

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

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

Docket No. 2:25-cv-00354

Plaintiffs,)

F.X. FLINN,)

JURY TRIAL
REQUESTED

Defendant.)

COMPLAINT

Plaintiffs Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC (collectively, “GWI”) for its complaint against F.X. Flinn, alleges as follows:

The Parties

1. Plaintiff GWI Vermont, LLC is a limited liability company whose sole member is Plaintiff Biddeford Internet Corp. d/b/a Great Works Internet, a corporation organized under the laws of Maine, with a principal place of business at 40 Main Street, Suite 13-127, Biddeford, Maine 04005.

2. F.X. Flinn is an individual domiciled in Windsor County, Vermont. Mr. Flinn is the chair of the governing board of East Central Vermont Telecommunications District.

Jurisdiction and Venue

3. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and because complete diversity of citizenship exists. Plaintiff Biddeford Internet Corporation d/b/a Great Works Internet is a Maine citizen. Plaintiff GWI Vermont, LLC is a Maine citizen. Defendant F.X. Flinn is a Vermont citizen.

4. The Court has personal jurisdiction over F.X. Flinn because he is a Vermont citizen and because this action arises out of F.X. Flinn's tortious acts taking place within the State of Vermont.

5. Venue lies in the District of Vermont pursuant to 28 U.S.C. § 1391(b)(1)-(2) because F.X. Flinn resides in the District of Vermont and because a substantial part of the events or omissions giving rise to GWI's claims occurred in the District of Vermont.

The Facts

6. GWI is in the business of constructing, maintaining, operating and providing internet connectivity services and Voice Over Internet Protocol-based phone services to, among others, subscribers with the East Central Vermont Telecommunications District ("ECFiber" or the "District") presided over by its governing board chairman, F.X. Flinn.

7. In or about January 1, 2016, ECFiber entered into a 10-year Operating Agreement with a third-party company, ValleyNet, Inc. ("ValleyNet"), pursuant to which ValleyNet was retained to provide similar services to ECF's subscribers to those now provided by GWI.

8. ValleyNet encountered difficulty meeting quality and financial goals, and on top of that confronted two serious issues in 2021 and 2022. Specifically, in 2021, ValleyNet and ECFiber were sued by a group of Vermont farmers who claimed that the farmers' cows had been hurt by ingesting stainless steel wire in their feed for which ValleyNet and ECFiber were responsible. Then in 2022, a ValleyNet contractor was indicted and later found guilty of embezzling more than a half-million dollars from ValleyNet's accounts.

9. Accordingly, at the request of the ValleyNet Board to GWI, 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.

10. Since that date in connection with its work on behalf of ECFiber under the Operating Agreement, GWI has made significant investments of money, time, manpower and training to enhance and broaden ECFiber's internet infrastructure and network. Since taking over from ValleyNet, GWI has been able to improve the performance of ECFiber, and has both maintained quality and met financial goals.

11. The 10-year term of the Operating Agreement assumed by GWI ends on December 31, 2025. In that connection, the Operating Agreement provides:

“This Agreement shall automatically renew itself for additional and successive terms often (10) years each, unless notice of non-renewal shall be furnished by one party to the other, in writing, at least one hundred and eighty (180) days prior to the original or successive termination date.”

Accordingly, GWI has been negotiating in good faith with ECFiber to renew the Operating Agreement for another ten-year term. Those negotiations, however, have been thwarted by F.X. Flinn's unlawful and egregious conduct as set forth hereinafter.

F.X. Flinn's Scheme

12. In or about the latter part of 2024, F.X. Flinn hatched a plan to form his own management company and then replace GWI with a combination of a new operating company and his own venture (a management company playing a role identical to that of GWI), so as to pay himself a substantial amount of money out of the funds previously paid by ECFiber to GWI.

13. However, in consummating his plan, F.X. Flinn faced and continued to face a significant hurdle. ECFiber has no employees and no experience in performing the work that GWI performs. Indeed, ECFiber stated in its Limited Offering Memorandum accompanying its sale to the public of \$7,530,000 in Revenue Bonds the following:

“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.”

