

STATE OF VERMONT

SUPERIOR COURT
WINDSOR UNIT

CIVIL DIVISION
DOCKET NO. _____

BIDDEFORD INTERNET CORPORATION)
D/B/A GREAT WORKS INTERNET,)
and GWI VERMONT, LLC,)

Plaintiffs,)

F.X. FLINN, *Individually and in His Official*)
Capacity as Chair of the Governing Board)
of East Central Vermont Telecommunications)
District,)

Defendant.)

JURY TRIAL
REQUESTED

COMPLAINT

Plaintiffs Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC, by and through their undersigned counsel, complain against Defendant F.X. Flinn, individually and in his official capacity as Chair of the governing board of East Central Vermont Telecommunications District, for trade secret misappropriation, unfair competition, tortious interference, and civil conspiracy, and hereby state as follows:

The Parties

1. Founded in 1994, Biddeford Internet Corporation d/b/a Great Works Internet is a corporation organized under the laws of Maine, with a principal place of business located at 40 Main Street, Suite 13-127, Biddeford, ME 04005.

2. Biddeford Internet Corporation d/b/a Great Works Internet is the nation's first certified B corporation internet service provider (ISP).

3. GWI Vermont, LLC is a Vermont limited liability company and subsidiary of Biddeford Internet Corporation d/b/a Great Works Internet (collectively “GWI”).

4. F.X. Flinn is a natural person who is domiciled in Windsor County, Vermont.

5. F.X. Flinn serves as Chair of the governing board of East Central Vermont Telecommunications District (“ECFiber” or “the District”) and as a representative to ECFiber from the Town of Hartford.

Jurisdiction and Venue

6. This Court has subject matter jurisdiction pursuant to 4 V.S.A. § 31.

7. This Court has personal jurisdiction over F.X. Flinn because he is a Vermont domiciliary and because this action arises out of his tortious conduct in Windsor County, Vermont, individually and while serving as Chair of the governing board of a Vermont municipal corporation.

8. Venue is proper pursuant to 12 V.S.A. § 402(a) because F.X. Flinn resides in Windsor County and for the reasons stated in paragraph 7, *supra*.

Background

9. In 2008, twenty-four municipalities in Vermont entered into an interlocal contract to construct and operate a fiber-to-the-premises (“FTTP”) network to serve residents and businesses located within their municipalities.

10. The municipalities created East Central Vermont Community Fiber, and a wholly-owned subsidiary, ECF Holding, LLC, which began providing telecommunication services in 2011.

11. In or about 2014, ECF Holding, LLC’s governing board drafted legislation that would enable a change in form, to a special-purpose municipality akin to a water district, called a “Communications Union District” (CUD), which became law in 2015.

12. A CUD is empowered to operate or contract for construction, ownership, management, and operation of a communications plant and to provide communications services to members. A CUD will include all land and residents within the member municipalities and any other subsequently admitted. A CUD is a municipal entity with a governing board on which each member town exercises a single vote through one or more appointed representatives.

13. In March 2015, several member towns in Windsor County formed the District (a/k/a “ECFiber”) in anticipation of the CUD legislation, which became formalized as of June 16, 2015 and recognized by the Vermont Secretary of State. *See generally* <https://ecvtd.gov/member-towns/> (last visited 2.24.2025).

14. ECFiber is a CUD and municipal corporation created under the laws of Vermont, with a principal place of business located at 415 Waterman Road, South Royalton, VT 05068.

15. Effective January 1, 2016, ECFiber succeeded to all of the assets and liabilities of East Central Vermont Community Fiber and/or ECF Holdings, LLC pursuant to an Assignment and Assumption Agreement and a Bill of Sale Agreement.

16. In April 2016, ECFiber issued its first municipal revenue bonds, and has since issued additional revenue bond offerings on the public market.

17. ECFiber is situated in the east central part of Vermont between the Connecticut River and the Green Mountains.

18. Today, the 32 member municipalities of ECFiber are Barnard, Bethel, Bradford, Braintree, Brookfield, Chelsea, Corinth, Fairlee, Granville, Hancock, Hartford, Newbury,

Norwich, Pittsfield, Pomfret, Randolph, Reading, Rochester, Royalton, Sharon, Stockbridge, Strafford, Thetford, Topsham, Tunbridge, Vershire, Washington, West Fairlee, West Windsor, Windsor, and Woodstock.

