. Finally, the pool was put in the ground on March 12, 2025, and Backyard Leisure promised that 500 square feet of concrete surrounding the pool would be laid in 2-3 weeks. They said that once the concrete was laid, the pumps would be installed. Months went by and Backyard Leisure failed to lay the concrete. As a result, my house foundation and yard began eroding and washing away! Exhibit C, attached hereto, contains three photographs taken on June 5, 2025, showing the erosion.



8. I filed a complaint with the Consumer Protection Division of the North Carolina Attorney General's office on June 6, 2025. Exhibit D, attached hereto, is a true and accurate copy of my complaint. Consumer Protection Specialist Jennifer Irving copied me with a letter she sent to Backyard Leisure on June 10, 2025, asking the company to respond to my complaint within 15 days. My understanding is that, per a process agreed to between the Consumer Protection Division and Backyard Leisure, the letter was sent to Backyard Leisure's attorney. A true and accurate copy of that letter is attached as Exhibit E.

9. On June 11, 2025, Backyard Leisure finally poured the concrete, and they stamped it the next day. However, they still needed to install the pumps for me to use the pool, and they promised they would bring the pumps within a few weeks. As the weeks passed, I kept calling to try to get an estimated date for when that would happen. I finally got a call back from a guy named Ross who said I was third on the list. After all I had been through, I considered that progress, even though I still had no date or time assigned to me.

10. On September 8th, my pumps were delivered, but there is still no electric to them, and I pre-paid for the electric work. My pool resembles a swamp; mosquitos breed in the pool and are out of control. Exhibit F, attached hereto, is a photograph of my pool taken on April 14, 2025, showing the "swamp" water full of algae and dirt; the water is even filthier now. My backyard remains a big mess and has been that way for over four months. In addition, I live with five dogs, my constant companions, and their yard has been ruined as well. It is a health hazard for them and for me to be out there. Two of my dogs fell into the water, and I had to bathe them immediately afterwards because mosquitos carry disease and mosquito bites can cause infections in dogs. The rancid water also bred tadpoles and attracted snakes to my yard, which could be dangerous to my dogs. Exhibit G, attached hereto, is a photograph of my pool taken on July 14, 2025, showing the pool water looking like a deep olive-green color. Lastly, because the artificial turf in my yard was irreparable due to the damage from the pool run-off and the insects, I had to install turf around the pool to keep the run-off from getting worse, but the artificial turf at the bottom half of my yard still needs to be replaced, as it was deemed irreparable. I obtained a $15,000 estimate for the job from a company called Tyler's Turf Team. Exhibit H, attached hereto, is a copy of that estimate, dated August 20, 2025.

11. This has all been a nightmare, and I am emotionally drained and don't know what else to do. I don't sleep well because of the mess Backyard Leisure has put me through. The lack of communication, delays, and excuses are not just unprofessional – the company has actively misled me and caused substantial damage to my property (looking back, I have I left over 20 messages over the months).

12. I just want my pool to be completed ASAP so I can finally enjoy it and use my backyard again. I think I am owed compensation for all the anguish I have been put through, plus I should be paid the $15,000 estimate to have the artificial turf in my lower yard replaced. I also think Backyard Leisure should clean up the mess they made of my yard. If they don't complete my pool, it means the $52,500 I paid them was all for naught. If that ends up being the result, I believe I am entitled to a total refund.

13. The foregoing statements are true to the best of my information, knowledge, and belief.

30 Sept 25
Date

Jody Lynne Rodriquez

Sworn to and subscribed before me
This the 30th day of September, 2025

(Notary Public)

My Commission Expires: Dec. 8, 2026



Backyard Leisure
3501 CAPITAL BLVD, STE 124
RALEIGH, NC 27604
919-850-2200

Sales Order

Sold To:

Jody Rodriquez
910 242 6787
522 Troy Dr
Sanford NC 27332

Date	S.O. No.	Rep
9/12/2024	1685	DMK

Item	Quantity	Description	Price Each	Amount
NAPLES-SANDS...	1	ALAGLAS NAPLES SANDSTONE Pool Shell, Ladder, LED Light, 4 Ribbon Waterfalls, Pentair 1spd 1hp pump, Sand Dollar filter, Pentair Intellichlor Salt System, Survey and Permits, Standard Electrical with-in 20 Ft, Start-Up Chemicals, and Installation	63,499.00	63,499.00T
REBATE		Millitary and Liquidation Sale	-12,028.41	-12,028.41
		Paid in full , 9/12		

X

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$51,470.59
Sales Tax (2.0%)	$1,029.41
Total	**$52,500.00**

EXHIBIT
tabbies
A

Backyard Leisure, LLC

3501 Capital Blvd, Raleigh, NC 27604
Phone: 919-850-2200

This agreement made and entered into this 12 day of Sept, 2024 by & between Backyard Leisure LLC, a North Carolina corporation with its principal place of business in Raleigh, Wake County, North Carolina, hereinafter referred to as SELLER and

Owner #1: Jody Rodriguez Owner #2: _____
Address: 522 Hoy Dr Subdivision: 78 South
City: Sanford County: Lee State: NC Zip: 27332
Phone: 910 242 6787 Work: _____ Mobile: 919-242-6787
Email: JLRODI@hotmail.com

Hereinafter referred to as BUYER:

WITNESSETH:

Whereas, SELLER is in the business of selling swimming pools and other related products, and whereas, buyer is desirous of purchasing a swimming pool and other related products, both being more particularly described in particularly herein under title, DESCRIPTION OF GOODS AND SERVICES, from SELLER;

1)SELLER hereby agrees to sell and BUYER hereby agrees to purchase these goods and services described in paragraph 2 herein below, provided however that no unforeseen obstacles on BUYER'S property or local ordinances prevent SELLER from completing installation as set forth herein after on reverse side.

2) DESCRIPTION OF GOODS AND SERVICES:

Size & Shape: Naples 11'10" x 23'10"

*Standard package includes: Pool Shell, Hand Rail for steps, 3 rung ladder, 500 sq ft concrete decking with poured edge, Pentair 1sp 1hp pump, Pentair Sand Dollar Filter, Pentair Intellichlor Salt System, Dolphin M400 Robotic Vacuum, 4 deck jets, Survey and Permits, Basic electrical up to $3500, Start Up Chemicals, and Installation

Additional Work Agreed To: Dirt Haul Away - 2 loads

EXTRA LABOR INSTRUCTIONS: no other work is to be done if not in writing on this contract.

NOTICE TO BUYER(S)
BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the SELLER. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. This notice must be mailed to: **BACKYARD LEISURE LLC** 3501-124 Capital Blvd. Raleigh, NC 27604.

TERMS and CONDITIONS:

A. All checks must be made payable to Backyard Leisure.
B. Liability insurance coverage for property damages is provided.
C. Backyard Leisure LLC Guarantees all work for one (1) year. With the exception of issues related to concrete (due to the nature of concrete pitting and cracking is always possible).

ARBITRATION: It is hereby understood that any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach thereof shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association. The award of the Arbitrators shall be final and binding. This agreement and any dispute relating thereof shall be Arbitrated in and construed under the laws of the State of North Carolina. It is understood that the seller and only the seller is entitled to request any type of arbitration. Interest accrues on balances unpaid more than 30 days, at 18% per annum. If arbitration/legal action is necessary to collect monies owed, Buyer is responsible for Backyard Leisure's reasonable attorney fees and costs.

Customers Initials: JR

Total Contract Purchase Price: $52,500

1. –

Deposit with contract* ~~25%~~ 100% $52,500.00

2. Payment when Permits are approved 25% $ –

3. Payment when pool shell is delivered 45% $ –

4. $ –

Pool Start Up 5% –

***If customer cancels after step 1 but before step 2 for any reason the initial deposit will be refunded minus $2500 to cover administrative costs.**
***If SELLER is unable to get a permit approved for the project, BUYER will be refunded the initial deposit minus $1500 for the survey, application fees, and legwork.**

***Absolutely no cancellations after payment 2**

Contract is not Locked in until Permits are Approved AG

Purchaser(s) each acknowledge receipt of a completed copy of this 4 page contract, and agrees to the content of all 4 pages.

By: Aaron Garner AG

Title: Sales

(Buyers Signature)

(Buyers Signature)

***If any additional cost is needed to properly perform the pool installation for any reason that is discovered after the pool design has been completed it will be the customer's responsibility to pay for those charges.**
***If rock is hit during excavation, there will be a minimum charge of $5000 for excavation and removal.**
***In the event we hit water, there will be a minimum additional charge of $2500.00 for labor and material**
***If the electrical cost exceeds $5000 the customer is responsible for any overage. Examples that could make the electrical expense more are: a run over 30 feet, additional amp service or subpanel being added, boring or trenching, additional lights, a heater, etc. Backyard Leisure would have no knowledge of any additional electrical costs until the electrician visits the site and provides an estimate.**

Buyer represents and warrants that the ground in the pool area may be excavated by tractor type backhoe, and should hard pan, caliche, rock, or other materials, sand water, water table, or surface water or surface seepage be encountered in the excavation, requiring use of stone, pump, compressor of blasting materials, the extra cost will be paid by the Buyer. Buyer will clear and prepare site for pool including removal or protection of trees or other vegetation, pipes or pipe line or other improvements affected by this construction, unless otherwise specified herein, and if any extra labor or material is required therefore the same will be paid by the Buyer. Should quicksand, rocks, septic tanks or line, or other underground obstacles be encountered, all operations will cease and this contract will cease and this contract shall be cancelled and Buyer will assume and pay Seller all costs incurred by Seller involved up to this point, including all cost of restoring ground to rough grade. Alternatively, if the customer wants to continue with the pool installation, the Buyer will be responsible for any costs associated to get the site prepared properly. Buyer will supply sufficient water to fill the pool. Buyer will also provide for adequate water supply to the filter and electricity to the filter, will ground the pool, and will provide all proper electrical appliances as required by all codes. Buyer warrants that they own the premises where the pool is to be installed and that there are no zoning limitations or restrictions preventing the performance of this agreement.

Buyer designates access point to construction site. There must be access to get all needed equipment to the site. This may include excavators, lulls, concrete trucks, dump trucks, cranes, etc. Backyard Leisure cannot be held responsible for any damage around the access point to the construction site and around the site itself. Backyard Leisure is doing major construction on your property with extremely heavy equipment and cannot be held responsible for any damage to driveways or concrete, fencing, grass, drains, flower beds, underground plumbing or electrical lines, etc.

Seller's warranties for factory defects for period specified in the contract are subject to normal use and care, and upon receipt of written notice within the prescribed period, remedy and breach without charge. Seller shall be liable for mechanical defects only. All claims shall be in writing and claim will not be honored unless Buyer's full indebtedness to Seller is paid or arguments are current. In addition, charges, made for any reason, that are not remitted promptly will result in total cancellation of all warranties. Buyer shall keep pool filled at all times, and any damages incurred while pool is not full shall be solely Buyer's responsibility. In the event the pool is drained to make any corrections or repairs, Buyer will be responsible for water to refill pool.

Buyer agrees to be responsible for the site selected and location of the pool; however, Seller has the right to cancel the contract if pool site selected by Buyer is not acceptable by the Seller. This contract based on the assumption that the existing utilities are adequate and that there are no underground obstructions, underground water, hard, rocky, or filled ground surcharges, underground pipe lines, or easements, and if any are discovered and necessitate additional work will be paid for by buyer at Seller's cost thereof. Seller will mark off the pool site on the start of the pool build. It is the customer's responsibility at that time to approve the position and layout of the pool. Any variation or relocation of the pool after that time will result in significant cost by the buyer to change any aspect of position or layout. Final approval of the layout and position of the pool is solely the responsibility of the customer at this time. Any and all cost, including labor and material to make a layout or position change after the first day of the pool build will be the buyers responsibility.

Buyer understands that electrical is provided as long as the run in not beyond 30' of the supply and assumes that the customers panel can handle the necessary amperage load for the pool and the accessories. Should the run be further than 30' or electrical panel not have the needed amperage, the customer understands any additional charges will be the customer's responsibility. If the electrical supply is not sufficient for the pool and the service has to be upgraded, the customer understands that those charges will be paid by the customer directly to the electrician.

Seller reserves the right to substitute parts of equal or like quality and to make improvements and modification in design. This includes making changes to the pool layout or position if seller believes it is in the best interest of the pool, customer, or installation.

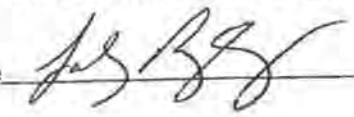
Seller makes absolutely no warranty concerning concrete decking, which may be part of the contract purchase. Likewise, the Seller shall have no responsibility whatsoever for replacement or repair of any concrete decking which may be removed in order to gain access to leaking pipes.

Seller makes no warranties other than those contained in the warranty certificates delivered.

Execution of Buyer of certificate of completion or use of pool before completion of all work under contract by Seller is done shall denote complete acceptance of the work on the pool by buyer. This means at the point the customer uses the pool, they are accepting the pool as 100% complete and that the completion was done in a satisfactory manner.

For maximum efficiency of equipment, water level should be kept approximately half way up skimmer. Due to uncontrollable settling and shifting ground conditions and due to water finding and maintaining its own level, Seller makes no warranty regarding pool equipment or operation which may be adversely affected by a 2" or less variance in water levels throughout the pool.

Use of pool prior to signing off our completion certificate before final payment on contract, or use before 96 hours curing had been completed may render the Seller's warranty or guarantee, void. Also, should a payment be later than 1 week from the time the payment was due the customer understands that all warranties and/or repairs will be null and void. The buyer also understands that at any point that a payment is due and not made, Backyard Leisure will stop all work at customer's home and move on to the next job. Buyer will have to wait until a crew can be rescheduled to get back to work on their job. Customer understand that should they stop our crews from working at any point that Backyard Leisure will stop all work at customer's home and move on to the next job. Buyer will have to wait until a crew can be rescheduled to get back to work on their job.

Customer signature  Date 9/12/2024

The Seller shall have no responsibility whatsoever for misuse, abuse, fire, action of the elements, acts of God, high water tables or rising water tables, or surface or subsurface drainage around pool.

The credit of the Buyer shall be subject to review and consideration, and if in the opinion of the Seller or any financing institution, the Buyer's credit shall be found inadequate, then and in that event the Seller shall have the option of cancelling this contract.

In the event additional fill dirt and/or rock is needed around the pool area during construction, Seller retains the right to add the cost of same as an extra to the purchase price.

This contract does not include and re-seeding or re-planting. All water, landscaping, and sod repairs to be done by Buyer.

Buyer shall be responsible for any and all damage to his property or damage to any and all adjacent property due to water leakage of the pool. Buyer shall provide adequate access to the pool site and driveways, or structures of any kind, which may occur before, during, or after the pool installation.

In the event the buyer drains the pool for any reason, all warranties or guarantees on the pool are automatically void, unless authorized in writing by Backyard Leisure LLC.

After installation, Seller is not responsible for any damage arising from the ground settling in and around the pool area, and additional charges shall be made in the event the Seller supplies any fill dirt. This contract specifically excludes the construction of any retaining wall, and in the event that is determined by the Seller prior to completion of pool that any retaining wall is needed, then same shall be at an additional expense to Buyer or, In the event Buyer refused to authorize the Seller to build any needed retaining wall at Buyer's expense, this Contract may be cancelled by the Seller, and Buyer shall be liable to Seller for any labor and materials plus fifty percent (50%) for work performed prior to cancellation. In the event the pool is completed prior to determination that a retaining wall is needed, Buyer shall still be liable for contract price of the pool if he elects not to incur the additional expense of the retaining wall. Days lost due to government stoppage, strikes, fires, floods, wind storms, acts of God, failure of usual sources of supplies and materials, or any unavoidable causes beyond the control of the Seller are not counted as working days, nor are Saturdays, Sundays, or Holidays.

This contract (if applicable, including the provisions on the reverse side hereof) constitutes the entire agreement. In the case of conflict, the terms of this contract shall prevail. No other verbal or written agreement shall affect this contract and this contract cannot be modified except by written mutual consent of Buyer and Seller. Buyer or Buyers signature on the face of contract indicates complete acceptance of this contract in its entirety.

Customer signature _____ Date 9/12/2024

Payment Receipt

Backyard Leisure

PO Box 470
Kernersville. NC 27285

Received From
Jody Rodriquez 910 242 6787 522 Troy Dr Sanford NC 27332

Date	9/12/2024
Payment Method	Check
Check/Ref No	

Payment Amount	$52,500.00
Total Amount Due	-$52,500.00

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied



PO Box [illegible]
Kernersville, NC 27285

Received From
Jody Rodriquez 910 242 6787 522 Troy Dr Sanford NC 27332

Date	9/12/2024
Payment Method	Check
Check/Ref No	

Payment Amount	$52,500.00
Total Amount Due	-$52,500.00

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied

JODY L RODRIQUEZ
257 SEA MIST DR
SANFORD, NC 27332

3(

68-784

12 Sept 2024
DATE

PAY TO THE ORDER OF Backyard Leisure, LLC $ 52,500

Fifty two thousand five hundred and 00/100 DOLLARS

Harland Clarke

PENFED
PENTAGON FEDERAL CREDIT UNION
1600 Skibo, Suite 320
Fayetteville, NC 28303
www.PenFed.org

FOR Pool Install.

MP

EXHIBIT
C
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Created on: 2025-06-06 01:01:02

NAME

Ms. Jody Lynne Rodriquez

MAILING ADDRESS

522 Troy Dr
Sanford, NC 27332

EMAIL

[redacted]

COUNTY OF RESIDENCE

Lee

CELL PHONE NUMBER (INCLUDING AREA CODE)

(910) 242-6787

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

Yes

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Back yard leisure

COMPANY'S INTERNET ADDRESS (URL)

Http://Spapoolbilliards.com

ADDRESS

3612 spring forest rd
Raleigh, NC 27616

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

Backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Turn key In ground pool with concrete installation

DATE OF PURCHASE, SERVICE, CONTRACT

09/12/2024

MANUFACTURER OR BRAND

Fiberglass inground pool

DID YOU SIGN A CONTRACT OR LEASE?

Yes



Created on: 2025-06-06 01:01:02

START DATE

09/12/2024

TOTAL AMOUNT PAID

52500

AMOUNT IN DISPUTE

52500

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I responded to a Website or email solicitation

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I am a 60 yo female and 100% disabled veteran. I purchased the pool at back yard leisure in Raleigh NC. I would not have paid in full, but they promised that I would be bumped up on the install list and they would complete my pool by Thanksgiving 2024. I used the majority of my savings bc this was something I really wanted. Thanksgiving came and went. No contact from them. When I contacted them, they said it wouldn't be until January. The gave me a new install date of 29 Jan 2025. Again, no contact from them. When I reached out again, there was one excuse after another. Finally, 12 March the pool was put inground with the promise of 500 sq ft of concrete to be laid in 2-3 weeks. Once the concrete was laid, the pumps would be installed. Well, here it is almost 3 months later and my house foundation and yard are washing away!! I have received one excuse after another. I even heard they had a cash flow issue. No one answers my calls or returns my texts. It has been a nightmare and I am emotionally drained and don't know what else to do. I seriously don't sleep well because of the mess they are putting me through. I have saved all conversations and promises if needed. This has been a total nightmare from the start.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

David McKinney

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

This is backyard leisure phone number. They never answer the phone and when I leave a message, not once have they returned my call. I have left over 20+ messages over the months.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Get the job done ASAP and I think I am owed compensation for all the anguish. I also think they should clean up the mess they have made of my yard. Or, a total refund!

Created on: 2025-06-06 01:01:02

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- IMG_4274.jpeg
- IMG_4366.jpeg
- IMG_4367.jpeg
- IMG_4368.jpeg

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Jeff Jackson
Attorney General

State of North Carolina
Department of Justice

CONSUMER PROTECTION
TOLL-FREE IN NC: (877) 566-7226
OUTSIDE OF NC: (919) 716-6000
FAX: (919) 716-6050

June 09, 2025

Backyard Leisure
3612 Spring Forest Rd.
Raleigh, NC 27616
twilmoth@farrin.com

Re: File No. CP-25-10381

Dear Sir or Madam:

The Consumer Protection Division has received the attached complaint regarding your business.

To assess the merits of the complaint and to determine appropriate action, we need to know your position and any proposed resolution. Therefore, we ask that you provide a written statement of your position, along with copies of any supporting documents, within fifteen (15) days of the date of this letter.

Please submit your response electronically using your business' letterhead, indicating the name of the person sending the response. Your electronic response should be sent to consumer@ncdoj.gov and cannot exceed 5mb, including attachments.

Thank you for your cooperation.

Sincerely,
Jennifer Irving
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

Attachment(s)

cc: Jody Rodriquez





EXHIBIT
F
tabbies


EXHIBIT
G
tabbies

#015

Issued 8/20/2025

Tyler's Turf Team

INVOICE

Bill To

Jody

9102426787

522 Troy dr sanford nc 27332

Description	QTY	Price, USD	Amount, USD
Material/labor Turf Nails Sand Gravel Labor nontaxable	1	$15,000.00	$15,000.00
		Total	**$15,000.00**

Tyler's Turf Team

Notes & Payments instructions

Tyler turf team came to repair customer jody artificial turf, but due to damages cause by pool company wasn't repairable. We tried all steps necessary to complete the task, but wasn't successful turf will need to be replaced with new.

Any questions contact contractor Tyler at 919-748-1064

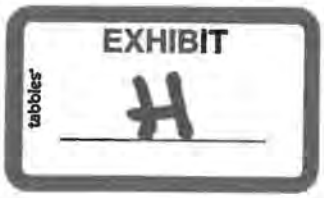


Exhibit 7

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

Affidavit of Rebecca Yingling

I, Rebecca Yingling, being first duly sworn, state as follows:

1. I am 41 years old and live with my husband, Moses, and our two children at 125 Old Corral Avenue, Sanford, NC.

2. My husband and I wanted a pool in our backyard for our children to enjoy for the summer. In addition, my husband is a retired disabled veteran, and he thought that pool therapy would be helpful. We began looking at pool companies in 2023 but did not make a purchase at that time. The pool packages we were being offered did not include the concrete or electrical work, and we were a little wary of trying to arrange that work on our own. In May of 2024, I called Backyard Leisure Pools & Spas on Capital Boulevard in Raleigh and spoke with salesperson Liz Garner. The pool package she offered included everything, so it would be a turnkey job. Ms. Garner assured us that Backyard Leisure could have our pool installed and ready to use by mid-July/August of 2024. These factors influenced our decision to go with Backyard Leisure.

3. On June 7, 2024, Ms. Garner emailed me the specifications and prices for two different pool packages. After we let her know which package we wanted, she emailed again later that same day with some adjustments. She explained that the Ultratemp electric heater (part of the package we chose) was not in stock but they did have a Mastertemp electric heater in stock. She included a Sales Order and explained that once we approved the order, we could apply for financing. The sales price was $101,952.18, including tax.

4. She told us that once we were approved for financing, we would need to come into the store to sign some documents to get things started. I went into the store on June 9, 2024, made the 27% ($27,725.54) required down payment with a personal check, and signed the Sales Order and Contract. We were then told the pool would be operational by September 2024. A true and accurate copy of the Sales Order and the Contract is attached as Exhibit A. A true and accurate copy of the canceled check is attached as Exhibit B.

5. The project could not move forward as planned because we encountered some permit issues due to having to move our septic tank lines, but the permit was finally approved by early October 2024. Although we did not discuss the projected timeline again with Backyard Leisure at this point, we were under the impression that the original estimate of 2-3 months for completion of the job would still be true.

6. After the permit was approved, Ryan Smith, who identified himself as Sales Manager at Backyard Leisure, notified us that we had gotten the wrong funding. We were of the understanding we were applying for funding that would have released funds on a schedule as various stages of work were completed. Ryan later told us the funding we secured could only be released in one lump sum. Backyard Leisure was aware of our applying for the original funding source the same day we applied for it on June 7, 2024. There had been some issues with our original application and our sales representative, Liz



Garner, stated a manager would make a phone call request to Service Financing on our behalf. Liz told us that the manager had made that phone call to Service Finance.

7. On October 7, 2024, we received an email from Ryan Smith asking us to sign a Service Financing form, which he had attached to the email. He said that once we signed and returned the form, the pool shell would be ordered and Backyard Leisure would add us to their installation schedule. He explained that signing the form would allow Backyard Leisure to receive the payment from Service Finance, which would also start our obligation to make payments to Service Finance. As he described it, the pool would be ordered once Backyard Leisure received that payment from Service Finance, the payment from Service Finance would fulfill all remaining payments due to Backyard Leisure, and Backyard Leisure would still be bound to their contract with us as if the money had been released to them as various stages of the project were completed. The form turned out to be a document that stated that we agreed that 100% of the work had been completed and that upon return of the signed form, Service Finance would release all money to the contractor, Backyard Leisure. I signed and returned the form that same day because we were already in it for the down payment and this way we could move forward. A true and accurate copy of that form is attached as Exhibit C. Service Finance Company released the funds to Backyard Leisure the following day.

8. On November 13, 2024, Backyard Leisure installed the pool shell in the ground. We were encouraged by this since it looked like we were on track to have the pool done within the 2-3 month estimate.

9. On November 21, Ryan Smith told us that we needed to pay an extra $3,000 for the pool heater due to their selling us the wrong item. We weren't happy that they needed $3,000 to correct their mistake, but we paid it via credit card. A true and accurate copy of that receipt is attached as Exhibit D. We asked Ryan if there were any more surprises since we had just dealt with a funding issue the month before. We were concerned because there was still quite a bit of work to be done, including concrete, heater, pump, filter, lighting, plumbing, backfill, the waterwall, and filling the pool with water.

10. In mid-December, Backyard Leisure stopped work on our pool, telling us they were waiting on equipment, such as the pump, filter, and heater, that was delayed. In the spring of 2025, we stopped by one of the pool companies we had first looked at, Azure Pools, because we saw that they used the same manufacturer (Pentair) of the equipment in our order. We spoke with Garrett at Azure Pools, who told us that they had no issues with delays from Pentair. We then spoke with a regional representative for Pentair, who told us there were no such delays, as well as someone at Pentair headquarters, who also confirmed this.

11. Months went by and there was no progress on our pool. Then, the concrete pad for the equipment was poured on January 13, 2025. Ryan emailed to let us know that the installation team would be able to install the equipment by the end of the month or early February. He emailed again on February 18 to say it would be installed by the end of the following week or the week after, worst case scenario. He emailed again on February 25 to say it would be March 4 or 5.

