COPY

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE

FGH LAND TENNESSEE, LLC, and FAIRFIELD GLADE COMMUNITY CLUB	)	
Plaintiffs,	)	
v.	)	**Case No.** 2026-CH-2749
TRUE NORTH HOLDINGS, LLC ISAAC ZUERCHER, and BRUCE EVANS	)	**JURY DEMANDED**
Defendants.	)	

SUMMONS

ADA
For Assistance Call
931-484-5852

TO: True North Holdings, LLC
c/o Registered Agent, Isaac Zuercher
6233 Peavine Road
Crossville, Tennessee 38558

You are hereby summoned and required to serve Nicholas W. Diegel, Plaintiffs' attorney, with an Answer to the accompanying Complaint within thirty (30) days after you receive it, not including the date of receipt. The address for Mr. Diegel is 265 Brookview Centre Way, Suite 600, Knoxville, Tennessee 37919. If you fail to serve Mr. Diegel with an Answer to the Complaint, the Court may grant the Plaintiffs judgment by default against you for the relief demanded in the Complaint.

Issued and attested to on this 31st day of July, 2026.

Bren Tollett AP
Clerk and Master

4900-0251-7693

NOTICE

TO THE DEFENDANT:

Tennessee law provides for a Ten Thousand Dollar ($10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

SERVICE INFORMATION

TO THE PROCESS SERVER:

True North Holdings, LLC, c/o Registered Agent, Isaac Zuercher, 6233 Peavine Road, Crossville, Tennessee 38558.

RETURN

I received this Summons on ____________________, 2026.

I certify that on ____________________, 2026, I

[ ] served this Summons and the Complaint in the following manner:

____

____

[ ] failed to serve this Summons and the Complaint within thirty (30) days after its issuance because:

____

____

____
Process Server

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE

COPY

FGH LAND TENNESSEE, LLC, and FAIRFIELD GLADE COMMUNITY CLUB **Plaintiffs,** v. **TRUE NORTH HOLDINGS, LLC ISAAC ZUERCHER, and BRUCE EVANS** **Defendants.**	)	**Case No.** 2026-CH-2749 **JURY DEMANDED**

COMPLAINT

Plaintiffs FGH Land Tennessee, LLC ("FGH") and Fairfield Glade Community Club (the "Club," collectively, "Plaintiffs"), by and through counsel, submit the following complaint against True North Holdings, LLC ("True North"), Isaac Zuercher, and Bruce Evans (collectively, "Defendants").

INTRODUCTION

This case concerns the abuse of confidential information for personal gain, and to sabotage plans for mass development of lots within Fairfield Glade, which would have benefitted the entire community.

FGH is the successor in interest to, and current holder of, Declarant rights for Fairfield Glade. FGH uses these rights to plan and execute development of the community in collaboration with the Club in a manner that protects the Declarant's investment, the operations of the Club, and the developmental vision for the Fairfield Flade community.

FILED
Date 7-31, 20 26 at 3:15 AM/PM
Entered
BEN TOLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
By: AP

In its role as Declarant, FGH confidentially collaborates with the Club on future development plans. In 2024, FGH collaborated with the Club to establish a long-term phased development plan affecting approximately 200 vacant lots. FGH planned to purchase a portion of these lots from the Club, pursuant to an agreement that provided FGH exclusive purchase rights, and established three phases of development for the lots, with particular groups of lots being developed at different times. FGH and the Club discussed these confidential plans in detail, which included the identification of the specific lots that FGH planned to purchase from the Club and develop for the initial phase of development. These discussions were all strictly confidential, as FGH had not yet purchased the lots and the Plaintiffs were negotiating the final terms of the development agreement giving FGH exclusive purchase rights from the Club of lots in furtherance of the plan.

At the times relevant to this Complaint, Mr. Evans was the director of sewer systems for the Club and, as such, was involved in these confidential development discussions between FGH and the Club. As a Club employee, Mr. Evans was subject to a confidentiality agreement, which prohibits Club employees from disclosing confidential information obtained through their service to the Club for any purpose other than its intended business purpose for the benefit of the Club.

