



Wedgefield Plantation HOA <hoawedge@gmail.com>

Fw: Ricketts/Wedgefield

1 message

MAX RUTSTEIN <rutsteinmax98@yahoo.com>
To: Wedgefield Plantation HOA <hoawedge@gmail.com>

Mon, May 19, 2025 at 6:52 PM

Rob

Please put in the Boards packet.

Jonathan

----- Forwarded Message -----

From: Joe Crosby <jcrosby@crosbyfirm.com>
To: MAX RUTSTEIN <rutsteinmax98@yahoo.com>
Sent: Tuesday, April 29, 2025 at 05:33:23 PM EDT
Subject: FW: Ricketts/Wedgefield

This was sent today.

Joe Crosby

From: Joe Crosby
Sent: Tuesday, April 29, 2025 5:26 PM
To: 'Robert E. Lee' <rel@rellawfirm.com>
Cc: Donna Gray <degray@crosbyfirm.com>
Subject: Ricketts/Wedgefield

Robert,

I regret you were not able to take my call this morning. I was hoping to resolve this case in light of all of the financial information that has been previously provided or is available for Mr. Ricketts to inspect.

I was preparing responses to your second set of interrogatories and going through emails etc. This has led me to again wonder how we can resolve this case. I believe my client has provided or made available more information than Mr. Ricketts requested. The overall analysis prepared by the WPA and provided in March has all payments to Spectrum and all income from Spectrum users. All bank account information related and not related to Spectrum has been provided in that document as well. The Spectrum expenses and income were provided earlier as well. Additionally, we have made available to him, and any other member, binders to inspect all account information. To my knowledge, Mr. Ricketts has not come to inspect any of the documents available.

I specifically note the 6 points of "Good Faith and Proper Purpose" noted in your October 14, 2024 letter.

Assuming for purposes of this discussion only that Point 1 is correct, the September number of unpaid subscribers is simply a snapshot in September rather than fixed contract long delinquencies.

However, Mr. Ricketts is using his number as a life of contract delinquencies.

Point 2 uses wrong assumptions regarding the amount paid to Spectrum. The HOA does not pay \$82.58 per subscriber. That is the amount the Owner pays the HOA. This incorrect number is then extrapolated over the life of the contract using, at best, fluid numbers of unpaid subscriptions. Finally, the September Board meeting is only 2 months after the start of the Spectrum contract;

Point 3 is simply a statement and is refuted by the multiple updates provided to or made available to your client showing charges and income related to Spectrum;

Point 4 is simply a calculation based on incorrect assumptions (number of delinquencies and amounts due Spectrum per subscriber);

Point 5 is not a requirement but regular updates are now being provided and were provided to all members prior to this action, and

Point 6, even if correct, ignores the alternate means of collection of unpaid accounts the HOA can use.

I list these items above because they are basically pasted into your client's complaint.

Additionally, there is the Door Fee which generates ongoing interest and helps cover fluctuations in collections from Members over actual Spectrum costs. Again, there are over 300 Owners savings hundreds of dollars per year. Your client also has been provided, or has access to, the audits for 2021, 2022 and 2023.

In light of the above I am again asking what we can do to settle the case. This seems to be an extraordinary waste of resources.

I look forward to hearing from you,

Joe M. Crosby

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