12. By the end of February 2025, Backyard Leisure still had not installed the pump, ladder, rail, heater, salt system, electrical, and other items. Without these items, we could not use the pool; for one thing, our contract states that use of the pool prior to receiving a completion certificate from Backyard Leisure may void the warranty.

13. From February 27 on, I contacted Backyard Leisure dozens of times through phone calls, texts, and emails, trying to get the equipment installed and the project completed. My communications included the following:

- Many conversations with Alberto Avila-Gonzalez, the person who had led the team that completed the prior installation steps, about when I could expect him to be there to complete the job. On one occasion he said he wasn't able to come because "it had been crazy" but that we were scheduled for the following Thursday, June 5. He cautioned me not to get too excited, though, "[C]ause you know how it goes with this [sic] guys." As it turns out, he didn't come that day because the forecast had been for rain, although it did not end up raining. He said, "They canceled everybody's day."
- In May 2025, at least two texts with Alberto about the deteriorating condition of our pool. It had turned green with algae, mosquitos were breeding in the water, and we were having to scoop out hundreds of tadpoles by the fistful.
- Emails to and from Ryan Smith, who in March 2025 told me that I should contact the Kernersville store because they handled distributor orders. When I called that store and spoke with Jeff, he stated that this is not true and he wished the Raleigh store would stop stating these types of things. He informed me that this issue had been addressed in their store meetings.
- Phone calls with Ross Smith, trying to find out when our missing equipment would be installed. On March 31 he told me that our equipment was in and would be installed that week. That did not happen.
- Many additional communications with Ross Smith in which he told me he had asked for updates from the owner of the store, Alan Mosher. On May 15, I sent a group text that included Alan, hoping to get a meaningful response from at least one person. I explained that we wanted our pool up and running by June 7 for our kids' end of school year party with friends. He responded, "We have stopped all new installations until we get the old ones caught up.... We stopped giving people dates and just notifying them a couple days in advance because we can't keep the schedule."
- An email exchange with Alan Mosher on June 18, 2025, in which I told him I wanted our money returned for the equipment we had paid for but not received and that we wanted to have a different company install the equipment. He responded that we would need to sign a form that released Backyard Leisure of liability, and we would have to remove their name from the permit.

14. A true and accurate copy of many of the emails and texts referenced above in paragraph 13, as well as other email and text exchanges, is attached as Exhibit E. Of note, I also called Backyard Leisure many times and left voice messages but never heard back, and many times no one responded to my emails.

15. Around the end of May, we hired an attorney to send a letter demanding that Backyard Leisure complete the project in the next 15 days and that the company respond to the letter in that same time frame with a plan of action to complete the project. Backyard Leisure failed to respond. A true and accurate copy of the demand letter, dated May 27, 2025, is attached as Exhibit F.

16. I felt like I had exhausted all avenues short of filing a lawsuit against the business, so on June 20, 2025, I filed a complaint with the Attorney General's Office. A true and accurate copy of that complaint is attached as Exhibit G.

17. We made a report to the Harnett County Sheriff's Office on June 20 and informed them that Backyard Leisure had obtained $105,000 from us and had failed to complete our pool. On June 24, the Sheriff's Office confirmed that they spoke with Ryan Smith. Shortly thereafter, we received an email from Ryan stating, "Please do not call the Raleigh store anymore."

18. On August 19, 2025, workers finally came to install the missing equipment. However, there was still electrical work that needed to be done before the pumps could start running, and the pool needed to be cleaned. We decided to pay the electrician ourselves to complete the job, even though we had already paid Backyard Leisure to do this work. Our bill for the electrician was $4,655. A true and accurate copy of the bill for the electrician we hired is attached as Exhibit H.

19. After the electrician completed his work, Alberto came and cleaned the pool. He finished at 6:30 on the evening of August 28. Finally, at the end of summer, our pool is ready to use. However, we had to pay out of our own pockets for electrical work for which we had already paid Backyard Leisure. We want that money returned to us.

20. Backyard Leisure's conduct in this matter has damaged our entire family. My children were immensely disappointed not to have a usable pool for the entire summer, while my husband and I have suffered stress and anxiety by constantly trying to get information about when Backyard Leisure would do the work. The unfinished, unsightly pool reminded us every day of our horrible experience with this company. Although our pool is now finally finished, we do not want any other families to have to go through what we have gone through.

21. The foregoing statements are true to the best of my information, knowledge, and belief.

9/19/2025
Date

Rebecca Yingling

Sworn to and subscribed before me
This the 19th day of September, 2025

Amy S. Tillman
(Notary Public)

My Commission Expires: Dec. 8, 2026

AMY S. TILLMAN NOTARY PUBLIC LEE COUNTY, NC

Backyard Leisure
3501 CAPITAL BLVD, STE 124
RALEIGH, NC 27604
919-850-2200

Sales Order

Sold To:

Moses Yingling
(717)965-6369
[redacted]
125 Old Corral Ave
Sanford, NC 27332

Date	S.O. No.	Rep
6/7/2024	1616	LG

Item	Quantity	Description	Price Each	Amount
GRAND BARON...		ALAGAS GRAND BARON PACKAGE INCLUDES: POOL SHELL, LADDER, LED LIGHTING, 4 RIBBON WATERFALLS, 500SQ FT BRUSHED WHITE CONCRETE, PENTAIR VARIABLE SPEED PUMP, SAND DOLLAR FILTER, PENTAIR INTELLICHLOR SALT SYSTEM, DOLPHIN M400 ROBOTIC VACUUM, SURVEY & PERMITS, STANDARD ELECTRICAL, START-UP CHEMICALS, & INSTALLATION	93,999.00	93,999.00T
LED LIGHT	4	LED LIGHT	1,200.00	4,800.00T
Pool Heater	1	PENTAIR mastertemp® Heat Pump hearter in store.	7,921.21	7,921.21T
REBATE		5% OFF POOL KIT, $800 OFF LED LIGHTINGS, & $4921.21 off heater FINANCING 27% DOWN PAYMENT $27,725.54	-9,391.16	-9,391.16

All sales final! No returns, exchanges, or cancellations on any major ticket items. Deposits may be refundable but, only prior to payment in full & only on aboveground pools and hot tubs. Due to Covid-19 delays any ordered hot tubs, spas, swim spas, or pools can take many months for arrival. Material shortages and plant shutdowns have caused unprecedented delays. All ordered products are paid for in advance and therefor there are no cancelations or refunds. Please see our return policy posted at front counter for additional details.

Subtotal	$97,329.05
Sales Tax (4.75%)	$4,623.13
Total	**$101,952.18**

Rebecca S Yingling

EXHIBIT
tabbies
A

Backyard Leisure, LLC

3501 Capital Blvd, Raleigh, NC 27604
Phone: 919-850-2200

This agreement made and entered into this ____day of _____, 20__, by & between Backyard Leisure LLC, a North Carolina corporation with its principal place of business in Raleigh, Wake County, North Carolina, hereinafter referred to as SELLER and

Owner #1: Moses Yingling Owner #2: Rebecca Yingling
Address: 125 old Central Ave Subdivision: Persimmon Hill
City: Sanford County: Harnett State: NC Zip: 27332
Phone: 717-965-6369 Work: Mobile: 717-855-0212
Email:

Hereinafter referred to as BUYER:

WITNESSETH:

Whereas, SELLER is in the business of selling swimming pools and other related products, and whereas, buyer is desirous of purchasing a swimming pool and other related products, both being more particularly described in particularly herein under title, DESCRIPTION OF GOODS AND SERVICES, from SELLER;

1)SELLER hereby agrees to sell and BUYER hereby agrees to purchase these goods and services described in paragraph 2 herein below, provided however that no unforeseen obstacles on BUYER'S property or local ordinances prevent SELLER from completing installation as set forth herein after on reverse side.

2) DESCRIPTION OF GOODS AND SERVICES:
Size & Shape: Grand Baron 16'x35'

*Standard package includes: Pool Shell, Hand Rail for steps, 3 rung ladder, 500 sq ft concrete decking with poured edge, Pentair 1sp 1hp pump, Pentair Sand Dollar Filter, Pentair Intellichlor Salt System, Dolphin M400 Robotic Vacuum, 4 deck jets, Survey and Permits, Basic electrical up to $3500, Start Up Chemicals, and Installation

Additional Work Agreed To: 4 led lights, Pentair Mastertemp Heat Pump

EXTRA LABOR INSTRUCTIONS: no other work is to be done if not in writing on this contract.

NOTICE TO BUYER(S)
BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the SELLER. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. This notice must be mailed to: **BACKYARD LEISURE LLC** 3501-124 Capital Blvd. Raleigh, NC 27604.

TERMS and CONDITIONS:

A. All checks must be made payable to Backyard Leisure.
B. Liability insurance coverage for property damages is provided.
C. Backyard Leisure LLC Guarantees all work for one (1) year. With the exception of issues related to concrete (due to the nature of concrete pitting and cracking is always possible).

ARBITRATION: It is hereby understood that any controversy, dispute, or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or non-performance, or any breach thereof shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association. The award of the Arbitrators shall be final and binding. This agreement and any dispute relating thereof shall be Arbitrated in and construed under the laws of the State of North Carolina. It is understood that the seller and only the seller is entitled to request any type of arbitration. Interest accrues on balances unpaid more than 30 days, at 18% per annum. If arbitration/legal action is necessary to collect monies owed, Buyer is responsible for Backyard Leisure's reasonable attorney fees and costs.

Customers Initials: RSY

Total Contract Purchase Price: $101,952.18

1. –

Deposit with contract* ~~25%~~ 27% – $27,725.54

2. Payment when Permits are approved 25% – $SF

3. Payment when pool shell is delivered 45% – $SF

4. Pool Start Up 5% – $SF

***If customer cancels after step 1 but before step 2 for any reason the initial deposit will be refunded minus $2500 to cover administrative costs.**
***If SELLER is unable to get a permit approved for the project, BUYER will be refunded the initial deposit minus $1500 for the survey, application fees, and legwork.**

***Absolutely no cancellations after payment 2**

By: Liz Garner

Title: Sales Rep

Purchaser(s) each acknowledge receipt of a completed copy of this 4 page contract, and agrees to the content of all 4 pages.

Rebecca [illegible]
(Buyers Signature)

(Buyers Signature)

***If any additional cost is needed to properly perform the pool installation for any reason that is discovered after the pool design has been completed it will be the customer's responsibility to pay for those charges.**
***If rock is hit during excavation, there will be a minimum charge of $5000 for excavation and removal.**
***In the event we hit water, there will be a minimum additional charge of $2500.00 for labor and material**
***If the electrical cost exceeds $5000 the customer is responsible for any overage. Examples that could make the electrical expense more are: a run over 30 feet, additional amp service or subpanel being added, boring or trenching, additional lights, a heater, etc. Backyard Leisure would have no knowledge of any additional electrical costs until the electrician visits the site and provides an estimate.**

- Buyer represents and warrants that the ground in the pool area may be excavated by tractor type backhoe, and should hard pan, caliche, rock, or other materials, sand water, water table, or surface water or surface seepage be encountered in the excavation, requiring use of stone, pump, compressor of blasting materials, the extra cost will be paid by the Buyer. Buyer will clear and prepare site for pool including removal or protection of trees or other vegetation, pipes or pipe line or other improvements affected by this construction, unless otherwise specified herein, and if any extra labor or material is required therefore the same will be paid by the Buyer. Should quicksand, rocks, septic tanks or line, or other underground obstacles be encountered, all operations will cease and this contract will cease and this contract shall be cancelled and Buyer will assume and pay Seller all costs incurred by Seller involved up to this point, including all cost of restoring ground to rough grade. Alternatively, if the customer wants to continue with the pool installation, the Buyer will be responsible for any costs associated to get the site prepared properly. Buyer will supply sufficient water to fill the pool. Buyer will also provide for adequate water supply to the filter and electricity to the filter, will ground the pool, and will provide all proper electrical appliances as required by all codes. Buyer warrants that they own the premises where the pool is to be installed and that there are no zoning limitations or restrictions preventing the performance of this agreement.

Buyer designates access point to construction site. There must be access to get all needed equipment to the site. This may include excavators, lulls, concrete trucks, dump trucks, cranes, etc. Backyard Leisure cannot be held responsible for any damage around the access point to the construction site and around the site itself. Backyard Leisure is doing major construction on your property with extremely heavy equipment and cannot be held responsible for any damage to driveways or concrete, fencing, grass, drains, flower beds, underground plumbing or electrical lines, etc.

Seller's warranties for factory defects for period specified in the contract are subject to normal use and care, and upon receipt of written notice within the prescribed period, remedy and breach without charge. Seller shall be liable for mechanical defects only. All claims shall be in writing and claim will not be honored unless Buyer's full indebtedness to Seller is paid or arguments are current. In addition, charges, made for any reason, that are not remitted promptly will result in total cancellation of all warranties. Buyer shall keep pool filled at all times, and any damages incurred while pool is not full shall be solely Buyer's responsibility. In the event the pool is drained to make any corrections or repairs, Buyer will be responsible for water to refill pool.

Buyer agrees to be responsible for the site selected and location of the pool; however, Seller has the right to cancel the contract if pool site selected by Buyer is not acceptable by the Seller. This contract based on the assumption that the existing utilities are adequate and that there are no underground obstructions, underground water, hard, rocky, or filled ground surcharges, underground pipe lines, or easements, and if any are discovered and necessitate additional work will be paid for by buyer at Seller's cost thereof. Seller will mark off the pool site on the start of the pool build. It is the customer's responsibility at that time to approve the position and layout of the pool. Any variation or relocation of the pool after that time will result in significant cost by the buyer to change any aspect of position or layout. Final approval of the layout and position of the pool is solely the responsibility of the customer at this time. Any and all cost, including labor and material to make a layout or position change after the first day of the pool build will be the buyers responsibility.

Buyer understands that electrical is provided as long as the run in not beyond 30' of the supply and assumes that the customers panel can handle the necessary amperage load for the pool and the accessories. Should the run be further than 30' or electrical panel not have the needed amperage, the customer understands any additional charges will be the customer's responsibility. If the electrical supply is not sufficient for the pool and the service has to be upgraded, the customer understands that those charges will be paid by the customer directly to the electrician.

Seller reserves the right to substitute parts of equal or like quality and to make improvements and modification in design. This includes making changes to the pool layout or position if seller believes it is in the best interest of the pool, customer, or installation.

Seller makes absolutely no warranty concerning concrete decking, which may be part of the contract purchase. Likewise, the Seller shall have no responsibility whatsoever for replacement or repair of any concrete decking which may be removed in order to gain access to leaking pipes.

Seller makes no warranties other than those contained in the warranty certificates delivered.

Execution of Buyer of certificate of completion or use of pool before completion of all work under contract by Seller is done shall denote complete acceptance of the work on the pool by buyer. This means at the point the customer uses the pool, they are accepting the pool as 100% complete and that the completion was done in a satisfactory manner.

For maximum efficiency of equipment, water level should be kept approximately half way up skimmer. Due to uncontrollable settling and shifting ground conditions and due to water finding and maintaining its own level, Seller makes no warranty regarding pool equipment or operation which may be adversely affected by a 2" or less variance in water levels throughout the pool.

Use of pool prior to signing off our completion certificate before final payment on contract, or use before 96 hours curing had been completed may render the Seller's warranty or guarantee, void. Also, should a payment be later than 1 week from the time the payment was due the customer understands that all warranties and/or repairs will be null and void. The buyer also understands that at any point that a payment is due and not made, Backyard Leisure will stop all work at customer's home and move on to the next job. Buyer will have to wait until a crew can be rescheduled to get back to work on their job. Customer understand that should they stop our crews from working at any point that Backyard Leisure will stop all work at customer's home and move on to the next job. Buyer will have to wait until a crew can be rescheduled to get back to work on their job.

Customer signature Rebecca S Yoy Date 6/9/2024

The Seller shall have no responsibility whatsoever for misuse, abuse, fire, action of the elements, acts of God, high water tables or rising water tables, or surface or subsurface drainage around pool.

The credit of the Buyer shall be subject to review and consideration, and if in the opinion of the Seller or any financing institution, the Buyer's credit shall be found inadequate, then and in that event the Seller shall have the option of cancelling this contract.

In the event additional fill dirt and/or rock is needed around the pool area during construction, Seller retains the right to add the cost of same as an extra to the purchase price.

This contract does not include and re-seeding or re-planting. All water, landscaping, and sod repairs to be done by Buyer.

Buyer shall be responsible for any and all damage to his property or damage to any and all adjacent property due to water leakage of the pool. Buyer shall provide adequate access to the pool site and driveways, or structures of any kind, which may occur before, during, or after the pool installation.

In the event the buyer drains the pool for any reason, all warrantles or guarantees on the pool are automatically void, unless authorized in writing by Backyard Leisure LLC.

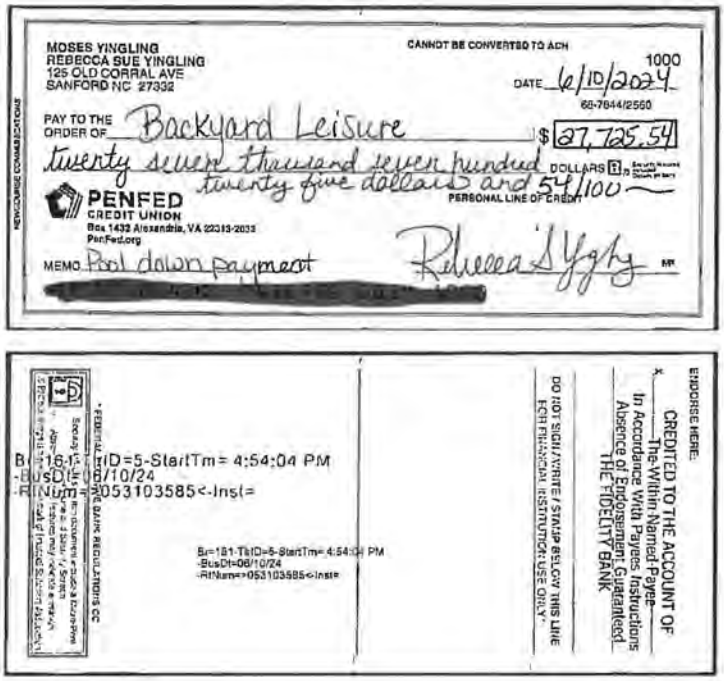
After installation, Seller is not responsible for any damage arising from the ground settling in and around the pool area, and additional charges shall be made in the event the Seller supplies any fill dirt. This contract specifically excludes the construction of any retaining wall, and in the event that is determined by the Seller prior to completion of pool that any retaining wall is needed, then same shall be at an additional expense to Buyer or, in the event Buyer refused to authorize the Seller to build any needed retaining wall at Buyer's expense, this Contract may be cancelled by the Seller, and Buyer shall be liable to Seller for any labor and materials plus fifty percent (50%) for work performed prior to cancellation. In the event the pool is completed prior to determination that a retaining wall is needed, Buyer shall still be liable for contract price of the pool if he elects not to incur the additional expense of the retaining wall. Days lost due to government stoppage, strikes, fires, floods, wind storms, acts of God, failure of usual sources of supplies and materials, or any unavoidable causes beyond the control of the Seller are not counted as working days, nor are Saturdays, Sundays, or Holidays.

This contract (if applicable, including the provisions on the reverse side hereof) constitutes the entire agreement. In the case of conflict, the terms of this contract shall prevail. No other verbal or written agreement shall affect this contract and this contract cannot be modified except by written mutual consent of Buyer and Seller. Buyer or Buyers signature on the face of contract indicates complete acceptance of this contract in its entirety.

Customer signature Rebecca S Hughes Date 6/9/2024

MSR Applications | Check Image Retrieval

Date	Account	Check Number	Amount
6/11/2024	[redacted]	1000	$27,725.54



MOSES YINGLING
REBECCA SUE YINGLING
125 OLD CORRAL AVE
SANFORD NC 27332

CANNOT BE CONVERTED TO ACH

1000

DATE 6/10/2024

60-7644/2560

PAY TO THE ORDER OF Backyard Leisure $ 27,725.54

twenty seven thousand seven hundred twenty five dollars and 54/100 DOLLARS

PENFED CREDIT UNION
Box 1432 Alexandria, VA 22313-2033
PenFed.org

PERSONAL LINE OF CREDIT

MEMO Pool down payment

[redacted]

NEWCOURSE COMMUNICATIONS

B 116-1 TstID=5-StartTm= 4:54:04 PM
-BusDt=6/10/24
-RtNum=>053103585<-Ins(=

Br=181-TstID=5-StartTm= 4:54:04 PM
-BusDt=06/10/24
-RtNum=>053103585<-Inste

FEDERAL RESERVE BANK REGULATIONS CC

DO NOT SIGN/WRITE/STAMP BELOW THIS LINE
FOR FINANCIAL INSTITUTION USE ONLY

ENDORSE HERE:

X _____

CREDITED TO THE ACCOUNT OF
The Within Named Payee
In Accordance With Payees Instructions
Absence of Endorsement Guaranteed
THE FIDELITY BANK

Return to PenFed Intranet

EXHIBIT
B
tabbies

Consumer Certificate of Completion

Dealer Name: BACKYARD LEISURE

Customer(s) Name: MOSES & REBECCA YINGLING

Customer(s) Address: 125 OLD CANAL AVE SANFORD, NC 27332

Financing Partner: Service Finance Company ("SFC")

Brief Description of Project: INGROUND POOL INSTALLATION

The undersigned hereby certifies that 100% of the work indicated on the Dealer's Work Order for the home improvement project, including installation of the merchandise supplied to you by the Dealer is in compliance with the Dealer's Work Order, has been completed to your complete satisfaction.

If the project was financed, the undersigned understands the terms and conditions of the financing contract, including any promotional offers. You understand that with the execution of this Consumer Certificate of Completion, your financing contract will be purchased by SFC and the proceeds will be disbursed to your dealer.

There is no prepayment penalty. Any additional amounts made for each payment will be applied to principal. Please refer to your financing contract for terms and conditions. You will receive a monthly statement in the mail, or you may elect to receive paperless statements on the borrower portal. Payments may be made by mail, phone or online via the borrower portal after receipt of your Welcome letter.

If you have any questions regarding your SFC account, you may reach SFC directly at 866-254-0497.

Customer Signature: Rebecca Ying

Date: 10/7/2024

EXHIBIT C

Schedule - I am off Sundays and Wednesdays ea
10:00am-6:00pm

each week, Closed Sundays)



Backyard Leisure
5150 Industrial Park Ct
KERNERSVILLE NC 27284
336-273-9997

11/21/2024 11:07

Sale

Trans:1 Batch:45
AMEX MANUAL
**********1003 **/**

AMOUNT: $3000.00
Resp: APPROVE
Code: 220625
Ref#: 432611487374

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.

CUSTOMER COPY
Thank You
Powered By ValorPay(v3.0.2)

Backyard Leisure
5150 Industrial Park Ct
KERNERSVILLE NC 27284
336-273-9997

11/21/2024 11:07

Sale

Trans:1 Batch:45
AMEX MANUAL
**********1003 **/**

AMOUNT: $3000.0
Resp: APPRO
Code: 2206
Ref#: 4326114873

Cardholder acknowledges receipt of goods and obligations set forth by the cardholder's agreement with issuer.

X_____

MERCHANT COPY
Thank You
Powered By ValorPay(v3.0.2)



Email with Liz Garner, original sales representative about heater:

Re: Backyard Leisure Raleigh

From Liz Garner

Date Sat 6/8/2024 12:44 PM

To [redacted] 1 attachment (49 KB) yin.pdf;

On Fri, Jun 7, 2024 at 1:51 PM Liz Garner wrote:

OK so my manager just let me know we won't know the exact price of the control panel until they do a survey to find out your electrical, it will vary depending on how far your electrical box will be from your pool. So the quoting has changed and has gone down same with your down payment On Fri, Jun 7, 2024 at 12:34 PM Liz Garner wrote: I got your sales order written up, but on that sheet it has a Ultratemp electric heater for $8,048.62, we do have a Mastertemp electric heater in stock that is $7,921.21 and I was told I can take the price down to $3,000 even if y'all are interested in that heater. The only difference is that the Ultratemp takes 6 hours to heat your pool up, while the Master temp takes 7 hours. If you could just read over that sales order make sure everything looks correct and if it's all correct you may apply for financing. Once you have been approved and you are ready to move forward I would just need you to come into the store to sign some documents On Fri, Jun 7, 2024 at 11:00 AM Liz Garner wrote: Good morning, it was a pleasure speaking with you today. I got pretty much everything pulled up for y'all with those two pools we talked about Here's all the pool packages included: Pool shell, Ladder, LED LIGHTING, 4 Ribbon waterfalls, 500sq Ft brushed white concrete decking with poured edge, pentlr variable speed pump, sand dollar filter, Pentair intellichlor salt system, dolphin M400 robotic vacuum cleaner, Survey & Permits, Standard Electrical with-in 20ft, Start up chemicals, & full installation. First thing is the extra LED Lightings. In total 4 extra ones is $4,800 but I was able to get it down to $4,000 even. In total you would have 5 LED Lightings. Then for the electric heater we talked about yesterday the range is $5,000-$7,500. Here are those two pools with the original Quoting and then an added discount for them. Bermuda 15x33 $93,999 $89,299.05 Grand Baron 16x35 $93,999 $89,299.05

Below are photos & Specs of those two pools we had talked about. If you any Questions or Concerns you can contact me through email or call (919)850-2200

Email with Ryan Smith, sales manager/general manager about funding:

Re: Financing Form To Sign

From ryan smith <backyardleisurechemicals@gmail.com>



Date Mon 10/7/2024 2:20 PM

To [redacted]

Received, thank you!

On Mon, Oct 7, 2024 at 2:10 PM <moses.yingling@gmail.com> wrote:

Mr Smith,

Please see attached for your action.

Thank you,

Moses Yingling

717-965-6369

From: ryan smith <backyardleisurechemicals@gmail.com>

Sent: Monday, October 7, 2024 2:03 PM

To: [redacted]

Subject: Financing Form To Sign

Good afternoon

Attached is the service financing form, if you could please sign and return it as soon as possible, we

will get the shell ordered and add you to our installation schedule.

This form allows us to get the next payment from service finance and will start your financing

payments.

Backyard Leisure will be ordering the pool upon receipt of the next payment from Service Finance

(allowed via the signing of the form). Then once we install the pool, payment 3 and 4 will not be

due as they will also be received at the same time as payment 2 from service finance.

