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. 25-cv-354
Plaintiffs,	)	JURY TRIAL REQUESTED
F. X. FLINN and EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT	)	
Defendants.	)	
F. X. FLINN and EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT	)	
Counterclaim-Plaintiffs,	)	
BIDDEFORD INTERNET CORPORATION D/B/A GREAT WORKS INTERNET and GWI VERMONT, LLC,	)	
Counterclaim-Defendants.	)	

EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT'S EMERGENCY MOTION TO ENFORCE AND MODIFY THE COURT'S PRELIMINARY INJUNCTION ORDER OF AUGUST 11, 2025

Defendant East Central Vermont Telecommunications District ("District") moves the Court on an emergency basis to enforce its August 11, 2025 Order issuing a preliminary injunction regarding the transition of contract operators of the District's telecommunications network. ("Order") (ECF No. 47). In support of its motion, East Central Vermont Telecommunications District states as follows:

On August 11, 2025, the Court issued a preliminary injunction order intended to facilitate a sensible transition from the District's current operator to its future operator to protect 10,000 ECFiber customers, while remaining sensitive to GWI's business interests. However, after the July 29, 2025 hearing on the preliminary injunction—and either shortly before or after issuance of the Court's

Order—Plaintiffs and Counterclaim Defendants Biddeford Internet Corp. d/b/a Great Works Internet and GWI Vermont, LLC (collectively "GWI") made or attempted to make substantial changes to their operations as plainly explained in GWI's Request for Special Temporary Authority to Transfer Control of Domestic Authorization, *In re GWI and Mac Mountain, LLC*, No. 25-196 (Fed. Commc'ns Comm. Aug. 14, 2025) (the "FCC Filing")(attached hereto as Exhibit A).

Specifically, GWI: (i) imposed a substantial change to the District's procedures and configuration of its communications plant by firing the majority of GWI's skilled senior employees; (ii) planned to cease all operations in the State of Vermont; and (iii) planned to initiate a bankruptcy action. GWI's officers announced these plans and then apparently abandoned the ECFiber network and became unreachable. *Ex. A*. According to Mac Mountain, LLC, on August 12, 2025 it exercised certain warrants and assumed complete control over GWI. The terminated skilled senior employees of GWI were apparently re-hired, upon information and belief, by Mac Mountain, LLC or one of its subsidiaries[1], which took over GWI. *Id*. at 1-2. After seizing control of GWI, Mac Mountain, LLC also terminated GWI's officers. *Id*. at 1.

Neither Mac Mountain, LLC or GWI[2] informed the District of any of these events and have since failed to answer the District's questions on the status of its communications plant, or even the identity of the *actual* current employer of the ECFiber staff. Only through learning of the FCC filing in a report in the Vermont Digger published on August 20, 2025, did the District become aware of or have reason to investigate these matters. GWI's counsel did send a letter on Friday, August 22, 2025 to the undersigned, but wholly neglected to make any mention of the issues contained in the FCC

[1] On information and belief that subsidiary is Mac Mountain Lightcraft, LLC. The District understands that GWI/Mac Mountain, LLC are engaged in an effort to convert remaining GWI employees into employees of Mac Mountain Lightcraft, LLC.

[2] Mac Mountain, LLC's principal Alex Rozek and GWI's former CEO Kerem Durdag were both present in the audience at the July 29, 2025 Hearing.

Filing. A copy of that August 22, 2025 letter is attached as Exhibit B. The undersigned sent a letter dated August 25, 2025 asking for an explanation of the FCC Filing, among other things. A copy of that letter is attached as Exhibit C. GWI has not responded to that letter seeking information. Whether GWI currently employs staff to operate the District's ECFiber network—or, indeed, if GWI or GWI VT have *any actual employees* whatsoever—is unclear. No contract for temporary or independent contractor services to backfill employee vacancies has been presented to the District as required under the Operating Agreement and the potential for the operation of the District's communications plant by an unauthorized third party presents several concerns, including confidentiality concerns. In GWI's own words, its actions, "threatened not only the rural customers in Vermont that depend on [GWI] for service, but the future of [GWI] entirely." *Ex. A* at 3. GWI's silence in response to the District's reasonable inquiries and GWI's own statements in its FCC Filing raise grave concerns for the continued viability of GWI as the operator of ECFiber, and for ECFiber customers' continued access to reliable services absent relief setting guardrails that allow the District to protect its communications plant immediately.[3] As far as the District can tell, its network has not ceased to operate, but the District is left in an untenable situation with little or no insight into the actual operation of its network, or who is actually operating it.

