

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

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

Plaintiffs,

F.X. FLINN and EAST CENTRAL VERMONT
TELECOMMUNICATIONS DISTRICT,

Defendants.

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Docket No. 25-cv-354

JURY TRIAL
REQUESTED

FIRST AMENDED COMPLAINT

Plaintiffs Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC (collectively, “GWI”) for its complaint against F.X. Flinn and East Central Vermont Telecommunications District, 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.

3. East Central Vermont Telecommunications District is a Communications Union District (CUD), a body politic and corporate organized under Vermont law with a principal place of business located at 415 Waterman Road, South Royalton, Vermont 05068. East Central Vermont Telecommunications District operates under the trade name “ECFiber.”

Jurisdiction and Venue

4. 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. Defendant East Central Vermont Telecommunications District is a Vermont citizen.

5. The Court has personal jurisdiction over Defendants because they are Vermont citizens and because this action arises out of Defendants' tortious and other acts taking place within the State of Vermont.

6. Venue lies in the District of Vermont pursuant to 28 U.S.C. § 1391(b)(1)-(2) because Defendants reside 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

7. 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.

8. 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 ECFiber's subscribers to those now provided by GWI.

9. 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, during the watch of ValleyNet's then-CFO and ECFiber co-founder, Stan Williams.

10. On top of these legal issues, ValleyNet also faced challenges in meeting the rapidly evolving broadband market. Accordingly, in mid-2022, GWI had to take over day-to-day management of ValleyNet's operations, at the request of ValleyNet and with the approval of ECFiber.

11. In a news story dated on or about June 23, 2022, Mr. Williams was quoted as saying:

ValleyNet is a tiny, rural, non-profit ISP which has had an important impact on [Vermont's] telecommunications, but the ISP market is evolving rapidly and becoming complex. [ValleyNet's] structure and location have made it difficult to recruit talent and achieve sufficient scale to be viable as an operator in the long term, so we are contracting with a larger, trusted regional partner [*i.e.* GWI] to provide day-to-day operations using local employees.

See The Herald, "Maine Firm to Manage ValleyNet Broadband Services," *available at* <https://www.ourherald.com/articles/maine-firm-to-manage-valleynet-broadband-services/> (last accessed May 14, 2025).

12. 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.

13. Even though ValleyNet was a non-profit and GWI was a for-profit entity, that distinction did not appear even to be a factor in ECFiber's supporting GWI's assumption of the Operating Agreement and taking over as operator from ValleyNet, given the manifest advantages and superior experience that GWI brought to the table.

14. Upon this transition, Mr. Williams was quoted as saying: “I am pleased that we have found an operator like GWI that shares our dedication to public service to carry on ValleyNet’s work with ECFiber.” *See* The Herald, “ValleyNet/GWI Transfer Complete,” <https://www.ourherald.com/articles/valleynet-gwi-transfer-complete/> (last accessed May 14, 2025).

15. On January 30, 2023, F.X. Flinn was quoted as saying, “GWI is a big organization. They can bring more to the table than ValleyNet could ever do.” *See* VTDigger.com, “Maine firm takes over ValleyNet operations,” *available at* <https://vtdigger.org/2023/01/30/maine-firm-takes-over-valleynet-operations/> (last accessed May 14, 2025).

16. 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.

17. On or about November 9, 2023, ECFiber issued \$7,530,000 in Project Revenue Bonds, Series 2023A.

18. In its Limited Offering Memorandum (“Limited Offering Memorandum”), ECFiber stated that GWI “is using its tenured knowledge to improve all aspects of the business operations.” ECFiber further represented 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” (emphasis added).

19. 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 of ten (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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 with GWI.

27. 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.

28. 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.

29. The .mov file created by Employee 1 bore the file name “IMG_0441.MOV.” In the afternoon on February 11, 2025, F.X. Flinn uploaded the .mov file to ECFiber’s Google workspace on the ECFiber network. F.X. Flinn then renamed the .mov file “ECFiber staff meeting 11 Feb 2024.MOV.” 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.

30. F.X. Flinn uploaded the .mov file to ECFiber’s Google workspace without any restriction in permission or access, whereupon it was subsequently viewed or downloaded by multiple actors and IP addresses. 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.

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

32. 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.

33. Nonetheless, on February 19, 2025, F.X. Flinn caused ECFiber to write GWI a letter attached as Ex. C, 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.