As such, F.X. Flinn has had to scheme around the fact that, while he and ECFiber represented to bondholders that ECFiber has “always contracted with an experienced internet service provider to run the ECFiber business,” there is presently no experienced network operator available that can readily assume operation of the network from GWI. As a result, Mr. Flinn has set upon a plan to literally poach GWI’s business and its opportunity with ECFiber for himself.

14. As a first step in implementing his insidious plan, F.X. Flinn embarked on a scheme to steal GWI’s confidential and propriety information and trade secrets, which was soon followed by his taking active steps to steal GWI’s employees, and to also cause ECFiber to begin to negotiate on a renewed deal with GWI in bad faith, all with the end game of taking the opportunity of a new Operating Agreement for himself.

15. Accordingly, in early February 2025, F.X. Flinn coopted a GWI employee to furnish to him a surreptitiously recorded confidential meeting of GWI personnel in order to gain access to GWI’s proprietary information and to falsely contend that GWI was in breach of the Operating Agreement.

16. Specifically, on February 11, 2025, GWI’s leadership convened a confidential meeting at which only GWI personnel were invited and present, to discuss GWI’s negotiating strategy with ECFiber as well as various other confidential aspects of GWI’s business. At the meeting, GWI’s leadership discussed, among other things, GWI’s economics, sales strategy, and business processes, as well as its strategies for reaching a renewed Operating Agreement with ECFiber.

17. Unbeknownst to GWI leadership, a GWI employee (Employee 1) acting in concert with F.X. Flinn audio and video recorded the approximately two-hour GWI meeting, and then shared the contents of those recordings with Mr. Flinn.

18. On the following day, F.X. Flinn caused a letter to be sent to GWI, a copy of which is attached as Ex. A, alleging various ways in which GWI purportedly has breached the parties' Operating Agreement. The letter was and is frivolous and pretextual, and GWI told ECFiber so in a reply letter dated February 14, 2025, a copy of which is attached as Ex. B.

19. Nonetheless, on February 19, 2025, F.X. Flinn caused ECFiber to write GWI a letter stating that ECFiber was "no longer interested in negotiating any extension of its relationship with GWI." There is absolutely no basis for Mr. Flinn's position against GWI other than the fact that he wants to take GWI's business opportunity with ECFiber for himself.

20. Even before the above-referenced notice to GWI, F.X. Flinn caused ECFiber to retain two consultants that he himself hand-picked to deliver a pre-ordained message that ECFiber should retain a new management company whose "primary purpose will be to provide strategic guidance, oversee network operations (regardless of the operator), develop in-house expertise, and ensure alignment with ECFiber's mission." F.X. Flinn failed to disclose his role in the selection of these consultants or his role in the "recommendations" the consultants purportedly reached to establish a new operator and a new management company headed by F.X. Flinn himself.

21. F.X. Flinn's has approached GWI's employees for the purpose and with the intent of poaching them for a new operating company to be overseen by his new management company, all in furtherance of his scheme. Indeed, part of the consultants' recommendation is that the new management company:

“Negotiate with GWI employees: If feasible and desirable (and legally permissible), negotiate with selected GWI employees regarding potential transition[.]”

22. As the culmination of his scheme, on March 9, 2025, F.X. Flinn sent an email to the ECFiber governing board, stating:

“A public benefit non-profit called the Vermont ISP Operating Company (VISPO) is being set up this week. Me, Dan Leavitt, and Al Iuppa are the initial directors and will be adopting the bylaws and then nominating directors. Prior to electing them, the executive committee will have to approve them. Our goal will be to have 5 directors in place within the next months and as this is intended to be a working board of people with relevant business experience, who will be compensated with stipends, please get me the names of those you think might be a fit.”

23. Despite his clear conflict of interest, Mr. Flinn has advised ECFiber that “The next actionable task of the GB [Governing Board] will be to approve a contract between the District and [his new management company], presumably at the April meeting.” [Bracket added].

24. Mr. Flinn’s scheme to set up his own management company is in direct conflict with the representations that he and ECFiber made to prospective investors in ECFiber’s bonds in their Limited Offering Memorandum, in which they assured the public (and GWI) that:

“The District will undertake the current and future phases of the construction of the Network, and operate and manage the Network with GWI Vermont ...” (Limited Offering Memorandum P. 35) (emphasis added).