The substantial reorganization of GWI and the ECFiber Staff described in GWI's FCC Filing undermined this Court's Order immediately before and after it was issued. GWI's lack of transparency

[3] With respect to other instructions within the Court's Order applicable prior to September 3, 2025—the date no later than which the District must be provided with "full access to all billing, customer service, network management, outside plant and marketing operations related to ECFiber," (Order at 19, ¶ 8)—the extent of the District's knowledge is that GWI has not substantially complied. The District identified persons to whom immediate access to the District's communications plant should be provided on August 14, 2025. A copy of the undersigned's August 14, 2025 letter is attached as *Exhibit D.* GWI has granted some surface-level access to Sage but has not extended full access and has extended no access to Vision to date. *See Ex. B*. GWI appears to believe that the District is not in compliance with the Order, accusing the District in a letter from GWI's counsel of unexplained "misconduct" in bare, conclusory accusations for which GWI has declined to attempt to substantiate with any evidence, or connect to the substance of the Order. *See* (*id.* at 1). GWI's accusations are meritless. *Ex. C.*

jeopardizes the District's ability to adequately supervise and protect its network. GWI's conduct exceeds GWI's rights under the Operating Agreement, and puts the services relied upon by ECFiber customers at an even more immediate risk than the conduct that necessitated the District's Motion for Preliminary Injunction in the first place. The District respectfully requests the Court enforce and to the extent necessary modify its Preliminary Injunction Order by: (i) finding that GWI's conduct described in the FCC Filing violated the Court's August 11th Order; (ii) finding that GWI's failure and subsequent refusal to inform the District of its material changes to its workforce and the conduct described in the FCC Filing violates its August 11th Order; and, in order to remedy these violations and enforce the Order, (iii) ordering GWI to refrain from operating the ECFiber network through personnel who are not employees of GWI, or authorized by the District pursuant to the restrictions imposed upon GWI by the Order and the parties' Operating Agreement; (iv) authorize the District to exercise full and actual control over the ECFiber network to the extent necessary to preserve the safety and stable operation of the ECFiber network; and (v) order that the District may elect to take actual, full, and complete control over its ECFiber communications plant by notifying GWI in writing and tendering to GWI payment in satisfaction of any sums then owed to GWI under the parties' Operating Agreement.

ARGUMENT

I. GWI's conduct shattered the status quo and violated the Order, jeopardizing thousands of Vermonters without notice to the District.

The Order sets sensible guardrails to ensure the protection of the District's network and ensure a stable transition between contract operators. The District's Transition Policy was promulgated for this same purpose. As the Court is well-aware, GWI vehemently refused to recognize or *even discuss* the contents of the Transition Policy. To date, GWI refuses to follow the Transition Policy, only

grudgingly doing the bare minimum required in the enumerated paragraphs of the Order.[4] In its Order, the Court found that GWI's whole-cloth rejection of the Transition Policy and refusal to cooperate in a transition process created a likelihood of irreparable harm, (Order at 10), likely violated the parties' Operating Agreement, (*id.* at 15), that the public interest weighed strongly in favor of a stable, orderly transition between operators, (*id.* at 16), and ordered, in relevant part:

(i) "GWI and GWI VT shall maintain the District's systems, procedures, data, and configurations of the District's communications plant[] in the same manner as those procedures, data, and configurations in use on July 29, 2025, without taking, modifying, resetting, disposing, selling, transferring, or discontinuing until December 31, 2025."[5] (Order at 18, ¶ 1); and (ii) "GWI and GWI VT shall make no changes to the District's customer management systems, billing and payment systems, customer service systems, and other related business systems as they were in use on July 29, 2025." (Order at 18, ¶ 3).

A large-scale dismissal of GWI employees responsible for the reliable operation of the District's ECFiber network violated the Order's spirit and its plain language, and demonstrated a plain intent on the part of GWI not to continue to operate, but to fold and shirk its obligations notwithstanding its professed concern for the ECFiber customers at the July 29, 2025 hearing. GWI's failure to even alert the District to these matters shows a fundamental disregard for the District and unreasonably put its Vermont customers at risk. GWI's reduction or reassignment of employees serving the ECFiber network imposed a significant alteration to the procedures and configurations of the network and imposed significant changes to the "customer management systems, billing and

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[4] While also disparaging the District and attempting to sow confusion and concern and mislead the public through full-page ads in the newspaper, linking to the new site: https://www.savevtinternet.com/ (registered on August 14, 2025), and false statements to the Vermont Community Broadband Board.

[5] The Order allows for certain changes where necessary and consistent with the Operating Agreement. The changes in the FCC Filing were neither necessary nor consistent—they were tantamount to abandonment of the communications plant.

payment systems, customer service systems, and other related business systems" in violation of the Order. (Order at 18).

Since the Order, GWI has refused to participate in a nuts-and-bolts discussion about transition and has in fact doggedly insisted that it must do no more and no less than what is explicitly stated in the Order (see Exs. B and C). The District therefore anticipates that GWI will argue that nothing in the Order prohibits GWI from terminating its employees (who it vigorously asserted were vital to its continued operation at the July 29, 2025 hearing) or even the essential abandonment of the communications plant described in the FCC Filing. If there were any basis for reasonable disagreement as to whether the scope of the Court's instructions in Paragraph 1 of the Order (Order at 18) (instructing no change to systems, procedures, data and configurations of the ECFiber network) applied to the fact that GWI provided its services through its own employees, any such disagreement cannot survive the straightforward instructions in Paragraph 3. Paragraph 3 orders GWI to maintain the status quo of maintaining its own employees and not outsourcing the operation of ECFiber to a third party, because the "District's customer management systems, billing and payment systems, customer service systems, and other related business systems" (Order at 18, ¶ 3), fundamentally include the GWI personnel who implement those systems.