19. ECFiber is governed by a governing board consisting of at least one representative from each member municipality.

20. ECFiber has no employees.

21. ECFiber offers Internet connectivity services and Voice Over Internet Protocol (VOIP)-based phone service to subscribers within the District.

22. At all relevant times, ECFiber has always contracted with an ISP to run the ECFiber business.

23. From approximately 2008 until approximately December 28, 2022, ECFiber was exclusively operated by ValleyNet, Inc. (“ValleyNet”), a nonprofit ISP.

24. On approximately January 1, 2016, ECFiber and ValleyNet entered into a 10-year Operating Agreement.

25. As provided in the Operating Agreement, ECFiber “engage[d] ValleyNet to design, construct, and operate one or more communications plants (the ‘Project’) for the delivery of District’s broadband communications services to commercial residential, governmental, and educational subscribers with the State of Vermont” (brackets added, parentheses in original), subject to terms and conditions.

26. Per Sections 20(a), 20(b), and 20(c) of the Operating Agreement, ECFiber agreed to pay “all costs of constructing, operating and managing the Project,” ValleyNet’s “actual and direct expenses incurred in furnishing the broadband communications services and support

contemplated herein,” and compensation to ValleyNet “in an amount equal to \$10.00 per service subscriber per year.”

27. Per Section 20(e) of the Operating Agreement:

ValleyNet shall be solely responsible for hiring, compensating, supervising, disciplining and discharging its employees, and shall be responsible for the payment of all governmental taxes, charges and assessments relating to its employees. The District shall not dictate or establish workplace standards and practices, scheduling, staffing or employee licensing or qualification. No ValleyNet employee shall report to or be under the supervision of any District official at any time, nor shall any District employee evaluate the performance or conduct of any ValleyNet person engaged by ValleyNet.

28. In 2020, GWI entered into a master services agreement with ValleyNet to provide managed telephone services to ECFiber customers.

29. In the ensuing period, ValleyNet began to experience legal and financial turmoil.

30. In 2021, a group of farmers in Tunbridge filed a civil lawsuit against ECFiber, ValleyNet, and others, alleging that their cows were sickened – including several that died – after ingesting stainless steel wire found in their feed. *See Emma Cotton*, “Dairy farmers devastated after cows ingested wire leftover from telecom project,” VT Digger, July 11, 2021, <https://vtdigger.org/2021/07/11/dairy-farmers-devastated-after-cows-ingested-wire-leftover-from-telecom-project/> (last visited 2.24.2025).

31. Then, in 2022, an indictment returned by a federal grand jury in the District of Vermont alleged that a ValleyNet contractor had embezzled approximately \$560,000 out of ValleyNet’s accounts into their personal bank account, resulting in that individual’s eventual apprehension and conviction. *See* <https://www.justice.gov/usao-vt/pr/northfield-man-sentenced-27-months-embezzling-558625-valleynet> (last visited 2.24.2025).

32. After entering into a series of scope-of-work (SOWs) with GWI throughout 2021 and the first half of 2022, in or about June 2022, ValleyNet announced a restructuring of its management, design, build, and operating services in an expanded partnership with GWI.

33. ECFiber, ValleyNet, and GWI entered into an Assignment and Assumption Agreement dated as of December 31, 2022, in which GWI assumed from ValleyNet the Operating Agreement and all of ValleyNet's rights and obligations thereunder.

34. ECFiber agreed that the assignment of the Operating Agreement to GWI was in the best interest of ECFiber, and consented to the assignment.

35. Since January 1, 2023, and currently, ECFiber has been operated exclusively by GWI. GWI is using its tenured knowledge to improve all aspects of ECFiber's business operations.

36. GWI employees are responsible for:

- Managing the design and construction process, including selecting, hiring and overseeing contractors, ensuring performance and certifying completion;
- Maintaining the network, including the fiber-optic cable and electronic equipment in support thereof;
- Operating the network, including observance of best practices to ensure reliability and safety of end users;
- Providing retail and wholesale services utilizing the network, subject to policy guidelines established by the District – including selection and specification of services provided and pricing for service;
- Conducting all marketing, customer service, help desk and customer care functions;
- Conducting all customer billing and collection activities, including selection and oversight of any outsourced billing functions; and
- Providing all required reporting to the District, governmental authorities and the District Treasurer.

