

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,	§	
Defendants	§	

DEFENDANT BRUCE EVANS'S ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS

Defendant Bruce Evans ("Evans"), by and through counsel, answers the Complaint of Plaintiffs FGH Land Tennessee, LLC ("FGH") and Fairfield Glade Community Club ("Club") as follows:

GENERAL RESPONSE

Except as expressly admitted herein, Evans denies each and every allegation of the Complaint and demands strict proof thereof.

Because certain allegations concern documents that speak for themselves, Evans admits only the existence and contents of such documents and denies any characterization of those documents inconsistent with their actual terms.

RESPONSES TO NUMBERED ALLEGATIONS

1. Evans admits that FGH Land Tennessee, LLC is alleged to be a Tennessee limited liability company with its principal place of business at 7012 Peavine Road, Crossville, Tennessee.

Evans lacks sufficient knowledge to admit or deny the remaining allegations of paragraph 1 and therefore denies them.

2. Evans admits that Fairfield Glade Community Club is alleged to be a Tennessee nonprofit corporation with its principal place of business at 7827 Peavine Road, Crossville, Tennessee. Evans denies any remaining characterization or allegation not established by the Club's corporate records.

3. Evans admits that True North Holdings, LLC is alleged to be a Tennessee limited liability company and that Isaac Zuercher is its registered agent. Evans lacks sufficient knowledge to admit or deny the remaining allegations of paragraph 3.

4. Evans lacks sufficient knowledge to admit or deny the allegations concerning the residence and citizenship of Isaac Zuercher.

5. Evans admits that he is a Tennessee citizen and resides in Cumberland County, Tennessee.

6. Evans denies the allegations of paragraph 6 to the extent they purport to characterize his conduct as a violation of any contract, duty, or law. Evans admits only that Plaintiffs purport to assert contractual and tort claims.

7. Evans admits that this Court has subject matter jurisdiction over claims properly within its jurisdiction. Evans denies that Plaintiffs have established their entitlement to any relief against him.

8. Evans admits only that Tennessee law governs the determination of personal jurisdiction. Evans denies that Plaintiffs have established any basis for relief against him.

9. Evans admits that venue may be proper in Cumberland County. Evans denies that venue establishes the merits of any claim against him.

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

11. Evans lacks sufficient knowledge to admit or deny the allegations concerning FGH's status as Declarant and therefore denies them.

12. Evans admits that the Club was created to manage aspects of the Fairfield Glade community. Evans denies any characterization of the legal relationship between the Club and FGH that is inconsistent with the governing documents.

13. Evans lacks sufficient knowledge to admit or deny the allegations concerning agreements executed by all officers and directors of the Club. Evans denies that those allegations establish liability on his part.

14. Evans admits that Club employees may be subject to employee policies. Evans denies any characterization of such policies inconsistent with their actual terms.

15. Evans admits that he became an employee of the Club on or about April 11, 2011, and that he executed the document attached to the Complaint as Exhibit A.

16. Evans admits that Exhibit A contains the language quoted in paragraph 16. Evans denies that Exhibit A establishes the factual allegations asserted elsewhere in the Complaint, including that Evans disclosed any confidential development information.

17. Evans admits that Exhibit A was in effect during the relevant period to the extent provided by its terms. Evans denies that he violated that agreement.

18. Evans admits that FGH has had representation on the Club's Board and that the Board meets concerning community matters. Evans lacks sufficient knowledge to admit or deny the remaining allegations.

19. Evans admits that representatives of FGH and the Club discussed development matters during 2024. Evans denies any characterization of those discussions as establishing liability on his part.

20. Evans admits that he was employed by the Club as Director of Sewer Systems and that his duties caused him to participate in discussions concerning sewer infrastructure and development. Evans denies any allegation that his participation was unauthorized or outside the scope of his employment.

21. Evans admits that discussions occurred between the Club and FGH concerning development. Evans denies that Plaintiffs have established that every item discussed constituted confidential information protected by Exhibit A or that Evans disclosed any such information.

