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November 4, 2015

VIA E-MAIL DARYLWILLIAMS@BWGLAW.NET

Daryl M. Williams
Baird Williams & Greer, LLP
6225 N. 24th Street, Suite 125
Phoenix, AZ 85016

Re: DesertMountainGolfScam.com

Dear Mr. Williams:

I understand from my partner, Christopher Callahan, that you represent Gary Moselle and am writing to you in your capacity as his counsel. Your client's website, desertmountaingolfscam.com (the "Website"), is premised on the proposition that, notwithstanding the provisions in the Bylaws of Desert Mountain Club, Inc. (the "Club") that set forth the exclusive ways through which Club Members may "exit" the Club, thereby terminating their financial obligations to the Club, Members may end their financial responsibilities to the Club simply by resigning.

You have also appeared as counsel on behalf of defendants, Barry and Lori Fabian, in *Desert Mountain Club, Inc. v. Fabian*, No. CV2014-015335 (Maricopa County Superior Court) (the "Fabian Action"). As such, you know that Judge Bergin recently granted summary judgment in favor of the Club in the Fabian Action. Mr. Moselle is also aware of this ruling as it is posted on the Website. In reaching her decision, Judge Bergin rejected the legal arguments promulgated on the Website. Indeed, the Court's ruling clearly demonstrates that the domain name itself is false and defamatory. There is no scam.

In the words of the Court:

"The Bylaws contain comprehensive provisions regarding the divestiture of memberships, and those provisions unambiguously require the member to surrender or submit his membership to the Club for resale or reissuance, and to continue to pay dues until that is accomplished."

Order at p. 4. Judge Bergin goes on to state: "The Bylaws can only be interpreted to preclude a member from resigning and ceasing payment of dues." *Id.* p. 5.

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The Website content is contrary to Judge Bergin's holding and does not reflect Arizona law. Your client previously indicated to Robert Jones that he would take down the site if it could be shown his analysis was wrong. As set forth on the Website:

January 3, 2011 – Bob Jones and Gary Moselle discuss the site DesertMountainGolfScam.com and related issues for about ten minutes on the phone. Gary offers to remove the site DesertMountainGolfScam.com and issue a sincere apology if anything on the site either violates Arizona law or constitutes an intentional tort damaging the interests of the Desert Mountain Club. Gary suggests that this is a legal matter which could be settled by an exchange of memoranda of points and authorities between respective legal counsel. Bob pledges to take that offer to the executive committee of the Board.

<http://desertmountaingolfscam.com/page7.html>. The legal analysis that Mr. Moselle has provided on the Website has been rejected as inconsistent with Arizona law. In light of Judge Bergin's ruling, Mr. Moselle must honor his commitment to "remove" the Website and "issue a sincere apology."

Arizona tort law requires no less. Publication of false and injurious material with the purpose and effect of interfering with the contracts between the Club and its Members and the Club's anticipated contracts with prospective Members violates Arizona tort law and exposes Mr. Moselle to liability for consequential damages, punitive damages, and injunctive relief. The Website has already resulted in substantial damage to the Club. Therefore, regardless of any action by Dotster with regard to the Website, and to mitigate the damage caused, the Club demands that, within five (5) working days from the date of this letter, your client remove the Website and refrain from republishing its content elsewhere.

We have also communicated directly with Dotster regarding Mr. Moselle's violation of Dotster's applicable "Acceptable Use Policy." A copy is enclosed.

If you have any questions regarding the foregoing, please do not hesitate to call.

Yours truly,



Ray K. Harris

RKH/mt
Enclosure