

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK. ss.

SUPERIOR COURT  
CIVIL ACTION NO. 11-3071B

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

MORGAN RV RESORTS, LLC; PETERS POND  
RV RESORT, INC.; IDEAL PRIVATE RESORTS,  
LLC; and ROBERT MOSER, individually,

Defendants.

Filed 6/6/12

Morgan v Moser  
and all

FINAL JUDGMENT BY CONSENT

Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), by and through the Attorney General, Martha Coakley, and defendants, Morgan RV Resorts, LLC; Peters Pond RV Resort, Inc.; Ideal Private Resorts, LLC; and Robert Moser (collectively, "Defendants") agree to the entry of this Final Judgment By Consent ("Final Judgment") and its provisions. The entry of this Final Judgment resolves all of the Commonwealth's claims against Defendants in the above-captioned case, including the Commonwealth's Contempt Action.

Whereas, the Commonwealth, by and through its Attorney General, Martha Coakley, filed a Complaint in the above-captioned matter on August 22, 2011 relating to Defendants' alleged violations of the Consumer Protection Act, G.L. c. 93A, § 2 *et seq.*, and the Manufactured Housing Act, G.L. c. 140, § 32 *et seq.*;

**Whereas**, the Commonwealth filed a Contempt Action on February 3, 2012 alleging that Defendants failed to comply with the Court's preliminary injunction;

**Whereas**, Defendants, without making any admissions of wrongdoing, acknowledge that this Court has subject matter jurisdiction over this case and personal jurisdiction, as stated in this Final Judgment, over all parties, and consents to the entry of this Final Judgment in the above-captioned case;

**Whereas**, Defendants waive all rights of appeal and also waive the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure; and

**Whereas**, the parties agree that there is no just reason for delay, and that the Court's execution of this Final Judgment constitutes an entry of a final judgment as to all Defendants.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. This Court has jurisdiction over the subject matter and general personal jurisdiction over the Commonwealth and defendants Morgan RV Resorts, LLC; Peters Pond RV Resort, Inc.; and Ideal Private Resorts, LLC, and specific personal jurisdiction over Robert Moser. Venue in this Court is proper under G. L. c. 93A, § 4. The Attorney General is authorized to bring this action under G. L. c. 93A, § 4.

2. In accordance with the Stipulation of Dismissal as to Count II of the Commonwealth's Complaint, previously filed with the Court, said Count II is hereby dismissed with prejudice, and such dismissal does not constitute a finding of fact or conclusion of law by the Court.

3. Nothing contained herein shall constitute a finding of fact or conclusion of law by the Court.

## I. PARTIES SUBJECT TO FINAL JUDGMENT

4. This Final Judgment shall apply to all Defendants, acting directly or indirectly, individually or through their employees, agents, successors and assigns or through any corporate or other device, and shall constitute a continuing obligation.

## II. DEFINITIONS

For purposes of this Final Judgment, the following definitions shall apply:

5. “Clearly and conspicuously” shall mean: A statement is “clear and conspicuous” if: (a) it is disclosed in such size, color, contrast, or location that it is readily noticeable, readable, and understandable; (b) it does not contradict or is not inconsistent with any other information with which it is presented; (c) it is presented in close proximity to any information it materially modifies, in a manner readily noticeable, readable, and understandable, and is not obscured in any manner; (d) it must be of a type size and location sufficiently noticeable for a consumer to read and comprehend and in a print that contrasts with the background against which it appears, in no case less than the 8-point type size required by 940 C.M.R. § 6.01; (e) in all instances, the required disclosures are presented prior to the consumer incurring any financial obligation; and (f) a statement that otherwise conforms with the aforescribed conditions and that is written in English will be deemed to be clear and conspicuous.

6. “Peters Pond Seasonal Camper” shall mean: The person or persons identified in Exhibit 1 of this Order.