There can be no reasonable disagreement, and GWI agrees, that the systems which allow ECFiber to operate include essential contributions from human beings; one of GWI's constant arguments opposing the preliminary injunction was that any transition was doomed to fail because the *VISPO* team was too small. (Order at 10) ("In its arguments against the preliminary injunction, GWI has repeatedly highlighted that the new operator . . . does not have any employees. . . . The court cannot conclude VISPO will not be sufficiently staffed to operate ECFiber on January 1, 2026."). Although GWI's argument that the Transition Policy was unenforceable because it appeared pointless

to GWI was misplaced, its focus on how many employees VISPO has unequivocally shows that GWI understands and agrees that the systems through which ECFiber operates include human beings to perform essential functional tasks. As a result, the parties' papers show fundamental agreement that employees constitute an inseparable part of the systems that operate ECFiber and are expressly covered by the Order in Paragraph 3, at a minimum. GWI violated the text and the spirit of the Order by "firing [of] a majority of [GWI's] highly skilled senior employees, without notice or a plan for how to handle their responsibilities," (Exhibit A at 2) and causing those employees to apparently be outsourced to an inappropriate third party. GWI failed to take any steps to bring these issues to the District's attention, and to this date has not explained its existing circumstances, all of which unreasonably put the District's network and its customers at risk. The District has no assurance that there will not be a repeat of this conduct from GWI, nor should it be required to take GWI at its word (which it has still not given) that there shall not be.

II. If GWI and Mac Mountain, LLC have in fact shifted the services necessary for operating ECFiber to an unknown third party, their conduct undermines the purpose of the Order and is in further breach of the parties' Operating Agreement.

Making substantial personnel changes contrary to the Court's Order does more than violate the instructions from the Court to maintain the status quo between the parties: it inevitably violates the parties' Operating Agreement, which the Court expressly held confers on the District the "ability to prevent GWI from entering into a contract with a third-party, where that contract is greater than $50,000 in one year." (Order at 14) (citing the parties' Operating Agreement at 3). By firing its personnel, and rehiring them apparently under Mac Mountain, LLC or a subsidiary, resulting in the outsourcing of personnel working on ECFiber service with a third party not in a contractual relationship with the District, GWI breaches the parties Operating Agreement by: (i) shifting an obviously key and valuable component of GWI's work for the District—having employees—to a third-party contractor without approval from the District; and (ii) failing to notify the District of the

"change" or "difficulty" presented by the actions described by GWI in its FCC Filing as the Operating Agreement requires.[6] Furthermore, if this is the case, then GWI has provided an unauthorized third-party with access to sensitive District data and systems without any contractual safeguards.

GWI's responsibility to operate the District's network does not include the authority to unilaterally decide to outsource the functions of GWI employees. As the Court observed in its Order:

> [T]he District's ability to prevent GWI from entering into a contract with a third-party, where that contract is greater than $50,000 in one year, is entirely within the terms of the Operating Agreement . . . . The Operating Protocol provides further clarification as it relates to contracts under $50,000 within any one year, providing that GWI can sign those "without prior approval, *pursuant to formal District authorization*."

(Order at 14).

According to *GWI itself*, GWI employees who were fired by GWI sometime in early August 2025 were "rehired" apparently by a third party other than GWI sometime after August 12, 2025. (Exhibit A at 3–4) (stating "Transferee [Mac Mountain, LLC] has since rehired the critical employees who were let go [by GWI]" and bearing the signature of Scott Sampson, President of Biddeford Internet Corp. d/b/a/ GWI).

The Court concluded that parties' Operating Agreement provides that the District's authorization is ultimately required whether or not a contract is greater or less than $50,000 in a single year, (Order at 14); as a result, the Operating Agreement does not provide for GWI to unilaterally choose to outsource its personnel needs to a third party if it has done as it apparently has. The District pays GWI approximately $2-3,000,000 each year for the salaries of employees operating the ECFiber

[6] The involvement of a third party (Mac Mountain, LLC) cannot excuse GWI's misconduct; indeed, the record before the Court is replete with instances demonstrating the involvement of Mac Mountain with GWI and the District's ECFiber business since at least 2023. See (Exhibit A at 2) (explaining "Transferee [Mac Mountain LLC] had previously issued a warrant dated September 21, 2023 to Transferor [GWI]"); (Decl. of K. Durdag, ¶ 4, ECF No. 31-2) ("GWI has strategically utilized financing from Mac Mountain . . . ."); (ECF No. 31-9) (attaching a consulting proposal prepared for Mac Mountain as evidence supporting GWI's papers regarding preliminary injunction).