37. All GWI employees have completed training and acknowledged company policies designed to protect GWI confidential information, including a video conferencing recording policy, technology & data use policy, and information security policy. The vast majority have signed Non Disclosure Agreements.

38. Currently, a majority of the customers and passings GWI serves are in Vermont. A substantial number of GWI employees and management reside in Vermont.

39. In addition to GWI's relationship with ECFiber, GWI designs, builds, and operates two other CUDs in Vermont: DVFiber and NWFiberworx.

F.X. Flinn's Scheme

40. The 10-year term of the Operating Agreement assumed by GWI ends on December 31, 2025.

41. Beginning in approximately Q4 2024, and through January 2025, GWI and ECFiber engaged in discussions regarding the potential re-negotiation and renewal of the Operating Agreement.

42. GWI approached and participated in these negotiations with ECFiber in good faith.

43. However, beginning no later than approximately October 2024, F.X. Flinn began sharing his plans to create a new management company that would be retained by the ECFiber governing board to oversee ECFiber's network operator.

44. As described by F.X. Flinn to multiple people – including to GWI employees while ECFiber's negotiations with GWI regarding the extension of the Operating Agreement were ongoing – this management company would do much of the work currently done by the ECFiber governing board, including retaining and managing the actual operator of the network.

According to F.X. Flinn's plan, which he openly discussed with more than one person, monies would flow from ECFiber through the management company, such that the operator would be paid by the management company.

45. F.X. Flinn stated to at least one person that he would like to hold a leadership position in the new management company, and that the officers and leadership of the management company would be well compensated.

46. At the time he began sharing these plans in October 2024, and through the present time, F.X. Flinn has served as Chair of the governing board of ECFiber.

47. Members of the governing board of ECFiber are not paid a salary, and are essentially unpaid volunteers.

48. Upon information and belief, F.X. Flinn also solicited and recruited at least one GWI employee to report to him directly and to take steps to uncover a pretext for ECFiber not to renew the Operating Agreement with GWI.

49. On February 11, 2025, while negotiations were still ongoing between GWI and ECFiber, GWI convened an internal meeting that lasted approximately two hours.

50. Only GWI personnel were invited to the meeting, either in-person or via Google Meet™.

51. Neither F.X. Flinn nor any other governing board member of ECFiber was invited to the meeting.

52. During the February 11, 2025 meeting, GWI leadership discussed numerous confidential and proprietary matters regarding GWI's business and processes, including unit economics, sales strategy, and network component strategy, regarding not only ECFiber, but other GWI customers, as well as potential customers and customer leads, from which GWI

derives economic value from not being generally known to, and not being readily ascertainable by proper means by others outside of GWI.

53. The meeting took place from approximately 9:00a ET until 11:00a ET.

54. While attending the meeting remotely via Google Meet™, a GWI employee (“Employee 1”) audio- and video-recorded the entire meeting, using the video camera of his/her personal (*i.e.* non-work-issued) mobile device.

55. Employee 1 undertook these actions surreptitiously, while working from home, and in violation of multiple GWI policies and of a Non-Disclosure Agreement that Employee 1 had signed.

56. Upon information and belief, Employee 1 used a personal mobile device to video-record the meeting in an attempt to evade detection of his/her surreptitious and unauthorized actions.

57. Upon information and belief, Employee 1 was acting in concert with F.X. Flinn.

58. When confronted later by GWI, Employee 1 admitted to surreptitiously recording the meeting.

59. Employee 1 stated that F.X. Flinn had requested that s/he bring forward information regarding perceived breaches of the Operating Agreement by GWI to his attention, ostensibly for the benefit of the governing board of ECFiber.

60. Employee 1 further stated that after recording the February 11, 2025 internal GWI meeting, s/he provided the two-hour-long .mov file to F.X. Flinn, who accepted it.

61. GWI did not authorize, explicitly or implicitly, Employee 1 to video-record this internal meeting or to disseminate the recording outside of GWI or to F.X. Flinn.

62. Upon information and belief, F.X. Flinn accepted the .mov file from Employee 1, knowing or having reason to know that Employee 1 had surreptitiously recorded the meeting and that he (F.X. Flinn) was not authorized to receive, possess, or view the video.

63. The .mov file created by Employee 1 bore the file name “IMG_0441.MOV.”

64. In the afternoon on February 11, 2025, F.X. Flinn uploaded the .mov file to ECFiber’s Google workspace on the ECFiber network.