7. “Peters Pond Seasonal Consumer” shall mean: Any person or persons who enter(s) into a Seasonal Site Fee Agreement with the Defendants, or entered into a Seasonal Site Fee Agreement with the Defendants for the 2012 season, including without

limitation Peters Pond Seasonal Campers, in connection with a site located at Peters Pond RV Resort, 185 Cotuit Road in Sandwich, Massachusetts.

8. "Seasonal Site Fee(s)" shall mean: All seasonal fees paid by a Peters Pond Seasonal Consumer.

9. "Seasonal Site Fee Agreement" shall mean: The agreement(s) executed by any of the Defendants and a Peters Pond Seasonal Consumer.

### III. PERMANENT INJUNCTIVE RELIEF

10. Defendants are hereby permanently enjoined from engaging in the following activities or conduct in the Commonwealth of Massachusetts:

- a. Increasing the 2013 Seasonal Site Fees for Peters Pond Seasonal Consumers who had Seasonal Site Fee Agreements for 2011 and 2012; increasing the 2014 Seasonal Site Fees for Peters Pond Seasonal Consumers, who had Seasonal Site Fee Agreements for 2011, 2012 and 2013, by more than a three and one-half percent (3.5%) increase from 2012 rates;
- b. Requiring Peters Pond Seasonal Consumers to ratify or otherwise give their consent to Defendants' position that Peters Pond is not a Manufactured Housing Community subject to G.L. c. 140, § 32 et seq.;
- c. Prohibiting Peters Pond Seasonal Consumers from freely associating to the extent such associating is permitted by applicable law;
- d. Prohibiting a Peters Pond Seasonal Consumer from retaining a broker with an appropriate license to market and sell his or her recreational vehicle; and
- e. Conditioning the terms of the Seasonal Site Fee Agreement for a Peters Pond Seasonal Consumer who had a Seasonal Site Fee Agreement for 2011 and 2012 on that camper's joining the Ideal Private Resorts ("IPR") membership program or any other substantially similar program.

11. Defendants are hereby ordered as follows:

- a. To provide written notice of the upcoming year's rates to Peters Pond Seasonal Consumers by July 31st of each year. This provision shall expire after 2020;

- b. To clearly and conspicuously disclose in any agreement with a Peters Pond Seasonal Consumer that after the 2014 season, Seasonal Site Fees are subject to increase from year to year;
- c. To clearly and conspicuously disclose in any agreement with a Peters Pond Seasonal Consumer Defendants' position that Peters Pond RV Resort is not a Manufactured Housing Community, and therefore consumers may not be protected under the Manufactured Housing Act, G.L. c. 140, § 32 *et seq.*;
- d. To clearly and conspicuously itemize and disclose all Peters Pond Seasonal Site Fees in the Peters Pond Seasonal Site Fee Agreements, which shall be provided to consumers;
- e. To clearly and conspicuously disclose and itemize all fees associated with any transfer of a Peters Pond Seasonal Consumer's recreational vehicle. The fees shall be reasonable and shall be directly related to the services actually performed or costs actually incurred by Defendants and contracted for by the Peters Pond Seasonal Consumer;
- f. To include in any agreement between the Defendants and a Peters Pond Seasonal Consumer reciprocal attorneys' fees provisions, if any; and
- g. To clearly and conspicuously disclose in writing the benefits of any membership program, including identifying properties at which a Peters Pond consumer may utilize the benefits prior to enrolling a Peters Pond Seasonal Consumer.

#### IV. RESTITUTION

12. Defendants shall, within five (5) business days of entry of this Final Judgment, distribute the communication attached hereto as Exhibit 2 (hereinafter referred to as the "Refund Notice") to all Peters Pond Seasonal Campers identified in Exhibit 1.

Defendants shall distribute the Refund Notice by first class and certified mail, return receipt requested, and by hand delivery to anyone present at Peters Pond RV Resort on the date of distribution that is entitled to notice. If Defendants do not receive a signed certified mail receipt, within ten (10) business days of mailing, Defendants shall make a second attempt to deliver the Refund Notice by hand at Peters Pond RV Resort.