22. Evans admits that a meeting occurred on or about August 20, 2024, involving representatives of FGH, Club President Greg Jones, and Evans. Evans denies any allegation inconsistent with the actual substance of that meeting.

23. Evans admits that development matters were discussed at the August 20, 2024 meeting. Evans does not presently recall the matters alleged in this paragraph and therefore lacks sufficient knowledge or information to admit or deny the allegations.

24. Evans does not presently recall the matters alleged in this paragraph and therefore lacks sufficient knowledge or information to admit or deny the allegations.

25. Evans does not presently recall the matters alleged in this paragraph and therefore lacks sufficient knowledge or information to admit or deny the allegations.

26. Evans does not presently recall the matters alleged in this paragraph and therefore lacks sufficient knowledge or information to admit or deny the allegations.

27. Evans does not presently recall the matters alleged in this paragraph and therefore lacks sufficient knowledge or information to admit or deny the allegations.

28. Evans admits that the development discussion he was privy to on or about August 20, 2024 contemplated potential purchases of certain lots. Evans denies that such discussions created an enforceable right in FGH to purchase any particular lot unless and until the necessary agreements were executed. Evans admits that FGH and the Club subsequently entered into a development and option agreement in or about December 2024. The agreement speaks for itself, and Evans denies any characterization of the agreement inconsistent with its actual terms.

29. Evans lacks sufficient knowledge to admit or deny the common benefits or goals of the Plaintiffs, and therefore denies the allegations.

30. Evans specifically denies that he divulged confidential development plans to Isaac Zuercher.

31. Evans admits that Isaac Zuercher was not a Club employee, officer, or director. Evans denies that this fact establishes that Evans disclosed any confidential information to him.

32. Evans specifically denies that he provided Zuercher with confidential development information or that Zuercher used information supplied by Evans to identify lots

for purchase. Evans lacks specific knowledge to admit or deny how or why Zuercher and True North Holdings, LLC purchased certain lots.

33. Evans denies the allegations of paragraph 33 to the extent they assert that his conduct caused, induced, authorized, directed, or facilitated True North's purchase of the 13 lots.

34. Evans denies that he interfered with any development plan or caused any alleged interference.

35. Evans denies that any abandonment of FGH's development plan was caused by any act or omission of Evans. Evans further denies Plaintiffs' characterization of any alleged lost profits as established or recoverable damages.

36. Evans denies that any loss of Club lot sales, dues, infrastructure improvements, or other income was caused by him. Evans further denies that such damages are established, reasonably certain, or recoverable.

37. Evans denies that Plaintiffs are entitled to compensatory or punitive damages against him.

38. Evans incorporates his responses to paragraphs 1 through 37 and denies the allegations of paragraph 38.

39. Evans admits that FGH and the Club had discussions concerning development and potential lot purchases on or about August 20, 2024. Evans denies that the allegations establish an actionable business relationship against him.

40. Evans admits that he was aware of development discussions that occurred on or about August 20, 2024, in which he participated as a Club employee. Evans denies that he possessed the knowledge or acted with the intent alleged by Plaintiffs.

41. Evans denies that he caused the termination of any business relationship between FGH and the Club.

42. Evans specifically denies that he had an improper motive, that his predominant purpose was to injure FGH, or that he intended to sabotage FGH.

43. Evans denies that he disclosed or used confidential information in violation of any agreement or fiduciary duty.

44. Evans denies that he engaged in unfair competition or otherwise acted improperly.

45. Evans denies that FGH suffered damages caused by any act or omission of Evans.

46. Evans denies that the Club suffered damages caused by any act or omission of Evans.

47. Evans denies that Plaintiffs are entitled to damages in any amount.

48. Evans denies that his conduct was malicious, intentional, reckless, or knowing in the manner alleged and denies that Plaintiffs are entitled to punitive damages.

49. Evans incorporates his responses to paragraphs 1 through 48.

50. Evans admits that he signed the Confidential Information Agreement attached as Exhibit A. Evans denies any allegation that he breached that agreement.