network. Any amount of outsourcing of the employees who actually operate the ECFiber network to a third party is guaranteed to run afoul of the Operating Agreement's requirement for prior authorization by the District. (Order at 14). Because the $50,000 threshold only relates to whether GWI may start a contract with a third party before or after it receives the District's authorization, (*id.*), the precise value of services GWI and its third party affiliate are attempting to outsource is immaterial—either way, GWI's decision to utilize a third-party contractor for services used to operate ECFiber is contingent upon the District's authorization. Neither GWI nor any representative of GWI attempted to communicate with the District to authorize the use of a third party to employ the personnel operating the ECFiber network. The District is troubled by the reports—including from GWI itself—of GWI's dismissal of employees operating the ECFiber network and would never have authorized such an apparently de-stabilizing choice by GWI in the midst of the parties' challenging transition to a new operator.

Additionally, the parties' Operating Protocol expressly requires GWI to "[p]romptly inform the District of changes or difficulties" in its work under the Operating Agreement. (Exhibit A to July 29 Hearing at 8, ECF No. 45-3; 24-2). The Order instructs that "GWI and GWI VT shall continue to provide information to the District as required by the Operating Agreement and Operating Protocol . . . ." (Order at 20, ¶ 12). All of the events described in the FCC Filing should have been reported to the District. They have not done so before or after the fact. GWI's actions, in addition to violating the Order, violate the parties' Operating Agreement in a de-stabilizing way *immediately* after the District required relief from the Court to protect the status quo of the network's operation. The District—once again, regrettably—requires the Court's relief to protect the stability of the transition between Operators and enforce the District's contractual rights to oversee a stable, consistent transition

between contract operators. The District respectfully requests further and additional relief from the Court in enforcing its right to oversee a stable and organized transition of its network operations.

III. GWI's conduct is not harmless, has not been remedied and should be restrained.

GWI has no excuse for violating the terms of the Court's Order and for violating the limitations placed on its ability to unilaterally contract for third-party services under the Operating Agreement. However, GWI will no doubt point out that the ECFiber network has remained operational (to the extent GWI has actually reported any challenges to the District). GWI is not relieved of its obligation to comply with either the Court's Order or the parties' Operating Agreement merely because its violations apparently did not cause the network to cease functioning to the extent the District is able to detect or GWI has reported problems.

In addition to violating the Court's Order, which exposes GWI to the possibility of sanctions as a matter of law, *Inst. of Cetacean Research v. Sea Shepard Conservation Society*, 774 F.3d 935, 945 (9th Cir. 2014) ("Civil contempt consists of a party's disobedience to a specific and definite court order by failure to take all reasonable steps within the party's power to comply.") (citation omitted); *Paramedics Electromedicina Comercial, Ltda. v. GE Med. Sys. Info. Techs., Inc.*, 369 F.3d 645, 655 (2d Cir. 2004) (explaining "[a] party may be held in civil contempt for failure to comply with a court order if '(1) the order the contemnor failed to comply with is clear and unambiguous, (2) the proof of noncompliance is clear and convincing, and (3) the contemnor has not diligently attempted to comply in a reasonable manner," and specifying that whether an order was violated willfully is immaterial), *see U.S. v. Acquest Transit, LLC*, 2010 WL 6350470, at *9–10 (W.D.N.Y. Aug. 9, 2010) (applying same to violation of preliminary injunction), GWI's breach of the Operating Agreement under instructions to maintain the status quo materially undermines the District's right and ability to oversee an orderly transition between contract operators.

GWI's conduct described in its FCC Filing, and Mac Mountain's own conduct, including the unannounced takeover of GWI, materially changes the bargain of the Operating Agreement, impairs the District's right to exercise control over its network by apparently making essential employees responsible to a non-party, and opens the District's communication plant to access which the District has not approved. Because the Court has already found that GWI's noncompliance with the Transition Policy creates a likelihood of irreparable harm, it naturally follows that this latest development in GWI's rogue conduct jeopardizes a safe and reliable transition between contract operators. Further still, under the clear language of the Order, Operating Agreement, and Operating Protocol, none of these are permissible events that the District should be forced to accept.

IV. GWI and Mac Mountain, LLC's conduct calls for enforcement and modification of the Court's Preliminary Injunction Order.

"A district court's authority to [enforce a preliminary injunction through a] contempt order derives from its inherent power to sanction litigation abuses which threaten to impugn the district court's integrity or disrupt its efficient management of case proceedings." *AngioDynamics, Inc. v. Biolitec AG*, 780 F.3d 420, 426 (1st Cir. 2015) (internal quotation marks omitted). "A district court has inherent authority to modify a preliminary injunction in consideration of new facts." *A&M Records, Inc. v. Napster, Inc.*, 284 F.3d 1091, 1098 (9th Cir. 2002) (citing *Sys. Fed'n No. 91, Ry. Empls. Dept. v. Wright*, 364 U.S. 642, 647–48 (1961)), *cited in Lakeview Neurorehabilitation Ctr., Inc. v. Care Realty, LLC*, 2008 DNH 111, 2008 WL 2229017, at *5 (D.N.H. May 28, 2008). "[I]n modifying a preliminary injunction, a district court is not bound by a strict standard of changed circumstances but is authorized to make any changes in the injunction that are equitable in light of subsequent changes in the facts or the law, or for any other good reason." *Loudner v. United States,* 200 F. Supp. 2d 1146, 1148 (D.S.D. 2002) (quoting *Movie Sys., Inc. v. MAD Minneapolis Audio Distribs.,* 717 F.2d 427, 430 (8th Cir. 1983)).