13. Defendants shall provide a courtesy copy of all mailings to the Commonwealth. Within 30 days of issuing the Refund Notice, Defendants shall provide a list to the Commonwealth of Defendants' attempts to communicate with the Peters Pond Seasonal Campers identified in Exhibit 1 pursuant to ¶ 12, *supra*.

14. Any Peters Pond Seasonal Camper shall have 45 days from the date of the issuance of the Refund Notice to respond to Defendants and request a refund. Defendants shall provide the refund within fifteen (15) business days of receipt of a Peters Pond Seasonal Camper's Refund Notice. The amount of a consumer's refund shall equal the full amount paid for the IPR membership, less the itemized cost of winter storage fees and/or seasonal site fee credit that the consumer has utilized (as documented in Exhibit 1).

#### V. COMPLIANCE

15. Within seventy-five (75) days of the issuance of the Refund Notice, Defendants shall provide the Commonwealth with a list identifying persons who have requested refunds and the amount of the refund Defendants provided to each person.

16. The Attorney General may request, and Defendants agree to provide within a reasonable time, documents sufficient to demonstrate Defendants' compliance with the terms of this Consent Judgment.

17. If the Attorney General determines that Defendants have failed to comply with any of the terms of this Final Judgment, the Attorney General will notify Defendants in writing of such failure to comply, and Defendants shall then have ten (10) business days from receipt of such written notice, before which time the Attorney General will not commence any action for violation of this Final Judgment, to provide a good faith written

response to the Attorney General's determination. The response shall contain, at a minimum, either:

- a. A statement explaining why Defendants believe they are in full compliance with the Final Judgment; or
- b. A detailed explanation of how the alleged violation(s) occurred; and
  - i. A statement that the alleged breach has been cured and a description of the action taken by Defendants to cure the breach; or
  - ii. A statement that the alleged breach cannot be reasonably cured within ten (10) days from receipt of the notice, but (1) Defendants have begun to take corrective action to cure the alleged breach; (2) Defendants are pursuing such corrective action with reasonable and due diligence; and (3) Defendants have provided the Attorney General with a detailed and reasonable timetable for curing the alleged breach.

## VI. MONETARY RELIEF

18. Defendants shall pay to the Commonwealth penalties and costs, including reasonable attorneys' fees, pursuant to G.L. c. 93A, §4 as follows:

- a. Upon entry of a Final Judgment in this matter, Defendants shall pay \$100,000; and
- b. Within thirty (30) days of entry of a Final Judgment in this matter, but in no event later than June 30, 2012, Defendants shall pay an additional \$100,000.

19. All payments to the Commonwealth made pursuant to this Final Judgment shall be made by electronic fund transfer, Attorney IOLTA account, or certified or cashier's

check made payable to the “Commonwealth of Massachusetts – Office of the Attorney General” and delivered to Jonathan B. Engel, Assistant Attorney General, Consumer Protection Division, One Ashburton Place, MA 02108.

## VII. ESCROW ACCOUNT TO REMAIN IN PLACE

20. The escrow account established in the name of Gilberti & Associates pursuant to the Court’s September 7, 2011 Preliminary Injunction (the “Escrow Account”) shall remain in place. Defendants may make payments from the escrow account to consumers and the Commonwealth, as contemplated in section IV, Restitution, and section VI, Monetary Relief, *supra*.

21. Defendants shall provide monthly Bank Statements and accountings to the Commonwealth identifying any withdrawals from the Escrow Account and to whom Defendants made any payment from the Escrow Account.