65. F.X. Flinn then renamed the .mov file “ECFiber staff meeting 11 Feb 2024.MOV.”

66. In renaming the file in this manner, F.X. Flinn incorrectly identified the year “2024” in the file name and further incorrectly named the meeting as an “ECFiber staff meeting,” when it was, in fact, a GWI meeting.

67. F.X. Flinn uploaded the .mov file to ECFiber’s Google workspace without any restriction in permission or access.

68. After F.X. Flinn uploaded the .mov file to ECFiber’s Google workspace, the file was subsequently viewed or downloaded by multiple actors and IP addresses.

69. GWI did not authorize, explicitly or implicitly, F.X. Flinn to upload this file to ECFiber’s Google workspace or in any way disseminate it.

70. Upon information and belief, F.X. Flinn took these actions, knowing or having reason to know that he was not authorized to do so.

ECFiber’s Notice of Non-Renewal of the Operating Agreement

71. On February 12, 2025, the day after the February 11, 2025 GWI meeting, ECFiber’s counsel sent a Cease and Desist letter to GWI’s CEO, Kerem Durdag (“Cease and Desist Letter,” alleging that GWI was in breach of the Operating Agreement.

72. In the Cease and Desist Letter, ECFiber asserted that it had “been made aware” that GWI “intends to replace existing local customer service, which has supported ECFiber’s customers for many years, with a non-local call-center, and has also determined to reorganize or has already reorganized to eliminate Vermont-specific services and expertise as embodied in a new organization chart.”

73. ECFiber described this as a “major issue for ECFiber,” and asserted that “ECFiber is entitled to direct GWI, and GWI operates pursuant to ECFiber’s instructions. To be clear, ECFiber is *instructing* GWI to cease and desist from its Plan.” (Italics in original.)

74. ECFiber threatened to pursue legal remedies to enjoin GWI from proceeding with what ECFiber characterized as a “Plan” to violate the letter and spirit of the Operating Agreement.

75. ECFiber’s Cease and Desist Letter did not reference the .mov file or disclose that ECFiber’s governing board Chair had accepted, controlled, and/or disseminated the file from Employee 1.

76. ECFiber’s Cease and Desist Letter did not disclose how ECFiber had “been made aware” of what ECFiber asserted were GWI’s reorganization plans.

77. Clearly, however, the impetus for ECFiber’s Cease and Desist Letter was F.X. Flinn’s solicitation, acceptance, viewing, and dissemination of the .mov file depicting GWI’s internal meeting the day before.

78. ECFiber’s assertions in the Cease and Desist Letter were factually and legally incorrect.

79. GWI did not breach, and has not breached, the Operating Agreement.

80. Since taking over operations from ValleyNet, GWI has made significant operational investments and improvements for the benefit of the District.

81. ECFiber's assertion of control over GWI employees or its organization chart violated Section 20(e) of the Operating Agreement.

82. F.X. Flinn's commandeering a GWI employee, Employee 1, to report to him likewise violated Section 20(e) of the Operating Agreement.

83. ECFiber's and F.X. Flinn's assertion of control over GWI employees is also inconsistent with representations made by ECFiber in its Project Revenue Bonds Series 2023A limited offering memorandum dated November 9, 2023, which states at page 13: "Both ECF and the District have always contracted with an *experienced internet service provider* to run the ECFiber business subject to broad policies established by the board through contractual mechanisms designed to prevent interference with proper business practices. Board members have no control over or responsibility for day to day operations. The District has no employees." (Italics supplied.)

84. On February 14, 2025, through counsel, GWI responded in writing to the Cease and Desist Letter, to rebut ECF's unfounded assertions of operational changes to service for customers within the District.

85. GWI further assured ECFiber that notwithstanding ECFiber's ill-conceived Cease and Desist Letter, GWI would not be distracted from its day-to-day mission of delivering excellent service to customers within the District, and would continue to provide such service consistent with the Operating Agreement.

86. On February 18, 2025, after uncovering Employee 1's conduct and gaining a clearer understanding of what had occurred on February 11, GWI wrote to ECFiber to demand

that ECFiber and F.X. Flinn immediately take steps to remove and destroy all copies of the .mov file depicting GWI's February 11, 2025 meeting.

87. On February 19, 2025, ECFiber, through counsel, informed GWI that ECFiber was "no longer interested in negotiating any extension of its existing relationship with GWI" (hereafter, the "Notice of Non-Renewal").