Upon information and belief, in the ensuing weeks after Mr. Evans had access to the confidential development plans, Mr. Evans disclosed those plans to Mr. Zuercher, a principal of True North and frequent builder of lots in Fairfield Glade. Upon information and belief, Mr. Zuercher used the illicitly obtained confidential development plans to identify FGH's first phase of development in Fairfield Glade, and through his closely-held company True North, purchased thirteen (13) high value, golf course adjacent lots before FGH and the Club could consummate an agreement to give FGH exclusive purchase rights to those lots.

As a result of these knowing and deliberate actions, the commercial viability of the development plans, which stood to benefit both FGH and the Club, were destroyed. The Club takes the confidentiality responsibilities of its employees seriously. In response, Plaintiffs have filed this suit.

PARTIES

1. FGH Land Tennessee, LLC is a Tennessee limited liability company with its principal place of business located at 7012 Peavine Rd., Crossville, TN 38558.

2. Fairfield Glade Community Club is a Tennessee non-profit corporation with its principal place of business located at 7827 Peavine Rd., Crossville, TN 38558.

3. True North Holdings, LLC is a Tennessee limited liability company with its principal place of business located at 6233 Peavine Rd., Crossville, TN 38558. It can be served with process upon its registered agent, Isaac Zuercher, at 6233 Peavine Rd., Crossville, TN 38558.

4. Isaac Zuercher is a Tennessee citizen who upon information and belief resides at 271 E. 8th Street, Cookville, TN 38501.

5. Bruce Evans is a Tennessee citizen who resides at 3664 Potato Farm Road, Crossville, TN 38571.

JURISDICTION AND VENUE

6. This is an action regarding, *inter alia*, a violation of duties under contracts executed in Cumberland County, Tennessee, along with tortious conduct taking place in Cumberland County, Tennessee.

7. This Court has subject matter jurisdiction over this action pursuant to Tenn. Code Ann. § 16-11-101, *et seq.*

8. The exercise of personal jurisdiction over all defendants is proper under Tenn. Code Ann. § 20-2-222(1).

9. Venue is proper in this jurisdiction under Tenn. Code Ann. § 16-11-114.

FACTS

10. Fairfield Glade is a residential development in Cumberland County, Tennessee.

11. FGH is the current Declarant of Fairfield Glade in accordance with certain Amended and Restated Declaration of Covenants and Restrictions for Fairfield Glade, as amended (the "C&Rs").

12. The C&Rs called for the creation of the Club to manage the community and common areas, as well as to cooperate with the Declarant on plans for the continued development of the Fairfield Glade community. Each owner of property in Fairfield Glade becomes a member of the Club.

13. All officers and directors of the Club are required to sign non-disclosure agreements at the beginning of their terms. These agreements specify that the signatory is required to safeguard confidential information he or she receives during the course of their terms for the Club.

14. Likewise, all Club employees must acknowledge and abide by employee policies provided by the Club.

15. On or about April 11, 2011, Mr. Evans became an employee of the Club. At that time, Mr. Evans executed an Employee Agreement Use of Confidential Information ("Confidential Information Agreement") with the Club, a true and correct copy of which is attached hereto as **Exhibit A**.

16. The Confidential Information Agreement between Mr. Evans and the Club required that Mr. Evans "maintain the confidentiality of all documents . . . and personal

information of any type and that such information may only be used for their intended business purpose with the [Club]." Mr. Evans acknowledged that "[a]ny other use of said information is strictly prohibited and is cause for immediate dismissal," as well as civil liability.

17. At all times relevant to this matter, Mr. Evans was bound by the Confidential Information Agreement and the restrictions and prohibitions contained therein.

18. FGH has a representative on the Club's Board of Directors. The Club's Board regularly meets to discuss matters related to the community. Occasionally, the Board meets with FGH to discuss future development plans for Fairfield Glade.

19. Over the course of 2024, FGH and the Club's Board frequently met to discuss potential expansion and development by FGH into undeveloped areas of Fairfield Glade.

20. At the time, Mr. Evans was the director of sewer systems for the Club. Because mass development of undeveloped areas of Fairfield Glade by FGH would require complementary expansion of the Club's sewer system, Mr. Evans was asked to participate in discussions on the development plans.

