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**IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE
20th JUDICIAL DISTRICT (DAVIDSON COUNTY)**

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WORLDWIDE STAGES, LLC, f/k/a)
CRESCENDO ENTERTAINMENT, LLC,)

Plaintiff,)

v.)

No. 21-1175-II

DAVID BUTTREY, BRETT DANAHY,)
JOSH FURLOW, and TTG LIVE, LLC,)

Defendants.)

MEMORANDUM OPPOSING MOTION FOR A TEMPORARY INJUNCTION

Claiming Defendants have “stolen” an unspecified “plethora” of “confidential information and trade secrets,” Worldwide Stages, LLC seeks sweeping injunctive relief against Josh Furlow, Brett Danahy, David Buttrey, and TTG Live, LLC. Worldwide’s case, based entirely on an “information and belief” Complaint, is evidence-free and – as the record now shows – wrong.

Defendants have submitted six detailed declarations with exhibits. This evidence confirms:

(1) Worldwide never provided Defendants with any confidential information or trade secrets (and it freely shared the information apparently at issue with third parties); (2) Defendants have never used any information they received from Worldwide other than in their effort to help Worldwide find investors for a common entertainment-industry business about which Defendants knew more than Worldwide; (3) the requested injunction would severely injure Defendants in their business pursuits by preventing them from continuing to engage with people and companies Defendants have known and done business with for decades and whom Defendants introduced to Worldwide – not vice versa; and (4) before filing this “information and belief” lawsuit, Worldwide did not bother to learn basic facts about the Hendersonville project – a project being pursued not by

Defendants, but by non-party Stonecutter, and one that could not possibly benefit from any information that came from Worldwide.

For all the reasons detailed below, Defendants respectfully request the Court deny Worldwide's motion.

SUMMARY

More than a year ago, Worldwide sought Defendants' help getting started in the well-known business of renting rehearsal stages to music acts. Worldwide sought Defendants' help because it had been unable to obtain funding for its proposed "production campus" and because Defendants had knowledge, experience, and contacts Worldwide lacked. Worldwide provided Defendants with information about Worldwide's business plans, facility plans, and financial projections – information Worldwide freely also provided to many others, including non-parties who now have submitted declarations in this case, without restriction.

Defendants – whom Worldwide never employed and never compensated for their information and efforts on Worldwide's behalf – agreed to help Worldwide solve its funding crisis. Defendants thought that, if Worldwide could obtain funding, its proposed project might benefit them and business interests with which they already were associated. Defendants therefore shared with Worldwide Defendants' many contacts from their well-developed entertainment-industry networks and introduced Worldwide to a potential funding source, non-parties Jon Murphy and Stonecutter.

In January 2021, Worldwide terminated its discussions with Stonecutter. That termination effectively ended Worldwide's association with Defendants. Since then, Defendants have engaged in pursuits that have nothing to do with Worldwide or the business Worldwide finally opened in September 2021. Now Worldwide accuses Defendants of stealing its "confidential information"

based entirely on inaccurate conjecture about Stonecutter’s plan to build a new production campus on a 47-acre tract in Hendersonville – property for which a production campus had been planned as early as 2018, before Worldwide even existed. In short, the evidence roundly refutes Worldwide’s “information and belief” accusations.

Specifically,

- (1) Defendants have a combined 45 years in the entertainment industry, including working with musical and other large-venue performances, in Nashville and abroad. Worldwide – a stumbling startup with a lawyer for its CEO and lacking needed industry knowledge, experience, and contacts – asked Defendants for their help. Defendants thought they might eventually participate in, or otherwise benefit from, the proposed project and agreed to help with no assurance of compensation. Defendants were never owners, employees, agents, or members of Worldwide.
- (2) Worldwide’s Complaint asserts that entire, vaguely-defined categories of information are its confidential information and trade secrets. But Worldwide has not specifically identified or presented any such information, let alone identified even one item it says Defendants have used. This forces the Court and Defendants to address shadows rather than specifics and, as a matter of law, is an insufficient basis on which to seek an injunction.
- (3) In any event, whatever information Worldwide provided Defendants was not confidential. As confirmed by declarations from non-parties, Worldwide freely shared the categories of information at issue with those who had no confidentiality obligation – including officials with the City of Spring Hill and potential investors, whom Worldwide actively encouraged to further disseminate the information to others that might be interested in the project. Indeed, Defendant David Buttrey received Worldwide’s proforma and other information

about Worldwide and its proposed project from a third party before Mr. Buttrey had ever communicated with anyone at Worldwide, much less signed a confidentiality agreement. (See Buttrey Decl. ¶ 6 and Ex. 1-3 thereto; Lynn Declaration ¶¶ 3-5.)