88. ECFiber's Notice of Non-Renewal further informed GWI that the District "intends to return to the pre-existing operating model," which it referred to as the "ValleyNet model."

89. ECFiber stated that the .mov file had been removed from ECFiber's Google workspace, but did not state that all copies of the file had been destroyed.

90. On February 19, 2025, F.X. Flinn notified GWI Vermont LLC's general manager that "we have decided to return to the old way of doing things and are in the process of setting up a non-profit that will contract with the District to operate the business known by the trade name ECFiber."

91. F.X. Flinn has previously attempted to poach at least one GWI employee.

92. Upon information and belief, F.X. Flinn's plan is to attempt to poach GWI's employees who work on the District network, to staff the so-called "ValleyNet model."

FIRST CAUSE OF ACTION

Misappropriation of Trade Secrets, 9 V.S.A. § 4601 et seq. (Against F.X. Flinn, Individually and In His Official Capacity As Chair of the Governing Board of ECFiber)

93. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 92 of this Complaint.

94. GWI owns trade secrets protected by law and from which it derives independent economic value, actual or potential, from not being generally known to, and not being readily

ascertainable by proper means by others who can obtain economic value from their disclosure or use.

95. GWI undertook reasonable efforts to maintain the secrecy of its trade secrets.

96. F.X. Flinn acquired GWI's trade secrets, knowing or having reason to know that the trade secrets were acquired by improper means, namely by soliciting and accepting the surreptitious and unauthorized video-recording of GWI's internal meeting by Employee 1 on February 11, 2025.

97. F.X. Flinn disclosed and/or GWI's trade secrets without GWI's express or implied consent, by uploading the .mov file provided by Employee 1 to ECFiber's Google workspace, without restriction in access or permission, which was subsequently viewed and downloaded by multiple other actors and IP addresses.

98. F.X. Flinn disclosed and/or used GWI's trade secrets, knowing or having reason to know that his knowledge of the trade secrets was derived from or through a person who had utilized improper means to acquire it, namely the surreptitious and unauthorized video-recording by Employee 1 on February 11, 2025.

99. F.X. Flinn's misappropriation was malicious, as it was undertaken in furtherance of a scheme to manufacture a pretext for ECFiber's non-renewal of the Operating Agreement and pave the way for F.X. Flinn's preferred management company and/or operating structure to succeed GWI, for his own personal and/or pecuniary gain, in violation of his fiduciary duties to the District.

100. F.X. Flinn also undertook the foregoing acts while serving as Chair of the governing board of ECFiber and acting within the scope of his official duties.

101. GWI has been damaged by F.X. Flinn's misappropriation of its trade secrets, for which GWI requests relief in the form of monetary remedies and/or injunctive relief to destroy the .mov file (and all copies, notes, summaries, extracts derived therefrom) and to refrain from further misappropriation.

SECOND CAUSE OF ACTION
Unfair Competition
(F.X. Flinn, Individually and In His Official Capacity As
Chair of the Governing Board of ECFiber)

102. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 101 of this Complaint.

103. F.X. Flinn engaged in acts of unfair competition against GWI by supervising Employee 1, directing that Employee 1 provide GWI's confidential information to him, improperly obtaining GWI's confidential material from Employee 1 and retaining it, and putting that material to unfair competitive use by disseminating it within ECFiber.

104. Upon information and belief, F.X. Flinn undertook these acts in order to unfairly disadvantage GWI as part of an ongoing negotiation to renew the Operating Agreement and to bolster F.X. Flinn's scheme to establish a management company in which he would serve in a leadership role that would oversee a new operator.

105. F.X. Flinn engaged in misappropriation and exploitation of GWI's confidential information, assets, and property for pecuniary gain.

106. F.X. Flinn also undertook the foregoing acts while serving as Chair of the governing board of ECFiber and acting within the scope of his official duties.

107. GWI has suffered damages as a direct and proximate result of F.X. Flinn's acts of unfair competition, for which GWI requests relief in the form of monetary remedies and/or

injunctive relief to destroy the .mov file (and all copies, notes, summaries, extracts derived therefrom) and to refrain from further acts of unfair competition.

THIRD CAUSE OF ACTION
Tortious Interference with Prospective Business Relationship
(F.X. Flinn, Individually)

108. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 107 of this Complaint.