22. Upon Defendants’ full satisfaction of its obligations to make Restitution and pay Monetary Relief, Defendants shall provide the Commonwealth with a Bank Statement and final accounting identifying all withdrawals from the Escrow Account and to whom Defendants made any payment from the Escrow Account. Upon receipt of the final accounting by the Commonwealth, the Commonwealth shall have ten (10) business days in which to provide written notice to Defendants of an objection to the final accounting, which shall detail the basis for the objection. To the extent that the available balance in the Escrow Account exceeds the amount disputed in the Commonwealth’s objection, Defendants may withdraw the excess funds from the Escrow Account. If the Commonwealth does not provide Defendants with written notice of an objection within

ten (10) business days of receipt of the final accounting, the Escrow Account shall be terminated.

#### VIII. NOTICES

23. All notices and documents required by this Final Judgment shall be provided in writing to the parties as follows:

- a. If to the Attorney General:

Jonathan B. Engel  
Assistant Attorney General  
Consumer Protection Division  
Public Protection & Advocacy Bureau  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

- b. If to Defendants:

Carmel A. Gilberti, Esq.  
Gilberti & Associates, PC  
900 Route 134  
South Dennis, MA 02660

#### IX. DISTRIBUTION OF FINAL JUDGMENT

24. Defendants shall deliver copies of this Final Judgment as directed below:

- a. To each of their principals, officers, and directors having decision-making authority with respect to the subject matter of the Final Judgment;
- b. To all of their employees, agents, and representatives (“personnel”) having responsibilities related to the subject matter of the Final Judgment and contact with Massachusetts’ Peters Pond consumers; and
- c. For current personnel of Defendants, delivery shall be within seven (7) days of entry of this Judgment. For new personnel of Defendants, delivery shall occur prior to their assuming their responsibilities.

25. Within ten (10) days of delivery, Defendants shall secure a signed and dated statement from each person required to receive a copy of the Final Judgment pursuant to this Section acknowledging that the person has received and read the Final Judgment.

#### X. MISCELLANEOUS

26. The provisions of this Final Judgment apply to and are binding upon the Defendants, their agents, servants, employees, successors and assigns, and upon any persons or entities in active concert or participation with them.

27. This Final Judgment resolves and settles the civil claims the Commonwealth alleged in its Complaint, or could have alleged in its Complaint, based on the same facts, and the allegations in the Contempt Complaint against Defendants that arose prior to the entry of this Final Judgment. The Commonwealth reserves all other claims against Defendants, including, but not limited to, future claims against Defendants involving alleged violations of the Consumer Protection Act that arise after the date of the entry of this Final Judgment. Nothing in this Final Judgment resolves, settles or otherwise affects any claim or action that has been or could be brought against Defendants by any other person or administrative or regulatory agency or which is not civil in nature.

28. This Court retains jurisdiction of this case for purposes of enforcing this Final Judgment, which is entered pursuant to G.L. c. 93A, § 4, or granting such further relief as the Court deems just and proper.

29. Any violation of the Final Judgment, shall be punishable under the provisions of G.L. c. 93A or by civil or criminal contempt proceedings, or as otherwise provided by law.

30. Nothing in this Final Judgment shall relieve Defendants of their duty to comply with any provision of law.

31. This Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

32. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

33. Consent to this Final Judgment does not constitute an approval by the Commonwealth of any of Defendants' business acts and practices, and Defendants shall make no representations to the contrary.

34. This Final Judgment contains the complete agreement between the parties. No promises, representations or warranties other than those set forth in this Final Judgment have been made by any of the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing. This Final Judgment supersedes all orders of this Court in this action as to Defendants, which are hereby dissolved, except as otherwise stated herein.

35. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

36. This Final Judgment becomes effective upon execution of the Stipulation and Consent and entry by the Court.

SO ORDERED:

*Edm Jolley*

Justice, Superior Court

6/6/12



ACC No.	Type	Status	Purchase Price	Initial Payment	Final Payment	Monthly Payment	Total Revenue Collected	Revenue Refunded	Applied to 2012 Site Fee	Applied to 2012 Winter Storage
ALLI23	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
AUDE200	Seasonal	Active	\$ 11,700.00	\$ 1,170.00	\$ 10,530.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
BEST321	Seasonal	Active	\$ 13,000.00	\$ 1,300.00			\$ 1,300.00		\$ 1,300.00	\$ 325.00
BRIT167	Seasonal	Active	\$ 11,700.00	\$ 1,170.00	\$ 10,530.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
BROM75	Seasonal	Active	\$ 13,000.00	\$ 3,000.00	\$ 263.20		\$ 3,263.20		\$ 2,000.00	\$ 325.00
BROW271	Seasonal	Active	\$ 11,700.00	\$ 1,170.00	\$ 10,530.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
BROW318	Seasonal	Active	\$ 11,700.00	\$ 1,170.00	\$ 10,530.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
BROW47	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
BROW48	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
BRUC256	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
BURN8	Seasonal	Active	\$ 13,000.00	\$ 1,000.00	\$ 300.00	\$ 333.82	\$ 1,633.82	\$ 166.63	\$ 1,633.82	\$ 325.00
BURN10	Seasonal	Active	\$ 11,550.00	\$ 1,550.00	\$ 10,000.00		\$ 11,550.00		\$ 2,000.00	\$ 325.00
CELO19	Seasonal	Active	\$ 11,700.00	\$ 1,500.00	\$ 10,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
COFF164	Seasonal	Active	\$ 11,200.00	\$ 1,120.00	\$ 10,080.00		\$ 11,200.00		\$ 2,000.00	\$ 325.00
COX12	Seasonal	Active	\$ 12,000.00	\$ 1,000.00	\$ 2,600.00	\$ 331.62	\$ 3,931.62		\$ 2,000.00	\$ 325.00
CUDD369	Seasonal	Never Closed Sale		\$ 1,000.00			\$ 1,000.00		\$ -	\$ 325.00
CUSH7	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
DALB148	Seasonal	Active	\$ 13,000.00	\$ 3,900.00	\$ 239.50		\$ 4,139.50		\$ 2,000.00	\$ 325.00
DAVI18	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
DAYJ173	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
DEBR46	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
DEGI24	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
DEGI226	Seasonal	Active	\$ 10,000.00	\$ 10,000.00			\$ 10,000.00	\$ -	\$ 2,000.00	\$ 325.00
DIAU11	Seasonal	Active	\$ 12,000.00	\$ 500.00	\$ 3,100.00	\$ 331.62	\$ 3,931.62		\$ 2,000.00	\$ 325.00
DUNB316	Seasonal	Active	\$ 11,700.00	\$ 1,300.00	\$ 2,600.00		\$ 3,900.00		\$ 2,000.00	\$ 325.00
ELIA319	Seasonal	Active	\$ 11,700.00	\$ 1,170.00	\$ 10,530.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
FANN52	Seasonal	Active	\$ 11,700.00	\$ 700.00	\$ 11,000.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
FARR265	Seasonal	Active	\$ 13,000.00	\$ 1,300.00	\$ 181.66		\$ 1,481.66		\$ 1,481.66	\$ 325.00
FING5	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
FITZ9	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
FLYN161	Seasonal	Active	\$ 13,000.00	\$ 1,300.00		\$ 334.38	\$ 1,634.38		\$ 1,634.38	\$ 325.00
FORT320	Seasonal	Active	\$ 13,000.00	\$ 1,300.00			\$ 1,300.00		\$ 1,300.00	\$ 325.00
GARE218	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
GAUL74	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00