34. 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.

35. F.X. Flinn 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[.]”

36. 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.”

37. Despite his conflict of interest, Mr. Flinn 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].

38. 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, which GWI relied upon, 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).

39. 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.”

40. 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.

41. 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.

42. According to its Articles of Incorporation filed with the Vermont Secretary of State on or about March 17, 2025, VISPO's directors are F.X. Flinn, Daniel Leavitt, and Alessandro Iuppa, all of whom are members of ECFiber's governing board and who, upon information and belief, viewed and downloaded the surreptitiously recorded video file that Mr. Flinn had uploaded to ECFiber's workspace.

43. On April 4, 2025, ECFiber's Executive Committee convened an "emergency" meeting on a Friday afternoon and hastily approved a recommendation to the governing board that ECFiber approve an MOU with VISPO at the governing board meeting on April 8, 2025.

44. F.X. Flinn, Daniel Leavitt, and Alessandro Iuppa are all members of ECFiber's executive committee, and according to the meeting minutes, all three participated in this "emergency" Executive Committee meeting, without recusing themselves despite being directors of VISPO.

45. Even though ECFiber had previously informed GWI on February 19, 2025 of its intent not to extend or renew the Operating Agreement based on GWI's purported breach of the Operating Agreement (which to be clear, is false), ECFiber now claimed that the parties' continued negotiations over an extension of the Operating Agreement had failed because the parties were purportedly \$2.2 million apart in their negotiations.

46. ECFiber remarkably made this assertion without knowing or even commenting on what VISPO was going to charge the District in comparison to GWI.

47. Upon information and belief, in violation of its own Procurement Policy and Conflict of Interest Policy, ECFiber entered into an MOU with VISPO to take over as operator of

the District network on January 1, 2026, even though VISPO has no CEO, no employees, no experience, and no operations.

48. According to the meeting minutes, none of the ECFiber governing board members involved with VISPO, including Mr. Flinn, recused themselves from the board action approving this MOU.

49. No other CUD in Vermont contracts with a startup operator of its own creation to administer a rural broadband network. Upon information and belief, all other CUDs that have an operator went through an RFP process.

50. The upshot of this is that ECFiber will have to pay its current operator GWI through the end of the year, and on top of that staff, train, equip, and pay a startup for the remainder of the year, all under the transparently pretextual guise that a contract extension with GWI is somehow too expensive.

51. According to VISPO's web posting for the CEO position, it anticipates "approximately 30-35 full-time positions, several part-time positions and 5-9 part-time contractors." See <https://vispocompany.com/careers/> (last accessed May 14, 2025). That is several more positions than GWI staffs to support ECFiber, all of which need to be filled, trained, and compensated to take over by the end of this year.

52. Perhaps recognizing that the math does not add up, ECFiber has concocted a workaround: unilaterally develop a "Transition Policy" to impose on GWI that would force GWI without compensation to take VISPO on as an apprentice over the next six months, permit VISPO access to GWI's confidential and proprietary information and systems, and task GWI with responsibilities that are outside the scope of its work and also without compensation to train VISPO to take over.

53. On May 9, 2025, GWI through its counsel objected to ECFiber's proposed "Transition Policy." *See* Ex. D.

54. On May 13, 2025, over GWI's objection, ECFiber adopted its so-called "Transition Policy," substantially in the form of Exhibit E.

55. As part of this "Transition Policy," ECFiber also abruptly appointed Stan Williams, former ValleyNet executive and now a Director of VISPO, as "Clerk of the Works," a position that has remained unoccupied over the past two years and who is supposed to be "independent" under the Operating Agreement, and ECFiber purported to direct GWI to provide space for Mr. Williams within GWI's office space so that Mr. Williams could be embedded within GWI's operations for the remainder of the year.

56. The parties' Operating Agreement imposes no obligation on GWI to abide by ECFiber's "Transition Policy," which ECFiber adopted in order to shift the cost of setting up VISPO -- its own creation, no less -- onto GWI, and to blame GWI in the event that VISPO is unable to take over as operator in the new year.

57. Nor does the Operating Agreement require GWI to make its systems, personnel, and intellectual property accessible to a newly-formed (or any) competitor such as VISPO, in violation of GWI's confidentiality obligations to its customers.

