SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF DUTCHESS

----------X

[redacted]

Plaintiff,

- against -

FACTORY SPAS DIRECT, LLC,

Defendant.

----------X

Index No.:

Date Filed: 9/15/2026

SUMMONS

TO THE ABOVE-NAMED DEFENDANT:

FACTORY SPAS DIRECT, LLC

874 VIOLET AVENUE, HYDE PARK, NY 12538

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York).

In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dutchess County is designated as the venue for this action based on the location where the cause of action arose and the business location of the parties.

Dated: 9/15/2026

Poughkeepsie, New York

[redacted]

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF DUTCHESS

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[redacted]

Plaintiff,

- against -

FACTORY SPAS DIRECT, LLC,

Defendant.

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Index No.:

VERIFIED COMPLAINT

Plaintiff, [redacted] complaining of the Defendant, Factory Spas Direct, LLC, respectfully alleges as follows:

PARTIES & VENUE

1. Plaintiff [redacted] s an individual residing in the County of Dutchess, State of New York.
2. Upon information and belief, Defendant Factory Spas Direct, LLC is a domestic limited liability company organized and existing under the laws of the State of New York, with its principal place of business located in New York.
3. Venue is proper in Dutchess County pursuant to CPLR § 503 as a substantial part of the events, omissions, and transactions giving rise to this claim occurred within Dutchess County, and Defendant conducts business within this County.

FACTUAL ALLEGATIONS 4. On or about April 28, 2026, Plaintiff entered into a binding contract with Defendant for the purchase, delivery, and professional installation of a swim spa unit, along with a salt system and specific accompanying automated electronic cover lift system. 5. Plaintiff fully paid Defendant for the swim spa unit, the salt system, the electronic cover lift, and a comprehensive delivery fee which explicitly included crane delivery services. 6. Upon delivery, Defendant failed to deliver the contracted electronic cover lift system. 7. Furthermore, despite Plaintiff having already prepaid Defendant for the crane delivery service, Defendant insisted on the day of delivery that Plaintiff pay the third-party crane company directly out of pocket. 8. Defendant has failed and refused to refund or credit Plaintiff for the double-charged crane delivery cost. 9. Immediately following initial delivery, the swim spa unit suffered severe electrical malfunctions. 10. Subsequent to initial delivery, Defendant installed a salt system on the unit yet failed and refused to provide Plaintiff with any product specifications, operating manuals, or warranty documentation. 11. When the salt system subsequently failed and blew out while still under warranty, Defendant wrongfully demanded that Plaintiff reimburse Defendant for the

replacement component. 12. Without Plaintiff's authorization, consent, or knowledge, Defendant later installed an unapproved, un-ordered manual cover and lift system. 13. To install this unauthorized lift system, Defendant intentionally drilled holes directly into the side of the spa shell, causing permanent structural and aesthetic damage to the unit. 14. The unauthorized cover lift installed by Defendant immediately began to rust, resulting in severe rust staining and permanent property damage to Plaintiff's patio surface. 15. Defendant wrongfully charged Plaintiff for the cost of the unauthorized cover lift as well as the unauthorized labor associated with its installation. 16. Following the disputes concerning the defective hot tub, unauthorized property damage, and unfulfilled contract terms, Plaintiff left a truthful negative public review regarding Defendant's business practices on Google. 17. In retaliation and in public view of current and prospective customers, the owner and operator of Factory Spas Direct, LLC posted a malicious and defamatory public response to Plaintiff's review. 18. In this public statement, the owner publicly insinuated and accused Plaintiff of engaging in an inappropriate affair with an underage family member, stating: *"I know your life has been tough. The rumors surrounding the alleged inappropriate affair with your wife's under age family member has got to be what makes you be such a miserable person. Hopefully it is just a rumor, but only you know the truth."* 19. This statement is entirely false, highly offensive, malicious, and explicitly designed to impute severe moral turpitude and disgraceful conduct, causing immense damage to Plaintiff's personal and professional reputation and severe emotional distress.

AS AND FOR A FIRST CAUSE OF ACTION

(Breach of Contract) 20. Plaintiff repeats and realleges paragraphs 1 through 19 as if fully set forth herein. 21. Plaintiff and Defendant entered into a valid, binding contract for the purchase, proper delivery, and complete setup of a functional spa unit and an electronic cover lift system. 22. Plaintiff fully performed all conditions and duties required under the contract by tendering full payment. 23. Defendant materially breached the contract by delivering defective goods, failing to provide the electronic cover lift, double-charging for crane delivery, drilling unauthorized holes into the spa, and refusing to honor warranty terms. 24. As a direct and proximate result of Defendant's breach, Plaintiff has suffered financial damages in an amount to be determined at trial, but believed to exceed the jurisdictional limits of lower courts. .