ACC No.	Type	Status	Purchase Price	Initial Payment	Final Payment	Monthly Payment	Total Revenue Collected	Revenue Refunded	Applied to 2012 Site Fee	Applied to 2012 Winter Storage
GEOR14	Seasonal	Active	\$ 13,000.00	\$ 3,000.00	\$ 10,000.00		\$ 13,000.00		\$ 3,300.00	\$ 325.00
GIGU43	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,175.00	\$ 325.00
GIRA333	Seasonal	Active	\$ 11,700.00	\$ 1,170.00			\$ 1,170.00		\$ 1,170.00	\$ 325.00
GLEN63	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
GOYE384	Seasonal	Active	\$ 13,000.00	\$ 2,600.00			\$ 2,600.00		\$ 2,000.00	\$ 325.00
GURN49	Seasonal	Active	\$ 13,000.00	\$ 500.00	\$ 3,400.00	\$ 239.50	\$ 4,139.50		\$ 2,000.00	\$ 325.00
HALE386	Seasonal	Never Closed Sale		\$ 1,000.00			\$ 1,000.00		\$ -	\$ -
HERN227	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
IRVI368	Seasonal	Never Closed Sale		\$ 1,170.00			\$ 1,170.00			\$ -
ISBE338	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
KELC324	Seasonal	Active	\$ 11,700.00	\$ 1,170.00	\$ 10,530.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
KERR21	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
KOKO115	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
KRAU56	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
LAFA181	Seasonal	Active	\$ 13,000.00	\$ 1,300.00		\$ 923.82	\$ 2,223.82		\$ 2,000.00	\$ 325.00
MACD16	Seasonal	Active	\$ 13,000.00	\$ 500.00	\$ 800.00	\$ 333.82	\$ 1,633.82	\$ 166.63	\$ 1,633.82	\$ 325.00
MALV13	Seasonal	Active	\$ 13,000.00	\$ 13,000.00			\$ 13,000.00		\$ 3,300.00	\$ 325.00
MART367	Seasonal	Active	\$ 11,700.00	\$ 1,170.00			\$ 1,170.00			\$ 325.00
MCAL308	Seasonal	Active	\$ 13,000.00	\$ 2,600.00			\$ 2,600.00		\$ 2,000.00	\$ 325.00
MCCA309	Seasonal	Active	\$ 13,000.00	\$ 1,500.00	\$ -		\$ 1,500.00		\$ 1,500.00	\$ 325.00
MCCO305	Seasonal	Active	\$ 13,000.00	\$ 3,900.00		\$ 119.75	\$ 4,019.75		\$ 2,000.00	\$ 325.00
MEAD17	Seasonal	Active	\$ 11,700.00	\$ 1,000.00	\$ 2,900.00		\$ 3,900.00		\$ 2,000.00	\$ 325.00
MILL22	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
MOSE219	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
MURP307	Seasonal	Active	\$ 13,000.00	\$ 2,600.00			\$ 2,600.00		\$ 2,000.00	\$ 325.00
NELS36	Seasonal	Active	\$ 13,000.00	\$ 500.00	\$ 3,400.00		\$ 3,900.00		\$ 2,000.00	\$ 325.00
NELS131	Seasonal	Active	\$ 13,000.00	\$ 1,000.00	\$ 300.00		\$ 1,300.00		\$ 1,300.00	\$ 325.00
PENN241	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
PERS15	Seasonal	Active	\$ 13,000.00	\$ 1,000.00	\$ 12,000.00		\$ 13,000.00		\$ 2,000.00	\$ 325.00
MCEL370	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
POLI257	Seasonal	Active	\$ 13,000.00	\$ 1,000.00	\$ 2,900.00	\$ 119.75	\$ 4,019.75		\$ 2,000.00	\$ 325.00
QUIN50	Seasonal	Cancelled	\$ 11,700.00	\$ 1,000.00	\$ 10,700.00		\$ 11,700.00	\$ 10,700.00	\$ 1,000.00	\$ 325.00