So the completion form will allow Backyard Leisure to receive the payments, and allow us to

continue with the contract, and will fulfil all remaining payments of the contract, but Backyard

Leisure will still be bound to it as if you had paid payments 2, 3 & 4 on the normal times (permit

approved > shell arrival > pool start-up).

Please let me know if you have any questions!

--

Ryan Smith

Backyard Leisure - 3501 Capital Blvd. #124 Raleigh NC 27604

919.850.2200 phone

Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am6:00pm each week, Closed Sundays)

Emails with Ryan from Feb 2025 to May 2025 inquiring about progress:

Re: Pump/heater installation

From ryan smith

Date Mon 5/5/2025 12:09 PM

To Moses Yingling

I will check with Alan Ross and Alberto and get back with you asap!

On Mon, May 5, 2025 at 11:42 AM Moses Yingling wrote:

Ryan,

Looking for an update today on a date our equipment is to be installed. We did receive a phone call

from the electrician on Friday and submitted a few photos they requested. Alberto also confirmed by text on Friday that concrete was done on Thursday. Please let us know what day the equipment will be installed.

Thank you,

Moses and Rebecca Yingling

From: Moses Yingling [redacted]

Sent: Thursday, May 1, 2025 4:41 PM

To: ryan smith <backyardleisurechemicals@gmail.com>

Subject: Re: Pump/heater installation

Ryan,

The concrete was in fact completed today! This was a very positive step in the right direction and we are happy to see this getting done! I am told the equipment installation can be scheduled within the next 7-10 days so concrete can cure. Please try to secure a date in the schedule for this to happen and let us know what day we are being scheduled for the equipment install.

Thank you!

Moses and Rebecca

On Tue, Apr 29, 2025 at 10:42 AM ryan smith <backyardleisurechemicals@gmail.com> wrote:

OK thank you I will let you know as soon as I hear more!

On Tue, Apr 29, 2025 at 10:41 AM Moses Yingling [redacted]> wrote:

Ryan,

Thank you for the follow up!

We spoke to Ross right around the time of your email and he said concrete was given the green light and they are to be paid by end of today. Ross also made a call and confirmed the drain and black drain pipe are in stock and will either be delivered here or directly to Eddie with concrete before they come to pour. He stated Eddie told him

maybe Thursday or Friday they could be here. I sent a text to Eddie to check on this information per Ross saying to do so, but Eddie has not yet replied.

I just wanted to inform you of this so everyone can be on the same page and because Ross is heading out of town today. Again, it is a little concerning we are hearing this hopeful news from Ross and then Alan was not able to inform you of this same information.

Keep us posted on further updates and we will do the same!

Thank you!!

On Tue, Apr 29, 2025 at 10:15 AM ryan smith <backyardleisurechemicals@gmail.com> wrote:

Good morning!

I spoke with Alan and he told me he is working on getting your project finished but he is not able to tell me a day/time estimate just yet, hopefully in the next few days we can give you a definite answer. I will update you as soon as I can!

On Fri, Mar 7, 2025 at 5:24 PM ryan smith <backyardleisurechemicals@gmail.com> wrote:

Jeff would be best bet

Ryan Smith

Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616

919.850.2200 phone

Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm each week, Closed Sundays)

On Fri, Mar 7, 2025 at 2:53 PM Moses Yingling <[redacted]> wrote:

Ok, thank you for the information. Who can we speak to there about it?

On Fri, Mar 7, 2025 at 2:29 PM ryan smith <backyardleisurechemicals@gmail.com> wrote:

Good afternoon , I'm sorry I am out of the office until tomorrow. Alberto gets his equipment orders from our distributor and those are handled by our main kernesville office.

Ryan Smith

Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616

919.850.2200 phone

Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm each week, Closed Sundays)

On Fri, Mar 7, 2025 at 2:13 PM Moses Yingling [redacted] wrote:

Ryan,

We have been trying to call on and off all week and can never get someone on the phone. Alberto has been in touch with us and seems to be as confused as we are, and as of today he says he has not gotten word our equipment is ready. We have been waiting on the equipment since mid December and have been promised several dates since January. Our project was fully funded up front, I don't understand what is the issue with this equipment being ready at this point. Please advise before end of today.

Thank you,

Moses and Rebecca

On Thu, Mar 6, 2025 at 9:55 AM Moses Yingling [redacted] wrote:

No, as of today 3/6/25, nobody has come out with the equipment

On Tue, Mar 4, 2025 at 7:40 PM ryan smith <backyardleisurechemicals@gmail.com> wrote:

I spoke with Alberto and he said he was going to, did he show up?

Ryan Smith

Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616

919.850.2200 phone

Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm each week, Closed Sundays)

On Tue, Mar 4, 2025 at 10:18 AM Moses Yingling <[redacted]> wrote:

Ryan,

Just checking in to see if someone is still planning to come out today to install the pump and heater. We have not seen or heard from anyone yesterday or today so far. We touched base with Alberto end of last week and he said we are not on his schedule but could mean another team is being sent to install the equipment. Please let us know.

Thank you,

Moses & Rebecca Yingling

From: moses.yingling@gmail.com <[redacted]>

Sent: Tuesday, February 25, 2025 10:34 AM

To: ryan smith <backyardleisurechemicals@gmail.com>

Subject: Re: Pump/heater installation

Ryan, thank you.

Moses

On Feb 25, 2025, at 10:32 AM, ryan smith <backyardleisurechemicals@gmail.com> wrote:

I spoke with installation and either monday/tuesday of next week it should be installed!

On Tue, Feb 18, 2025 at 10:57 AM Moses Yingling <[redacted]> wrote:

Thank you for the update. Please keep us posted.

From: ryan smith <backyardleisurechemicals@gmail.com>

Sent: Tuesday, February 18, 2025 10:36 AM

To: Moses Yingling <[redacted]>

Subject: Re: Pump/heater installation

Good morning

I spoke with my install team and depending on the weather over the next 2 days we should be able to get to your equipment and heater the end of next week, or early the week after worst case.

We should be able to confirm by next Tuesday which route we can go.

Thanks so much!

On Thu, Feb 6, 2025 at 7:54 AM Moses Yingling <[redacted]> wrote:

Good morning,

Any updates on the timeline for the delivery and installation of this equipment?

Moses & Rebecca Yingling

From: ryan smith <backyardleisurechemicals@gmail.com>

Sent: Monday, January 13, 2025 6:08 PM

To: [redacted]

Subject: Pump/heater installation

Good evening!

I spoke with my install team and they believe that they will be able to get the pump/heater and equipment installed in a couple of weeks, right around the end of the month/early Feb. They got a bit backed up with the holiday and the cold weather but should be able to get to it around that time.

Thank you very much!

--

Ryan Smith

Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616

919.850.2200 phone

Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm each week, Closed Sundays)

Emails in June 2025 inquiring about finishing the project or turning remaining equipment over to us:

Re: Yingling Paperwork & Updates

From ryan smith <backyardleisurechemicals@gmail.com>

Date Fri 6/20/2025 2:27 PM

To [redacted]>

Cc Alan Mosher <bylinstallation@gmail.com>; Jeff Mitchell <jeffmbyl@gmail.com>; alberto avila-gonzalez

<albertoag7@gmail.com>; Ross Smith <rsmithbackyardleisure@gmail.com>

Good afternoon

The Yinglings have called again, did we have any updates for these customers, thanks!

On Wed, Jun 18, 2025 at 9:11 AM [redacted]> wrote:

Alan,

Have my pool equipment, accessories, and everything else that I am owed available in Raleigh this

afternoon. I want you to return the remaining money to us and I need an invoice for the work you

have completed. Your other option is get your team out to my house this week. I do not care about

your rain as the equipment can be set in the rain. The last time you guys scheduled it was a day that

was already set to rain and it didn't rain here until afternoon. I want the equipment this week one

way or another. If you can make that work then I'm accepting a moving forward with your company.

If you cannot, I will be coming by today to pick up our equipment and items that we are owed as

well as the remaining money for the work you have not performed. You're welcome to have that

document for me to sign and I will be sending it to my attorney for their review to find out what the

ramifications are. I'm not sure this is even necessary as your company breached the contract by

informing us that we were getting an electric heater at a discounted price and then you told us that

a mistake was made and never had a sign a new contract. Your company has already breached the

contract.

My next calls are to the Better Business Bureau, the licensing board of General contractors, and the

Attorney General. It will not stop there unless I have my equipment this week. Again, I am willing to

pick it up and you can get your guys out there this week to install it. This will satisfy us as moving

forward with the promise to get your team out this week to hook it up.

The fact that you state that there was so much rain in May, but our pool should've been done

months before that. I am a retired disabled veteran that finds pool therapy assists and your

companies promise to have our pool done by July/Aug of 2024 was why we picked your company.

Your untimely work has had a negative effect on my children's morale, my wife's mental state and

my physical being.

I will be in Raleigh this afternoon to secure my items. You've got till then to let me know how you're

moving forward.

Moses

On Jun 18, 2025, at 7:43 AM, Alan Mosher <bylinstallation@gmail.com> wrote:

Good Morning,

We received about nine inches of rain in May. This followed months of below freezing weather. We are working as fast as we can to get everything caught back up. Berto just did a startup yesterday on a pool that was set in September of last year. Today he replacing warranty lights for (3) different customers, one of which has waited for 6 months.

Back in May we stopped any new inground projects until all outstanding are finished. If you want to finish your project with a different company, you to sign a release of liability form and we need to vacate our name from the permit. If you want to proceed this way, simply let Ross know and he can start the process.

Thanks, Alan

On Jun 17, 2025, at 2:56 PM, [redacted] wrote:

Good afternoon,

I waited on hold for almost an hour 50 mins before somebody picked up the phone and hung up on us. Tomorrow, I'll be heading up to Raleigh in the afternoon and I would like for my equipment to be ready for pick up. I would like this to include all of my start up pool chemicals, our heater, pump, waterfall, handrail, ladder any electrical that you supply and any other accessories that are typically given with your pool package. I would like an invoice to be present for the work that has been completed as well as a status on when you will be releasing the remaining money back to me so I can hire another company to finish the job. Please note that if the other company requires more funds than what is released back to me, we will be

reaching out to you in order to accommodate.

Ryan was notified of this request earlier today, and this option was also brought up to him last week. Due to no response from your company, this is the route that we want to go.

We went with your company because you said you could have our pool installed last year by July / August timeframe. Your company has been paid in full since November 2024 and have not delivered on the promises you've made. This is so disappointing.

Moses

On Jun 17, 2025, at 12:07 PM, Moses Yingling [redacted] wrote:

Good afternoon,

We have not received a response to the emails below. We are currently on hold with the Kernersville office and have been on hold for over 45 minutes waiting to speak to Jeff. As a reminder, we are still on hold as nobody has come back on the line to check in or update on the status of speaking to him.

Moses

On Mon, Jun 16, 2025 at 4:08 PM [redacted] wrote:

Good afternoon everyone,

This is Moses Yingling, 125 Old Corral Ave, Sanford, NC. We have not received a call or text informing that we are on the schedule this week. If we are on the schedule, please let me know what day and we look forward to your project completion.

If we are not on the schedule for this week, I will be coming to

Raliegh on the afternoon/evening of Wed, 6/18/2025 to secure our equipment and the remainder of the items we were to get with our paid for pool. This will give you over 48 hours to ensure the items that we were told were in, to be ready for me to pick up.

I am expecting pick up our pool pump, pool heater, the 2 pool handrails, the pool vacuum, water wall, our start up chemicals, and anything else we are supposed to have per our contract and the correction to the pool heater that we paid extra for. If these items are not at your location, please provide me with the proof of purchase and let me know where the equipment is located and I will secure it with your provided proof of purchase.

If I am the one to secure my equipment, I will be handling the project going forward and I will be expecting you to provide your invoice for the materials and work completed and return the remaining money we have paid so I can have the project completed. I also need to sales slip showing when the money was paid from your company to purchase our equipment.

Please note, the invoice and the sales slip will be provided to our attorneys which are still awaiting your response from their letter they sent you.

Please respond with any questions and provide the details needed so our project can move forward.

We would like this to be resolved as quickly and efficiently as possible.

Moses Yingling

910-303-0290

From: ryan smith

Sent: Friday, June 13, 2025 12:44 PM

To: Moses Yingling

Cc: Jeff Mitchell ; Alan Mosher bylinstallation@gmail.com; alberto avila-gonzalez albertoag7@gmail.com; Ross Smith rsmithbackyardleisure@gmail.com

Subject: Re: Yingling Paperwork & Updates

Good afternoon

The customer has called again to check up on this, do we know when we can get the Yingling project taken care of? They are also wanting proof that we paid for the equipment/heater/pump etc. but I do not have access to that. Thanks to all, On Thu, Jun 12, 2025 at 12:18 PM ryan smith wrote: Good afternoon I have the Yingling paperwork attached for the customer, I am also attaching Jeff and Alan to see if we can figure out a plan on getting the equipment installed or having it arranged at the distributor for customer pickup as a backup plan. Alberto - they are also wanting to know if there is anything we can do to address the frog/tadpole issue.

Thank you all,

-- Ryan Smith Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616 919.850.2200 phone Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm each week, Closed Sundays)

Emails with Ross Smith about the electrician estimate:

Re: Estimate 12921 from Wiring Solutions Plus

From Moses Yingling

Date Thu 5/15/2025 9:08 AM

To Ross Smith

Ross,

It is Thursday and we have no word of equipment installation when we were told this week. We need to know what is going on today!

On Tue, May 13, 2025 at 2:07 PM Ross Smith wrote:

I have sent this to Alan. I will reach back out to you a soon as I hear. Ross

On Tue, May 13, 2025 at 1:53 PM Moses Yingling wrote:

Ross, Checking in on the schedule for our equipment you stated would be installed this week. We are hearing that so far we are not showing on the schedule. Also, what is going on with the electrical piece? We sent another email after the one below last Wednesday with the traffic with Ryan regarding the heater and additional costs with electrical being covered by Backyard Leisure. We are going to be going out of town May 24-June 1. We had originally planned to hold an end of school year gathering for our kids with their friends on June 7 as I did not feel this date was originally going to be an issue with the project being completed. We really need this equipment install to happen before we go out of town as we would like to be present to ensure there are no issues and will not be accessible during the dates mentioned above. Please advise ASAP. Thank you!

On Wed, May 7, 2025 at 8:45 PM wrote:

Ross, please see attached and below. I need something in writing and explaining why you guys aren't covering any additional charges requested by your electrician choice. If you are covering it, please disregard my email and know that they sent us this estimate for your action. If backyard leisure is not covering it, I'll let you know what else we need before we move forward.

Moses Begin forwarded message:

From: Wiring Solutions Plus

Date: May 7, 2025 at 11:20:51 AM EDT

To: [redacted]

Subject: Estimate 12921 from Wiring Solutions Plus

Reply-To: wiringsolutionsoffice@gmail.com

Approve Estimate #12921 from Wiring Solutions Plus

See your financing options

Prequalify to find out how much you can borrow within minutes.

PREQUALIFY

Hi Moses & Rebecca,

Thank you for choosing Wiring Solutions Plus. Please see attached estimate.

Outlook

Fwd: Heater Question

From Moses Yingling <[redacted]>
Date Wed 5/7/2025 9:46 PM
To Ross Smith <rsmithbackyardleisure@gmail.com>

Ross,

In reference to my previous email, please see below from Ryan when we ran into the issue with getting the electric heater in order to correct the situation with that and he stated Backyard Leisure would cover the upgrades with the electrician and we just had to pay the additional cost for the heater itself which we did pay two days later.

Thank you,

Moses and Rebecca Yingling

---------- Forwarded message ---------
From: **ryan smith** <backyardleisurechemicals@gmail.com>
Date: Tue, Nov 19, 2024 at 10:44 AM
Subject: Heater Question
To: [redacted]

Good morning

My boss and I were speaking and working with our parts distributor to get your heater changed out. There were a couple of things I wasn't aware of -

1 - Liz had charged you guys for the in-stock heater we had ("heater in store" listed on the sales order) and had taken $4,921.21 off the heater. I didnt realize it was our in stock unit or the discount was so high.
2 - For me to change this to a new heater will be an upcharge, specifically to an electric heater would be an upcharge of $2,999 to get you to an Ultratemp 108k btu heat pump from pentair.
3 - You will need probably in the vicinity of $750 in electrical upgrades to make this heater work on 240v, but we can cover this portion with the electrician, so if you wanted to upgrade you would just need to cover the cost upcharge for the heater itself.
4 - if you want to keep the current heater you certainly can, you would just need the gas company to run the gas line for you if available.
5.- if you prefer to go with no heater for the time being, we can just refund you the $3,000 you paid for the in-stock unit.

Please let me know which route you would like to go with! Sorry for the confusion.

--

Ryan Smith
Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616
919.850.2200 phone
Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm each week, Closed Sundays)

View estimate

WSP

Innovating Energy Solutions

Prepared for:
Moses & Rebecca Yingling
Address:
125 Old Corral Ave, Sanford, NC 27332
Expires on:
Fri Jun 06, 2025

Option #1
$1,400.00
Estimate Details

Service	Unit Price	Qty	Total
Additional Cost Beyond Standard Pool Package	$1,400.00	1	$1,400.00

Includes covering the price to up size service line to 70amp to accommodate extra equipment, electric pool heater, and out of area charge.

Service subtotal

$1,400.00

Subtotal
$1,400.00
Sales Tax (7.25%)
+ $0.00

Total
$1,400.00

See your financing options
Prequalify to find out how much you can borrow within minutes and pay as low as $63.89/mo*. Your credit score will not be affected.

PREQUALIFY

Note

We take cash, credit, or checks at the time work is completed. To apply for financing, go to the link below https://www.hfsfinancial.net/promo/6705859f3ae5ffb532bf962c We are a fully licensed and insured Electrical and Solar company. We offer free no-obligation estimates for Home Stand-by Generators and Solar Panel Systems. We are a certified SPAN smart panel installer. We are Tesla certified installers. We are an authorized dealer for Generac, Cummins, and Briggs & Stratton. We do require 70% down on all Generator Installations. Battery only installations require 70% down and remainder upon completion. Solar with or with out battery is 10% down for initial process of application and plans, 50% of remainder due prior to scheduling, and the remainder upon job completion. If you are just buying a generator, we require payment in full prior to ordering generator and/or auto transfer switch. **We are NOT responsible for anything hit or cut underground while trenching If not marked** **Cancellations under 24 hours are subject to a trip charge**
Estimate date: May 06, 2025
Contact us

---

(984) 200-7489
wiringsolutionsoffice@gmail.com

(984) 200-7489 | wiringsolutionsoffice@gmail.com

http://www.wiringsolutionsplus.com

4724 Hargrove Rd, 192

Raleigh, NC 27616

Terms & Conditions

Emails with Ryan Smith about heater that was also forwarded to Ross Smith:

Fwd: Heater Question

From Moses Yingling [redacted]

Date Wed 5/7/2025 9:46 PM

To Ross Smith <rsmithbackyardleisure@gmail.com>

Ross,

In reference to my previous email, please see below from Ryan when we ran into the issue with getting

the electric heater in order to correct the situation with that and he stated Backyard Leisure would

cover the upgrades with the electrician and we just had to pay the additional cost for the heater itself

which we did pay two days later.

Thank you,

Moses and Rebecca Yingling

---------- Forwarded message ---------

From: ryan smith <backyardleisurechemicals@gmail.com>

Date: Tue, Nov 19, 2024 at 10:44 AM

Subject: Heater Question

To: [redacted]>

Good morning

My boss and I were speaking and working with our parts distributor to get your heater changed out.

There were a couple of things I wasn't aware of -

1 - Liz had charged you guys for the in-stock heater we had ("heater in store" listed on the sales order)

and had taken $4,921.21 off the heater. I didnt realize it was our in stock unit or the discount was so

high.

2 - For me to change this to a new heater will be an upcharge, specifically to an electric heater would

be an upcharge of $2,999 to get you to an Ultratemp 108k btu heat pump from pentair.

3 - You will need probably in the vicinity of $750 in electrical upgrades to make this heater work on

240v, but we can cover this portion with the electrician, so if you wanted to upgrade you would just

need to cover the cost upcharge for the heater itself.

4 - if you want to keep the current heater you certainly can, you would just need the gas company to

run the gas line for you if available.

5.- if you prefer to go with no heater for the time being, we can just refund you the $3,000 you paid

for the in-stock unit.

Please let me know which route you would like to go with! Sorry for the confusion.

--

Ryan Smith

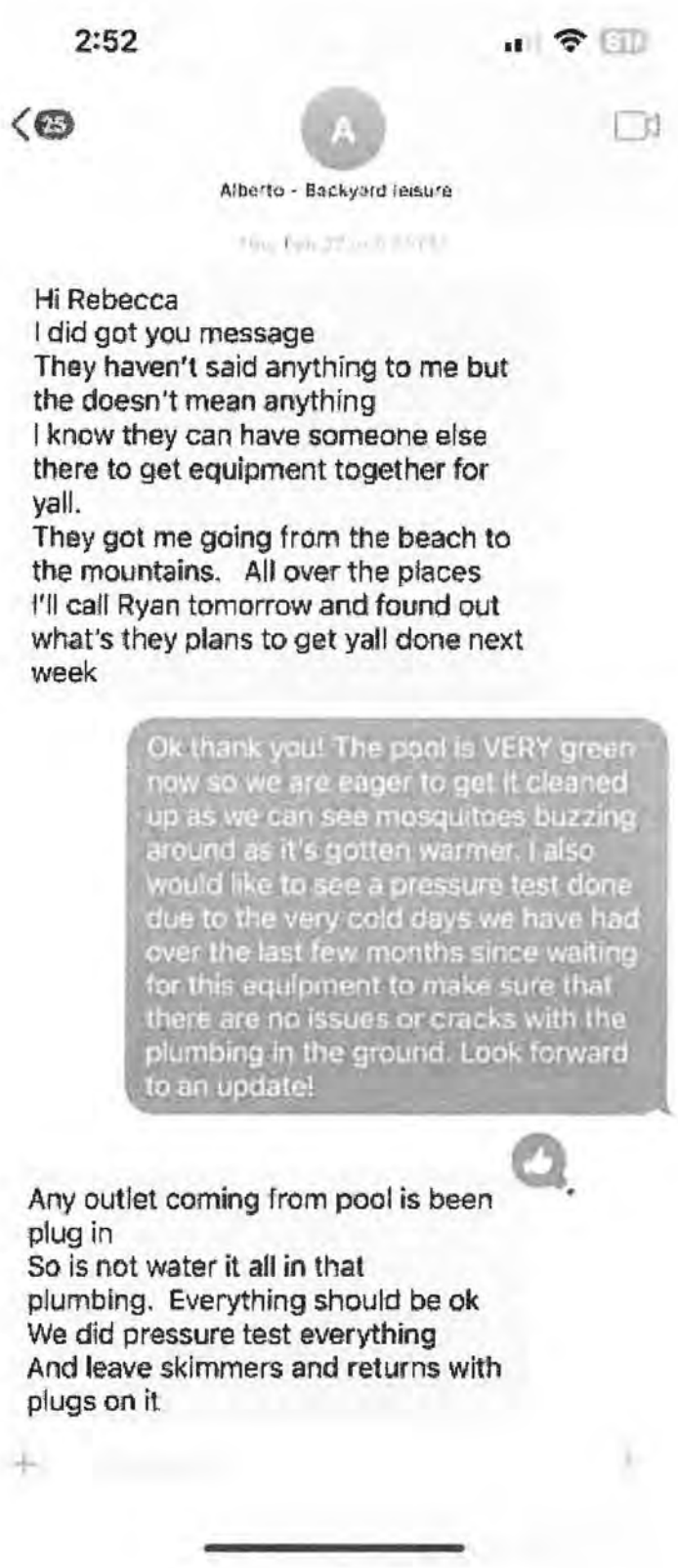
Backyard Leisure - 3612 Spring Forest Rd, Raleigh NC 27616

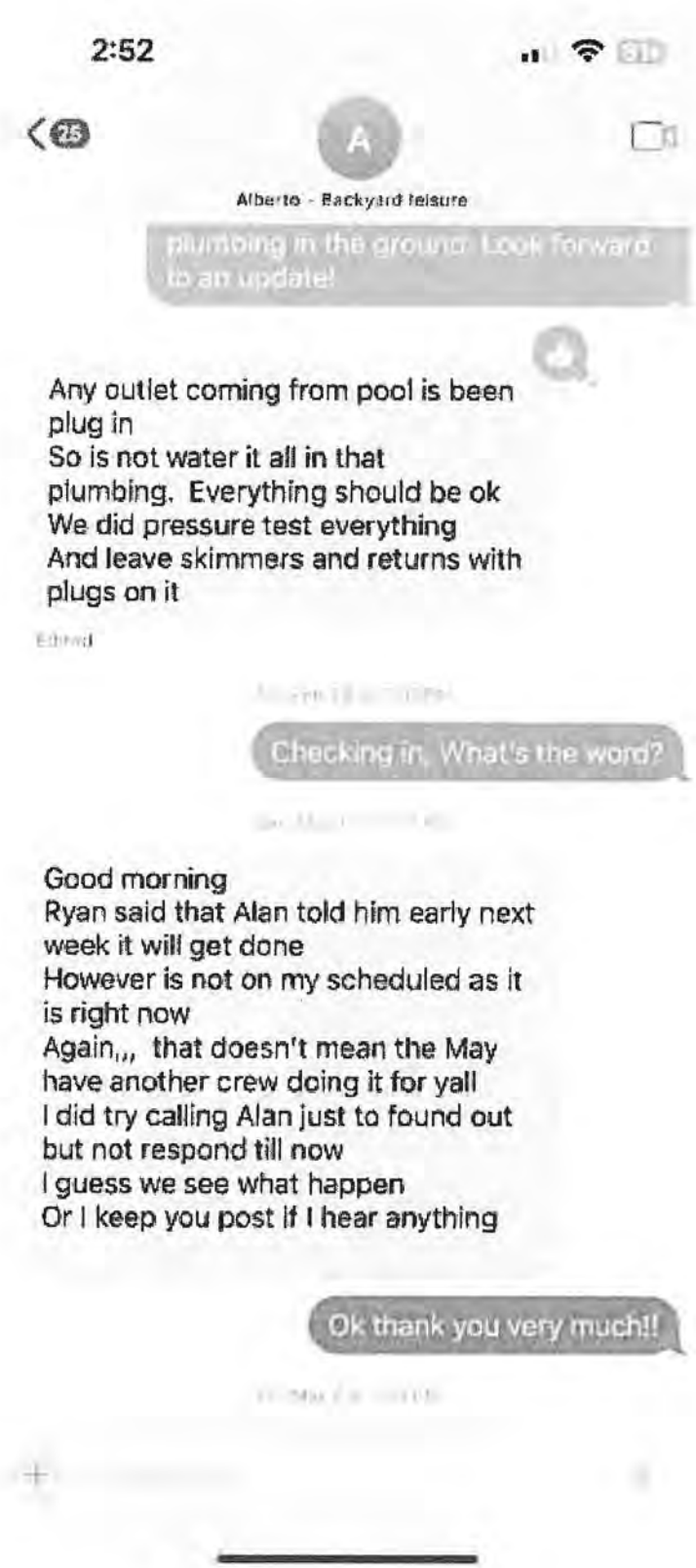
919.850.2200 phone

Schedule - I am off Sundays and Wednesdays each week (Store is open Monday-Sat 10:00am-6:00pm

each week, Closed Sundays)




2:52
25
A
Alberto - Backyard leisure
Hi Rebecca
I did got you message
They haven't said anything to me but the doesn't mean anything
I know they can have someone else there to get equipment together for yall.
They got me going from the beach to the mountains. All over the places
I'll call Ryan tomorrow and found out what's they plans to get yall done next week
Ok thank you! The pool is VERY green now so we are eager to get it cleaned up as we can see mosquitoes buzzing around as it's gotten warmer. I also would like to see a pressure test done due to the very cold days we have had over the last few months since waiting for this equipment to make sure that there are no issues or cracks with the plumbing in the ground. Look forward to an update!
Any outlet coming from pool is been plug in
So is not water it all in that plumbing. Everything should be ok
We did pressure test everything
And leave skimmers and returns with plugs on it


2:52
25
A
Alberto - Backyard leisure
plumbing in the ground. Look forward to an update!
Any outlet coming from pool is been plug in
So is not water it all in that plumbing. Everything should be ok
We did pressure test everything
And leave skimmers and returns with plugs on it
Checking in, What's the word?
Good morning
Ryan said that Alan told him early next week it will get done
However is not on my scheduled as it is right now
Again,,, that doesn't mean the May have another crew doing it for yall
I did try calling Alan just to found out but not respond till now
I guess we see what happen
Or I keep you post if I hear anything
Ok thank you very much!!


