

I've been getting a lot of calls from Blue Flame customers and I have to ask you:

Tired of the propane roller coaster? 🤖

Tired of the gimmicks? 😞

Looking for consistent, fair propane pricing and great service? 😊

Want to save some money on trash collection? 🤖

Join the Galway Co-op before November 30, 2009.

I'll pay your \$35.00 membership fee this year. 🤖

Michael Casadei, Founder 🤖

Galwayco-op.com

882-5445



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Of Counsel:

John D. Rodgers

August 31, 2009

Certified Mail - RRR

Mr. Michael Casadei
 Galway Co-op.com
 PO Box 600
 Galway, New York 12074

Re: Galway Co-op
 Propane 4Less.com Website
 Our File No. L-BLUEFLAME.09.03998

Dear Mr. Casadei:

This office is counsel to The Blue Flame Gas Co., Inc. ("Blue Flame") which you reference in a disparaging light at your above-noted website. The purpose of this communication is to inform you that our office has been retained to examine the representations, promotions, suggestions and implications expressed and otherwise inherent in your website promotion in light of applicable federal and state law and, if necessary, to take appropriate legal action to seek redress for any violations. You should be aware that promotions of the nature contained on your website are governed and regulated by the Federal Lanham Act (15 USCA § 1125), New York State law respecting tortious unfair competition and, in the arena of consumer protection, the provisions of, *inter alia*, § 350 *et. seq.* of New York General Business Law.

The Lanham Act provides civil remedies to competitors who are aggrieved or victimized by false or misleading statements concerning either their own products or those of a competitor which tend to deceive a substantial portion of an intended audience pool, where the deception is material and likely to influence purchasing decisions, the product which is the subject of the promotion or advertisement traveled in interstate commerce, and any misleading or deceptive statements or calculated implications attributable to the representations present a likelihood of injury to a competitor's sales, loss of goodwill and the like.

Representations which create deception or confusion by suggestion or implication, when considered in the context of the promotion, are covered by the Act, and even advertisements which have been found by Courts to be literally true (but deceptive in their suggestion or intended inferences) that resulted in confusion to consumers, have been found to be actionable under the Act.

Moreover, New York State, like many other states, recognizes the civil tort of unfair competition which, like the Lanham Act, protects competitors from the misappropriation for commercial advantage their property rights, goodwill and good name, and provides civil remedies for bad faith misappropriation of the labors and expenditures of a competitor which is likely to create or cause confusion or to deceive purchasers. Prospective purchasers and consumers are also protected from deceptive, false and misleading advertising by the provisions of General Business § 350 et. seq.

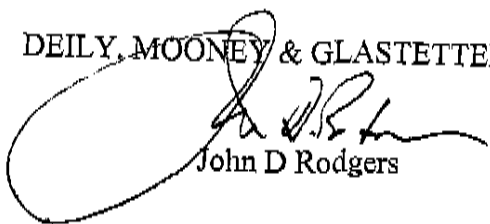
Blue Flame strenuously objects to the use of its good name and the deceptive and disparaging depictions, references and associated images expressed in the promotion contained on your website and the association of Blue Flame's name with derogatory phrases such as "propane rollercoaster" and "gimmicks". These unfounded representations are untrue, misleading, and deceptive, impair Blue Flame's good name, reputation, goodwill and are intended to damage Blue Flame.

Beyond the references to Blue Flame, your promotion is also misleading concerning your own product and services. By way of example but certainly not limitation, although you boast of stable pricing, it appears that the contract that you offer customers is tied to industry averages for the Selkirk area that are published weekly. In contrast, our client offers comparable pricing alternatives along with fixed contracts which will ensure the same price for the product for at least eleven (11) months. Your repetition of the catch phrase "discount price" is also misleading and your representations concerning the "20 year limited warranty" for tank purchases through the co-op ignore the re-qualification requirements of NFPA 58 and DOT mandated testing and subsequent inspection requirements that render this claim, at best, hollow and illusory. Although you reference the "uncertainty" attendant to your duration limited agreement with Ferrellgas, no disclosure is provided concerning any material terms of this agreement that might result in termination, escalators, reformation, conditions to renewal of that contract or other limitations that may affect the long term well being of customers you are attempting to lure with your promotional "switch pitch".

Blue Flame is not anxious to engage in costly, potentially protracted and diversionary litigation and to seek damages that we are frankly skeptical could ever be repaid by your operation, but is prepared to take whatever action is necessary to protect its rights, interests and good name. Accordingly, you are hereby notified that should you elect to forthwith voluntarily discontinue any references to our client and to correct all material misstatements of fact that impact our client, Blue Flame will forbear in pursuing any remedies available to it for transgressions occurring and continuing to the present time. In the event that you should decline this invitation, please be advised that Blue Flame reserves and is prepared to exercise all rights and remedies concerning both past and ongoing violations.

Very truly yours,

DEILY, MOONEY & GLASTETTER, LLP


John D Rodgers

JDR/sgf

518-882-5445

Propane4Less.com
Galway Co-op

September 4, 2009

John D. Rodgers, Esq.
Delly, Mooney & Glaster, LLP
8 Thurlow Terrace
Albany New York 12203

RE: Blue Flame

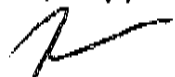
Dear Mr. Rodgers:

I am in receipt of your correspondence dated August 31, 2009. After reading it carefully, I fail to see how either of the laws you've cited in your correspondence apply to the information contained on the Co-op's web site. In as much as the Co-op is not looking to engage in litigation with Blue Flame, what is posted on our web site is true and I don't see any reason to remove it and will defend our right to express our members' opinions. Our web site is designed to inform not only our members, but also consumers who are assessing the various propane companies. The information contained on our site concerning Blue Flame came from former Blue Flame customers. The Co-op is simply echoing their sentiments. The alternative would be for us to post emails we've received from angry Blue Flame customers. Additionally, if anyone is guilty of making false and misleading statements, it would be Blue Flame. Many ex-Blue Flame customers have told me that when speaking to representatives of Blue Flame about the Co-op, they were told that; the Co-op could run out of gas leaving the end user without fuel, the Co-op will go out of business, the Co-op will raise their prices, the Co-op does not offer emergency service and the Co-op has hidden fees, in addition to "you got to watch out for that Co-op." All of the statements are clearly not true and designed to mislead, deceive and scare the customer.

The Galway Co-op has offered propane users a new choice. This choice has proved to be very popular as this statement is supported by the Co-op's rapid growth. Many Blue Flame customers have switched to the Galway Co-op because it's a tremendous value and because of our transparent way of doing business. Some local propane companies have now chosen to offer a similar way of pricing their propane. Perhaps Blue Flame should consider the same.

In closing I would like to advise Blue Flame that if they file what may be deemed by the court as a frivolous law suit, the Co-op will not hesitate to seek damages.

Very truly yours,



Michael Casadei, Founder

PO Box 600

Albany, NY 12203