25. Indeed, Mr. Flinn and ECFiber told the prospective bondholders in the same Limited Offering Memorandum that even the financial projections were done on the basis of a continued working relationship with the experienced team at GWI, representing:

“In developing the financial model for the Network, [our] projections are based on the expected average of all purchased services. The District and GWI Vermont anticipate that these revenue streams will continue for the foreseeable future.”

26. Equally troubling is the fact that Mr. Flinn has no “Plan B”: if he is not successful in poaching GWI’s business and incorporating it into his own management company, ECFiber will

have no experienced operator to run its internet operations. Therefore, F.X. Flinn has been stepping up his efforts to take GWI's business, and to persist in taking steps to ruin GWI's relationship with ECFiber and instead take the fruits of that relationship for himself.

27. ECFiber has taken its cue from its chairman F.X. Flinn in negotiating a renewed Operating Agreement with GWI, taking frivolous positions that are factually incorrect and obviously so. For example, ECFiber is adamant that GWI is in breach of the current Operating Agreement because it purportedly has been using ECFiber employees to perform GWI's work. But as ECFiber explicitly informed the investing public on page 13 of its own Limited Offering Memorandum: "The District has no employees." ECFiber's representation to that effect is true, making its claim now about GWI's using ECFiber's employees a complete fabrication, apparently made at the behest of F.X. Flinn to shut the door on GWI so that he can march through it.

FIRST CAUSE OF ACTION

Misappropriation of Trade Secrets, 9 V.S.A. § 4601 et seq.

28. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 27 of this Complaint.

29. 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.

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

31. 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.

32. 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.

33. 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 own management company to succeed GWI, for his own personal and pecuniary gain.

34. 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 recordings (and all copies, notes, summaries, extracts derived therefrom) and to refrain from further misappropriation.

SECOND CAUSE OF ACTION **Unfair Competition**

35. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 34 of this Complaint.

36. 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.

37. 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 operating company.

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

39. 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 recordings (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

40. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 39 of this Complaint.

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

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

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

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

45. F.X. Flinn improperly interfered with GWI's prospective business relationship with ECFiber by his improper acts and conduct as aforesaid.

46. 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

47. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 46 of this Complaint.

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

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

50. 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 Employee 1, to report to him and to undertake tasks that were disloyal to GWI, violated GWI policies, and were for his personal gain.

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

52. GWI seeks relief in the form of monetary remedies and/or injunctive relief against 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
Negligent Misrepresentation

53. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 52 of this Complaint.

54. F.X. Flinn, as Chair of the Governing Board of ECFiber, made representations in the Limited Offering Memorandum.

55. These representations were made in the course of ECFiber's business and, by F.X. Flinn, in his capacity as Chair of the Governing Board acting within the scope of his duties.

56. These representations were made for the guidance of others, including GWI, in their business transactions.

57. F.X. Flinn, as Chair of the Governing Board, also made these representations while under a public duty to give the information.

58. Those representations included that ECFiber has "always" contracted with an "experienced" Internet Service Provider to run the ECFiber business, and that ECFiber "will undertake the current and future phases of the construction of the Network, and operate and manage the Network with GWI Vermont under the Operating Agreement and Assignment from ValleyNet to GWI Vermont."

59. As demonstrated by F.X. Flinn's actions and statements as alleged herein, these representations are false.

60. F.X. Flinn has not disclosed his scheme for ECFiber to stand up a management company of which he would be a compensated director.

61. F.X. Flinn, as Chair of the Governing Board of ECFiber, has failed to exercise reasonable care or competence in making these representations in the Limited Offering Memorandum and in failing to ensure that corrective disclosures are made.

62. GWI justifiably relied upon ECFiber's representations in the Limited Offering Memorandum, including by negotiating in good-faith with ECFiber regarding the Operating Agreement, investing capital and deploying human resources into the ECFiber network, reasonably expecting that ECFiber would uphold its bond covenants and representations in the Limited Offering Memorandum.

63. GWI has suffered, and will continue to suffer, damages as a direct and proximate result of F.X. Flinn's negligent misrepresentations.