2:52
25
A
Alberto - Backyard leisure
Hey
Just checking in
Obviously haven't heard anything by now
Have not heard anything either
I just tried to call but keep getting sent to volcemail. I have not been able to reach someone at the store all week
ryan smith
od afternoon , I'm sorry I am out of the office
norrow. Alberto gets his equipment orders fro
distributor and those are handled by our main
nesville office.
Ryan's reply to my email:
Edited
Just trying to touch base. Please call me when you have a minute. We will be traveling tomorrow so will be in and out of ability to take calls.

2:52

A

Alberto - Backyard leisure

Mon, Mar 31 at 8:37 AM

Give me a ring when you have a minute please. Thanks!

Mon, Mar 31 at 5:09 PM



Can this be recovered? This is bad

Wed, Apr 2 at 12:57 PM

Any updates on your end regarding us showing on your schedule? The concrete guy is supposed to be doing the form today and as of now nobody has been here. Moses sent him a text

2:53

Alberto - Backyard leisure

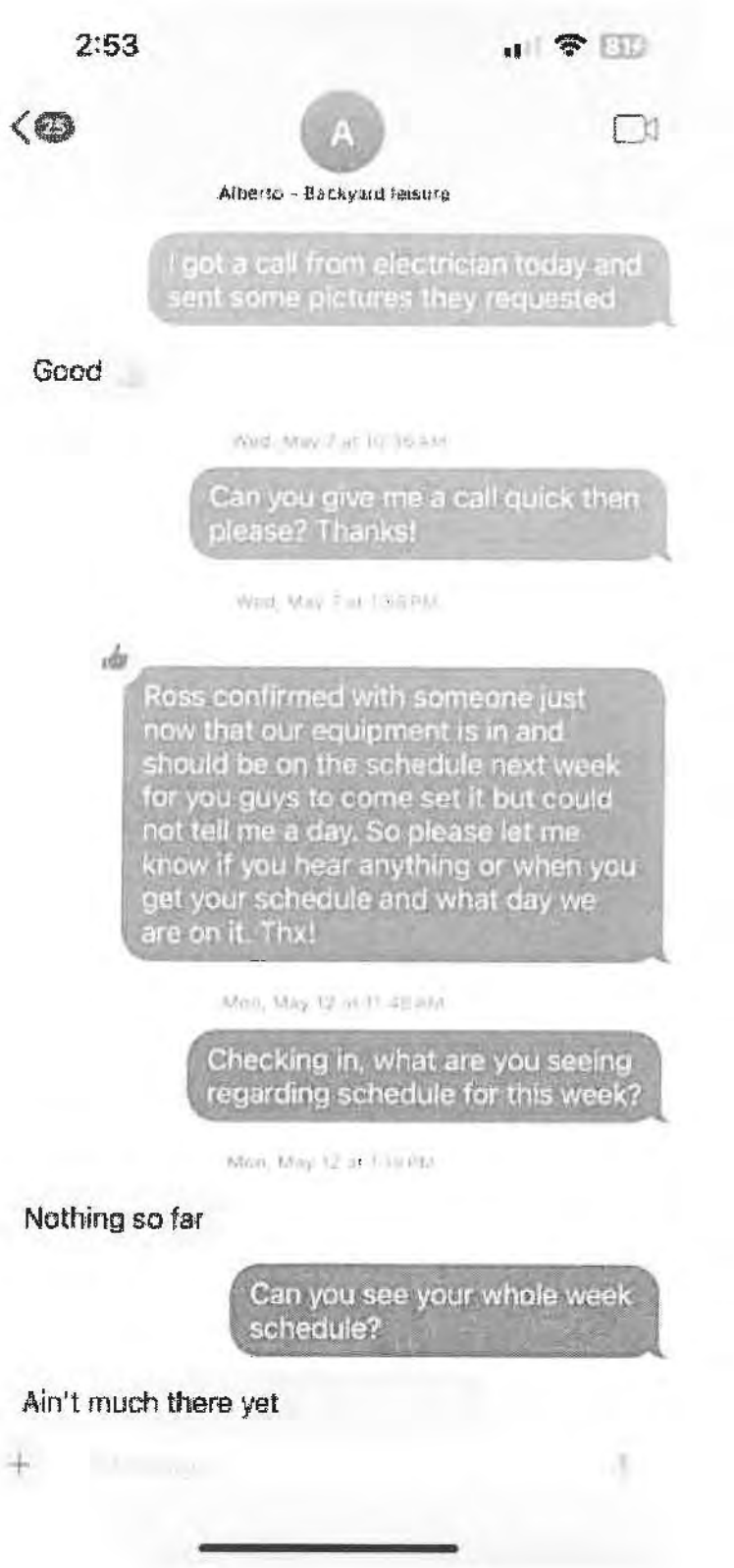
Any updates on your end regarding us showing on your schedule? The concrete guy is supposed to be doing the form today and as of now nobody has been here. Moses sent him a text to ask if he was still coming today but not sure if he has replied at this point.

Did concret got poured yesterday ?

Yes!

Awesome




2:53
81
A
Alberto - Backyard leisure
I got a call from electrician today and sent some pictures they requested
Good
Can you give me a call quick then please? Thanks!
Ross confirmed with someone just now that our equipment is in and should be on the schedule next week for you guys to come set it but could not tell me a day. So please let me know if you hear anything or when you get your schedule and what day we are on it. Thx!
Checking in, what are you seeing regarding schedule for this week?
Nothing so far
Can you see your whole week schedule?
Ain't much there yet

2:53

25

A

Alberto - Backyard leisure

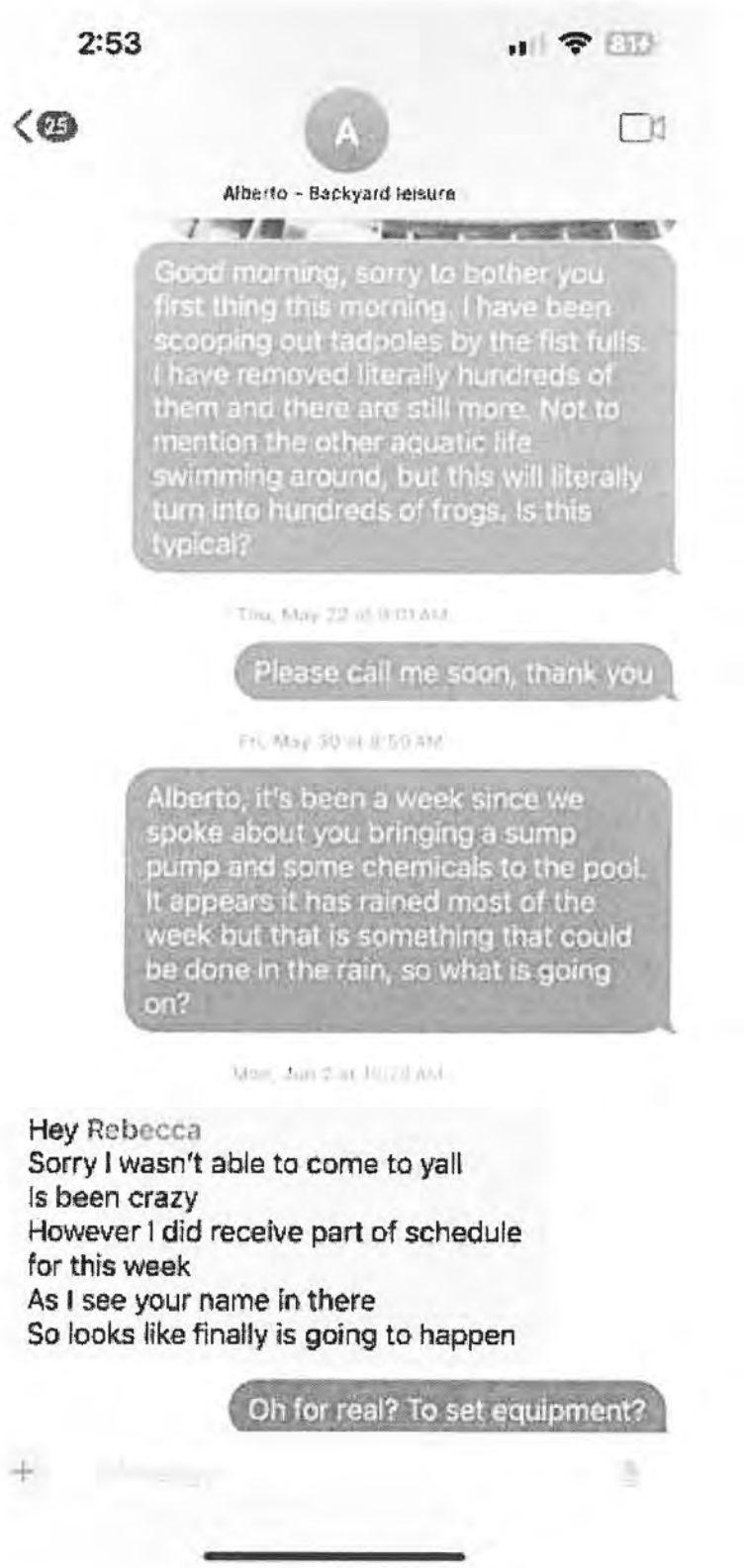
Ain't much there yet
With all this rain coming this week

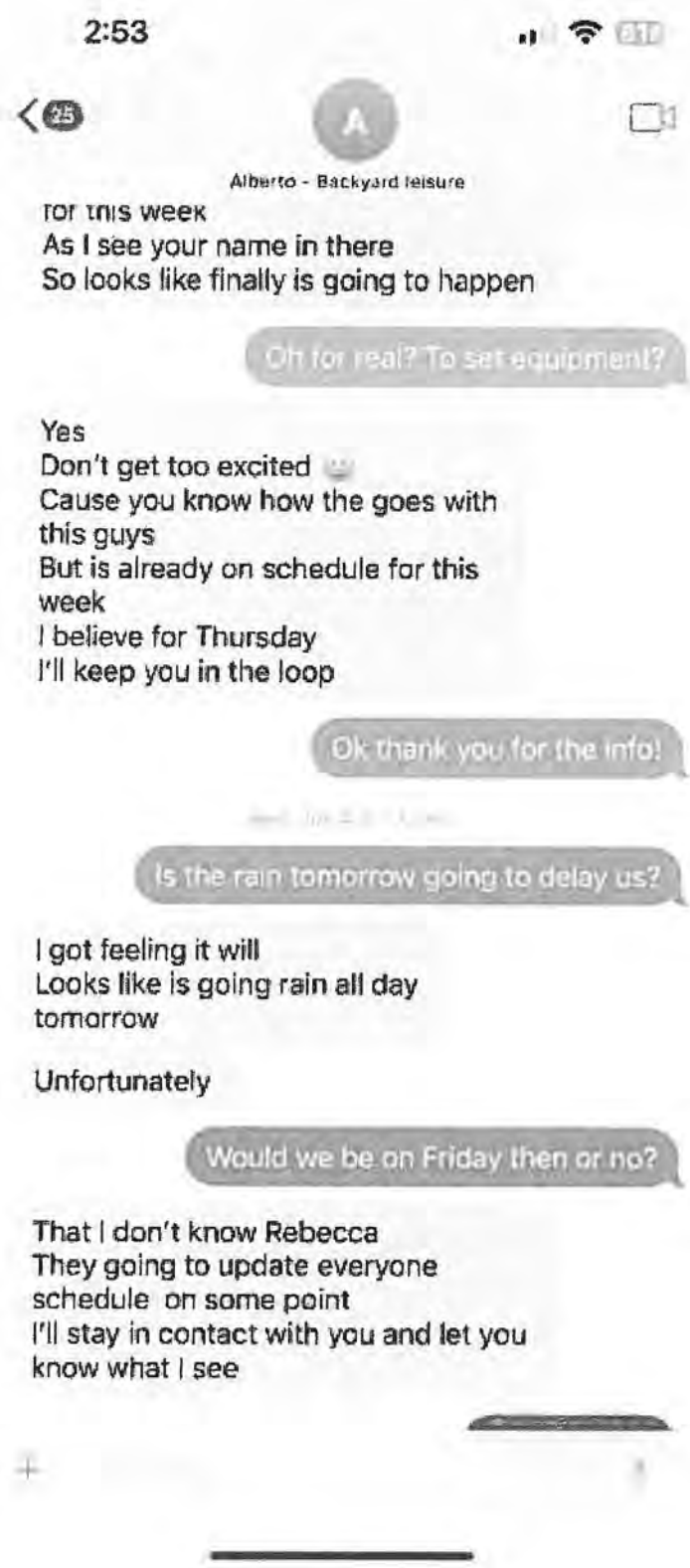
Ok let me know when you see further updates please. Thanks for the current info!

Mon, May 10 at 7:45 AM



Good morning, sorry to bother you first thing this morning. I have been scooping out tadpoles by the fist fulls. I have removed literally hundreds of


2:53
Alberto - Backyard leisure
Good morning, sorry to bother you first thing this morning. I have been scooping out tadpoles by the fist fulls. I have removed literally hundreds of them and there are still more. Not to mention the other aquatic life swimming around, but this will literally turn into hundreds of frogs. Is this typical?
Please call me soon, thank you
Alberto, it's been a week since we spoke about you bringing a sump pump and some chemicals to the pool. It appears it has rained most of the week but that is something that could be done in the rain, so what is going on?
Hey Rebecca
Sorry I wasn't able to come to yall
Is been crazy
However I did receive part of schedule for this week
As I see your name in there
So looks like finally is going to happen
Oh for real? To set equipment?


2:53
25
A
Alberto - Backyard leisure
for this week
As I see your name in there
So looks like finally is going to happen
Oh for real? To set equipment?
Yes
Don't get too excited
Cause you know how the goes with
this guys
But is already on schedule for this
week
I believe for Thursday
I'll keep you in the loop
Ok thank you for the info!
Is the rain tomorrow going to delay us?
I got feeling it will
Looks like is going rain all day
tomorrow
Unfortunately
Would we be on Friday then or no?
That I don't know Rebecca
They going to update everyone
schedule on some point
I'll stay in contact with you and let you
know what I see

2:53

Alberto - Backyard leisure

Ok thank you



Not raining here

They canceled everybody's day

Any update?

Nothing so far

2:53

Alberto - Backyard leisure



Not raining here

They canceled everybody's day

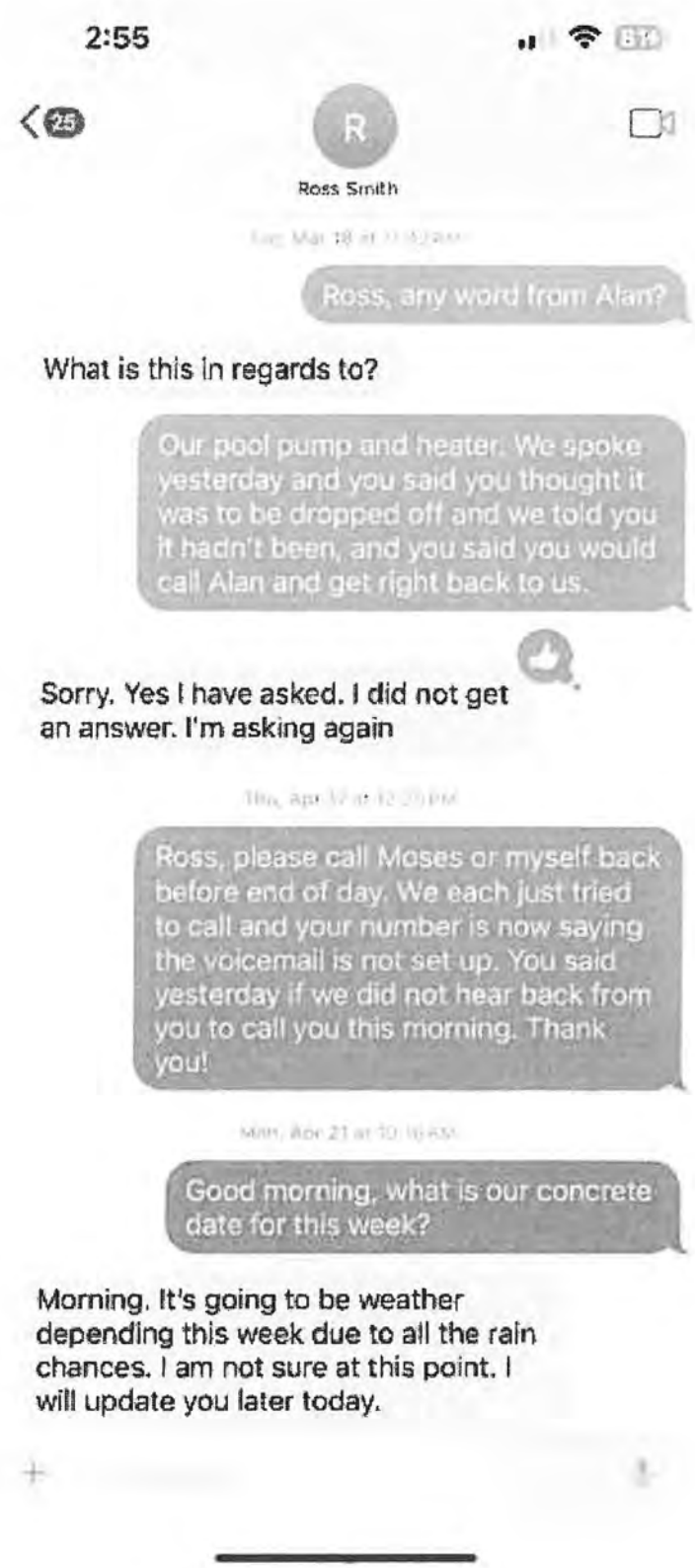
Any update?

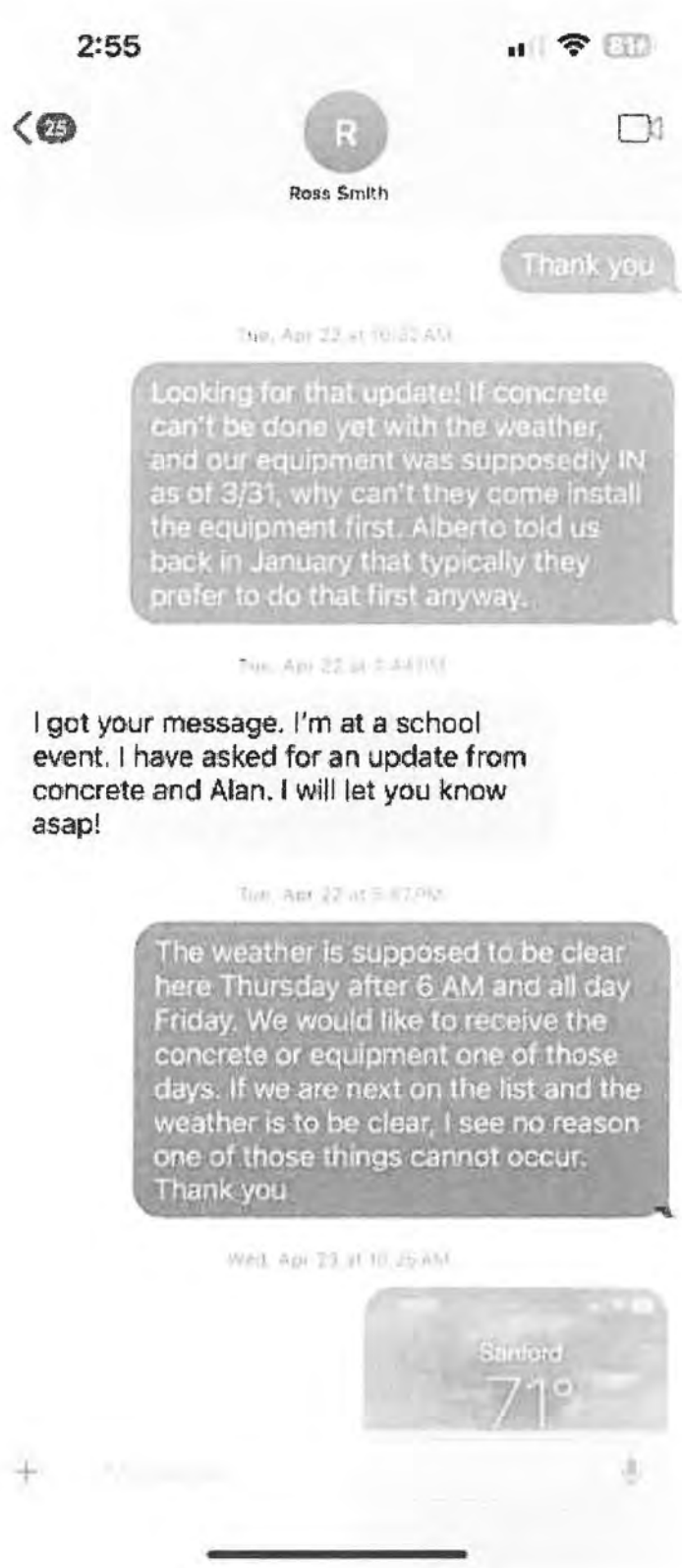
Nothing so far

Ok thank you

Give me a call then please

Delivered


2:55
25
R
Ross Smith
Ross, any word from Alan?
What is this in regards to?
Our pool pump and heater. We spoke yesterday and you said you thought it was to be dropped off and we told you it hadn't been, and you said you would call Alan and get right back to us.
Sorry. Yes I have asked. I did not get an answer. I'm asking again
Ross, please call Moses or myself back before end of day. We each just tried to call and your number is now saying the voicemail is not set up. You said yesterday if we did not hear back from you to call you this morning. Thank you!
Good morning, what is our concrete date for this week?
Morning. It's going to be weather depending this week due to all the rain chances. I am not sure at this point. I will update you later today.


2:55
25
R
Ross Smith
Thank you
Looking for that update! If concrete can't be done yet with the weather, and our equipment was supposedly IN as of 3/31, why can't they come install the equipment first. Alberto told us back in January that typically they prefer to do that first anyway.
I got your message. I'm at a school event. I have asked for an update from concrete and Alan. I will let you know asap!
The weather is supposed to be clear here Thursday after 6 AM and all day Friday. We would like to receive the concrete or equipment one of those days. If we are next on the list and the weather is to be clear, I see no reason one of those things cannot occur. Thank you
Sanford
71°

2:55

Ross Smith

Wed, Apr 23 at 10:25 AM



Checking on an update. Weather is now showing clear here the rest of the week.

Edited

Wed, Apr 23 at 12:02 PM

I will ask!

Wed, Apr 23 at 3:42 PM

Trying to be patient here but nearing end of the day. You have stated to yet again be requesting an update all week

Message

2:55

25

R

Ross Smith



Checking on an update. Weather is now showing clear here the rest of the week.