What is "equitable in light of subsequent changes" here is challenging to fully articulate. For example, if employees have been fired and rehired by another entity, ordering a return of those employees to GWI would certainly tread on the rights of those individual employees to choose where they work—that relief does not appear appropriate. However, relief targeted towards curtailing any further harm to the District or its customers due to GWI's conduct and Mac Mountain, LLC's conduct and treatment of the District's communications plant *does* appear appropriate.

Mac Mountain, LLC itself is also not beyond the reach of the Court in this F.R.C.P. 65 proceeding. Under Rule 65(d)(2) the parties' officers, agents, servants, employees, attorneys and any other persons who are in active concert or participation with anyone described in Rule 65(d)(2)(A) and 65(d)(2)(B) are bound by the Court's Order. Rule 65(d), according to the Supreme Court, is "derived from the common-law doctrine that a decree of injunction not only binds the parties defendant but also those identified with them in interest, in 'privity' with them, represented by them or subject to their control[;] In essence it is that defendants may not nullify a decree by carrying out prohibited acts through aiders and abettors, although they were not parties to the original proceeding." *Regal Knitwear Co. v. N.L.R.B.*, 324 U.S. 9, 14 (1945) (affirming the order of the United States Court of Appeals for the Second Circuit which enforced injunctive relief against an affiliated entity not itself a party to N.L.R.B. proceedings).

Here, corporate machinations between GWI and Mac Mountain do not remove GWI from its responsibility to comply with the Order or Mac Mountain, LLC from reach of the Court. "District courts have broad discretion to enjoin third parties who receive appropriate notice of the court's injunctive order." *ADT Sec. Servs., Inc. v. Lisle-Woodridge Fire Protection Dist.*, 724 F. 3d 854 (7th Cir. 2013). Whatever business arrangements exist between GWI and Mac Mountain, those interests are secondary to GWI's legal obligations pursuant to this Court's Order of August 11th; GWI is not

relieved from compliance with the Order upon Mac Mountain exercising some right it has to influence GWI's actions, and Mac Mountain's conduct in violation of the Order is not excused—indeed Mac Mountain's owner was present at the July 29, 2025 hearing and is in fact aware of the terms of the Order. The Court is, of course, fully empowered to enforce the obligations that attach to GWI under the Order.

Here, the Order's numbered instructions directing GWI to maintain the status quo of its work operating the ECFiber network according to the status quo of July 29, 2025, were clear and unambiguous. The evidence of GWI's failure to comply with the Court's instructions is clear and convincing, as it comes from GWI itself. By effectively reorganizing its workforce against the terms of the Operating Agreement and Order of this Court, GWI made maintenance of the status quo impossible, unless it is indeed possible to wind back time to a point where GWI's workforce is intact as on July 29, 2025 as stated in the Order. The District regrets GWI's conduct but cannot turn back time and its only interest is in the safe, stable maintenance of its communications plant and the well-being of the personnel who make its service possible. The District contends with respect that the only way to ensure the safety and stability of its ECFiber network is for the Court to put in place additional strict guardrails to curtail GWI's conduct and that the District be authorized to exercise whatever control is required to ensure the network is maintained as the Court ordered on August 11th.

CONCLUSION

For the foregoing reasons, the District respectfully requests the Court enforce its Preliminary Injunction Order by: (i) finding that GWI's conduct described in the FCC Filing violated the Court's August 11th Order; (ii) finding that GWI's failure and subsequent refusal to inform the District of its material changes to its workforce and the conduct described in the FCC Filing violates its August 11th Order; and, in order to remedy these violations and enforce the Order, (iii) ordering GWI to refrain from operating the ECFiber network through personnel who are not employees of GWI, or

authorized by the District pursuant to the restrictions imposed upon GWI by the Order and the parties' Operating Agreement; (iv) authorize the District to exercise full and actual control over the ECFiber network to the extent necessary to preserve the safety and stable operation of the ECFiber network; and (v) order that the District may elect to take actual, full, and complete control over its ECFiber communications plant by notifying GWI in writing and tendering to GWI payment in satisfaction of any sums then owed to GWI under the parties' Operating Agreement. The District also requests reimbursement for reasonable attorney's fees and costs associated with requesting this emergency relief in light of GWI's actual conduct, and subsequent non-communication.