109. GWI and ECFiber entered into a valid and enforceable contract, the Operating Agreement, which was up for renewal at the end of 2025.

110. GWI negotiated in good faith with ECFiber in an effort to win a renewal of the Operating Agreement.

111. GWI had a valid business relationship with ECFiber, and a valid and reasonable expectancy of a new renewal of the Operating Agreement.

112. F.X. Flinn had knowledge of this relationship and GWI's expectancy of a renewal of the Operating Agreement that was being negotiated.

113. F.X. Flinn improperly interfered with GWI's prospective business relationship with ECFiber by acting in concert with Employee 1 to conduct unauthorized surveillance on GWI, manufacture a pretext for ECFiber not to renew the Operating Agreement with GWI, in furtherance of a scheme to form a management company in which he would serve in a leadership role, be compensated by ECFiber, and which would oversee a non-profit operator staffed by GWI's employees.

114. As a direct and proximate result of F.X. Flinn's improper interference, GWI lost its opportunity to renew the Operating Agreement with ECFiber.

115. GWI has suffered damages due to the loss of expected profits resulting from F.X. Flinn's improper acts of interference.

FOURTH CAUSE OF ACTION
Tortious Interference with Contract
(F.X. Flinn, Individually)

116. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 115 of this Complaint.

117. At all relevant times, GWI and ECFiber had a valid contract, the Operating Agreement.

118. The Operating Agreement provided that no GWI employee would be supervised or report to any ECFiber official.

119. F.X. Flinn knew about the Operating Agreement and all its provisions but still intentionally, unfairly, and improperly interfered with the contractual relationship between GWI and ECFiber by commandeering and directing at least one GWI employee, Employee 1, to report to him and to undertake tasks that were disloyal to GWI, violated GWI policies, and were for his personal gain.

120. F.X. Flinn's improper interference caused ECFiber to violate the Operating Agreement and directly harmed GWI.

121. GWI seeks relief in the form of monetary remedies and/or injunctive relief against further F.X. Flinn's further interference in GWI's operations, commandeering of and attempts to poach GWI employees, to the extent permitted by law.

FIFTH CAUSE OF ACTION
Civil Conspiracy
(F.X. Flinn, Individually)

122. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 121 of this Complaint.

123. F.X. Flinn entered into a tacit or express agreement with at least one other person, Employee 1, to financially harm GWI, and capture and put at risk GWI's confidential material and trade secrets, aiding and abetting the violation of Employee 1's contractual obligations and fiduciary duties to GWI.

124. In furtherance of this agreement, F.X. Flinn and Employee 1, among other things, acted in concert to secretly video-record an internal meeting at GWI, use or disclose the video of the meeting to others without GWI's express or implied consent. These overt acts were undertaken to further the aims of the conspiracy and were unlawful.

125. These actions were done for F.X. Flinn's benefit and undertaken with malice, in order to create a pretext for ECFiber not to renew the Operating Agreement.

126. GWI has suffered damages that were directly and proximately caused by F.X. Flinn's unlawful acts in concert with Employee 1.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC ("GWI") respectfully request that this Court:

- A. Award GWI compensatory damages;
- B. Award GWI damages for actual loss and unjust enrichment, or in the alternative, a reasonable royalty;
- C. Award GWI punitive damages pursuant to 9 V.S.A. § 4603(b);
- D. Enter judgment as against F.X. Flinn individually and in his official capacity as Chair of the governing board of East Central Vermont Telecommunications District;
- E. Enter an Order(s) preliminarily/permanently enjoining F.X. Flinn from misappropriating GWI's trade secrets and confidential information, interfering in GWI's

operations, interfering with GWI's contracts and prospective business relations, and soliciting GWI's employees;

- F. Award GWI attorneys' fees, costs, and interest allowed by law; and
- G. Grant such other and further relief as the Court may deem just and proper.

JURY DEMAND

Pursuant to Vermont Rule of Civil Procedure 38, Plaintiffs Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC demand a jury trial on all issues so triable.

Respectfully submitted,

DOWNS RACHLIN MARTIN PLLC

/s/ Evan J. O'Brien

Evan J. O'Brien
199 Main Street
P.O. Box 190
Burlington, VT 05402-190
Tel: (802) 863-2375
eobrien@drm.com

*Attorneys for Plaintiffs Biddeford Internet
Corporation d/b/a Great Works Internet and
GWI Vermont, LLC*

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