21. At all times during the discussions in 2024 between the Club and FGH concerning development plans, FGH and the Club considered the development plans to be confidential and sensitive. For this reason, discussions between FGH and the Club included limited participation by Club representatives.

22. On or about August 20, 2024, Tom Anderson and JT Smith, on behalf of FGH, met with the Club's president, Greg Jones, and Mr. Evans in confidence to discuss development plans.

23. At this meeting, FGH disclosed its future development plans within Fairfield Glade to Mr. Evans. These plans included FGH's purchase of approximately 200 undeveloped lots in a three-phase development, where groups of lots in different areas were developed in sequence. In

confidence, FGH identified specific lots to Mr. Evans within Fairfield Glade that FGH intended to develop in each phase, as well as identifying existing sewer locations relative to each phase.

24. The development plan was focused on the improvement of lots adjacent to existing golf course holes and fairways, as these lots are more desirable than lots that are not adjacent to golf courses in Fairfield Glade.

25. Many of the lots FGH identified as part of the development plan were to be purchased by FGH directly from the Club.

26. Phase I of the confidential development plan specifically identified thirteen developable Club-owned lots[1] on a road known as Scarborough Court, which is adjacent to a golf course fairway.

27. Scarborough Court was intentionally selected as the initial phase of the confidential development plan because of its proximity to existing roads, sewer infrastructure, utilities, and golf course frontage, making it the most economically efficient and commercially attractive location from which to launch the larger multi-phase development. During the August 20, 2024 meeting, Mr. Evans specifically discussed that later phases of the confidential development plan would require the Club to extend the sewer system before work could begin. This confirmed the strategic choice of Scarborough Court as an integral part of Phase I.

28. In addition to the confidential development plan, FGH and the Club also confidentially negotiated a mutual agreement that would facilitate FGH's development plans by giving FGH exclusive purchasing rights over Club-owned lots to protect the exercise of the development plans and any future development plans. That mutual agreement, a development and

[1] The confidential development plans identified 19 club owned lots in Phase I. Of those nineteen lots, only thirteen were feasibly capable of development and improvement for residential use. Those thirteen were on Scarborough Court.

option agreement, was ultimately executed by FGH and the Club in December 2024 and is also considered confidential.

29. Because the Club benefitted from the development plan and had a common goal with FGH to improve lots within Fairfield Glade on a large scale, the Club – like FGH – considered the development plans to be confidential, for the business purpose of further developing Fairfield Glade, and sought to protect the plans from disclosure to outsiders.

30. Upon information and belief, in the weeks following the August 20, 2024 meeting, Mr. Evans divulged the confidential development plans, to which he was privy solely as an employee of the Club, to Mr. Zuercher, including the location of Phase I of the development plans.

31. At that time, Mr. Zuercher was an outsider to the Club. Mr. Zuercher was not an employee, officer or director of the Club, and was not privy to confidential information of the Club. Mr. Zuercher is a frequent builder of lots in Fairfield Glade.

32. Upon information and belief, after receiving details on the confidential development plans from Mr. Evans, Mr. Zuercher used that information to identify the most important lots to the commercial viability of the Phase I development owned by the Club, and caused his closely-held company, True North, to purchase those lots to thwart the development plans and benefit himself and True North.

33. In total, Mr. Zuercher caused True North to purchase all thirteen (13) Club-owned lots on Scarborough Court, which were the only Club-owned lots in Phase I that were feasibly capable of residential development.

34. By purchasing these lots, True North and Mr. Zuercher interfered with the development plan for the Fairfield Glade community and the benefits FGH and the Club would have realized from the coordinated effort to develop approximately 200 undeveloped lots.

35. The confidential phased development plan was dead on arrival, causing FGH to abandon it and approximately seven figures of lost profits that would have been realized from the plan.

36. The Club, in turn, was prevented from selling approximately 43 remaining lots to FGH, costing it the initial sales, as well as future dues from the completed lots and other potential income related to capital improvements that would have been required during FGH's phased development.