Dated: September 3, 2025

By: */s/ Ryan Long*

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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. 25-cv-354
Plaintiffs,	)	JURY TRIAL REQUESTED
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Defendants.	)	
F. X. FLINN and EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT	)	
Counterclaim-Plaintiffs,	)	
BIDDEFORD INTERNET CORPORATION D/B/A GREAT WORKS INTERNET and GWI VERMONT, LLC,	)	
Counterclaim-Defendants.	)	

LIST OF EXHIBITS TO
East Central Vermont Telecommunications District's
Emergency Motion to Enforce and Modify the Court's
Preliminary Injunction Order of August 11, 2025

EXHIBIT	**DOCUMENT**
A	August 14, 2025 Request for Special Temporary Authority to Transfer Control of Domestic Authorization, *In re GWI and Mac Mountain, LLC*, No. 25-196 (Fed. Commc'ns Comm.)
B	August 22, 2025 Letter to Ryan Long from Attorney Wolkoff
C	August 25, 2025 Letter from Ryan Long to Attorney Wolkoff

EXHIBIT A

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of **Biddeford Internet Corp. d/b/a Great Works Internet**, *Transferor* and **Mac Mountain, LLC**, *Transferee* Joint Application for Consent to Transfer Control of Domestic and International Authorizations Pursuant to Section 214 of the Communications Act of 1934, as Amended, Held by Biddeford Internet Corp. d/b/a Great Works Internet	WC Docket No. 25-196

REQUEST FOR SPECIAL TEMPORARY AUTHORITY TO TRANSFER CONTROL OF DOMESTIC AUTHORIZATION PURSUANT TO SECTION 214 OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, HELD BY BIDDEFORD INTERNET CORP. D/B/A GREAT WORKS INTERNET

Pursuant to Section 214(a) of the Communications Act of 1934, as amended, 47 U.S.C. § 214, Biddeford Internet Corp. d/b/a Great Works Internet ("Transferor") and Mac Mountain, LLC ("Transferee") (collectively, "Applicants"), hereby request that Special Temporary Authority ("STA") for service be granted to Mac Mountain pending the Federal Communications Commission's ("Commission") consideration of the Applicants' request for approval for the transfer of control of the domestic Section 214 license held by Transferor to Transferee. The Restated Application for transfer of control of Transferor's domestic and international Section 214 licenses was previously filed with the Commission on July 11, 2025; approval for transfer of control of the international Section 214 license was granted on August 8, 2025.

As described in the Application, Transferee had previously issued a warrant dated September 21, 2023 to Transferor. Since filing of the Application, an emergency situation forced Transferee to exercise that warrant on August 11, 2025 and assume control of Transferor on August 12, 2025.

Specifically, as Transferor ran out of funds to run its operations and was unable to agree on the terms of additional funding from Transferee, its then-officers began a series of erratic and ill-advised moves that not only violated their fiduciary duties but threatened the future of the Transferor to continue providing service to customers, particularly in rural Vermont. Such actions included, for example:

- firing a majority of Transferor's highly skilled senior employees, without notice or a plan for how to handle their responsibilities;
- ceasing to pay its vendors, including the wholesale telecommunications service providers whose service Transferor resells, causing one such major vendor to send a default notice and Opportunity to Cure, advising that service would be terminated unless a payment arrangement was reached, and then further breaching that payment agreement once one was reached with that vendor;
- announcing internally a plan to cease all operations in the State of Vermont, without notice to the Commission, the State, its employees or its customers;
- stating a plan to file for Chapter 11 bankruptcy reorganization, without informing Transferee and in disregard for the fact that such filing would cause Transferor to lose multiple contracts for service and interfere with its applications for funding under various government broadband programs;

- willfully withholding critical financial information from the Chief Administrative Officer, who had been communicating with Transferee about its loan to the Transferor;
- moving and then cancelling Board meetings in violation of its loan covenants so that Transferee could not seek to prevent the above and/or suggest alternative plans; and
- "leaving town" and becoming unreachable for several days as the above unfolded, so that Transferee could not engage in any meaningful discussions.

These actions threatened not only the rural customers in Vermont that depend on Transferor for service, but the future of Transferor entirely.

Transferee learned of these actions this week when employees alerted Transferee to the ongoing situation and the internal announcements. To halt these actions and prevent the bankruptcy filing, Transferee had no choice but to exercise the warrant and take control of Transferor. It did so on August 12, 2025. Transferee has since rehired the critical employees who were let go, reestablished payment arrangements with critical vendors, and established new management that shares its vision of providing high quality services to the rural citizens of Vermont, Maine and New Hampshire.

This request for Special Temporary Authority, as well as the Application, if granted by the Commission, is in the public interest, and will not impair the adequacy or quality of service provided to customers.

Applicants acknowledge that a grant of this request for Special Temporary Authority will not prejudice any action that the Commission may take on the Application. Applicant further acknowledges that Special Temporary Authority can be revoked by the Commission on its own motion without a hearing, and that the granting of Special Temporary Authority and the underlying Application will not preclude enforcement action.