Edited

Wed, Apr 23 at 1:02 PM

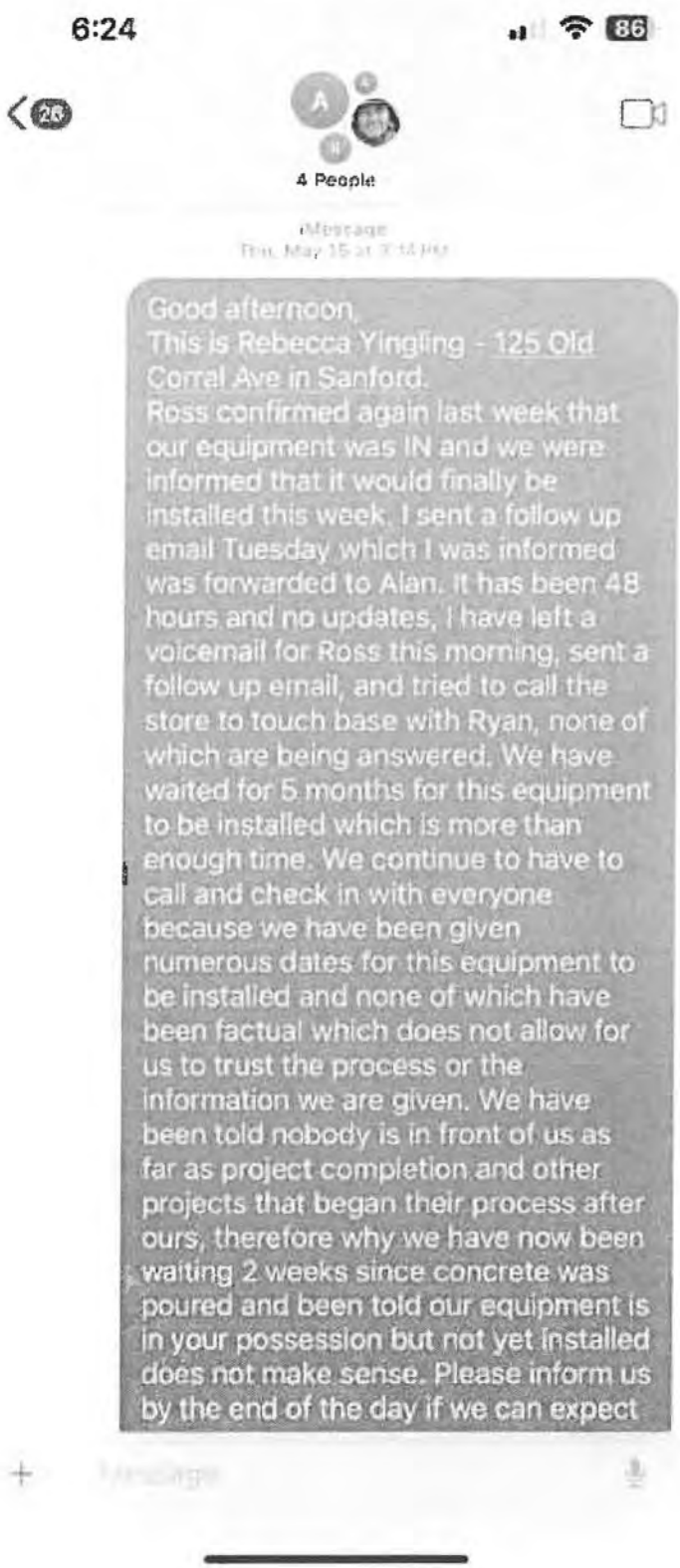
I will ask!

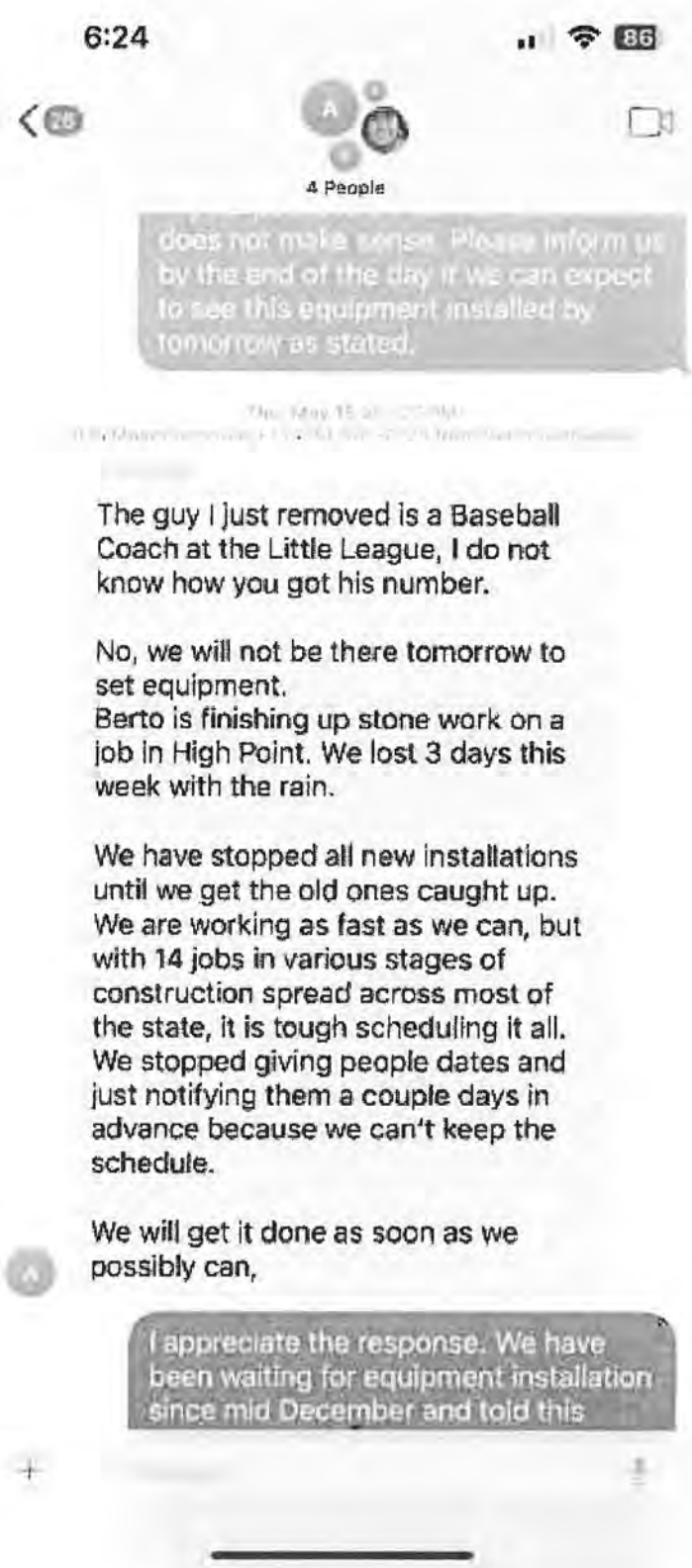
Wed, Apr 23 at 2:42 PM

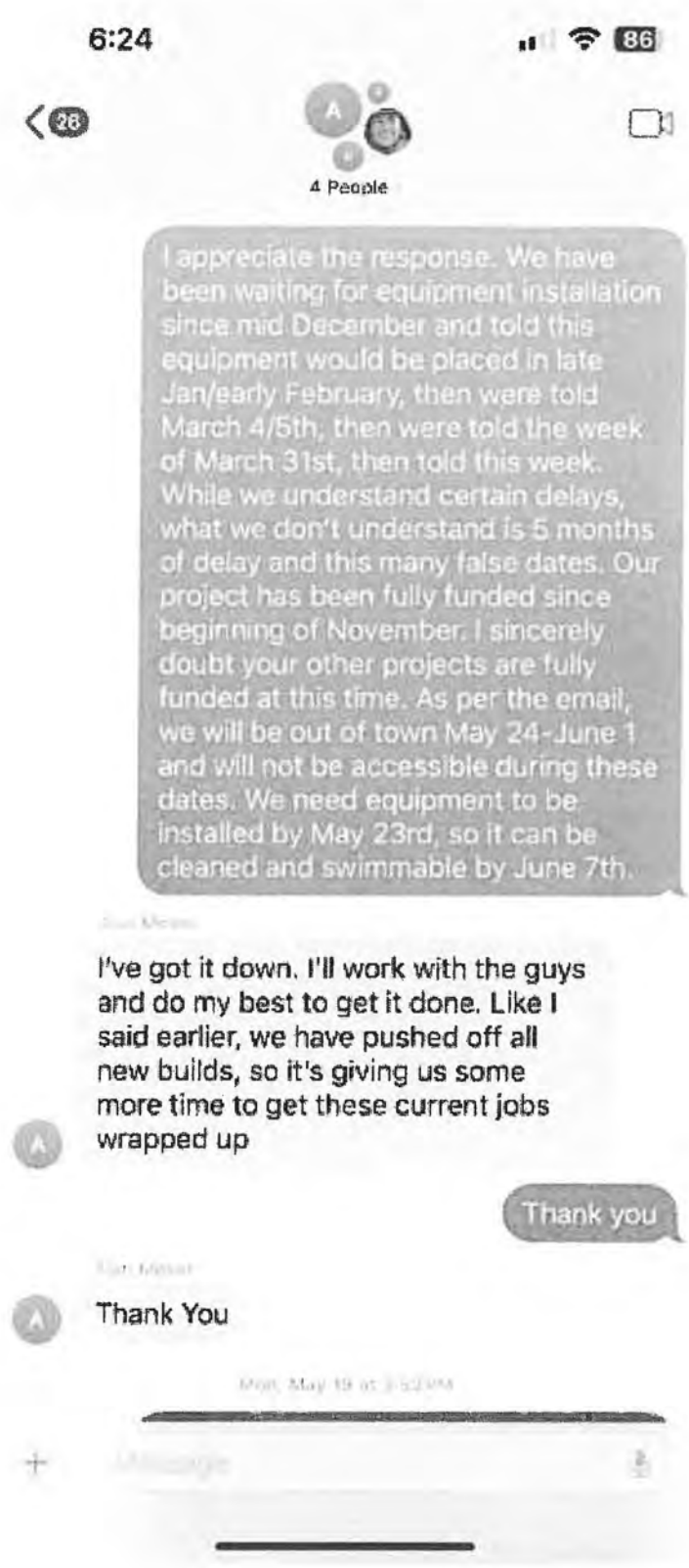
Trying to be patient here but nearing end of the day. You have stated to yet again be requesting an update all week and we have nothing. Please send us a viable update. This is absolutely unacceptable.

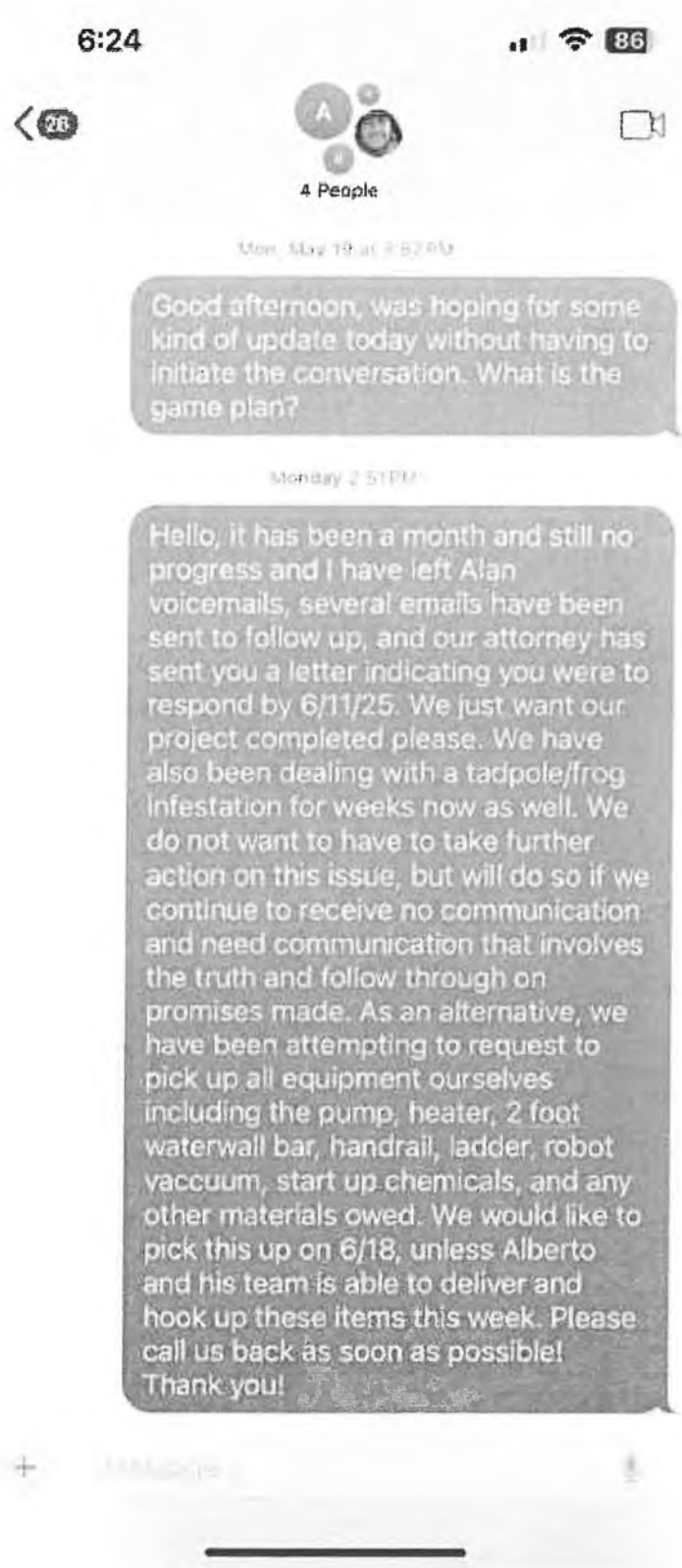
Delivered

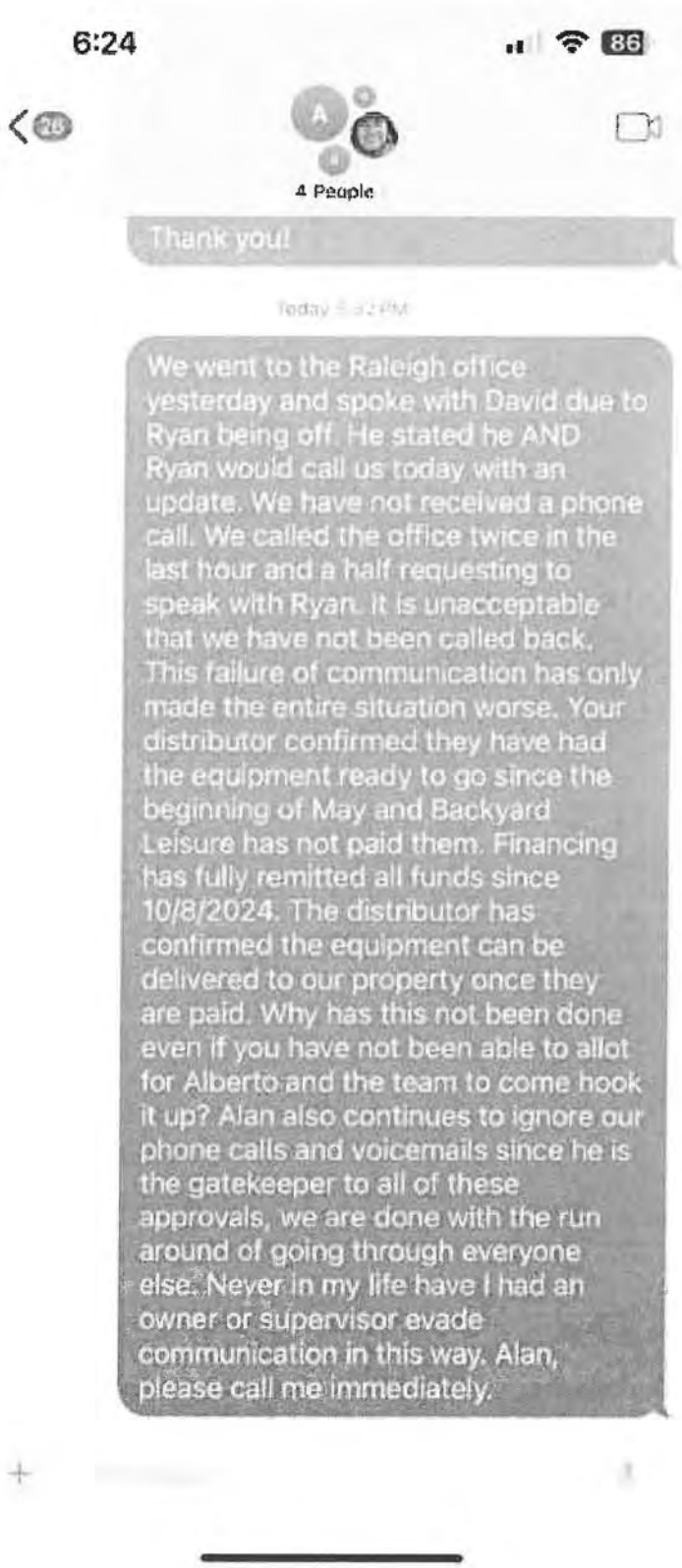
I have asked for an update. Have not gotten one either. I will call as soon as I know


6:24
86
26
4 People
iMessage
Good afternoon,
This is Rebecca Yingling - 125 Old Corral Ave in Sanford.
Ross confirmed again last week that our equipment was IN and we were informed that it would finally be installed this week. I sent a follow up email Tuesday which I was informed was forwarded to Alan. It has been 48 hours and no updates, I have left a voicemail for Ross this morning, sent a follow up email, and tried to call the store to touch base with Ryan, none of which are being answered. We have waited for 5 months for this equipment to be installed which is more than enough time. We continue to have to call and check in with everyone because we have been given numerous dates for this equipment to be installed and none of which have been factual which does not allow for us to trust the process or the information we are given. We have been told nobody is in front of us as far as project completion and other projects that began their process after ours, therefore why we have now been waiting 2 weeks since concrete was poured and been told our equipment is in your possession but not yet installed does not make sense. Please inform us by the end of the day if we can expect


6:24
86
4 People
does not make sense. Please inform us by the end of the day if we can expect to see this equipment installed by tomorrow as stated.
The guy I just removed is a Baseball Coach at the Little League, I do not know how you got his number.
No, we will not be there tomorrow to set equipment.
Berto is finishing up stone work on a job in High Point. We lost 3 days this week with the rain.
We have stopped all new installations until we get the old ones caught up. We are working as fast as we can, but with 14 jobs in various stages of construction spread across most of the state, it is tough scheduling it all. We stopped giving people dates and just notifying them a couple days in advance because we can't keep the schedule.
We will get it done as soon as we possibly can,
I appreciate the response. We have been waiting for equipment installation since mid December and told this


6:24
86
28
4 People
I appreciate the response. We have been waiting for equipment installation since mid December and told this equipment would be placed in late Jan/early February, then were told March 4/5th, then were told the week of March 31st, then told this week. While we understand certain delays, what we don't understand is 5 months of delay and this many false dates. Our project has been fully funded since beginning of November. I sincerely doubt your other projects are fully funded at this time. As per the email, we will be out of town May 24-June 1 and will not be accessible during these dates. We need equipment to be installed by May 23rd, so it can be cleaned and swimmable by June 7th.
I've got it down. I'll work with the guys and do my best to get it done. Like I said earlier, we have pushed off all new builds, so it's giving us some more time to get these current jobs wrapped up
Thank you
Thank You


6:24
86
26
4 People
Good afternoon, was hoping for some kind of update today without having to initiate the conversation. What is the game plan?
Monday 2:51 PM
Hello, it has been a month and still no progress and I have left Alan voicemails, several emails have been sent to follow up, and our attorney has sent you a letter indicating you were to respond by 6/11/25. We just want our project completed please. We have also been dealing with a tadpole/frog infestation for weeks now as well. We do not want to have to take further action on this issue, but will do so if we continue to receive no communication and need communication that involves the truth and follow through on promises made. As an alternative, we have been attempting to request to pick up all equipment ourselves including the pump, heater, 2 foot waterwall bar, handrail, ladder, robot vaccuum, start up chemicals, and any other materials owed. We would like to pick this up on 6/18, unless Alberto and his team is able to deliver and hook up these items this week. Please call us back as soon as possible! Thank you!


6:24
86
28
4 People
Thank you!
We went to the Raleigh office yesterday and spoke with David due to Ryan being off. He stated he AND Ryan would call us today with an update. We have not received a phone call. We called the office twice in the last hour and a half requesting to speak with Ryan. It is unacceptable that we have not been called back. This failure of communication has only made the entire situation worse. Your distributor confirmed they have had the equipment ready to go since the beginning of May and Backyard Leisure has not paid them. Financing has fully remitted all funds since 10/8/2024. The distributor has confirmed the equipment can be delivered to our property once they are paid. Why has this not been done even if you have not been able to allot for Alberto and the team to come hook it up? Alan also continues to ignore our phone calls and voicemails since he is the gatekeeper to all of these approvals, we are done with the run around of going through everyone else. Never in my life have I had an owner or supervisor evade communication in this way. Alan, please call me immediately.

MERRITT WEBB

2525 Meridian Parkway, Suite 300
Post Office Box 2247, Durham, NC 27713

Telephone (919) 956-5534 / (800) 645-2499
Facsimile (919) 956-7076
Email ncdocs@merrittwebb.com

May 27, 2025

Backyard Leisure
3501 Capital Boulevard, Suite 124
Raleigh, NC 27604

Re: Rebecca And Moses Yingling
125 Old Corral Avenue, Sanford NC 27332
Our File: NC-5HJ-HPG

To Whom It May Concern,

I am writing on behalf of Rebecca and Moses Yingling regarding completion of their project with your company. Rebecca and Moses Yingling hired your company to install an inground pool at their residence. Due to financing requirements your company has been paid in full for the entire project. Despite this, Rebecca and Moses Yingling's project is still not complete and they have expressed discontentment over the lack of accurate communication as well as the falsely promised dates.

This troubling trend of false promises began back in December 2024 when Rebecca and Moses Yingling were told their electric heating equipment would be delivered and installed around February 2025. However, as of the date of this correspondence such has yet to occur. Rebecca and Moses Yingling's multiple inquiries have been met with false promises and empty placations.

Rebecca and Moses Yingling were finally told that installation of this equipment could not be performed until after the concrete had been poured and set for two weeks. Your company promised installation would be completed exactly two weeks after concrete poured. On May 1, 2025 the concrete was poured. To date, however, no such promised installation of equipment has occurred. This is the case despite Rebecca and Moses Yingling receiving yet another false promise from your company that installation would be finished the week of May 12, 2025.

Rebecca and Moses Yingling have thus engaged this firm to their legal rights. Rebecca and Moses Yingling are hoping to resolve this in an amicable manner. They wish to have a solid schedule for the final steps of their project that they can depend upon given the lack of communication which has led to a lack of Rebecca and Moses Yingling trust in your company. We have subsequently advised Rebecca and Moses Yingling of available legal rights and remedies should this matter not be resolved promptly and to their satisfaction

To avoid further action, Rebecca and Moses Yingling demands you complete the job within 15 days. Please respond within fifteen (15) days with Bonafide promise to return to Rebecca and Moses Yingling's property and complete the work. If we do not receive a response within this



timeframe or your response is deemed inadequate, we will advise our client on further recourse. Thank you for your prompt attention to this matter.

Very truly yours,
Merritt, Webb, Wilson & Caruso, PLLC

Madison Gurrera

Madison Gurrera
Attorney at Law

NAME

Mr. Moses Reuben Yingling

MAILING ADDRESS

125 Old Corral Ave
Sanford, North Carolina 27332

EMAIL

[redacted]

COUNTY OF RESIDENCE

Harnett

DAY PHONE NUMBER (INCLUDING AREA CODE)

(717) 965-6369

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(717) 965-6369

CELL PHONE NUMBER (INCLUDING AREA CODE)

(717) 855-0212

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

Yes

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure Pools & Spas

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

3612 Spring Forest Rd
Raleigh, North Carolina 27616

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

byinstallation@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

In Ground Fiberglass Swimming Pool

DATE OF PURCHASE, SERVICE, CONTRACT

06/09/2024



MANUFACTURER OR BRAND

Alagas Grand Baron

ACCOUNT NUMBER

1616

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

06/09/2024

END DATE

06/09/2025

TOTAL AMOUNT PAID

104952.18

AMOUNT IN DISPUTE

40000

HOW WAS PAYMENT MADE?

Other

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I telephoned the business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

With the exception of a subcontractor pouring concrete around the pool on May 1, 2025, our project has otherwise been at a stand still since January 2025. We have been waiting for the company to deliver and hook up our pool pump and heater since that time. Despite countless phone calls, emails, text message communication attempts and stopping at the Raleigh location twice and the Kernersville location, we have been lied to about delivery dates 5-6 separate times since then. We either get ignored completely, given fake information to try to buy them more time, or they defer to someone else within the company stating they need to obtain a directive from them and then do not respond back. We always end up making the next contact attempt. Our project has been paid in full since early October. The original sales representative referred us to financing in June 2024, that we later found in October 2024 was the "wrong financing company" for us to have been given for an in ground project with installment payments. They directed us to sign a form stating the project was complete so that the finance company could release all funds. This then paid the company in full for our project as of 10/8/2024. They sent us an email at that time acknowledging the project was not completed and they agreed to complete it as per the contract. In the original contract, we were sold a heater that was stated to be electric and in stock at their store allowing for a discount of $4,921.21. When it came closer to the point of installing the pump and heater, we were informed that this heater is no longer available and it was a gas heater anyway. The options presented at that time were to have them order the same gas heater we were sold without knowing, and it would be our responsibility to have a gas source installed and connected to the heater. The secondary

option was to have them order the electric heater we informed the sales person we wanted, but this would be a price difference of $3,000. We paid the additional $3,000 almost immediately and therefore also losing the discount we were originally given. We were also informed Backyard Leisure would cover the additional costs with the electrician to hook up the heater if we chose this second option. We have been making payments to the finance company since November 7, 2024 reflecting that all funds have been released. We were not to be making payments until the project was completed, but due to this work around we were directed to do by Backyard Leisure, we have been making payments since that time and still do not have a completed project 9 months later. At this time, in addition to the pump and heater being hooked up by their installation team and an electrician, we are also owed a ladder, handrail, 2 foot water wall bar and stone work construction of the water wall feature, a robot vacuum and start up chemicals at minimum. We have informed them we have been battling tadpoles and a frog infestation in the pool due to it's present condition and the delay in their completing the project, but no efforts have been made to assist in this issue or complete the project to resolve this issue. We have simply requested that they finish our project and we have been met with a lack of communication, lack of honesty and excuses. We had an attorney send them a letter on May 27, 2025 requesting a solidified schedule and response to their offices within 15 days, which has not occurred as of this submission.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

We spoke to Ryan around 2:25 PM on 6/20/2025 in which he continues to state he has not heard an update from the installation team. We asked for clarity than the owner Alan makes their schedule and he confirmed this. He says they prefer we receive updates through the email trail so everyone is on the same page and then he sent a very short email to follow up. This has occurred numerous times already with no valid response, just more excuses.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

We want our project to be fully completed in the next 30 days, or to have all remaining items released to us with remaining funds returned not used. This would be for electrician to hook up the equipment which we know was a $5,000 allotment in the contract, as well as the materials and labor to complete the water wall feature (cinder blocks, stone work, etc), and labor charges for installing the remaining equipment and items. We have requested an invoice for the work that has been completed to take to another pool company for comparison. This has been requested in at least 3 recent written requests.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

Yes

NAME OF ATTORNEY

Merritt, Webb, Wilson & Caruso, PLLC

ATTORNEY'S NUMBER, INCLUDING AREA CODE.