SIXTH CAUSE OF ACTION
Promissory Estoppel

64. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 63 of this Complaint.

65. In the Limited Offering Memorandum, F.X. Flinn, as Chair of the Governing Board of ECFiber, represented that ECFiber "will undertake the current and future phases of the construction of the Network, and operate and manage the Network with GWI Vermont under the Operating Agreement and Assignment from ValleyNet to GWI Vermont."

66. This representation constituted a promise to GWI that F.X. Flinn should have reasonably expected to induce action or forbearance.

67. Future phases of the construction of ECFiber's network remain to be constructed.

68. GWI is presently engaged in constructing and operating the network.

69. GWI reasonably relied on F.X. Flinn's promise, including by negotiating in good-faith with ECFiber regarding the Operating Agreement, investing capital and deploying human resources into the ECFiber network, expecting that GWI would continue to work with ECFiber to complete construction of the network.

70. It is unjust for F.X. Flinn to renege on this promise, and to scheme to steal GWI's employees to staff a non-profit network operator, and to create a management company he would lead that would supervise the non-profit network operator.

71. GWI has suffered, and will continue to suffer, damages as a direct and proximate result of F.X. Flinn's actions.

72. Injustice can be avoided only by enforcing F.X. Flinn's promise.

SEVENTH CAUSE OF ACTION
Unjust Enrichment

73. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 72 of this Complaint.

74. Over the course of its years-long dealings with F.X. Flinn, GWI has conferred numerous benefits to ECFiber pursuant to the Operating Agreement.

75. GWI has made and continues to make significant investments and operational improvements in the ECFiber network.

76. GWI has trained its employees and deployed its employees to operate the ECFiber network.

77. GWI has undertaken this work in order to ensure the delivery of broadband services to commercial, residential, government and educational subscribers in the State of Vermont and in the District, as provided in the Operating Agreement.

78. GWI did not undertake this work and assemble a team of trained staff simply for F.X. Flinn to poach that staff, misappropriate GWI's confidential information, and commandeer GWI's operations and business for his personal financial gain.

79. It would be inequitable and unjust for F.X. Flinn to retain these benefits, through his own unlawful actions, without compensating GWI for value.

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

JURY DEMAND

Plaintiff Biddeford Internet Corporation d/b/a Great Works Internet and Plaintiff GWI Vermont, LLC demand a jury trial on all issues so triable.

Respectfully submitted,

QUINN EMANUEL URQUHART
& SULLIVAN, LLP

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

Dated: March 26, 2025

EXHIBIT A



PRIMMER PIPER
EGGLESTON &
CRAMER PC

RYAN M. LONG
ADMITTED IN VT AND NY
rlong@primmer.com
TEL: 802-864-0880
FAX: 802-864-0328

30 Main Street, Suite 500 | P.O. Box 1489 | Burlington, VT 05402-1489

February 12, 2024

BY EMAIL AND FIRST CLASS MAIL

Kerem Durdag
Chief Executive Officer
Biddeford Internet Corp. d/b/a Great Works Internet
40 Main Street, Suite 13-127
Biddeford, ME 04005
kdurdag@staff.gwi.net

RE: Cease And Desist Elimination And Replacement Of Local Customer Service And Unilateral Reorganization Of ECFiber's Operator, Request For Information, And Notice To Preserve Information.

Dear Mr. Durdag:

This firm represents East Central Vermont Telecommunications District ("ECFiber"). We have been made aware that Biddeford Internet Corp. d/b/a Great Works Internet ("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 (the "Plan"). I am writing now on behalf of ECFiber to direct you to immediately cease and desist and, to the extent the Plan has already been implemented, to immediately reverse course.

GWI's Plan presents a major issue for ECFiber. ECFiber, not GWI, decides how ECFiber's business is structured and GWI is not entitled to unilaterally alter that structure. Pursuant to the February 22, 2016 Operating Agreement, the assignment to GWI, and the related operating protocols (collectively, the "Operating Agreement"), 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.