51. Evans denies that he disclosed confidential development plans to Zuercher and denies that he breached the Confidential Information Agreement.

52. Evans admits only that Exhibit A contains the language quoted in paragraph 52. Evans denies any characterization inconsistent with the actual document.

53. Evans denies that he revealed confidential information to Zuercher, denies that any disclosure was contrary to the Club's interests, and denies that he breached the Confidential Information Agreement.

54. Evans denies that the Club suffered the alleged damages as a result of any breach by him and denies that the damages alleged are recoverable or proven.

55. Evans denies that the Club is entitled to damages from him.

56. Evans denies that his conduct was intentional or egregious and denies that the Club is entitled to punitive damages.

57. Evans incorporates his responses to paragraphs 1 through 56.

58. Evans admits that an employee owes duties to his employer as provided by applicable Tennessee law. Evans denies that he breached any such duty.

59. Evans specifically denies divulging confidential information for his own benefit or the benefit of any outsider.

60. Evans denies that the Club suffered damages caused by any breach of duty by him.

61. Evans denies that the Club is entitled to damages from him.

62. Evans denies that his conduct was malicious, intentional, reckless, or knowing and denies that the Club is entitled to punitive damages.

63. Evans incorporates his responses to paragraphs 1 through 62.

64. Evans denies that he and any other Defendant had a meeting of the minds to accomplish tortious conduct or to harm Plaintiffs.

65. Evans denies that he acted in concert or pursuant to a common design with any other Defendant to misuse confidential information or interfere with Plaintiffs' business relationships.

66. Evans denies that he performed any overt act in furtherance of the alleged tortious conduct and specifically denies unlawfully disseminating confidential information.

67. Evans denies that he violated any contractual or fiduciary duty.

68. Evans denies that Plaintiffs suffered damages as a result of any common design or concerted conduct involving Evans.

69. Evans denies that Plaintiffs are entitled to punitive damages.

Evans denies each allegation contained in the Prayer for Relief and denies that Plaintiffs are entitled to any relief against him.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Failure to State a Claim / Insufficient Pleading

70. The Complaint fails, in whole or in part, to state claims upon which relief may be granted against Evans.

SECOND AFFIRMATIVE DEFENSE

Failure of Causation / Independent Sources of Information

71. Plaintiffs cannot establish that any act or omission by Evans was the actual or proximate cause of the purchases or the damages alleged.

72. Long before the transactions challenged in the Complaint, Zuercher had independently obtained information concerning and pursued the acquisition of the lots at issue through direct communications and negotiations with the Club. His knowledge of the lots and his interest in acquiring them therefore arose from sources independent of Evans.

73. The purchases and any alleged resulting damages were the product of independent decisions, negotiations, actions, and circumstances, including the Club's own decisions concerning the marketing and sale of its lots, Zuercher's independent pursuit and evaluation of the property, and the Club's ultimate approval and completion of the sales.

74. Plaintiffs therefore cannot establish the causal connection necessary to impose liability upon Evans, and their claims against him must be dismissed.

THIRD AFFIRMATIVE DEFENSE
Comparative Fault and Plaintiffs' Own Conduct

75. Any damages allegedly suffered by Plaintiffs, which Evans expressly denies, were caused in whole or in part by the acts and omissions of persons and entities other than Evans, including the Plaintiffs themselves and the individuals who participated in, approved, authorized, or completed the sale and conveyance of the Club-owned lots at issue.

76. In particular, the Club, acting through its Board of Directors and authorized representatives, approved and completed the sale of the lots that Plaintiffs now contend caused the alleged losses. The Club cannot attribute to Evans damages allegedly resulting from transactions that the Club itself approved and completed.

77. To the extent FGH claims damages arising from the loss of an opportunity to acquire the lots, FGH must establish that it possessed a legally protectable interest in those particular lots at the time of their sale. The agreement governing FGH's asserted opportunity to acquire the lots was not executed until December 2024, after the lots had been sold. Accordingly, FGH had no binding contractual right to acquire the lots at the time of their sale.