(919) 956-5534

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- All-emails.docx
- YINGLING-revised-sales-order.pdf
- Pool-Contract.pdf
- All-Text-Messages.docx

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Outlook

Receipt from Wiring Solutions Plus

From Wiring Solutions Plus <notifications@housecallpro.com>
Date Tue 8/19/2025 11:58 AM
To [redacted]

Your receipt from Wiring Solutions Plus

Job Number:	12791
Service Date:	Aug 19, 2025
Customer Name:	Moses & Rebecca Yingling
Service Address:	125 Old Corral Ave Sanford, NC 27332

Services	**amount**
Inground Pools - Standard in ground pool package.	$3,000.00

Includes:
-pool panel
-1 pump
-1 light transformer
-Set one 4 light junction box (does not include piping or pulling lights)
-30 amp service line up to 60ft
-bonding pool and equipment
-low voltage connections

Code requires electrical outlet within 20ft of pool.
If one is not currently present meeting the 20ft mark.
One must be added.

Will be priced on site to location of customers choice.

*Price does not include backfilling trenches. Will be priced extra. Most jobs are back filled by the landscapers due to them having to level it out anyways.

Trip Charge of $300 will be added in jurisdictions that require us to meet inspector during final inspections. (at this time only Cary is requiring it)

70amp Service Line	$950.00



Services	amount
Up size service line to 70amp to accommodate extra equipment	
Inground Pools - Electric pool heater Wiring Electric pool heater Includes GFCI breaker	$650.00
Trip Charge Out of Area	$300.00
Homeowner Is Paying Electrician Out Of Pocket For Backyard Leisure	$0.00
Subtotal	$4,900.00
Military	- $245.00
Sales Tax	$0.00

Amount Paid $4,200.00

Payment Method
mastercard x5479

August 19, 2025
11:55am

Amount Paid $455.00

Payment Method
visa x2166

August 19, 2025
11:58am

We take cash, credit, or checks at the time work is completed.

To apply for financing, go to the link below

https://www.hfsfinancial.net/promo/6705859f3ae5ffb532bf962c

We are a fully licensed and insured Electrical and Solar company.
We offer free no-obligation estimates for Home Stand-by Generators and Solar Panel Systems.
We are a certified SPAN smart panel installer.
We are Tesla certified installers.
We are an authorized dealer for Generac, Cummins, and Briggs & Stratton.

We do require 70% down on all Generator Installations.

Battery only installations require 70% down and remainder upon completion.

Solar with or with out battery is 10% down for initial process of application and plans, 50% of remainder due prior to scheduling, and the remainder upon job completion.

If you are just buying a generator, we require payment in full prior to ordering generator and/or auto transfer switch.

We are NOT responsible for anything hit or cut underground while trenching If not marked

Cancellations under 24 hours are subject to a trip charge

(984) 200-7489 | wiringsolutionsoffice@gmail.com

http://www.wiringsolutionsplus.com

4724 Hargrove Rd, 192
Raleigh, NC 27616

Terms & Conditions

Exhibit 8

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF JULIE D. DANIEL

I, Julie D. Daniel, being first fully sworn, state as follows:

1. My name is Julie D. Daniel and I reside in Wake County.

2. I am employed as an Investigator in the Consumer Protection Division of the North Carolina Department of Justice ("Consumer Protection"). I have been in this position for approximately 6 years. Prior to this time, I held the position of Consumer Specialist in Consumer Protection for 14 years.

3. In my positions as Investigator and Consumer Specialist, I have regularly investigated, and assisted in the investigation of, alleged unfair or deceptive practices of businesses and/or individuals suspected of violating North Carolina law, specifically related to contracting and home repair fraud.

4. I have assisted in Consumer Protection's investigation of Backyard Leisure, LLC ("Backyard Leisure"), a company that sells and installs hot tubs, swim spas, and inground pools in North Carolina. Our investigation has also included Robert Alan Mosher, the owner and manager of Backyard Leisure. I am the custodian of all records, correspondence, and other documents maintained in our office regarding the Consumer Protection Division's investigation of this matter, including consumer complaints submitted to our office concerning Backyard Leisure.

5. In February 2024, a complaint against Backyard Leisure was escalated to my attention. At approximately the same time, a Consumer Specialist in our office, Jennifer Irving, brought to my attention that we had recently received three additional complaints against Backyard Leisure. The four complainants alleged that they had paid substantial sums for a product



that was never delivered. Given the quick succession of complaints and seriousness of the allegations, I put Backyard Leisure on my watchlist.

6. From February to July 1, 2024, we received twenty complaints against Backyard Leisure from consumers alleging that they had paid in advance for hot tubs or swim spas and that Backyard Leisure had failed to deliver the product. I should note that in prior years 2018 through 2023, we had received seventeen complaints against Backyard Leisure, but these were mostly disputes over the quality of the product or installation.

7. When Consumer Protection receives a consumer complaint about a business, it sends the complaint to the business and asks for a written response. This begins the process of informal dispute resolution: the hope (and expectation) is that the business will respond, leading to discussion between the parties that results in resolution of the matter. In that vein, our office sent the recent complaints to Backyard Leisure and asked the business to respond in writing.

8. Backyard Leisure retained counsel to respond to the recent complaints. Accordingly, on July 12, 2024, at Consumer Protection's initiative, Consumer Protection and Backyard Leisure's attorney met via Microsoft Teams to discuss resolution of the complaints. As of the date of that call, seventeen of the recent complaints remained unresolved. I participated in the call, along with Ms. Irving and Jeb Saunders, an attorney in Consumer Protection.

9. Backyard Leisure's attorney provided background on Backyard Leisure's financial difficulties. He also stated that the owner of Backyard Leisure, Alan Mosher, understood the seriousness of the situation and the need to resolve the complaints. He assured us that the problems the company was having were strictly with the swim spa/hot tub sales, and that their inground pool business was thriving without issues and the company was now cash positive. The attorney followed up with a letter on July 22, 2024 that summarized and expanded on our conversation. A true and accurate copy of that letter is attached as Exhibit A.

10. By September 2024, some of the complaints we had discussed with Backyard Leisure's counsel had been resolved, but in the meantime more complaints had come in, including some regarding in-ground pool installations. We therefore set up another Teams meeting with counsel on September 16, 2024, to discuss what appeared to be continuing (and possibly escalating) problems. He provided some updates on individual complaints. We asked for a firm commitment to have Backyard Leisure resolve all complaints by Thanksgiving 2024. After consulting with his client, he emailed us on September 20, 2024, stating that his client believed they could meet that deadline without issue. A true and accurate copy of that email is attached as Exhibit B.

11. As Thanksgiving approached, there were still unresolved complaints. In addition, we had received eleven more complaints against Backyard Leisure. We had another Teams call with Backyard Leisure's counsel on November 25, 2024 to discuss the unresolved complaints, which, at that point, totaled sixteen.

12. Yet another Teams call followed, on January 22, 2025. During this call, Backyard Leisure's counsel gave us a list of deliveries and refunds that would go out to resolve complaints, along with the dates by which the deliveries or refunds would occur. We were still hopeful at this point that all complaints would eventually be resolved. Unfortunately, Backyard Leisure failed to follow through on many of the promised resolutions, leaving some of the complaints unresolved to this day.

13. As the months passed, Backyard Leisure was resolving fewer complaints. By mid-June 2025, we had received more complaints, some of which alleged that Backyard Leisure had failed to complete inground pool installations; on this point, I would note Backyard Leisure's earlier assurance that their inground pool business was thriving without issue.

14. We therefore set up another Teams call with Backyard Leisure's attorney on June 13, 2025. The meeting was cut short when he informed us that he had not received any updates from his client. We rescheduled a call for July 18, 2025 to give counsel time to communicate with his client. He gave us the same response in this meeting: his client was no longer communicating with him.

15. Consumers continue to submit complaints to our office about Backyard Leisure. As of today's date, we have received a total of 70 complaints against Backyard Leisure, including the seventeen prior to 2024. Fifty-three of the complaints have arrived since 2024, and twenty-one remain unresolved. The total losses claimed by the twenty-one consumers is $526,383.46. True and accurate copies of the twenty-one unresolved complaints that we have received against Backyard Leisure are attached as Exhibit C.

16. The foregoing statements are true to the best of my information, knowledge, and belief.

10/7/2025
Date

Julie D. Daniel
Julie D. Daniel

Sworn to and subscribed before me
This the 7th day of October, 2025

Alexandra Zapata
(Notary Public)

My Commission Expires: 4.17.2028

ALEXANDRA ZAPATA
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 4-17-2028

North Carolina
Asheville, Charlotte, Durham, Fayetteville, Goldsboro, Greensboro, Greenville, Henderson, New Bern, Raleigh, Roanoke Rapids, Rocky Mount, Sanford, Wilmington, Wilson, Winston-Salem
South Carolina
Greenville

LAW OFFICES OF
JAMES SCOTT FARRIN
www.farrin.com

555 South Mangum Street, Suite 800
Durham, North Carolina, 27701
(800) 220-7321 (P)
(800) 716-7681 (F)
Tax ID: 56-2046742

July 22, 2024

Stuart "Jeb" Saunders
Jennifer Irving
Julie Daniel
NC Dept. of Justice
Consumer Protection Division
114 W Edenton Street
Raleigh, NC 27603

RE: Backyard Leisure, LLC Consumer Complaint Action Plan

Per our discussion on July 12, 2024, Backyard Leisure Pools and Spas, LLC ("BL") has been the subject of recent complaints submitted to the North Carolina Attorney General's Office. These complaints are related to delays in delivering hot tubs previously ordered and paid for by customers, primarily from the Raleigh and Concord area stores. This letter will explain some of the problems that led to these complaints as well as the company's solutions to rectify them. I would like to point out that this problem is isolated to hot tubs alone. BL has continued to meet the target deadlines for the swimming pool division of the company.

By way of history, BL was co-founded and owned by two 50% partners – Alan Mosher and Chris Scott. Mr. Scott was located in the Raleigh area and responsible for all stores, pricing, promotions, and sales. Mr. Mosher was/is located in the Greensboro area and was responsible for installations, insurance audits/renewals, and estimating and budgeting costs for materials and labor. In early 2023, Mr. Mosher agreed to buyout Chris Scott's ownership in the company.

Delays with customer delivery began during the COVID-19 lockdowns. The available inventory of hot tubs and the parts needed to construct them plummeted as facilities halted production to send workers home for quarantine. The average lead time between order and delivery increased to eight to ten months, with some lead times stretching to 24 months. The manufacturers stopped locking in prices from the time of purchase for all dealers, including BL. They did so because this allowed the manufacturers to raise wholesale prices (to offset their COVID-related losses) well after the date the customer signed the purchase contract. By way of example, the company sometimes paid Bullfrog as much as 10-12% more for products than they would have had the price was locked in at the time the customer signed the contract. BL honored the original customer pricing in these situations, which resulted in steep cuts to the company's net profit margins. Moreover, most customers use third-party financing to buy hot tubs, which would have to be unwound and redone if BL adjusted pricing when the manufacturers were ready to ship.



555 South Mangum Street, Suite 800
Durham, North Carolina, 27701
(800) 220-7321 (P)
(800) 716-7881 (F)

Tax ID: 56-2046742

The company partially addressed this situation in 2021 by switching banks and hiring a new Controller. BL also eventually partnered with a new third-party financing company with more favorable recission terms for both the company and its customers. These changes were successful in helping BL better manage its finances and manage hot tub orders more efficiently. However, the company began to uncover new issues with the company's sales, inventory, and bookkeeping. The majority (but not all) of the issues were at the stores in Raleigh and Concord.

Specifically, Chris Scott became absent from his daily management responsibilities. As noted above, he was responsible for managing the Raleigh and Concord stores. However, he became frequently absent from his office at BL's Raleigh location and was almost never at the Concord location. To address these issues in the short term, Alan Mosher hired an Operations Officer as well as a new staff member charged with making and tracking hot tub orders. These employees, and the new Controller, began uncovering more inconsistencies with customer orders as well as with the bookkeeping.

Shortly after these changes were implemented, Mr. Scott began demanding to be bought out of the company, claiming health reasons prevented him from working. (It should be noted here that Mr. Scott is now working full time at a grading company he just opened). During buyout negotiations, Mr. Scott continued to neglect his management duties and even refused to sign company contracts and other paperwork necessary for continued operation. He used these tactics as leverage in the buyout. Ultimately, Mr. Mosher agreed to buyout Chris Scott's interest in BL as it was clear that the latter was no longer interested in performing his necessary duties.

Mr. Mosher began restructuring BL in or about April 2023, following Mr. Scott's departure. Initial changes happened rapidly, and the company was moving in the right direction. Unfortunately, sales began declining as COVID tapered and more issues with record keeping and inventory were found. Mr. Mosher discovered that there was a substantial backlog of deliveries, repairs, and product that had to be exchanged because Mr. Scott had ordered it incorrectly. In addition, customers who were patient during the pandemic were no longer willing to wait for extended periods of time for their orders.

BL has been steadily working to remedy all issues left in the wake of Mr. Scott's departure. Despite considerable progress, however, the circumstances described above led to the complaints recently filed with the AG's office.

The company and Mr. Mosher understand the need to promptly deliver the products and services to these customers as promised and intend to do so. To that end, the company has taken or will take the following actions (in addition to those already taken, as outlined above):

1. The remaining principal owner is now directly involved with the orders subject to the complaints submitted to the Attorney General's Office.

North Carolina
Asheville, Charlotte, Durham, Fayetteville, Goldsboro, Greensboro, Greenville, Henderson, New Bern, Raleigh, Roanoke Rapids, Rocky Mount, Sanford, Wilmington, Wilson, Winston-Salem
South Carolina
Greenville

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Tax ID: 56-2046742

2. As of July 18th, 2024, BL confirmed purchase, construction, and/or availability of nine spas manufactured by Vita Spa.

3. BL chartered a truck from Best Logistics to pick up these units and have them shipped directly to its warehouse. Typically, the company relies on the manufacturer for shipping. However, this can take several days since manufacturers use commercial trucking companies that make deliveries to regional hubs. Shipments must be offloaded at the hub and then loaded onto new, smaller trucks for store delivery. Utilizing direct shipping significantly reduces delivery time. The delivery of these nine units is expected to arrive the week of July 22nd, with customer installations to immediately follow. (In fact, the first customer delivery (Lynch-Smith) has already been scheduled for August 2, 2024). The following consumer complaints will be resolved by this shipment:
    a. Grohs CP-24-08519
    b. Reynolds CP-24-10666
    c. Paige CP-24-10924
    d. Delane CP-24-07942
    e. Lynch-Smith CP-24-07680
    f. Vita Spas for four additional customers that have not filed complaints with the Attorney General's office will also be included in this shipment.

4. As noted above, the company is now partnered with a new third-party customer finance company. Previously, customers financed the entire purchase price at the time the product was ordered. Under the new financing company's terms, customers only finance 10% - 20% of the purchase price, with the remainder paid after installation.

5. Old inventory has been liquidated and damaged inventory discovered at the Raleigh and Concord stores was disposed of.

6. BL took out loans in 2023 and again in April 2024. The money from these loans was/is being used to fulfill customer orders and make structured buyout payments to Mr. Scott.
7. The company recently negotiated a forbearance on repayment of these loans. Under the new terms, BL is only required to make payments on interest for nine months, with an option to extend interest-only payments another nine months.

8. Currently, BL is negotiating with Chris Scott's attorney to obtain a forbearance on structured payments due to Mr. Scott for the foreseeable future.

9. Mr. Mosher and BL are examining their legal options against Mr. Scott to determine the best course of action. The company may file a lawsuit seeking release of all outstanding debt to Mr. Scott.

North Carolina
Asheville, Charlotte, Durham, Fayetteville, Goldsboro, Greensboro, Greenville, Henderson, New Bern, Raleigh, Roanoke Rapids, Rocky Mount, Sanford, Wilmington, Wilson, Winston-Salem

South Carolina
Greenville

LAW OFFICES OF
JAMES SCOTT FARRIN

www.farrin.com

555 South Mangum Street, Suite 800
Durham, North Carolina, 27701
(800) 220-7321 (P)
(800) 716-7881 (F)

Tax ID: 56-2046742

10. While the company intends to continue service, maintenance, and warranty on previously purchased hot tubs, BL has discontinued marketing these products. The company will continue to sell hot tubs to customers who inquire, but intends to focus its marketing efforts on swimming pools. The effect this has had on the company is significant – prior to 2024, BL sold approximately 400-600 hot tubs per year. As of July of this year, BL has sold no more than 30 units. At the same time, its pool sales have substantially increased.

11. The pool installation side of the company, entirely managed by Mr. Mosher before and since the buyout, is doing well and BL is cash positive for the first time in several years.

12. BL does not have a firm timeline on when all consumer complaints will be resolved, but the company intends to repeat the process of manufacturer-specific purchasing as noted above. They will confirm all outstanding orders are ready to ship, charter a truck or use the manufacturer for direct shipment where available, and immediately schedule customer installation until all outstanding complaints are resolved.

13. The company will stay in contact with the Attorney General's Office to ensure regular updates are given on customer orders. To that end, BL proposes that they provide monthly updates to the AG's office until all outstanding complaints are resolved.

Very respectfully,



Attorney for Backyard Leisure, LLC

Daniel, Julie

From: Tom Wilmoth <twilmoth@farrin.com>
Sent: Friday, September 20, 2024 2:24 PM
To: Daniel, Julie; Saunders, Stuart; Irving, Jennifer
Subject: RE: Backyard Leisure

Good afternoon,

I'm following up on our prior discussions.

- With regard to resolving all complaints by Thanksgiving, my client said they believe that they will make that deadline without issue.
- With regard to the website, they advised that they have amended the address for their Concord location and already have that phone number forwarded to their Kernersville store. They will also update the address for their Raleigh store (if they haven't already).
- Regarding hot tubs appearing on the website, they are working to find the best way to amend those pages. They intend to keep references to hot tubs on there as they intend to continue maintenance and repair services as well as sell them to anyone inquiring, but have discontinued actively marketing for them outside of what appears on their website. Their hot tub and spa sales have dropped significantly because of this (which was the intent).
- We will provide a monthly update to your office, starting on October 15th.
- Regarding Santiago Rios, I am awaiting the tracking info for the certified check being sent by FedEx. I will provide you that info for reference as soon as I receive it.
- I am still awaiting the names of the consumers for the complaints that will be resolved with the next shipment. If I do not have that information before COB today, I have a call with the client scheduled for Monday and should have it then.
- With regard to Aylward, they would like a full refund per their last contact, and the client is supposed to update me on the status of that on Monday as well.
- With regard to Boezeman, they have filed suit in Wake County. As previously noted, they have been mostly refunded and I'm awaiting confirmation that the last portion of that fee has been returned.

Please let me know if there is anything that I missed. Also, please note that I will contact you again next week with updates after I've had time to meet with my client.

Best Regards,

Tom



Created on: 2024-02-29 21:58:08

NAME

Joe and Stacey A Balog

MAILING ADDRESS

1755 Miller Chapel Rd
Salisbury, NC 28147

EMAIL

[redacted]

COUNTY OF RESIDENCE

Rowan

DAY PHONE NUMBER (INCLUDING AREA CODE)

(704) 960-0377

CELL PHONE NUMBER (INCLUDING AREA CODE)

(704) 562-3938

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure: Hot Tubs and Pools

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

7730 Bruton Smith Blvd
#101
Concord, North Carolina 28027

TELEPHONE NUMBER (INCLUDING AREA CODE)

(704) 979-8550

COMPANY EMAIL

backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Swim spa

DATE OF PURCHASE, SERVICE, CONTRACT

05/23/2021

MANUFACTURER OR BRAND



Hyrdropool

MODEL

19 Sport EX

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

05/23/2021

TOTAL AMOUNT PAID

36913.93

AMOUNT IN DISPUTE

36913.93

HOW WAS PAYMENT MADE?

Credit card

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I purchased a swim spa from this company on 5/23/2021 and the item was paid in full at the time of purchase. To date I have not received the swim spa. At the time of purchase I was informed to expect delivery by Jan 2022- this is on the receipt. Numerous phone calls and revised promise dates have been made throughout the course of the years and still no delivery. I spoke with the store manager (again) in December 2023 and was assured delivery along with a product upgrade would arrive by 1/24/24. I began prepping for the arrival which included pouring a concrete pad. No arrival or call for schedule.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Jordan unknown

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(704) 979-8550

RESULTS

On Feb 28, 2024 I called the store (again) to inquire about the delivery and was informed this store manager no longer worked for the company and they were unaware of the product or delivery date. I asked to speak with the current store manager. This store manager (Jordan) informed me he had "located" the swim spa and now it would be delivered by

3/31/24. At this point I asked how do I get my money refunded. He stated he did not know and provided his supervisor's name (Jeff- works at the Kernesville location) and stated he would send a message that I wanted to speak with him by close of business day (2/28/24 by 6pm)- no phone call was received.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

A full refund. I have researched and read the BBB reviews on this company. I am not the only customer who is going through this same ordeal. This business needs to be investigated.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- Picture-of-concrete-pad.jpg
- CCF_000137.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2024-04-15 21:15:42

NAME

Mr. Jason P Aylward

MAILING ADDRESS

3413 Edgemont Dr
Raleigh, NC 27612

EMAIL

[redacted]

COUNTY OF RESIDENCE

Wake

DAY PHONE NUMBER (INCLUDING AREA CODE)

(919) 247-6099

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure

ADDRESS

3501 Capital Blvd #124
Raleigh, NC 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

PRODUCT, ITEM, OR SERVICE INVOLVED

16' Trainer Ex Swimspa

DATE OF PURCHASE, SERVICE, CONTRACT

06/25/2023

MANUFACTURER OR BRAND

Hydropool

MODEL

16' Trainer Ex

DID YOU SIGN A CONTRACT OR LEASE?

Yes

TOTAL AMOUNT PAID

42900

Created on: 2024-04-15 21:15:42

AMOUNT IN DISPUTE

42900

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I purchased a swim spa from Backyard Leisure on 6/25/2023. We were told that there was a 3-4 month wait. I've followed up regularly since the 3 month date and was consistently given promises of more information but no definitive date. It's now approaching 10 months and since I've seen the ABC11 article that others are experiencing similar issues, I'd like ours to be documented as well.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

Most recently, promises for a callback with more information "in a week or two." That was four weeks ago and he's either not in or they are not answering the phone now.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

The swim spa that was purchased or our money back

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- swimspa.pdf

Created on: 2024-04-15 21:15:42

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2024-07-02 12:50:08

NAME

Mr. Barry Drew Harbinson

MAILING ADDRESS

PO Box 760
CLAYTON, NC 27520

EMAIL

[redacted]

DAY PHONE NUMBER (INCLUDING AREA CODE)

(919) 815-3527

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(919) 815-3527

CELL PHONE NUMBER (INCLUDING AREA CODE)

(919) 815-3527

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard Leisure & Spas

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

3501 Capital Blvd #124
Raleigh, NC 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

aaronbachyardleisure@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Hot Tub

DATE OF PURCHASE, SERVICE, CONTRACT

11/16/2023

MANUFACTURER OR BRAND

Hydrapool

Created on: 2024-07-02 12:50:08

MODEL

6800

ACCOUNT NUMBER

1443

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

11/16/2023

END DATE

02/28/2024

TOTAL AMOUNT PAID

11099.31

AMOUNT IN DISPUTE

11099.31

HOW WAS PAYMENT MADE?

Cash

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

My wife and I went to Backyard Leisure Pool and Spas based on research we had done on hot tubs. Hydrapool (made in Canada) was recommended by physical therapists for joint and muscle ache relief. We found the unit we were looking for. The sales persons (Aaron Garner and sister Elizabeth Garner) went over the details of the purchase. They had a sale running and the price was cut from $15,999.00 to $11.999.00. Included in that price was a hard cover, chemical startup kit, Handi steps, Cover Butler. There was an additional discount of $1,200.00 if we paid cash. We were told that because of the holidays and the "Black Friday" sales specials that delivery would take place in February. At the end of February, when we had heard nothing from Backyard, we called to find out the status of delivery. We were told that the unit would be delivered by the end of March. They would call when it came in so we could arrange to have someone at home when it was delivered. March came and went and there was no contact from Backyard Leisure. So, we called again and spoke to Wes who put us on hold. He told us he had called Kernersville to find out the status. He informed us it would now be sometime in May that a mistake on their part had caused the delay. He assured us they would "make it up to us". Once again May came and went and there was no contact from Backyard Leisure. We called again and spoke with Wes again. He once again put us on hold and called Kernersville. He told us he had spoken to Jeff who had told him they had received a hard delivery date of June 16th. June 16th came and went and still no word from Backyard. This time I spoke to someone at the Kernersville store and informed them that we wanted our money refunded to us in total and that we would refuse delivery if the hot tub came in. We were told that Jeff was the only one that could make that decision. I asked that Jeff return my call. When that did not happen, I wrote Backyard Leisure a letter and mailed it return receipt to Jeff @ Backyard Leisure in Kernersville. They apparently refused to sign for the letter, I'm sure suspecting it was from us. In the letter I told them that they could solve the problem by returning our money in full and

we would walk away. I told them if that didn't happen by June 28th I would be filing a claim with your office, the Better Business of Kernersville. If we still didn't receive payment in full then I would obtain the services of an attorney and would seek additional compensation to cover the cost of doing so. We still have had zero contact initiated by anyone at Backyard Leisure.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

RESULTS

Have had no contact at all with anyone from Backyard Leisure.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Return of our money in full.

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

FILE UPLOAD

- DOCUMENTATION-BACKYARD-LEISURE.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2024-09-04 20:49:27

NAME

Ms. Jasemin Celik

MAILING ADDRESS

825 Van Thomas Drive
Raleigh, NC 27615

EMAIL

[redacted]

COUNTY OF RESIDENCE

Wake

CELL PHONE NUMBER (INCLUDING AREA CODE)

(919) 838-3322

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/locations/raleigh-nc-hot-tub-pool-store-backyard-leisure/

ADDRESS

3501 Capital Blvd
Suite 124
Raleigh, NC 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Hot tub, cover, delivery, steps, startup chemicals

DATE OF PURCHASE, SERVICE, CONTRACT

03/13/2024

MANUFACTURER OR BRAND

Bullfrog Spas

MODEL

A7D Plus

DID YOU SIGN A CONTRACT OR LEASE?