ECFiber and its constituent towns have labored for years to build a local fiber-optic network for local customers, and local customer service and expertise are the cornerstone of what ECFiber has accomplished. Elimination of local customer service and expertise was at no point been presented to or approved by ECFiber and undermines ECFiber's business, its goals, and its fundamental purpose and is simply unacceptable. Furthermore, such a fundamental change not only violates the Operating Agreement, it violates the spirit of the relationship between ECFiber

Biddeford Internet Corp. d/b/a Great Works Internet
February 12, 2025
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and GWI embodied in the Operating Agreement and our common goals. *Carmichael v. Adirondack Bottled Gas Corp. of Vermont*, 161 Vt. 200, 208, 635 A.2d 1211, 1216 (1993) (“[t]he implied covenant of good faith and fair dealing exists to ensure that parties to a contract act with ‘faithfulness to an agreed common purpose and consistency with the justified expectations of the other party.’”) citing *Restatement (Second) of Contracts* § 205 comment a (1981). If GWI pursues the Plan, GWI will be in default of the terms of the Operating Agreement and ECFiber may consider termination in light of GWI’s default. If GWI has already pursued the Plan, then GWI is currently in default and ECFiber directs GWI to reverse course pursuant to the Operating Agreement’s 90-day cure period and return operations to pre-Plan status quo.

While the above is sufficient grounds for GWI to cease and desist from further pursuit of its Plan, GWI should also be aware that should GWI nevertheless pursue the Plan, it may jeopardize the status of ECFiber’s bonds as tax-exempt debt, which will, in turn, jeopardize GWI. The relationship between ECFiber and GWI, where ECFiber structures and controls the network and associated business and GWI implements that plan, is intentionally structured to comply with federal tax laws. Any deviation from this proscribed relationship could have deleterious impacts to ECFiber; a situation that would be the result of GWI’s unilateral and unauthorized actions.

As is clear from the Operating Agreement, the exclusive authority for the network and associated business rests with ECFiber. In short, they are ECFiber’s assets and business and ECFiber, and only ECFiber, will decide how that business is structured. This is reflected in the fact that the Operating Agreement allows ECFiber’s Governing Board to solely “develop, approve and promulgate general policies relating to Network operations.” GWI is simply operating ECFiber’s network and business as ECFiber directs. If GWI proceeds with the Plan, ECFiber will exercise any and all available legal remedies to enjoin GWI from proceeding, and will absolutely consider GWI’s conduct and proposed new structure in any decision to continue to do business with GWI.

Please respond to this letter by no later than Friday, February 14 at 5:00 p.m., and confirm that ECFiber correctly understands GWI’s Plan as described above, and whether GWI intends to implement the Plan. Please also provide any documents or information pertaining to the Plan, including, but not limited to communications concerning reallocation or termination of local customer service personnel or resources and any updated organizational charts.

Finally, GWI is put on notice of potential legal claims against it stemming from the Plan and violations of the Operating Agreement and the implied covenants contained therein. GWI therefore has certain legal obligations to protect documents that may have some bearing on any potential case or claims. From now until further notice, do not destroy any document that may have any relation to this matter. If there is any question about a particular document, please consult with me before destroying said document. Your obligations include disabling any automatic deletion or document destruction protocols that may exist. Any questions as to the scope of your obligations should be resolved in favor of preservation and retention.

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Sincerely,

/s/ Ryan Long

Ryan M. Long, Esq.

cc: Tom Cecere (via email - tcecere@staff.gwi.net)

EXHIBIT B



February 14, 2025

Evan J. O'Brien
Tel: (802) 846-8602
EOBrien@drm.com

VIA EMAIL

Ryan M. Long
Primmer Piper, Eggleston & Cramer PC
30 Main Street
Suite 500
P.O. Box 1489
Burlington, VT 05402
rlong@primmer.com

Re: Response to ECFiber's Feb. 12, 2025 Cease and Desist Letter

Dear Ryan:

This law firm has been retained by Biddeford Internet Corp. d/b/a Great Works Internet ("GWI") to respond to the Cease and Desist Letter you sent to GWI's CEO Kerem Durdag on February 12, 2025 on behalf of your client East Central Vermont Telecommunications District ("ECFiber" or "District"). Please direct future correspondence regarding this matter to me.