58. Per Section 15, the Operating Agreement provides that it "embodies the complete understanding of the parties relating to the subject matter hereof, and may be modified and amended only by an instrument executed by both parties[.]" Accordingly, ECFiber cannot unilaterally amend the Operating Agreement to impose new obligations on GWI that it did not bargain for, call it a "Policy," and demand that GWI comply. *See* Ex. F (Operating Agreement).

59. The bond market has already begun to take notice of ECFiber's transition to an inexperienced, startup operator. According to a report published by S&P Global Ratings on May 8, 2025, ECFiber's rating outlook was revised downward to "negative," due to the ratings agency's "view that the district's planned transition to a new system operator in 2026 will expose ECFiber to a start-up operator that could present operational challenges if shortfalls in customer additions pressure financial metrics, as well as liquidity that will likely be reduced due to capital spending."

60. The rating agency went on to warn that "[i]f customer additions are not sufficient to support debt additions or if its new system operator in 2026 [*i.e.* VISPO] does not support customer growth or improvements in financial reporting consistent with projected financial metrics, we could lower the rating over the next two years." See "East Central Vermont Telecommunications District Rating Outlook Revised to Negative on System Operator Transition Risks," available at <https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/type/HTML/id/3366287> (last accessed May 14, 2025).

FIRST CAUSE OF ACTION
Misappropriation of Trade Secrets, 9 V.S.A. § 4601 et seq. (Against F.X. Flinn and ECFiber)

61. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 60 of this Complaint.

62. 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.

63. GWI undertook reasonable efforts to maintain the secrecy of its trade secrets, including its go-to-market strategy, service strategy, GWI's sales opportunities and customer opportunities, service pipeline, and future plans for current services.

64. 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.

65. 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.

66. 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.

67. F.X. Flinn has admitted that he engaged in this conduct as chair of the governing board of ECFiber, which is vicariously liable for his conduct..

68. 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 (Against F.X. Flinn and ECFiber)

69. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 68 of this Complaint.

70. 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.

71. 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.

72. F.X. Flinn disclosed and disseminated GWI's confidential information to at least two individuals serving on the ECFiber governing board who together with Mr. Flinn formed VISPO, and serve as Directors of VISPO, which is a competitor to GWI.

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

74. F.X. Flinn has admitted that he engaged in this conduct as chair of the governing board of ECFiber, which is vicariously liable for his conduct.

75. Mr. Flinn has publicly misstated the confidential and proprietary information that he illicitly gained from GWI to assert that an important reason to contract with VISPO and not GWI is that GWI intends to outsource Vermont jobs, which is wholly incorrect. GWI has invested in more resources and services for ECFiber and its other CUD customers in Vermont. It has added

Vermont jobs, not taken them away. Mr. Flinn's narrative is false, and not what the videorecording states as he well knows.

76. 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 (Against F.X. Flinn)

77. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 76 of this Complaint.

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

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

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

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

82. F.X. Flinn improperly interfered with GWI's prospective business relationship with ECFiber by his improper acts and conduct as aforesaid, for his own pecuniary gain and to provide an unfair advantage to GWI's competitor.

83. 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 (Against F.X. Flinn)

84. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 83 of this Complaint.

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

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

87. 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.

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

89. 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 (Against F.X. Flinn and ECFiber)

90. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 89 of this Complaint.

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

92. 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.

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

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

95. 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."

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

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

98. 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.

99. 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.

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

SIXTH CAUSE OF ACTION
Promissory Estoppel (Against F.X. Flinn and ECFiber)

101. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 100 of this Complaint.

102. 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."

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

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

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

106. GWI reasonably relied on F.X. Flinn's and ECFiber'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.

107. It is unjust for F.X. Flinn and ECFiber 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.

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

109. Injustice can be avoided only by enforcing F.X. Flinn's and ECFiber's promise.

SEVENTH CAUSE OF ACTION
Unjust Enrichment (Against F.X. Flinn)

110. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 109 of this Complaint.

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

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

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

114. 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.

115. 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.

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

EIGHTH CAUSE OF ACTION
Declaratory Judgment (Against ECFiber)

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

118. There exists an actual controversy between GWI and ECFiber as to the terms governing their respective obligations until the termination of the Operating Agreement on

December 31, 2025 -- specifically, whether ECFiber has the authority to impose a “Transition Policy” on GWI and whether GWI is required to abide by the same.