37. Plaintiffs are therefore entitled to a recovery of compensatory and punitive damages as a result of Defendants' actions.

CAUSES OF ACTION

COUNT I: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

(BY PLAINTIFFS AGAINST ALL DEFENDANTS)

38. Paragraphs 1–37 are incorporated by reference as if fully restated herein.

39. FGH had an existing business relationship with the Club to generate and execute development plans within Fairfield Glade, along with prospective lot purchases by FGH from the Club.

40. Defendants were aware of the existing business relationship and the development plans that involved the sale of dozens of Club-owned lots and subsequent development of approximately 200 lots in Fairfield Glade.

41. With that knowledge, Defendants intentionally caused the termination of that business relationship by divulging and using confidential information, culminating in True North's purchase of every single Club-owned lot in Phase 1 that was feasibly capable of residential

development. – putting those lots out of FGH's reach, and destroying the commercial viability of the phased development plans.

42. Defendants had an improper motive, as their actions were based on an effort to undercut FGH and its actions as Declarant, sabotage FGH's efforts to develop Fairfield Glade as the Declarant, and intended to harm FGH's investment in the Fairfield Glade development. Defendants' predominant purpose was to injure FGH.

43. Defendants engaged in improper means by disclosing and using confidential information for their own personal gain, in direct violation of the Confidential Information Agreement and based on a breach of the fiduciary duty of loyalty owed by an employee to their employer.

44. Defendants also engaged in unfair competition by, *inter alia*, using confidential information obtained while Mr. Evans was serving as the Club's director of sewer systems to the detriment of FGH and the Club.

45. FGH suffered damages as a result of Defendants' actions in the form of lost profits from the development and sale of the lots it would have purchased but for the Defendants' unlawful interference.

46. The Club suffered damages as a result of Defendants' actions in the form of lost sales of the undeveloped lots in the abandoned phased development plan, lost future membership dues from owners of developed lots under the plan, lost infrastructure improvements as a result of FGH having to abandon the planned phase development, and reputational harm.

47. Plaintiffs are entitled to damages in an amount to be determined at trial.

48. Plaintiffs are also entitled to punitive damages based on Defendants' malicious, intentional, reckless and knowing conduct.

COUNT II: BREACH OF CONTRACT

(BY THE CLUB AGAINST MR. EVANS)

49. Paragraphs 1–48 are incorporated by reference as if fully restated herein.

50. Mr. Evans signed and is bound by the Confidential Information Agreement with the Club.

51. The Confidential Information Agreement prohibits the disclosure of confidential information for any reason other than its intended business purpose for the Club." Mr. Evans breached the Confidentiality Agreement by providing Mr. Zuercher, an outsider, with the confidential development plans.

52. The Confidential Information Agreement provides that "[Mr. Evans] must maintain the confidentiality of all documents . . . and personal information of any type and that such information may only be used for their intended business purpose for the [Club]." ."

53. Mr. Evans revealed confidential information – the development plans – to Mr. Zuercher. The revelation of this confidential information was contrary to the interests of the Club. The business purpose of the development plans was not to benefit Mr. Zuercher, and the Club did not authorize Mr. Evans' disclosure. Therefore, Mr. Evans breached the Confidential Information Agreement.

54. The Club was damaged by these breaches in the form of lost sales of the undeveloped lots in the abandoned phased development plan, lost future membership dues from owners of developed lots under the plan, lost infrastructure improvements as a result of FGH having to abandon the planned phase development, and reputational harm.

55. The Club is entitled to damages in an amount to be determined at trial.

56. The Club is also entitled to punitive damages based on Mr. Evans' intentional and egregious breaches.

COUNT III: BREACH OF FIDUCIARY DUTY

(BY THE CLUB AGAINST MR. EVANS)

57. Paragraphs 1–56 are incorporated by reference as if fully restated herein.

58. Mr. Evans, as an employee of the Club, owed fiduciary duties to the Club, including but not limited to the duty of loyalty.

59. Mr. Evans breached his fiduciary duties by divulging confidential information gained during Mr. Evans' employment to the detriment of the Club and for the benefit of himself and/or outsiders.