78. Even assuming Plaintiffs suffered the losses they allege, which Evans expressly denies, Plaintiffs cannot establish that those losses were caused by Evans rather than by Plaintiffs' own decisions and conduct and other independent circumstances. Zuercher had knowledge of and had previously pursued the acquisition of the lots through direct communications and negotiations with the Club, independent of any alleged act or omission by Evans. The Club subsequently approved and completed the sales. Plaintiffs therefore cannot establish that any alleged act or omission by Evans was the actual or proximate cause of the purchases or the damages claimed.

79. Plaintiffs' own acts and omissions caused or contributed to the damages alleged. To the extent applicable under Tennessee law, any recovery against Evans must be reduced or barred accordingly.

FOURTH AFFIRMATIVE DEFENSE
Failure to Mitigate Damages

80. Plaintiffs failed to exercise reasonable care and diligence to avoid, minimize, or mitigate the damages they now claim.

81. Plaintiffs had knowledge of the development plans, the Club-owned lots, the negotiations with FGH, and the proposed option arrangement and had opportunities to protect their asserted interests.

82. Any damages recoverable by Plaintiffs must therefore be reduced by losses that reasonable mitigation would have avoided.

FIFTH AFFIRMATIVE DEFENSE
Indemnification

83. Evans was an employee of the Club and acted in his official capacity in connection with the matters alleged in the Complaint.

84. The Club's Bylaws, specifically § 7.04, provide mandatory indemnification rights applicable to persons serving the Club in the circumstances specified therein.

85. Evans is entitled to indemnification and to advancement of his reasonable attorneys' fees, costs, and expenses incurred in defending this proceeding, as such expenses are incurred, pursuant to § 7.04 of the Club's Bylaws and applicable Tennessee law. Advancement is separate from and not dependent upon Evans's ultimate entitlement to indemnification.

86. Evans expressly demands that the Club immediately advance his reasonable attorneys' fees, costs, and expenses incurred in defending this proceeding, as such expenses are incurred, and honor its obligations under § 7.04 of the Bylaws.

SIXTH AFFIRMATIVE DEFENSE
Failure to Establish Tortious Interference

87. Plaintiffs cannot establish all elements of tortious interference with business relations, including the existence of a legally protected business relationship, Evans's actionable

interference with that relationship, improper motive or improper means attributable to Evans, causation, and recoverable damages.

88. To the extent the Club asserts that Evans interfered with the Club's own business relationship with FGH, the claim fails because Evans was an employee and agent of the Club and was acting in connection with Club business. Under Tennessee law, an employee or agent is not ordinarily liable for interfering with the corporation's relationship when acting within the scope of authority and in furtherance of the corporation's interests.

89. Plaintiffs' own allegations establish that Evans was asked by the Club to participate in the development discussions because of his position as Director of Sewer Systems.

SEVENTH AFFIRMATIVE DEFENSE Speculative and Unrecoverable Damages

90. Plaintiffs' alleged lost profits, future membership dues, future infrastructure expenditures, reputational harm, and other claimed damages are speculative, remote, uncertain, and/or otherwise not recoverable against Evans.

91. Plaintiffs have failed to plead sufficient facts demonstrating a legally recoverable measure of damages caused by Evans.

EIGHTH AFFIRMATIVE DEFENSE Waiver

92. Plaintiffs, through their conduct, approvals, representations, and participation in the development discussions and related transactions, waived, in whole or in part, claims inconsistent with that conduct.

93. In particular, the Club cannot approve and complete the sale of its own property and thereafter attribute all damages allegedly resulting from that sale to Evans without regard to its own decisions, conduct, and participation.

NINTH AFFIRMATIVE DEFENSE

Estoppel

94. Plaintiffs, including the Club acting through its officers, directors, employees, and other authorized representatives, participated in and had knowledge of the development discussions and related transactions at issue. Plaintiffs' conduct, representations, actions, and omissions were inconsistent with the positions they now assert against Evans.

95. To the extent Plaintiffs' conduct, representations, actions, or omissions caused Evans to act or reasonably rely upon Plaintiffs' apparent authorization, approval, or acquiescence, Plaintiffs are estopped from asserting claims against Evans that are inconsistent with such prior conduct.