No

TOTAL AMOUNT PAID

18338.73

AMOUNT IN DISPUTE

18338.73

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

On March 13th, 2024, I went to Backyard Leisure to purchase a custom hot tub. After discussing with the salesperson which hot tub I'd be purchasing, a Bullfrog A7D Plus, I was told that special orders had to be paid in full when placing the order and that delivery would take 2 - 4 months. When I attempted to pay by credit card the purchase wouldn't go through and Ryan then pressured me to pay by check the $18,338.73. I signed a Sales Order for my purchase. I even received a call from my bank 45 minutes later that someone was there cashing the check, and whether or not I approved it to be cashed. I approved the transaction and called Ryan for an update a month later when he told me there were no updates. I would call for updates periodically with no changes, until finally, I called Bullfrog directly. They confirmed that my custom order had been received through Backyard Leisure, their third-party salespoint, but that my payment of $18.338.73 that I made to Backyard Leisure had never made it to Bullfrogs headquarters, necessary to start production on my hot tub. I have gone in person to Backyard Leisure to ask what has happened to my money, why wasn't it sent to Bullfrogs, and where my hot tub was and each time I was treated rudely. It has now been 5 months and there's been no resolution at all. I have even asked for my money to be refunded, since it doesn't appear the hot tub is ever coming, but have been refused.

I eventually heard that WRAL had been contacted by other people in the same situation, and have reached out to them as well. I have attempted to contact Consumer Lawyers to no avail. At this point, it is clear that Backyard Leisure is stealing people's money and not delivering the promised hot tubs. This is simply unacceptable. I want a refund for my money, $18, 338 is a lot of money and time that I have worked hard for. Backyard Leisure needs to be held accountable for their actions, as they're stealing from consumers.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan

RESULTS

None, I was repeatedly told there were no updates, and when I confronted Backyard Leisure about Bullfrog receiving the order but never the payment, I was simply disregarded and I was rudely addressed. It felt like I was nothing to them.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

A refund of my $18,338,73.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

FILE UPLOAD

- Sales-Order-31324-Part-1.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Charles Moultrie, Jr.
107 Cookshire Drive
Raeford, NC 28376
[redacted]
(740) 821-5208

October 30, 2024

The Honorable Josh Stein
North Carolina Department of Justice
114 W. Edenton Street
Raleigh, NC 27603

Subject: Formal Complaint Regarding Full Refund of Deposit

Dear Attorney General Josh Stein,

I am a retired Army veteran writing to formally file a complaint regarding the full refund of my deposit from Backyard Leisure. I believe that this issue falls within the jurisdiction of the North Carolina Department of Justice, and I am seeking assistance in addressing this matter.

Details of Complaint:

- **Date of Incident**: April 12, 2024 to present.
- **Parties Involved**: Location (1) Backyard Leisure, 5150 Industrial Park Drive, Kernersville, NC 27284, and location (2) Backyard Leisure, 3501 Capital Blvd., Suite 124, Raleigh, NC 27604, (919) 850-2200.
- **Summary of Issue**: I entered in a contract with Backyard Leisure on April 10, 2024, to install a Radiant 15x29 Grecian swimming pool. On April 12, 2024, I gave Backyard Leisure a deposit in the amount of $20,277.30 to start the project. Backyard Leisure applied to Hoke County Environmental Health Center, Raeford, NC for a permit to start the install of the pool. Hoke County Environmental Health Center denied the permit application because the proposed structure does not meet the setback requirements for the initial and repair septic areas. Upon notification of the permit denial, I requested a refund of my deposit. As of today, Backyard Leisure has not refunded my deposit and continually states they can install the pool if I sign a waiver in lieu of an approved permit from Hoke County Environmental Health Center. I retained Spence, Carter & Reed, P.A. They have sent two demand letters to Backyard Leisure with no success.
- **Impact on Me**: This experience has left me questioning the integrity and reliability of Backyard Leisure. I trusted this company with my purchase, and their refusal or delay in processing the refund has led me to reconsider future transactions, not only with this company but also in similar business dealings. This incident has underscored the importance of consumer rights and fair business practices, which I feel were not upheld in this instance. Failure to receive a refund from Backyard Leisure has resulted in emotional distress, and a significant loss of trust in their services. Additionally, the time, energy, and resources spent in trying to resolve this issue have added unnecessary stress and frustration, impacted my overall financial stability, and eroded my confidence in the company's commitment to customer satisfaction.

Supporting Documentation:
I am attaching copies of relevant documents, including certificate of septic re-inspection, deposit payment receipt, contract/sales order, attorney demand letters, and sent/received emails that provide further evidence to support my complaint.

Desired Outcome:
I respectfully request your office's assistance in the resolve of this matter and the full refund of my deposit per contract/sales order. I believe that your intervention could help prevent similar issues for others in North Carolina.

Thank you for your time and attention to this matter. I look forward to your response and any guidance you can provide on this issue. Please feel free to contact me at (740) 821-5208 or cmoultriejr@outlook.com should you require additional information.

Sincerely,
Charles Moultrie, Jr.

Created on: 2024-11-07 15:38:11

NAME

Mr. Thomas R Stevens

MAILING ADDRESS

36 Woodland Circle
Jackson Springs, NC 27281

EMAIL

[redacted]

COUNTY OF RESIDENCE

Moore

DAY PHONE NUMBER (INCLUDING AREA CODE)

(586) 615-9987

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard Leisure, LLC

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

3612 Spring Forest Rd, Raleigh, NC 27616
3612 Spring Forest Rd
Raleigh, NC 27616

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Hydropool 14AX Aquasport swim spa

DATE OF PURCHASE, SERVICE, CONTRACT

01/24/2024

MANUFACTURER OR BRAND

Hydropool

MODEL

14AX Aquasport

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

01/24/2024

END DATE

10/11/2024

TOTAL AMOUNT PAID

3271.00

AMOUNT IN DISPUTE

3271.00

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

Backyard Leisure purchase January 24, 2024
Tom Stevens and Chris Copeland ordered from Backyard Leisure Raleigh location, a Hydropool 14AX Aquasport Swim spa from David McKinney/sales. Tom Stevens completed purchasing (BL sales order # 1469) and finance paperwork (Service Finance/Florida). Tom wrote check #1033 for deposit amount of 3,271.00. Please note: check incorrectly dated as 2/24/2024. Financing total of $29,193.93 approved through Service Finance acct. # 4546406. BL gave spa delivery date of May 2024.

February 2024
Wiring Solutions/Electrical scheduled/rescheduled several times.
Tom Stevens contacted Wiring Solutions Plus (electrical company recommended and used by BL). Received estimate for standard hot tub wiring in amount of $2,750.00,

February 2024 - Cement sidewalk and spa pad for swim spa installed by MGL Custom Hardscapes.

July and August 2024 – Tom Stevens called Jeff Mitchell, BL Manager several times for status of swim spa. Jeff/BL either would not take calls and/or never returned phone calls.
August 2024 – Chris does research on Better Business Bureau reviews of BL as well as Facebook comments and discovers D rating on BBB website and many BL customers with same issue(s) of no product delivery and/or no refund of $.

Saturday August 24, 2024

Chris sent message to Hydropool manufacturer in Mississauga, ON, Canada via Hydropool website asking for REPUTABLE Hydropool dealer in North Carolina and briefly explained issues with Backyard Leisure/Raleigh. Mentioned lack of service from Backyard Leisure including January order date and May 2024 delivery date.

Monday August 26, 2024
Chris spoke with Tom/Hydropool cell (843-990-6030). Chris explained reason for contacting Hydropool and issues of non-response from Jeff Mitchell, BL Manager. Gave model of Hydropool spa that we had ordered on Wednesday January 24, 2024 listed issues with Backyard Leisure including non-delivery of spa ordered in January 2024 with delivery date of May 2024. Asked Tom/Hydropool for a different Hydropool dealer in North Carolina that could deliver and service to our home address. Tom/Hydropool said he would contact Jeff/Backyard Leisure and have him call my (Chris) cell number. I reiterated that I no longer wanted to conduct business with Backyard Leisure because of the numerous issues we were having and their poor reviews/ratings on the comment section of Backyard Leisure Facebook page as well as BBB rating.
8/26/24 2:06 p.m. Jeff/Backyard Leisure said he had spoken with Tom/Hydropool and that although Backyard Leisure had missed our May 2024 delivery date, that he could place another order for our Hydropool swim spa and have it delivered by October 11, 2024 and if BL did not delivery on/before the October date, BL would issue complete refund of original deposit in amount of 3,271.00. Chris asked for October delivery date and refund promise sent in writing via Chris's google email address. (Email from Jeff Mitchell/BL indicating delivery date and refund promise received same day.)
Jeff/Backyard Leisure asked if Tom Stevens or I would be willing to sign off on financing from Service Finance as if we had already received Hydropool swim spa. When I asked if signing off on a document for goods that he (Jeff) had not received were something that he would do, he said that No, he would not and would have been surprised if Tom/I had agreed to sign financing documents. Jeff/BL stated that it was actually Tom/Hydropool who had suggested that Jeff/BL ask me if we would sign off on loan documentation.

Emails: August 26, 2024 through October 28, 2024
Numerous emails to Jeff Mitchell, BL manager requesting status of order or refund. Last response from Jeff Mitchell, Manager BL was October 24, 2024 stating he had sent refund request to accounting department. Any/all subsequent emails from Chris Copeland requesting information on refund status, accounting department contact, BL owner contact, were not received.

Backyard Leisure Facebook page reviews
Many customer complaints regarding non-receipt of product ordered or refund of money deposited/paid in full beginning July 2021.
It is because of the fact that many customers are not receiving the product(s) they ordered or a refund of money given in good faith that I believe Backyard Leisure, LLC should be investigated.

1. I would like to see a full investigation of the illegal business practices by Backyard Leisure LLC.
2. Return of any/all monies given in good faith by other BL customers who also did not receive product(s) ordered.
3. Any/all BL individual(s) involved in these illegal practices be prosecuted to the fullest extent of the law in NC.
4. Thomas Stevens receive refund of deposit to BL in amount of $3271.00

Form completed by Christina Copeland (810) 247-7851 for Thomas Stevens (586) 615-9987.
36 Woodland Circle
Jackson Springs, NC 27281

Thank you for your attention in this matter.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Jeff Mitchell

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

RESULTS

Both Tom Stevens and Chris Copeland have contacted Jeff Mitchell, Manager of Backyard Leisure on several occasions either by phone or e-mail.
Last email response from Jeff Mitchell/BL (jeffmbyl@gmail.com) was received by Chris Copeland email (cprincess2691@gmail.com) on Thursday October 24, 2024. Any/all subsequent emails to Jeff Mitchell/BL asking for status of deposit refund have gone unanswered by Jeff Mitchell, Backyard Leisure.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Because customers other than myself are also being taken advantage of by Backyard Leisure, in not receiving the product(s) they ordered or a refund of money given in good faith, I believe Backyard Leisure, LLC should be investigated.

1. I would like to see a full investigation of the illegal business practices by Backyard Leisure LLC.
2. Return of any/all monies given in good faith by other BL customers who also did not receive product(s) ordered.
3. Any/all BL individual(s) involved in these illegal practices be prosecuted to the fullest extent of the law in NC.
4. Thomas Stevens receive refund of deposit to BL in amount of $3271.00

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-04-04 15:42:01

NAME

Jodi Moya

MAILING ADDRESS

148 Centennial Ct
Apex, North Carolina 27523

EMAIL

[redacted]

COUNTY OF RESIDENCE

Chatham

DAY PHONE NUMBER (INCLUDING AREA CODE)

(978) 831-0433

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard Leisure

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/promotions/?gad_source=1&gbraid=0AAAADtb1JjaZNhLrj1qOCdLxCv2UvheF&gclid=EAIaIQobChMIt_nMztW-jAMVOVJ_AB0UBQurEAAYASABEgKpkvD_BwE

ADDRESS

3501 Capital Blvd
Suite 124
Raleigh, North Carolina 27523

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

Backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Hot tub

DATE OF PURCHASE, SERVICE, CONTRACT

12/07/2024

MANUFACTURER OR BRAND

Bullfrog

MODEL

A7

DID YOU SIGN A CONTRACT OR LEASE?

No

TOTAL AMOUNT PAID

15779.21

AMOUNT IN DISPUTE

15779.21

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

We ordered a hot tub through Backyard Leisure's Raleigh location on 12/7/24 and paid the 20% deposit required.
On 12/13/24, we received a call from Dave McKinney, Inside Sales Rep., and Ryan Smith, GM, saying when they placed order with Bullfrog spa, they were told our model, the A7, was ready to deliver. Dave said they would receive the tub and store in their warehouse until our deck build was ready for their delivery and install. We were told we had to pay the balance in full before tub would ship. We paid the remaining $12,623.37 over the phone with credit card. This paragraph is important to note because this call to us was a deliberate act to scam us and get the rest of the full payment that day.

On 3/3/25 I called and spoke with Ryan explaining we are ready for delivery and install of tub in 12 days. Ryan said they didn't receive the tub yet and it was expected to be received from Bullfrog by the end of March. I asked Ryan why my tub wasn't there as we had expected it to have been stored in their warehouse since December. He said he didn't know. I reminded him of the payment in full we made on 12/13/24 with the expectation that the tub would be received by Backyard Leisure within the week. Ryan said he didn't remember. I asked Ryan to confirm the delivery date and call me back. He did not.

On 3/29/25, I called again and spoke with Ryan. I asked what the confirmed delivery date is. He said he expected the tub to ship either next week or the week after and put in the order notes that I was ready to receive the tub in 12 days from the 3/3 conversation, but Ryan still had not reached out to Bullfrog to confirm delivery.
I told Ryan at that point I was ready to cancel this order as we believe we were intentionally misled by Ryan and Dave, that our spa order was ready to deliver in December. I asked Ryan to begin the return process and refund our money. Ryan said he would send an email to escalate the matter to Alan Mosher.
The email Ryan sent to Alan didn't include any language regarding the cancellation of our order and refund. I replied via email to Alan and Ryan with my official request to cancel. I have not received a response.
I have filed a dispute with my credit card company for the 12/13/24 payment. I have also filed a complaint with the BBB.
On 4/4/25 I received a call from Robert Shackelford, Regional Sales Manager for Bullfrog Spas. He said Backyard Leisure was not authorized to sell their hot tubs as of August of 2024 and Bullfrog had shut off Backyard Leisure's

ability to place any orders with Bullfrog.
Backyard Leisure is a scam company using Bullfrogs Spas name to steal money from customers. By the time we came in to purchase a hot tub, Backyard leisure had no ability to order the product they had sold us on. It was all an intended deception from Ryan Smith and Dave McKinney to steal from us.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

No refund received as of 4/4/25

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Full refund of stolen funds.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- Chase-purchase-dispute-.pdf
- Backyard-Leisure-Sales-Order-12.7.24.pdf
- BL-deposit-paid-12.7.24.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-06-06 01:01:02

NAME

Ms. Jody Lynne Rodriquez

MAILING ADDRESS

522 Troy Dr
Sanford, NC 27332

EMAIL

[redacted]

COUNTY OF RESIDENCE

Lee

CELL PHONE NUMBER (INCLUDING AREA CODE)

(910) 242-6787

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

Yes

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Back yard leisure

COMPANY'S INTERNET ADDRESS (URL)

Http://Spapoolbilliards.com

ADDRESS

3612 spring forest rd
Raleigh, NC 27616

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

Backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Turn key In ground pool with concrete installation

DATE OF PURCHASE, SERVICE, CONTRACT

09/12/2024

MANUFACTURER OR BRAND

Fiberglass inground pool

DID YOU SIGN A CONTRACT OR LEASE?

Yes

Created on: 2025-06-06 01:01:02

START DATE

09/12/2024

TOTAL AMOUNT PAID

52500

AMOUNT IN DISPUTE

52500

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I responded to a Website or email solicitation

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I am a 60 yo female and 100% disabled veteran. I purchased the pool at back yard leisure in Raleigh NC. I would not have paid in full, but they promised that I would be bumped up on the install list and they would complete my pool by Thanksgiving 2024. I used the majority of my savings bc this was something I really wanted. Thanksgiving came and went. No contact from them. When I contacted them, they said it wouldn't be until January. The gave me a new install date of 29 Jan 2025. Again, no contact from them. When I reached out again, there was one excuse after another. Finally, 12 March the pool was put inground with the promise of 500 sq ft of concrete to be laid in 2-3 weeks. Once the concrete was laid, the pumps would be installed. Well, here it is almost 3 months later and my house foundation and yard are washing away!! I have received one excuse after another. I even heard they had a cash flow issue. No one answers my calls or returns my texts. It has been a nightmare and I am emotionally drained and don't know what else to do. I seriously don't sleep well because of the mess they are putting me through. I have saved all conversations and promises if needed. This has been a total nightmare from the start.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

David McKinney

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

This is backyard leisure phone number. They never answer the phone and when I leave a message, not once have they returned my call. I have left over 20+ messages over the months.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Get the job done ASAP and I think I am owed compensation for all the anguish. I also think they should clean up the mess they have made of my yard. Or, a total refund!

Created on: 2025-06-06 01:01:02

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- IMG_4274.jpeg
- IMG_4366.jpeg
- IMG_4367.jpeg
- IMG_4368.jpeg

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-06-20 19:50:47

NAME

Mr. Moses Reuben Yingling

MAILING ADDRESS

125 Old Corral Ave
Sanford, North Carolina 27332

EMAIL

[redacted]

COUNTY OF RESIDENCE

Harnett

DAY PHONE NUMBER (INCLUDING AREA CODE)

(717) 965-6369

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(717) 965-6369

CELL PHONE NUMBER (INCLUDING AREA CODE)

(717) 855-0212

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

Yes

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure Pools & Spas

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

3612 Spring Forest Rd
Raleigh, North Carolina 27616

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

byinstallation@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

In Ground Fiberglass Swimming Pool

DATE OF PURCHASE, SERVICE, CONTRACT

06/09/2024

MANUFACTURER OR BRAND

Alagas Grand Baron

ACCOUNT NUMBER

1616

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

06/09/2024

END DATE

06/09/2025

TOTAL AMOUNT PAID

104952.18

AMOUNT IN DISPUTE

40000

HOW WAS PAYMENT MADE?

Other

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I telephoned the business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

With the exception of a subcontractor pouring concrete around the pool on May 1, 2025, our project has otherwise been at a stand still since January 2025. We have been waiting for the company to deliver and hook up our pool pump and heater since that time. Despite countless phone calls, emails, text message communication attempts and stopping at the Raleigh location twice and the Kernersville location, we have been lied to about delivery dates 5-6 separate times since then. We either get ignored completely, given fake information to try to buy them more time, or they defer to someone else within the company stating they need to obtain a directive from them and then do not respond back. We always end up making the next contact attempt. Our project has been paid in full since early October. The original sales representative referred us to financing in June 2024, that we later found in October 2024 was the "wrong financing company" for us to have been given for an in ground project with installment payments. They directed us to sign a form stating the project was complete so that the finance company could release all funds. This then paid the company in full for our project as of 10/8/2024. They sent us an email at that time acknowledging the project was not completed and they agreed to complete it as per the contract. In the original contract, we were sold a heater that was stated to be electric and in stock at their store allowing for a discount of $4,921.21. When it came closer to the point of installing the pump and heater, we were informed that this heater is no longer available and it was a gas heater anyway. The options presented at that time were to have them order the same gas heater we were sold without knowing, and it would be our responsibility to have a gas source installed and connected to the heater. The secondary

option was to have them order the electric heater we informed the sales person we wanted, but this would be a price difference of $3,000. We paid the additional $3,000 almost immediately and therefore also losing the discount we were originally given. We were also informed Backyard Leisure would cover the additional costs with the electrician to hook up the heater if we chose this second option. We have been making payments to the finance company since November 7, 2024 reflecting that all funds have been released. We were not to be making payments until the project was completed, but due to this work around we were directed to do by Backyard Leisure, we have been making payments since that time and still do not have a completed project 9 months later. At this time, in addition to the pump and heater being hooked up by their installation team and an electrician, we are also owed a ladder, handrail, 2 foot water wall bar and stone work construction of the water wall feature, a robot vacuum and start up chemicals at minimum. We have informed them we have been battling tadpoles and a frog infestation in the pool due to it's present condition and the delay in their completing the project, but no efforts have been made to assist in this issue or complete the project to resolve this issue. We have simply requested that they finish our project and we have been met with a lack of communication, lack of honesty and excuses. We had an attorney send them a letter on May 27, 2025 requesting a solidified schedule and response to their offices within 15 days, which has not occurred as of this submission.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

We spoke to Ryan around 2:25 PM on 6/20/2025 in which he continues to state he has not heard an update from the installation team. We asked for clarity than the owner Alan makes their schedule and he confirmed this. He says they prefer we receive updates through the email trail so everyone is on the same page and then he sent a very short email to follow up. This has occurred numerous times already with no valid response, just more excuses.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

We want our project to be fully completed in the next 30 days, or to have all remaining items released to us with remaining funds returned not used. This would be for electrician to hook up the equipment which we know was a $5,000 allotment in the contract, as well as the materials and labor to complete the water wall feature (cinder blocks, stone work, etc), and labor charges for installing the remaining equipment and items. We have requested an invoice for the work that has been completed to take to another pool company for comparison. This has been requested in at least 3 recent written requests.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

Yes

NAME OF ATTORNEY

Merritt, Webb, Wilson & Caruso, PLLC

ATTORNEY'S NUMBER, INCLUDING AREA CODE.

(919) 956-5534

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- All-emails.docx
- YINGLING-revised-sales-order.pdf
- Pool-Contract.pdf
- All-Text-Messages.docx

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-06-24 19:42:39

NAME

April Dennis

MAILING ADDRESS

4714 Renee Ford Rd Stanfield NC 28163
4714 Renee Ford Rd, NC 28163

EMAIL

[redacted]

COUNTY OF RESIDENCE

Stanly

CELL PHONE NUMBER (INCLUDING AREA CODE)

(714) 496-1723

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard Leisure

COMPANY'S INTERNET ADDRESS (URL)

Https://Spapoolbilliards.com

ADDRESS

1090 Industrial Park Dr
Kernersville, NC 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

Jeffmbyl@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

17 Trainer FX

DATE OF PURCHASE, SERVICE, CONTRACT

10/15/2023

MANUFACTURER OR BRAND

Bullfrog

DID YOU SIGN A CONTRACT OR LEASE?

No

TOTAL AMOUNT PAID

42349.54

AMOUNT IN DISPUTE

42349.54

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I paid Backyard Leisure $42,349 cash on 10/15/23 for a swim spa that was to be ordered and delivered to my home in approx 9 mos. I provided full payment in person at the Backyard Leusure location in Concord 7730 Bruton Smith Blvd Concord, NC (location is now closed).
I was told they needed full payment to order the swim spa. Since my credit card limit was less than amount needed, I paid cash via check.
I have made several attempts to make contact since 8/2023.
I believe NC DOJ is currently investigating this company with at least 18 other complaints similiar to mine.
My last contact attempt was 6/16/25 via email. On 6/21 /25 I received an email back with an electronic Square refund of $100.00
I am requesting full refund. In addition to cost of the spa, I paid $5,000 for a concrete pad at my home to accomodate the swim spa. I am requesting Backyard Leisure cover that cost as well.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Jeff

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

RESULTS

No Response after leaving vmail
Email sent to Jeff 6/16/25 jeffmbyl@gmail.com. On 6/21/25 I received an email from messenger@messaging.squareup.com for $100.00 receipt.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Full cash payment of $42,349 plus $5,000 for concrete pad I had installed to accomodate spa

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-07-23 18:39:51

NAME

Thomas Aristide

MAILING ADDRESS

1008 Joe Collins Rd
Lillington, NC 27546

EMAIL

[redacted]

COUNTY OF RESIDENCE

Harnett

DAY PHONE NUMBER (INCLUDING AREA CODE)

(610) 762-4670

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(610) 762-4670

CELL PHONE NUMBER (INCLUDING AREA CODE)

(610) 762-4670

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard leisure spa and pool

ADDRESS

1008 Joe Collins Rd
Lillington, NC 27546

TELEPHONE NUMBER (INCLUDING AREA CODE)

(610) 762-4670

PRODUCT, ITEM, OR SERVICE INVOLVED

Swimming pool and installation

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

01/13/2025

END DATE

05/26/2025

Created on: 2025-07-23 18:39:51

TOTAL AMOUNT PAID

51500

AMOUNT IN DISPUTE

18000

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I responded to a Website or email solicitation

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

$51,500 Advance funds were paid for a turnkey pool installation. Contract signed 1/11/25 check cashed 1/13/25. We were under the impression that they had most of the equipment and services in house except the shell. I went to talk to them and see their warehouse house before I signed. The contract called for shell in ground before end of April. It was in the ground by April 16th. The pool was to be completed by 5/2625, The permit process we ended up doing most of it cause they didn't know what they were doing. They would line up delivery of concrete for decking time after time, this day.. that day.. we'd call the concrete person whose name we were given and each time he would say he can't come due to non payment by Backyard. The concrete gentleman did say he did some preparation work for which he hasn't been paid and he may have to put a lien on the property. I don't know if other subs haven't been paid who have done work. Same promised delivery of electrical service this date... that dated when we would call they said they can't come due to non payment by Backyard. Finally I send certified letter and email giving Backyard until 6/23/2025 to complete the project. No response.

The excuses were always the weather, the pool equipment was on back order. Yet when we would call get the equipment there was no inventory issues. It was always that Backyard misappropriated our advance monies .... No payment. We know there are several others out there in the same or similar position as we are. If they misappropriated our 51 500, how much more is out there? Any licensure and ability to operate like this has to be revoked and stopped and restitution arrangements made.

Actually I'd would like to see a criminal prosecution per 14-104 , 105. They really made it seem like they operated in house never mentioning use of all sub contractors

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ross Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 625-7612

RESULTS

Set dead line of 6/23/25 to finish trying to exercise some goodwill. No response. I then sent out letter asking them to provide an accounting and set up payment plan to reimburse use for our having to pay to finish the advance

agreement provisions, at least to what we have paid out . We lined up some of their subs to start work on 6/23/25 and have paid to get our own equipment earlier when we never heard anything about demand date of 6/23/25.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Repay out expenses to complete the advance agreement(contract)we signed that should have paid with our advanced monies. I'd like to see a criminal investigation per above. I believe there a a multitude of of victims out there.
Tried to up load pics. Not sure it they went through. Will mail all.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-07-25 13:02:50

NAME

Mrs. Kari April Peguero

MAILING ADDRESS

195 Clover Rdg
Angier, NC 27501

EMAIL

[redacted]

COUNTY OF RESIDENCE

Harnett

DAY PHONE NUMBER (INCLUDING AREA CODE)

(774) 285-3502

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(774) 285-3502

CELL PHONE NUMBER (INCLUDING AREA CODE)

(774) 285-3502

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard leisure

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

5150 Industrial Park Ct
Kernersville NC,27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

Backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

pool

DATE OF PURCHASE, SERVICE, CONTRACT

05/06/2025

Created on: 2025-07-25 13:02:50

MANUFACTURER OR BRAND

Radiant

MODEL

20x33 freeform

DID YOU SIGN A CONTRACT OR LEASE?