60. The Club was damaged by these breaches in the form of lost sales of the undeveloped lots in the abandoned phased development plan, lost future membership dues from owners of developed lots under the plan, lost infrastructure improvements as a result of FGH having to abandon the planned phase development, and reputational harm.

61. The Club is entitled to damages in an amount to be determined at trial.

62. The Club is also entitled to punitive damages based on Mr. Evans' malicious, intentional, reckless and knowing conduct.

COUNT IV: CIVIL CONSPIRACY

(BY PLAINTIFFS AGAINST ALL DEFENDANTS)

63. Paragraphs 1–62 are incorporated by reference as if fully restated herein.

64. Defendants had a meeting of the minds with the object of accomplishing the tortious conduct alleged herein and to cause harm to Plaintiffs, including, but not limited to tortiously interfering with Plaintiffs' business prospects.

65. At all material times, Defendants were acting in concert and by common design to use confidential information to tortiously interfere with FGH's business relations with the Club and for Defendants' own respective personal gains.

66. Defendants each performed one or more overt acts in furtherance of accomplishing their tortious interference, either with unlawful purpose or unlawful means. True North utilized illicitly obtained confidential information, unlawfully disseminated by Mr. Evans to Mr. Zuercher, related to FGH's planned phased development, thereby preventing the planned developmental phases from being undertaken.

67. These actions also violated Mr. Evans' contractual and fiduciary duties to the Club.

68. As a result of the common design, concerted actions and overt acts in furtherance of the tortious conduct alleged herein, Plaintiffs have suffered and are entitled to compensatory damages in an amount to be proven at trial.

69. Plaintiffs are also entitled to punitive damages based on Defendants' malicious, intentional, reckless and knowing conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request and prays that:

a. this Court cause process to be issued and served on all defendants and that they be required to answer this Complaint in the time required by law.

b. this Court award compensatory damages to Plaintiffs in an amount to be determined at trial;

c. this Court award punitive damages in an amount to be determined at trial;

d. this Court empanel a jury of twelve (12) to resolve all triable issues of fact; and

e. this Court award any such other and further relief as deemed just and proper.

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL, AND BERKOWITZ

By: ______________________

Nicholas W. Diegel (#034211)
Thomas H. Jarvis (#036835)
265 Brookview Centre Way, Suite 600
Knoxville, TN 37919
Telephone: (865) 549-7000
Facsimile: (865) 525-8569
ndiegel@bakerdonelson.com
tjarvis@bakerdonelson.com

COST BOND

We acknowledge ourselves sureties for costs in this cause, as defined by and in accordance with Tenn. Code Ann. § 20-12-120.

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ

____

Fairfield Glade
COMMUNITY CLUB

EMPLOYEE AGREEMENT

USE OF CONFIDENTIAL INFORMATION

As an employee of the Fairfield Glade Community Club, I hereby acknowledge that I am subject to and must comply with a number of State and Federal laws involving the confidential handling of personal information regarding Fairfield Glade Community Club employees, members and vendors. These laws may include but not be limited to Fair and Accurate Credit Transactions Act (FACTA), Health Insurance Portability and Accountability Act (HIPAA), Fair Credit Reporting Act (FCRA), The Privacy Act, and Identify Theft Laws.

I acknowledge that I must maintain the confidentiality of all documents, credit cards, social security numbers and personal information of any type and that such information may only be used for their intended business purpose for the Fairfield Glade Community Club. Any other use of said information is strictly prohibited and is cause for immediate dismissal. Additionally, should any misuse of information be made by me, I understand that I am fully accountable both civilly and criminally.

I understand the importance of preventing and eliminating unlawful use of confidential information in the work place. I also agree to follow the rules and regulations of the Fairfield Glade Community Club in regard to the handling of confidential information to protect the privacy of all involved.

BRUCE EVANS
Employee Name (please print)

Bruce Evans
Employee Signature

4/11/2011
Date

Judy Colyn
Manager/Supervisor Signature

4/11/2011
Date

FILED
Date 7 · 31, 20 26 at 3:15 AM/PM
Entered
BEN TOLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
By: AP

EXHIBIT
A