AS AND FOR A SECOND CAUSE OF ACTION

(Breach of Express and Implied Warranties) 25. Plaintiff repeats and realleges paragraphs 1 through 24 as if fully set forth herein. 26. Defendant impliedly and expressly warranted that the spa unit and associated components were merchantable, free of defects, fit for their ordinary and intended purpose, and backed by applicable manufacturer and component warranties. 27. Defendant breached these warranties by delivering a unit with immediate electrical failures, withholding all salt system warranty documentation, supplying a defective salt system, and attempting to charge Plaintiff for warranty-covered replacements.

AS AND FOR A THIRD CAUSE OF ACTION

(Unjust Enrichment) 28. Plaintiff repeats and realleges paragraphs 1 through 27 as if fully set forth herein. 29. Defendant received payments for crane delivery and charges for unauthorized goods and labor that Defendant was not legally entitled to demand or retain. 30. Defendant was enriched at Plaintiff's direct

expense, and equity and good conscience require that Defendant make full restitution to Plaintiff for these unauthorized and double-charged amounts.

AS AND FOR A FOURTH CAUSE OF ACTION

(Property Damage / Negligence & Trespass to Chattels) 31. Plaintiff repeats and realleges paragraphs 1 through 30 as if fully set forth herein. 32. Defendant owed a legal duty of care to perform all delivery, installation, and modification work on Plaintiff's property in a professional, workmanlike manner and strictly within the scope of authorized consent. 33. Defendant breached this duty of care by negligently and without permission drilling holes into the spa shell and installing sub-standard, rusting equipment that leaked onto Plaintiff's property. 34. As a direct result of Defendant's negligence and unauthorized acts, Plaintiff suffered permanent physical property damage to the spa unit and physical damage to the patio surface.

AS AND FOR A FIFTH CAUSE OF ACTION

(Defamation / Libel Per Se and Intentional Infliction of Emotional Distress) 35. Plaintiff repeats and realleges paragraphs 1 through 34 as if fully set forth herein. 36. Defendant, through its owner and principal operator acting in an individual and managerial capacity, published a false and defamatory statement of fact concerning Plaintiff on a public internet forum (Google Reviews). 37. The published statement falsely accused and insinuated that Plaintiff engaged in an inappropriate and illicit sexual relationship with an underage family member. 38. Because these false statements impute serious sexual misconduct and moral turpitude, they constitute libel per se under New York law, causing presumed injury to Plaintiff's reputation, standing in the community, and character. 39. Furthermore, Defendant's conduct in publishing such malicious, abhorrent, and false accusations publicly was extreme and outrageous, exceeding all bounds of decency tolerated in a civilized society, and was done intentionally or recklessly to cause Plaintiff severe emotional distress. 40. As a direct and proximate result of Defendant's defamatory and outrageous conduct, Plaintiff has suffered severe mental anguish, emotional distress, and reputational injury, entitling Plaintiff to substantial compensatory and punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant as follows: a. Compensatory and property damages in the amount of $250,000.00 for breach of contract, breach of warranties, double-charged delivery fees, unauthorized charges, permanent structural damage to the spa unit, and rust damage to the patio surface;

b. General, special, and punitive damages in an amount to be determined at trial for Defamation (Libel Per Se) and Intentional Infliction of Emotional Distress;

c. Additional damages and/or an order for the full cost required to professionally dismantle, haul away, and dispose of the broken and permanently damaged spa unit;

d. Additional damages and/or an order for the full cost required to completely restore the surrounding landscaping and property back to its original, pre-damage condition;

e. Restitution and damages for unjust enrichment;

f. Pre-judgment and post-judgment interest as allowed by law;

g. Costs and disbursements of this action; and

h. Such other and further relief as the Court deems just, proper, and equitable.

Dated: 9/15/2026

Poughkeepsie, New York

[redacted]

VERIFICATION

STATE OF NEW YORK)

COUNTY OF DUTCHESS) ss.:

Samantha Brandon Beverley, being duly sworn, deposes and says: I am the Plaintiff in the within action. I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

[redacted]

NAME

Sworn to before me this 15th day

of September, 2026

Notary Public

DANIELA PULICE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PU0023240
Qualified in Dutchess County
My Commission Expires 04-05-2028