No

TOTAL AMOUNT PAID

19799.55

AMOUNT IN DISPUTE

19799.55

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I responded to a Website or email solicitation

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

We were told by this company that we MUST pay in full for the pool on May 15, 2025 before anything could even be scheduled. The company stated in writing the pool would be installed on June 24-28. We took time off from work to be home for the install and we received no call and no show. I contacted the company via email and they stated July 8 would be the new install date. July 8th we again took off work and received no call and no show. We at this time began to dig into what the cause for this might be since it is not professional at all to not let a customer know when he or she has been rescheduled. I was horrified to learn that the pattern of this business is :

1. to state full payment must be made up front.
2. Offer financing for the amount t you cannot afford.
3. Decide if it's worth their while to install your pool. (If the amount paid is large enough they profit more by not installing and if you complain they give arbitrary dates, if you ask for a refund they tell you they have a no refund policy. If your initial cash deposit was not large enough they will install a faulty shoddy pool and collect their money from the finance company)

A simple search of the internet in our area will show the faulty pools that have been installed and the many many people who have been affected by this practice. The Raleigh office has just closed but the main office remains open. The company's sales order states no refunds but in this case no services have ever been rendered and I am afraid of the pool they will install now that I have complained to them and to you.

While emailing with the company it was stated in writing that I should expect 30 days for my full refund. When I called though, the man I spoke to said the employee who promised the refund has no authority, he laughed at me and said they never give refunds.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

Created on: 2025-07-25 13:02:50

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan

RESULTS

I contacted him through email and was promised a refund in 30 days.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

I would like a full refund because no pool was ever delivered, no services were ever rendered and $19,799.55 is a lot of money. We never dreamed we would be part of such a scam. We thought we were doing the right thing by avoiding high interest rates on a loan, but in this case it was the wrong company to trust. Thousands of customers can speak to pools falling apart and I have five children whom I will not put into danger by allowing this company to install a pool that could collapse and hurt them.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- IMG_0082.png
- IMG_0085.png
- IMG_0083.png
- IMG_0081.png

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-08-08 15:38:51

NAME

Dr. Stephen Paul Scheibner Sr.

MAILING ADDRESS

2364
North Topsail Beach, NC 28460

EMAIL

[redacted]

DAY PHONE NUMBER (INCLUDING AREA CODE)

(207) 607-9604

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(207) 607-9604

CELL PHONE NUMBER (INCLUDING AREA CODE)

(207) 607-9604

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure LLC

ADDRESS

South Dawson St. and West South St.
Raleigh, NC 27601

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

COMPANY EMAIL

backyardleisurechemicals@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Inground Pool

DATE OF PURCHASE, SERVICE, CONTRACT

05/08/2024

MANUFACTURER OR BRAND

Fiberglass shell

MODEL

Junebug

Created on: 2025-08-08 15:38:51

ACCOUNT NUMBER

1

SERIAL NUMBER

1

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

05/08/2024

END DATE

05/08/2025

TOTAL AMOUNT PAID

67244.73

AMOUNT IN DISPUTE

25115.26

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I paid in full for an inground pool from Backyard Leisure of Raleigh. I received only the shell and some pool equipment. The company began to give me nothing but excuses for not completing the installation. Eventually they ghosted me all together. I have spoken with at least two other consumers who had a similar experience with this company. I eventually hired outside contractors to finish the pool. Total for the finishing of the pool is $25,115.26. I called, emailed, and visited the store until I felt unsafe entering the establishment due to threats by the staff.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ryan Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

RESULTS

He ghosted me. Once he knew it was me on the phone he would put me on hold and never return to the call. Several times he just hung up on me. I visited the store several times. I was threatened the last time I went in and I have not returned since.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Pre turn of my last payment for $30,260.11. This would cover my additional expenses to complete the work Backyard Leisure did not do and cover my time.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

Yes

NAME OF ATTORNEY

Baleigh Scheibner-Crino

ATTORNEY'S NUMBER, INCLUDING AREA CODE.

(207) 213-9244

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-08-08 21:52:23

NAME

Mr. Chris &Cynthia Marie Ellis Mr

MAILING ADDRESS

23 Suhani Ln
Clayton, North Carolina 27520

EMAIL

[redacted]

COUNTY OF RESIDENCE

Johnston

DAY PHONE NUMBER (INCLUDING AREA CODE)

(203) 808-0952

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(203) 808-0952

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure LLC

ADDRESS

3501 Capital Blvd
Raleigh, North Carolina 27604

TELEPHONE NUMBER (INCLUDING AREA CODE)

(919) 850-2200

PRODUCT, ITEM, OR SERVICE INVOLVED

Inground Pool

DATE OF PURCHASE, SERVICE, CONTRACT

09/06/2024

MANUFACTURER OR BRAND

Palmetto 14/37

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

01/14/2025

AMOUNT IN DISPUTE

7332500

HOW WAS PAYMENT MADE?

Other

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

My Husband and I went to Backyard Leisure to give them the 1st payment which was 18,331.25 they were supposed to start upon 1st payment which was given to them on 9/23/24 and then on 11/13/24 we gave 2nd payment 18,331.25! They still didn't start the pool until 1/14/25 . They started Digging and then we gave them the 3rd payment 32,996.25 on 1/3025 and that's when the Fiberglass Shell was placed in the ground. As of Feb we have been calling Ross Smith and Alan Mosher. I have been in Contact with Alberto who was the main guy for the Pool by phone and Text. We have been in contact with the Electrician and the Concrete guy. Chris and I have been up to Backyard Leisure in Raleigh at least 20 times speaking with Dave and
Mgr Ryan and all they kept telling us to call Ross and In the meantime mgr Ryan told us that he will call Alan and Ross. The pool has been in since Feb 2024 with water in looking nasty.From Feb up until now still calling and no answer from anyone.Finally speaking with the Electrician she told us that they have money problems and they will not do the Electrician until they get paid same with the Concrete guys.As of today Our pool is still not Complete . We have a fence around our pool but the Gate is not on because they have to put the Filter on which is done by the Electrician and I am worried because the Pool is full of water and we have a small orange gate and we put the sign that says keep out. Hoping and Praying that no little kids or Adults jump in and Drown.This is we are right now and pool is still not Completed.I am very Frustrated with this and need to be Compensated for all we been through and still going through it. Thank you

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ross Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 625-7612

RESULTS

No Results as of yet

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

Refund our Money and Complete the Concrete and the Electrical

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

Created on: 2025-08-08 21:52:23

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-08-11 16:45:45

NAME

Mrs. Sherri Couch

MAILING ADDRESS

6650 Sherrills Ford Rd
Salisbury, NC 28147

EMAIL

[redacted]

COUNTY OF RESIDENCE

Rowan

DAY PHONE NUMBER (INCLUDING AREA CODE)

(360) 281-1581

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(360) 281-1581

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/contact-us/

ADDRESS

5150 industrial pk ct
Kernersville, NC

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

Backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Pool

DATE OF PURCHASE, SERVICE, CONTRACT

07/03/2025

MANUFACTURER OR BRAND

Radiant

Created on: 2025-08-11 16:45:45

MODEL

Freeform

DID YOU SIGN A CONTRACT OR LEASE?

Yes

TOTAL AMOUNT PAID

33129.15

AMOUNT IN DISPUTE

33129.15

HOW WAS PAYMENT MADE?

Wire Transfer

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I telephoned the business

WHERE DID THE TRANSACTION TAKE PLACE?

Over the phone

DETAILS

I did a wire transfer of a little over $33,000 and the wire transfer went through on June 4 of 2025 with a promise of an installation date of the pool on June 25, 2025 on June 21. I was informed by the company That I was being moved to July 3 fourth and fifth for installation because of the weather. No one called on July 3 fourth or fifth. No one showed up on July 3 fourth or fifth. I have over 600 phone calls that do not go answered emails text messages that do not get a return phone call. I called again on July 17. Someone answered the phone and was shocked that I was asking when they were coming to install my pool because their records indicated that my pool is installed July 15 16th and they would be by only the 17th to do the cleanup and it was 4:30 in the afternoon and of course no one was there. I have been made so many promises. I called again on July 29 to find out that there was a checkmark beside my name saying my job was complete. The company came out last Friday and put up the walls for my pool pretended to be something wrong with it because they had just received a phone call from the store saying they need to go to Lexington North Carolina so they need an excuse to get off of my job site once again This morning I get a phone call from a new player in the game telling me that the next step is mine, and I have to call my electrician and I explain I cannot call my electrician because the walls aren't finished and he pretended to be shocked when he found out my walls were not finished and said give me a half hour. I'll call you back That was 4 1/2 hours ago. I am over done with all the lies.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Alan Mosher

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 688-8408

RESULTS

Along with 100 of text messages and phone calls made prior to the ones today there was no response I have quite a few phone numbers for people who work there back office line numbers, their Accountant phone number and I have made numerous attempts at all of those numbers and my calls go unanswered.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

I would consider it fair if they come and complete my job if they do not wish to complete my job then they can give me all of my money back so I can hire a company that will do the entire job

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

FILE UPLOAD

- IMG_3939.png
- IMG_3940.png
- IMG_3941.png
- IMG_3942.png

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-08-15 02:29:23

NAME

Janet Ann Anderton

MAILING ADDRESS

7170 Cleveland Rd, Clayton, NC, 27520
Clayton, North Carolina 27587

EMAIL

[redacted]

DAY PHONE NUMBER (INCLUDING AREA CODE)

(586) 214-4000

CELL PHONE NUMBER (INCLUDING AREA CODE)

(586) 214-4000

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

BackYard Leisure

COMPANY'S INTERNET ADDRESS (URL)

http://spapoolbilliards.com

ADDRESS

5150 Industrial Park Ct
Kernersville, NC 336-273-9997

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

backyardleisurespas@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Hybrid Pool with installation and 500 sq ft concrete

DATE OF PURCHASE, SERVICE, CONTRACT

02/22/2025

MANUFACTURER OR BRAND

Radiant

MODEL

Radiant 15 X 29 Grecian Pool

DID YOU SIGN A CONTRACT OR LEASE?

No

TOTAL AMOUNT PAID

46703.84

AMOUNT IN DISPUTE

6000.00

HOW WAS PAYMENT MADE?

Finance agreement

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I responded to printed advertisement

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

I purchased a pool in February 2025. The pool was installed the week of April 21. (The light was never installed in pool) I was told at the time of purchase, the ground would need to settle for three weeks before the concrete could be poured. It is now August and the concrete has not been poured. Backyard Leisure contracts Super Concrete to form and pour concrete. A gentleman named Eddie from Super Concrete has been to my house to form for the concrete I have not heard from anyone since. The Raleigh location has since closed. I have made numerous calls to the Raleigh location and Ryan keeps and he will call me back, which he never does. I have sent texts to the salesman David and no reply from him. I have also made numerous calls to the Kernersville location and spoke with Cindy, Jay and Ross all stating they did not know what the delay was. I have left the owner Alan multiple messages and again no reply. I am requesting a refund on the money I paid for the concrete so I can get the project completed. Eddie from Super contract told me a month ago that he was ready to pour the concrete, he is waiting for the green light from Alan. Eddie will not pour the concrete until he gets paid from Backyard Leisure. Alan will not approve the job to be finished, even though he was paid in full in April 2025. I am unable to attach pictures or sales receipt to this site, For some reason it keeps failing.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Ross Smith

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(919) 625-7612

RESULTS

Ryan stated he was not working on my project, he stated he would talk to the owner Alan and have him call me. No return call from anyone.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

I would like a refund of $6000.00 so I can hire a contractor to finish the job. I would like my light installed in the pool. I would also like them to remove all the dirt they left in my yard and grade it back to what it looked like when they started.
I would prefer to get my own contractor, sense Backyard Leisure can not be trusted to complete the project or communicate with me.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-08-20 00:49:22

NAME

Mrs. Angel Figueroa

MAILING ADDRESS

416 Mayview Dr
Creedmoor, NC 27522

EMAIL

[redacted]

COUNTY OF RESIDENCE

Granville

DAY PHONE NUMBER (INCLUDING AREA CODE)

(343) 479-9864

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard leisure

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/promotions/

ADDRESS

5150 Industrial Park Ct
Kernersville, NC 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

bylinstallation@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

radiant pool

DATE OF PURCHASE, SERVICE, CONTRACT

02/21/2025

MANUFACTURER OR BRAND

Radiant

MODEL

kidney shaped

Created on: 2025-08-20 00:49:22

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

05/11/2025

TOTAL AMOUNT PAID

36000

HOW WAS PAYMENT MADE?

Debit card

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I telephoned the business

WHERE DID THE TRANSACTION TAKE PLACE?

Over the phone

DETAILS

I paid $36k to backyard leisure for a semi-inground radiant pool. $34k for the pool and $2k for permits and fees. They promised an install date of 5/11/2025. They advised there were shipment delays and came to my home 6/3/25 and dug a 30x15 hole. They did not return to my home. The owner (Alan Mosher) stopped answering my phone calls, texts and emails. This August someone came to the home to fill the hole with dirt. Still no answer from Alan or any associate regarding my refund. ABC11 Diane Wilson became involved. She did not get an answer about my refund and is doing a story on this company. She advised me to file this complaint

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Alan Mosher

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(333) 365-0155

RESULTS

Alan refused to answer any calls, texts or emails since June 15th.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

full refund plus damages to my yard

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Created on: 2025-08-20 00:49:22

FILE UPLOAD

- Screenshot_20250819_204803_Gallery.jpg
- Screenshot_20250715_084057.jpg

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-09-03 23:38:37

NAME

Mrs. Patricia Paino

MAILING ADDRESS

108 Doby Creek Court
Fort Mill, South Carolina 29715

EMAIL

[redacted]

DAY PHONE NUMBER (INCLUDING AREA CODE)

(516) 640-1541

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(516) 640-1541

CELL PHONE NUMBER (INCLUDING AREA CODE)

(516) 640-1541

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure: Pools and Hot Tubs

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

5150 Industrial Pk Ct
Kernersville, North carolina 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

bylgsb@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Inground Pool

DATE OF PURCHASE, SERVICE, CONTRACT

06/06/2025

MANUFACTURER OR BRAND

Radiant

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

07/14/2025

TOTAL AMOUNT PAID

22000

AMOUNT IN DISPUTE

22000

HOW WAS PAYMENT MADE?

Credit card

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I telephoned the business

WHERE DID THE TRANSACTION TAKE PLACE?

Over the phone

DETAILS

Background
- Deposit & Contract: A $22,000 deposit was paid to BYL's Raleigh branch for the purchase and installation of a swimming pool for residence at 108 Doby Creek Court, Fort Mill, SC 29715.
- Branch Closure: The Raleigh branch has since closed without notice, despite our substantial financial stake.
- Non-Performance: BYL has failed to provide the required documentation necessary to obtain a permit (electrical schematic, plumbing layout, drainage plan, etc.), performed no work, and delivered no product.

Breach of Contract & Bad Faith
- No reasonable or good faith effort has been made to advance this project.
- Repeated attempts to communicate have been met with silence or deflection. BYL implemented an automated call system, and multiple voicemails and emails remain unanswered.
- When contact was made, employees admitted that refund documentation had been forwarded internally, but no refund has ever been processed.

Evidence of Deceptive Practices
- BYL falsely claimed that they were waiting on customer to provide permit, despite unresolved emails from customer to BYL requesting technical data required by municipality that only BYL could provide.
- Communications show a pattern of stalling and misrepresentation, further reinforcing concerns of fraud and deceptive business practices.

Timeline of Key Correspondence
- June 2025 – $22,000 deposit paid.
- June - July 2025 - repeated attempts by consumer to obtain required documentation for permit approval with local municipality
- August 19, 2025 – Initial demand for refund issued.
- August 21, 2025 – BYL responded with inaccurate statements; we issued a formal rebuttal and renewed demand.

- August 23, 2025 – Follow-up demand citing fraudulent practices.
- September 2, 2025 – Second formal demand letter sent; no response received.
- September 3, 2025 – Continued lack of communication despite repeated calls and emails.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

RESULTS

I have only been able to speak to 1 person to date, on 8/15/25, an associate named Jay who said my request for refund would be given to accountant Cindy. I have not received any returned calls from any Backyard Leisure representative. I have sent numerous emails (included in the the documentation attached)

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

There is no resolution, or reasonable communication to date. I am looking for a full refund as I cannot allow a company that operates in such a manner to provide substantial and structural work on my property. They have provided no service or product.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

FILE UPLOAD

- Attempts-to-obtain-documentation-for-permits.pdf
- Gmail-Legal-Demand-for-Refund---Breach-of-Contract-_-22000-Deposit_-As-of-2025.0903.pdf

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-09-16 17:42:58

NAME

Mr. Fred F Manget

MAILING ADDRESS

905 Arbordale Ave.
High Point, North Carolina 27262

EMAIL

[redacted]

COUNTY OF RESIDENCE

Guilford

DAY PHONE NUMBER (INCLUDING AREA CODE)

(703) 430-6302

CELL PHONE NUMBER (INCLUDING AREA CODE)

(571) 235-0963

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

Yes

ARE YOU OVER THE AGE OF 65?

Yes

FULL NAME OF COMPANY

Backyard Leisure Pools and Spas

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com

ADDRESS

5150 Industrial Park Court
Kernersville, North Carolina 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

bylinstallation@gmail.com

PRODUCT, ITEM, OR SERVICE INVOLVED

Small plunge pool installation

DATE OF PURCHASE, SERVICE, CONTRACT

08/24/2024

ACCOUNT NUMBER

1643

Created on: 2025-09-16 17:42:58

DID YOU SIGN A CONTRACT OR LEASE?

Yes

START DATE

08/24/2024

END DATE

08/26/2025

TOTAL AMOUNT PAID

80462.93

AMOUNT IN DISPUTE

5300

HOW WAS PAYMENT MADE?

Check

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At my home

DETAILS

Backyard Leisure instlled a small pool at our home and were paid $15,000 for an automatic pool cover. They subcontracted that to Covermatic, a pool cover company. Covermatic has informed us that Backyard Leisure owes them a balance of $5300 for that work and they have filed a mechanic's lien against our home, after unsuccessfully trying for several months to contact Backyard Leisure and its owner, Alan Mosher. We contacted Mosher and asked him to resolve payment of Covermatic to remove the lien. He sent a response e-mail on 3 September and stated: "We are settling out the remaining bills on your job this week. We will get it taken care of." Payment of the balance due to Covermatic has not been made, and he has not responded to our subsequent requests for Backyard Leisure to pay the balance to Covermatic.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Alan Mosher

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 688-8408

RESULTS

None, except the statement quoted above that promised a quick resolution (which has not happened).

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

PAYMENT OF FUNDS OWED TO THE SUBCONTRACTOR! We do not want to be in the middle of any payment dispute between Backyard Leisure and an unpaid subcontractor. We have fully paid Backyard Leisure for the pool installation and are satisfied with the pool's construction and operation. We can provide copies of our contract with Backyard Leisure if needed, but that is not an issue. The contact information of their subcontractor Covermatic is: jen@covermatic.com (Jennifer, a co-owner), telephone (919)798-5999.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

No

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-10-05 04:10:32

NAME

Nolen Thomas

MAILING ADDRESS

404 Lagerfield Court
Kernersville, North Carolina 27284

EMAIL

[redacted]

COUNTY OF RESIDENCE

Forsyth

DAY PHONE NUMBER (INCLUDING AREA CODE)

(336) 337-1221

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(336) 337-1221

CELL PHONE NUMBER (INCLUDING AREA CODE)

(336) 337-1221

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure Pools & Spas

COMPANY'S INTERNET ADDRESS (URL)

https://spapoolbilliards.com/

ADDRESS

5150 Industrial Park Ct. Kernersville NC, 27284
Kernersville, North Carolina 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

PRODUCT, ITEM, OR SERVICE INVOLVED

Inground Fiberglass Pool

DATE OF PURCHASE, SERVICE, CONTRACT

07/01/2024

MANUFACTURER OR BRAND

Alaglas

Created on: 2025-10-05 04:10:32

MODEL

Palmetto

DID YOU SIGN A CONTRACT OR LEASE?

Yes

TOTAL AMOUNT PAID

93302.93

HOW WAS PAYMENT MADE?

Other

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

My wife and I entered into a contract with Backyard Leisure (BYL) on 07/05/2025 and purchased a fiberglass pool to be installed in the early months of 2025. The total cost was $93,302.93. We paid $2,500 on 06/29/2024, $20,825.73 on 07/05/2024, and $22,325.73 on 11/23/2024. The remaining balance was financed after the pool shell was delivered.

BYL showed up to our property on the last week of March of 2025 and started the construction. The first week they dug the pit. Upon doing so, they removed key components to our underground drainage system in our yard. I expressed my concern with this and they said "they will fix it at the tail end of the project." This plays a key role and will get to that momentarily. The pool shell was delivered and I was instructed to sign a release form so that the finance company releases the remaining funds to BYL. BYL filled the pool shell with water backfilled around the pool with gravel up to the shallow end that has a tanning ledge. They said the next steps were to pump spray foam under the tanning ledge. As a structural engineer, I expressed concern with the use of spray foam under a tanning ledge but they said they do it all the time. The spray foam was installed and the next steps were to install concrete and electrical. Weeks went by and no more work has occurred. Then on 05/21/2025, we were hit with a torrential downpour. Since BYL tore out our yard drainage system, large amounts of water got around the pool shell and uplifted the pool out of the ground. BYL came out the next day and pumped out the pool and the pit and we all observed two moderate fractures in the pool shell. BYL contacted the pool manufacturer to get on their schedule to fix the cracks in the pool shell. They also connected us with a drainage "professional" to fix our water retention issues. The drainage guy charged us $20,000 to install a new system to effectively drain our yard. My wife and I were shocked that we had to pay this because BYL was the ones to ripped out our existing system without any foresight as to what could happen. We finally got the fractures in the pool shell fixed on 07/01/2025 by the pool manufacturer and thought we could finally get this project completed by the end of the swimming season. It is now 10/04/2025 and all we have is a pool shell in the ground filled full with water that collects large amounts of algae and numerous frogs. The remaining portions are the concrete decking and the electrical work. I spoke with the concrete contractor today and he conveyed to me, in confidence, that BYL has not paid them for their services for our job (they were supposed to already pay 50% of the fee) and are also delinquent in three other jobs. I have spoke with other BYL clients that are going through the same ordeal and they told me it would be best to start by filing a complaint with the NC DOJ. If you have any questions or need additional information, please do not hesitate to contact me. I don't know where else to go and just want this project completed. Thank you for your time and attention in this matter.

Created on: 2025-10-05 04:10:32

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Alan Mosher

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 688-8408

RESULTS

I keep getting the run-around from BYL and am not seeing an end in sight to this months long project.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

To finish the project that we hired BYL to do.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

No

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.

Created on: 2025-10-02 19:56:08

NAME

Mr. Richard Allen Daughety

MAILING ADDRESS

340 Walker Blvd
Thomasvile, NC 27360

EMAIL

[redacted]

COUNTY OF RESIDENCE

Davidson

DAY PHONE NUMBER (INCLUDING AREA CODE)

(336) 870-6112

EVENING PHONE NUMBER (INCLUDING AREA CODE)

(336) 870-6112

I AM A MILITARY SERVICE MEMBER OR MILITARY SPOUSE.

No

ARE YOU OVER THE AGE OF 65?

No

FULL NAME OF COMPANY

Backyard Leisure Pools and Hot Tubs

ADDRESS

5150 Industrial Ok CT
Kernersville, NC 27284

TELEPHONE NUMBER (INCLUDING AREA CODE)

(336) 273-9997

COMPANY EMAIL

backyardleisurespa@gmail.com

DATE OF PURCHASE, SERVICE, CONTRACT

07/25/2025

MANUFACTURER OR BRAND

St Martin

DID YOU SIGN A CONTRACT OR LEASE?

Yes

TOTAL AMOUNT PAID

12800.00

AMOUNT IN DISPUTE

12800.00

HOW WAS PAYMENT MADE?

Finance agreement

DID YOU BUY AN EXTENDED SERVICE CONTRACT?

No

HOW WAS INITIAL CONTACT MADE BETWEEN YOU AND THE ENTITY YOU ARE FILING THIS COMPLAINT AGAINST?

I went to the company's place of business

WHERE DID THE TRANSACTION TAKE PLACE?

At the company's place of business

DETAILS

The pool was put in the first friday in august. They told me then that the iodnizer was on back order and it would be in the following week... Its October and still no part. Also. I have sand leaking into the pool. Allen told me its came from the sky. I had some else look at it and they said when they poured the sand in the filter they did it ttoo fast and most likely broke thee plastic fingers inside there. Still no one has shown up. Also. Qent out one morning to check the pool and pump was smoking. I did everything they told me to do and in the even though the water line was in range of where it should be, in add water to it and it seemed to run ok. I told Allen i disnt know how long that might the pump had been doing that, and he said its under warranty and they would bring one out. Yet to,see them.

HAVE YOU CONTACTED THE COMPANY WITH YOUR COMPLAINT?

Yes

NAME OF PERSON MOST RECENTLY CONTACTED.

Allen N/A

HIS/HER PHONE NUMBER (INCLUDING AREA CODE)

(336) 668-8408

RESULTS

There has been nothing done. The last time i called and asked for them manager which is RJ, I was put on hold for 55 mins. They came back.

WHAT RESOLUTION WOULD YOU CONSIDER FAIR?

For them to give me all,my,money back and they can come and get the pool. I,done want it. The biggest reason is, if they would fix everything to my satisfaction. If something else would break, it would be the same thing all over again.

DO YOU HAVE AN ATTORNEY IN THIS CASE?

Yes

NAME OF ATTORNEY

Nick Presentato

ATTORNEY'S NUMBER, INCLUDING AREA CODE.

(336) 249-2101

HAS YOUR COMPLAINT BEEN HEARD OR IS IT SCHEDULED TO BE HEARD IN COURT?

No

WILL YOU BE SUBMITTING DOCUMENTATION BY MAIL OR FAX?:

Yes

Important Information

CONSENT

✔ This information I have provided is true and accurate to the best of my knowledge.