Respectfully submitted,

/s/ Danielle Frappier
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Counsel to Mac Mountain, LLC

August 14, 2025

EXHIBIT B

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August 22, 2025

Via E-Mail
RLONG@PRIMMER.COM

Ryan Long, Esq.
Primmer Piper Eggleston & Cramer PC
30 Main Street, Suite 500
Burlington, VT 05402

Re: ECFiber

Dear Ryan:

We are writing to bring to your attention the District and VISPO's continuing misconduct and also to respond to your letter of August 18 letter. For one, the District and VISPO are continuing their unlawful efforts to attempt to poach GWI's employees, the vast majority of whom have entered into employment agreements with GWI that contain non-compete restrictions. We understand that the District and VISPO are actively encouraging these individuals to violate their non-compete obligations and advising them that their contractual obligations are legally unenforceable. This must stop immediately, and any GWI employees who have been poached must be returned to GWI's employ.

We first brought this to your attention on July 18, 2025 following the "anonymous" mail solicitation sent to the personal P.O. Box of GWI Vermont, LLC's Director of Operations, Dannielle Mumma. Tellingly, neither the District nor VISPO responded or denied responsibility for that flagrant misconduct. It is clear that the District, VISPO, or both, were responsible for that solicitation. GWI will not sit idly by but rather will seek a preliminary injunction to enforce its rights if this continues.

Furthermore, ECFiber continues to refer publicly to the idea that GWI's employees are "ECFiber staff." Mr. Childs said as much in his email to Mr. Cecere just last evening, even though use of this reference was thoroughly debunked at the July 29 hearing. ECFiber has no employees of its own. 7/29/2025 Tr. 58:17-19. Mr. Flinn even testified under oath that "contacting the [GWI] employees would have constituted interference with them" and "[t]hat's why we haven't negotiated with any of the employees." 7/29/2025 Tr. 60:2-3, 75:19-20. Mr. Flinn's sworn testimony is contradicted by the District's ongoing actions and public statements. The District

should refrain from deceiving the public and misrepresenting that there is any such thing as "ECFiber staff" and should immediately stop communicating with GWI's employees regarding possible employment at VISPO.

Regarding the provision of "access" to certain systems, GWI has provided Mr. Childs and Mr. Canavan access to Quickbooks. Contrary to the assertion in your August 18 letter, Mr. Childs' access was never terminated. It is likely that he experienced some technical difficulties, which we understand are no longer an issue. GWI has been working to ensure that providing access to Sage will not commingle non-ECFiber confidential information, which is expressly authorized by the Court's Order. We expect that access to Sage will be provided as soon as today or, in any event, quite soon.

Your August 18 letter requests an "explanation" and "detailed backup" as to any costs associated with providing access to Quickbooks, Sage, and Vision. No advanced explanation or approval is required by the Operating Agreement or the Court's Order. GWI is entitled to be compensated for its reasonable work associated with providing such access, complying with the Order, and disaggregating non-ECFiber information. GWI's employees will be recording their time and billing it to the District, pursuant to the Operating Agreement and the Judge's Order. The District's obligation is to pay the amounts due. It's that simple.

On the subject of paying what is owed, Mr. Cecere and Mr. Childs met this week to discuss the District's nearly $78K in arrears. Mr. Childs has committed to pay approximately $62K of those arrears. While that is progress, the District is still $16K in the hole, and GWI's patience is wearing thin. The District's objection that GWI's employees have performed work for other customers besides the District and Lyme Fiber for the past several months (for which it has <u>not</u> billed the District) is not a valid reason to withhold any monies for work that GWI has performed for the District. The ball has been in ECFiber's court since well before the July 29 hearing. Mr. Childs must reach and communicate his final decision on the $16K due and owing and then pay that amount by the close of business on <u>Monday, August 25</u>. GWI expects to be paid in full. If he determines otherwise, GWI will move the Court for appropriate relief, including attorneys' fees, to force the District to comply with the Court's August 11 Order.

Finally, you should know that Mr. Williams and Mr. Sundaram's unannounced visit to the Waterman Road building yesterday was extremely disruptive and discomfiting for GWI's employees. Several of them were engaged in videoconference calls, which were interrupted by their visit. This lack of notice and courtesy sets an extremely poor precedent for the transition. Regardless of how much enjoyment your client derives from flexing its muscle in this manner, the District and VISPO have clearly lost sight that the mission here is to serve District subscribers, who do not stand to benefit from a disruptive work environment for GWI's employees. We are paying close attention and will independently document each and every one of these unannounced visits, and bring to the Court's attention the level of disruption caused by the District and VISPO.

Very truly yours,

Harvey J. Wolkoff

HJW

cc: Evan J. O'Brien, Esq.
Keefe Clemons, Esq.