119. GWI contends that the parties’ established history and course of conduct, and the express language of the Operating Agreement are not only devoid of any obligation that GWI abide by a “Transition Policy,” but establish that such an obligation is expressly precluded by the contract.

120. The subject of termination of the Operation Agreement is addressed in multiple sections of the Operating Agreement, including Section 2-5.

121. None of these provisions addresses, let alone imposes, any obligation on GWI to train a successor without compensation during the term of the agreement.

122. Per Section 15 of the Operating Agreement “embodies the complete understanding of the parties relating to the subject matter hereof, and may be modified and amended only by an instrument executed by both parties[.]”

123. GWI has no obligation to liaise with Mr. Williams, a Director of VISPO or to work with VISPO, particularly without additional compensation, until the term of the Operating Agreement expires. As the Operating Agreement specifies at Section 17, GWI “is acting solely pursuant to an independent contractual relationship with District, and not as a fiduciary to District, or any other person.”

124. GWI is required to abide by the Operating Agreement as written, which it will continue to do for so long as it operates the District.

125. The “Transition Policy” adopted by ECFiber over GWI’s objection is not a “policy,” but rather a purported unilateral amendment of the Operating Agreement which is unenforceable and not permitted by the explicit terms of the Operating Agreement.

126. Accordingly, GWI is entitled to a declaration pursuant to 28 U.S.C. § 2201 that the “Transition Policy” adopted by ECFiber has no force or binding effect upon GWI.

NINTH CAUSE OF ACTION
Breach of Contract (Against ECFiber)

127. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 126 of this Complaint.

128. The Operating Agreement is an enforceable contract and is binding upon ECFiber.

129. Pursuant to Section 20(e) of the Operating Agreement, GWI “shall be solely responsible for hiring, compensating, supervising, disciplining and discharging 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[.]”

130. ECFiber violated the Operating Agreement by commandeering and purporting to supervise and direct the actions of at least one GWI employee, Employee 1, against the interests of GWI and in violation of multiple GWI policies and that employee’s confidentiality agreement.

131. At all relevant times, GWI has honored and performed its obligations to ECFiber under the Operating Agreement.

132. ECFiber’s breach of the Operating Agreement has caused cognizable harm to GWI and denied GWI the benefit of its bargain, as discussed herein.

TENTH CAUSE OF ACTION
Breach of Implied Covenant of Good Faith and Fair Dealing (Against ECFiber)

133. GWI repeats and incorporates by reference the allegations in paragraphs 1 through 132 of this Complaint.

134. The Operating Agreement is an enforceable contract and is binding upon ECFiber.

135. Inherent in the Operating Agreement is an implied covenant of good faith and fair dealing by the parties.

136. ECFiber has breached the Operating Agreement by accepting and disseminating the video recording of GWI's internal meeting without GWI's knowledge or consent and manufacturing a pretext for not renewing the parties' Operating Agreement based on a mischaracterization of the video recording (which it was never authorized to view in the first place).

137. ECFiber has breached the Operating Agreement's implied covenant of good faith and fair dealing by purporting to unilaterally amend the contract and imposing new obligations on GWI without its consent or compensation, and calling it a "Transition Policy" that GWI is required to follow.

138. ECFiber has breached the Operating Agreement's implied covenant of good faith and fair dealing by appointing a Director of VISPO as "Clerk of the Works," a long-vacant position that is supposed to be "independent," and purporting to require GWI to provide its competitor office space, access to GWI's personnel and systems, over a period of several months.

139. ECFiber has breached the Operating Agreement's implied covenant of good faith and fair dealing by appointing VISPO, a startup operator with no operational history, staff, or operations to succeed GWI, and force GWI to take that entity on as an apprentice and train it to replace GWI, without any contractual basis.

140. GWI has been cognizably harmed by ECFiber's breaches of the Operating Agreement's implied covenant of good faith and fair dealing.

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 ECFiber and 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 ECFiber and 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, enforcing a “Transition Policy” on GWI, and soliciting GWI’s employees;
- F. Award GWI restitution and disgorgement remedies;
- G. Enter a declaratory judgment that ECFiber’s “Transition Policy” is invalid and unenforceable under the parties’ Operating Agreement;
- H. Award GWI attorneys’ fees, costs, and interest allowed by law; and
- I. 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,

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Dated: May 14, 2025