ACC No.	Type	Status	Purchase Price	Initial Payment	Final Payment	Monthly Payment	Total Revenue Collected	Revenue Refunded	Applied to 2012 Site Fee	Applied to 2012 Winter Storage
QUIN51	Seasonal	Active	\$ 11,700.00	\$ 500.00	\$ 11,200.00		\$ 11,700.00		\$ 2,485.00	\$ 325.00
RUSS166	Seasonal	Active	\$ 11,670.00	\$ 1,170.00	\$ 10,500.00		\$ 11,670.00		\$ 2,000.00	\$ 325.00
RUSS42	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
SAMM41	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,250.00	\$ 325.00
STEP6	Seasonal	Active	\$ 11,700.00	\$ 3,000.00	\$ 8,700.00		\$ 11,700.00		\$ 2,000.00	\$ 325.00
TAYL71	Seasonal	Active	\$ 10,950.00	\$ 1,000.00	\$ 9,950.00		\$ 10,950.00		\$ 2,000.00	\$ 325.00
TOSC270	Seasonal	Active	\$ 13,000.00	\$ 1,170.00	\$ 130.00	\$ 202.60	\$ 1,502.60		\$ 1,502.60	\$ 325.00
TOWE191	Seasonal	Active	\$ 11,700.00	\$ 11,700.00			\$ 11,700.00		\$ 2,000.00	\$ 325.00
VIVO20	Seasonal	Active	\$ 13,000.00	\$ 500.00	\$ 1,500.00	\$ 289.52	\$ 2,289.52		\$ 2,000.00	\$ 325.00
WHIT98	Seasonal	Active	\$ 12,850.00	\$ 3,000.00		\$ 259.24	\$ 3,259.24		\$ 2,000.00	\$ 325.00
WILL322	Seasonal	Active	\$ 13,000.00	\$ 1,300.00			\$ 1,300.00		\$ -	\$ 325.00
WOOD361	Seasonal	Active	\$ 11,700.00	\$ 11,700.00	\$ -	\$ -	\$ 11,700.00		\$ 2,000.00	\$ 325.00
Total							\$ 645,663.30	\$ 31,212.76	\$ 142,966.28	\$ 24,700.00



[Mailing Date]

Certified Mail, Return Receipt Requested

No. \_\_\_\_\_  
and First Class Mail

[Name of IPR member who is a seasonal camper  
Permanent Address as listed on 2012 Seasonal Site Application  
City, state, zipcode]

**Re: Offer to Refund IPR Membership Fee and Seasonal Site Fee Information**

Dear [Mr./Ms. ]:

We are writing to inform you that you are being offered the option of either retaining or canceling your Ideal Private Resorts ("IPR") membership. If you wish to retain your IPR membership, no action is required at this time. If you choose to cancel your IPR membership you must notify us in writing on or before [DATE 45 days after mailing date] by returning the Response Form attached below to:

**Gilberti & Associates, PC  
900 Route 134  
South Dennis, MA 02660  
ATTN: Peters Pond**

For your convenience, enclosed please find a self-addressed, postage prepaid envelope.

If you choose to cancel your IPR membership, we will mail your refund, by check, within 15 business days of Gilberti & Associates, PC's receipt of your Response Form terminating your IPR membership. The amount of your refund will equal the total amount collected by IPR for your membership fee, less any charges for winter storage and/or 2012 seasonal site fee credits as shown on the enclosed Site Account Statement.

Your decision to cancel your membership will not impact the future availability of your site. However, if you choose to cancel your IPR membership, you will no longer receive the benefits of the membership that are described in your IPR agreement and membership documents.

Regardless of whether you cancel your membership, please note that your 2013 seasonal site fee will not increase from your 2012 rate. For the 2014 season, your seasonal site fee will not increase by more than 3.5% of your current site fee.

If you have any questions concerning this document, please feel free to contact Pauline O'Brien of Gilberti & Associates, P.C., at (508) 385-2555. You may also direct your questions to Andrew Shealy of the Attorney General's Office, at (617) 963-2460.

Sincerely,  
[Name]

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RESPONSE FORM  
RETURN BY [DATE]

Please cancel my IPR Membership and refund my payment in full less any charges for winter storage and/or seasonal site fee credits previously applied to my seasonal site agreement.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
[Member name(s) pre-printed here]