To begin with, there is no exigency justifying your demand for a written response by GWI by 5:00 PM today – barely two business days after your letter was sent. ECFiber and GWI have worked closely together for over two years under an Operating Agreement, whose possible extension the parties are currently negotiating. This could, and should, have been handled very differently by your client. Nevertheless, GWI has undertaken the effort to provide this written response to comply with ECFiber's unilateral deadline. Please note that this response contains GWI's preliminary analysis regarding the factual and legal errors in the position asserted by ECFiber. With the benefit of additional time, investigation, and deliberation, GWI reserves the right to supplement this response.

First, the factual predicate of your letter is completely misguided. Contrary to your client's apparent belief, nothing at all has changed with respect to the service provided by GWI to ECFiber's customers. There is no gap in customer service, nor is any anticipated. From an operational standpoint, GWI continues to provide the high-quality and responsive service on which customers within the District have come to rely, and your letter does not assert otherwise.

Second, your letter mischaracterizes an organization chart as a "Plan" to "eliminate Vermont-specific services and expertise." Again, that is inaccurate. The majority of GWI's residential subscribers and passings are in Vermont, and a substantial number of GWI's employees and senior/executive leadership are in Vermont. In addition to its work with ECFiber, GWI's long term commitment to Vermont is reflected in relationships with two other Communications Union Districts. GWI's commitment to providing service to Vermonters and to the District is amply demonstrated by its track record and investments in ECFiber.

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Third, from a legal standpoint, ECFiber has no authority under the Operating Agreement to control, dictate, or micromanage GWI's internal operations or demand changes to an organization chart within GWI. Section 20(e) of the Operating Agreement provides that GWI (which took an assignment of the Operating Agreement from ValleyNet, Inc.):

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 [GWI] 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 [GWI] person engaged by [GWI].

GWI is entitled under the Operating Agreement to create or modify an internal organization chart, as it chooses.

ECFiber's appeal to the spirit of the agreement fares no better. There can be no implied covenant within the Operating Agreement that is flatly inconsistent with its written provisions, which GWI has not violated, in any event. There is also no basis to assert that GWI's organization chart or changes to it amount to a potential violation of IRS regulations.

For all the foregoing reasons, ECFiber's threats of litigation are inappropriate and without any basis. It is unfortunate that ECFiber has chosen to negotiate a potential extension of the Operating Agreement with GWI under threat of litigation. Notwithstanding these ill-conceived tactics, GWI will not be distracted from its day-to-day mission of delivering excellent service to customers within the District, which will continue without interruption.

Given that ECFiber intends to explore litigation, it, too, is required to preserve its documents and implement appropriate litigation holds with respect to the documents, data, material, electronically stored information in its possession custody, or control, and that of its chair F.X. Flinn, governing board, executive committee, officers, directors, and staff. Please ensure that the appropriate custodians take the necessary measures to preserve and refrain from deleting or modifying any relevant material.

Sincerely,

/s/ Evan J. O'Brien

Evan J. O'Brien

Attorneys for GWI

cc: William J. Dodge, Esq.

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Biddeford Internet Corp. d/b/a Great Works Internet, and
GWI Vermont, LLC

(b) County of Residence of First Listed Plaintiff **York Co., ME**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Harvey Wolkoff, Quinn Emanuel Urquhart & Sullivan LLP,
111 Huntington Ave, Boston, MA 02199, 617-712-7108, &
Evan J. O'Brien, Downs Rachlin Martin, 802-863-2375

DEFENDANTS

F.X. Flinn

County of Residence of First Listed Defendant **Windsor Co., VT**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332

Brief description of cause:

Civil action against F.X. Flinn for tortious interference, trade secret misappropriation, and other claims by Plaintiffs.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
in excess of \$75,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

March 26, 2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Evan J. O'Brien

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
District of Vermont

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

Plaintiff(s)

v.

F.X. FLINN

Defendant(s)

Civil Action No. 2:25-cv-00354

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

F.X. Flinn
586 Fairbanks Turn
Quechee, VT 05059

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Evan O'Brien, Esq.
Downs Rachlin Martin
199 Main Street
PO Box 190
Burlington, VT 05402-0190

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 03/26/2025

Signature of Clerk or Deputy Clerk