TENTH AFFIRMATIVE DEFENSE

Agency, Respondeat Superior, and Scope of Employment

96. At all relevant times, Evans was an employee and agent of the Club.

97. To the extent Evans engaged in any of the conduct alleged in the Complaint, which Evans denies, such conduct was undertaken in connection with his employment and within the scope of his duties and authority.

98. Plaintiffs cannot impose individual liability upon Evans for conduct undertaken on behalf of, at the direction of, or within the scope of his employment with the Club to the extent Tennessee law recognizes the agency and respondeat superior defenses.

ELEVENTH AFFIRMATIVE DEFENSE
Authorization, Approval, and Ratification

99. The Club, through its officers, directors, employees, and representatives, participated in and authorized the development discussions.

100. Plaintiffs' allegations establish that the Club's own representatives participated in the August 20, 2024 meeting and that the Club thereafter continued to participate in negotiations with FGH, ultimately executing a development and option agreement in December 2024.

101. To the extent Evans engaged in any conduct alleged by Plaintiffs, which he denies, Plaintiffs' conduct constitutes evidence of authorization, approval, acquiescence, and/or ratification and bars or limits recovery to the extent permitted by law.

TWELFTH AFFIRMATIVE DEFENSE
Laches

102. Plaintiffs knew or should have known of the facts underlying their claims no later than November 2024.

103. Plaintiffs nevertheless delayed filing suit until July 31, 2026.

104. Evans has been prejudiced by the delay, including the passage of time affecting the availability, recollection, and preservation of evidence and witnesses concerning events occurring in 2024.

105. Evans therefore asserts laches to the extent applicable to any equitable claim or other claim for which the defense is legally available.

THIRTEENTH AFFIRMATIVE DEFENSE
Economic and Contractual Nature of Alleged Losses

106. To the extent Plaintiffs seek tort recovery for losses arising from contractual or prospective contractual arrangements, Evans asserts all defenses applicable to prevent Plaintiffs from converting contractual or speculative economic losses into recoverable tort damages.

FOURTEENTH AFFIRMATIVE DEFENSE
Failure to Plead a Legally Cognizable Fiduciary-Duty Claim

107. Plaintiffs have not established facts sufficient to demonstrate that Evans owed the particular fiduciary duties alleged, that he breached such duties, or that the alleged breach caused recoverable damages.

108. Evans specifically denies that his status as an employee establishes liability for every alleged act undertaken in connection with his employment.

FIFTEENTH AFFIRMATIVE DEFENSE
No Conspiracy Independent of Underlying Tort

109. Plaintiffs' civil-conspiracy claim is derivative of their underlying tort claims.

110. Because Evans denies committing any underlying tort, Plaintiffs cannot establish an actionable conspiracy against Evans.

SIXTEENTH AFFIRMATIVE DEFENSE
Punitive Damages Unavailable or Unsupported

111. Plaintiffs have failed to plead facts sufficient to establish entitlement to punitive damages against Evans.

112. Evans denies that his conduct was malicious, intentional, fraudulent, reckless, or otherwise sufficient to support punitive damages.

SEVENTEENTH AFFIRMATIVE DEFENSE
Setoff and Credit

113. Any judgment against Evans must be reduced by all amounts, benefits, proceeds, credits, or other economic benefits received or retained by Plaintiffs relating to the transactions or alleged damages.

EIGHTEENTH AFFIRMATIVE DEFENSE
Reservation

114. Evans reserves the right to amend this Answer to assert additional affirmative defenses, counterclaims, crossclaims, and/or third-party claims as permitted by the Tennessee Rules of Civil Procedure and as warranted by facts developed through discovery, including facts concerning the investigation, factual basis, timing, purpose, and prosecution of Plaintiffs' claims against Evans.