EXHIBIT C

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August 25, 2025

VIA EMAIL

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RE: District Authorization to Access the District's Communications Plant

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Dear Harvey:

I will respond to your August 22, 2025 letter below. But, first, Mac Mountain, LLC and Biddeford Internet Corp., jointly filed the attached with the FCC on August 14, 2025 ("FCC Filing"), the day after our mediation reflecting many concerning events taking place between August 11, 2025 (the date of the preliminary injunction order) and that date. I note that no one at GWI informed the East Central Vermont Telecommunications District of Mac Mountain's takeover of GWI, let alone the apparent internal chaos within GWI which, as it states in the FCC filing, "threatened the future of [GWI] to continue providing service to customers, particularly in rural Vermont." I also note that "[Mac Mountain] has since rehired the critical employees who were let go . . .". I appreciate that your stated position is that GWI has no intent to discuss or cooperate with the transition but will do only the bare minimum of what is required pursuant to the Court's August 11, 2025 Order. However, the lack of information and transparency is not in anyone's interest, particularly the interests of the customers. Please provide a full and transparent explanation of whether GWI still exists and in what form, and whether it is GWI or Mac Mountain or some combination of the two which is currently operating the District's network. Clearly, Mac Mountain has no contract with the District, and GWI has not presented any contract to the District for approval which would authorize Mac Mountain or its employees to operate ECFiber or for GWI to sub-contract Mac Mountain for services. The FCC Filing and GWI's complete lack of communication on this issue, including in your letter, is deeply concerning, and I would like to have a better understanding of what is happening so I can decide whether immediate intervention is needed to protect my client's customers.

On response to your August 22, 2025 letter—it is unfortunate that I have to set the record straight, but I have to assume from your letter that you are only in part aware that Mr. Childs and Mr. Cecere spoke and Mr. Cecere agreed to provide backup for the executive time and that the District will hold $16k until after it has received and reviewed that backup. Mr. Cecere has not yet

provided that information. When he does, Mr. Childs will look at it and make the payment appropriate. We do not agree to the arbitrary deadline of Monday, August 25. We do not agree that simply because GWI put something in its invoice that the District must pay it without question and without backup—not even the most liberal reading of the Order supports that obligation. If you feel you must ask the Court to intervene, then we will certainly have an opportunity to discuss whether charges for GWI's work on attempting to negotiate a contract with the District somehow constitutes "reasonable work" for which GWI is entitled to compensation under the Operating Agreement (i.e., costs associated with operating the communications plant). We will likewise seek our attorney's fees in defending what appears to be a three or four figure disagreement.

We have gone over the ECFiber Staff issue several times for months. This line is an unproductive red herring and I suggest we move on. No one refers to McDonald's employees as employees of the Napoli Group or Coughlin, Inc. GWI is not the brand. ECFiber is the brand. There has never been a dispute that the ECFiber Staff are GWI's W2 employees—or were. However, based on the FCC Filing at least some ECFiber Staff are apparently not GWI employees and GWI should stop referring to them as such. Given the confusion as to who is the actual employer after the actions described in the FCC Filing, it appears simpler to continue to refer to the people actually operating ECFiber as ECFiber Staff.

On your July 18, 2025 anonymous mailing, I have asked both the District and VISPO, and have been told that that mailing did not come from either party—I specifically made your colleague, attorney O'Brien, aware of this during our discussion on stipulation to exhibits ahead of the preliminary injunction hearing. It is unfortunate that I have to also set the record straight on this issue. I assumed that this information shared with Mr. O'Brien contributed to your election not to attempt to put that letter into evidence. So, I was surprised to see this resurface in today's letter. I note, as you do, that there is no return address and the postmark is from Connecticut, not Vermont. I note, also, that the letter was not signed. While not everyone signs their letters, the District does.

Thank you for the update on Sage access. Is there any impediment to providing access to Vision immediately, or is GWI waiting until September 3, 2025 to do so? If there is no impediment to providing immediate access, please do so, as a transition that allows the District and VISPO as much time as possible is clearly the intent in the Order.

Mr. Williams and Mr. Sundaram had every right to visit the ECFiber facility at Waterman Road and they did so respectfully and in no way interrupted any of the surprisingly few ECFiber Staff present. Mr. Williams gave Mr. Sundaram a tour of the facility—which is clearly appropriate as Mr. Sundaram should become familiar with the facility which will house VISPO. Those who were on videoconferences were in offices, and Mr. Williams and Mr. Sundaram did not even knock on their doors.

Mr. Wolkoff, it is not the District that is setting the wrong tone here, it is GWI and Mac Mountain. The District has extended olive branch after olive branch to your client to discuss a cooperative transition. Your client has taken the position that it will not cooperate in any way that was not clearly directed by the Court in the Order. As I have stated multiple times, if you would like to discuss an agreement on notice, then we are willing to do so in the context of having a professional discussion about a cooperative transition. There is no benefit to GWI to continue to be non-cooperative or threatening to run to the Court when it is inconvenienced—only harm to the District and its customers. I respectfully ask GWI to reconsider this tactic.

Sincerely,

/s/ Ryan Long

Ryan M. Long, Esq.

Cc: Evan O'Brien, Esq.
Keefe Clemons, Esq.