COUNTERCLAIMS

COUNTERCLAIM I
DECLARATORY RELIEF CONCERNING EVANS'S RIGHTS AND OBLIGATIONS

115. Evans incorporates paragraphs 1 through 114 as if fully restated.

116. An actual controversy exists concerning Evans's rights and obligations under the Confidential Information Agreement, the Club's Bylaws, and applicable Tennessee law.

117. Evans seeks a declaration concerning the scope of the Confidential Information Agreement and the legal effect of the Club's own authorization, participation, approval, and subsequent conduct concerning the development discussions and transactions described in the Complaint.

118. Evans further seeks a declaration that he is not personally liable for authorized acts undertaken within the scope of his employment and authority merely because Plaintiffs now disagree with decisions made by or through the Club.

119. Evans requests all declaratory relief authorized by Tennessee's Declaratory Judgment Act.

COUNTERCLAIM II INDEMNIFICATION AND ADVANCEMENT OF DEFENSE EXPENSES

120. Evans incorporates paragraphs 1 through 119.

121. The Complaint expressly alleges that Evans was an employee of the Club and that the conduct attributed to him occurred because of his position as Director of Sewer Systems and his participation in Club development discussions.

122. The proceeding therefore arises directly from Evans's service to and employment by the Club.

123. Section 7.04 of the Club's Bylaws, entitled Indemnification of Directors, Officers, Employees or Agents, states in whole:

With respect to claims or liabilities arising out of service as a Director, Officer, Employee or Agent of the Corporation, the Corporation **shall indemnify and advance expenses** to each past, present or future Director, Officer, Employee or Agent (and his or her estate, heirs, and personal representative) to the fullest extent allowed by the laws of the state of Tennessee, both as now in effect and as hereafter adopted or amended. (emphasis added)

124. Tennessee's Nonprofit Corporation Act likewise recognizes indemnification and advancement rights for qualifying directors and permits indemnification and advancement for employees and agents as provided by the corporation's governing documents and applicable law.

125. Evans has acted in good faith and denies any misconduct alleged by Plaintiffs.

126. Evans therefore seeks a declaration and judgment establishing the Club's obligation to advance, as incurred and without regard to the ultimate outcome of this proceeding, Evans's reasonable attorneys' fees, costs, and expenses incurred in defending this proceeding, and to indemnify and reimburse Evans for such expenses to the extent required by the Club's Bylaws and applicable law.

127. Evans further seeks such other relief concerning indemnification, advancement of defense expenses, and reimbursement as is authorized by the Club's Bylaws and Tennessee law.

PRAYER FOR RELIEF

WHEREFORE, Defendant and Counter-Plaintiff Bruce Evans respectfully requests that the Court:

- a. Order the Club to advance, as incurred, Evans's reasonable attorneys' fees, costs, and expenses incurred in defending this proceeding;
- b. Dismiss all claims asserted against Evans;
- c. Enter judgment in favor of Evans on each count of the Complaint;
- d. Declare the rights and obligations of the parties under the Confidential Information Agreement and the Club's Bylaws;
- e. Determine that Plaintiffs' own acts and omissions caused or contributed to any damages alleged;
- f. Determine that Evans is not liable for conduct undertaken within the scope of his employment and authority where such conduct was authorized, directed, approved, participated in, or ratified by the Club;

- g. Enter judgment in favor of Evans on his claims for mandatory advancement and indemnification;
- h. Award Evans reasonable attorneys' fees, costs, and expenses to the extent authorized by the Club's Bylaws, contract, statute, or other applicable law;
- i. Award compensatory damages on any counterclaim proven at trial;
- j. Award punitive damages to the extent legally authorized and proven;
- k. Award Evans his costs; and
- l. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

VOYLES LAW

Robbyn P. Voyles (#043553)
42 Kingsbury Circle
Crossville, TN 38558
Tel: 972-571-9809
robbynvoyles@gmail.com

Attorney for Defendant Bruce Evans

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of September, 2026, the foregoing was served on the following via electronic mail, pursuant to Rule 5.02, and/or via U.S. mail:

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

Counsel for FGH Land Tennessee, LLC and Fairfield Glade Community Club

Robbyn P. Voyles