- (4) Worldwide's business model is well-known and widespread. Worldwide in fact copied its business from the most famous of such production campuses, Rock Lititz, in Pennsylvania. Like others in the same business, Rock Lititz posts online details about its facility, stages, amenities, vendors, customers, and pricing. There are no secrets in the business of renting rehearsal space to music acts or other performers. Worldwide does not do (and does not even claim to do) anything different than what its competitors do – and were doing before Worldwide even existed.¹
- (5) Worldwide's proforma was merely its projected estimate of possible revenue and potential costs that might be associated with operating a production campus. That proforma relied on guesswork, assumptions, and publicly-available information about what things cost. The proforma was created to compensate for the fact that Worldwide had no actual financial information, because it had never actually conducted any business.
- (6) Worldwide's construction plans were specific to retrofitting an existing facility with stage and studio space: the former General Motors Saturn headquarters in Spring Hill. Those plans have no other use. Like others in the same business, Worldwide now posts on its website the layout of its studios, including detailed square-footage renderings. (Danahy Decl. ¶ 5 & Ex. 1 and 2; Kuntweiler Decl. ¶¶ 12 - 13 & Ex. 6 and 7.) Worldwide freely distributes its floorplans and specifications, and did so even before it acquired the Saturn

¹ Worldwide is not even the first such rehearsal space business in Tennessee. Soundcheck has operated a rehearsal space business in Nashville for years. And Evolution Studios currently is developing yet another production campus in Fairview, Tennessee.

facility. Everyone who uses Worldwide's studios can see their features and dimensions. These are not secrets.

- (7) The spreadsheet of "potential customers" referenced in Worldwide's Complaint was created not by Worldwide but by Defendant David Buttrey. Most of the information Mr. Buttrey included in his spreadsheet came from Defendants (who have extensive entertainment-industry contacts) or from the internet. There are no "secrets" about which music acts may be interested in rehearsal space, or which companies provide support services to such acts.
- (8) Defendants Josh Furlow, Brett Danahy, and TTG Live's association with Worldwide ended in January 2021. Defendant David Buttrey ended his association with Worldwide by April 2021. During their associations with Worldwide, Defendants used any information received from Worldwide only to try to help Worldwide. Since then, no Defendant has used any information they received from Worldwide for any purpose. Nor would Defendants have any use for that information now or in the future.
- (9) Defendants Josh Furlow, Brett Danahy, and TTG Live ended their association with Worldwide when Worldwide terminated its discussions with the potential funding source they had introduced to Worldwide, and Defendant David Buttrey ended his association shortly thereafter. Defendants do not know from whom Worldwide eventually obtained funds to buy the former Saturn headquarters, or the terms of that financing.
- (10) Defendants have no ownership interest in, and are not responsible for, the Hendersonville project. That project, which is being pursued by non-party Stonecutter, revives the concept of a multi-use production campus originally announced for the same site in 2018 (a year before Worldwide was formed) by another non-party (Gray Matter Studios). (*See* Ex. A:

printout of Gray Matter Website; Danahy Decl. ¶ 9 & Ex. 3; Furlow Decl. ¶ 21.) The Hendersonville production campus will use an operational and financial model that differs from the one Worldwide copied from Rock Lititz, and it will involve completely new and site-specific construction – not a retro-fit of an existing building. Contrary to Worldwide’s speculative accusations, there is no reason to think that anyone involved in the Hendersonville project has used, or would have any use for, any information that came from Worldwide.

- (11) In any event, Defendants have not used any information they received from Worldwide for any purpose since their association with Worldwide ended early this year – and Worldwide has offered no evidence to the contrary. (Nor – even though no Defendant gave Worldwide a non-compete – has any Defendant been involved with any business that competes with Worldwide.)

Worldwide’s requested injunction thus is wholly unwarranted. And that injunction would improperly interfere with Defendants’ ability to continue to earn a living in their chosen field, using information and relationships Defendants brought to – not took from – Worldwide.

STATEMENT OF FACTS

This statement of facts is supported by Declarations (and associated exhibits) from Defendants Josh Furlow, Brett Danahy, and David Buttrey, and from non-parties Josh Lynn, Jonathan Murphy, and Robert Kunzweiler.

Defendants’ long careers in the entertainment industry pre-date Worldwide.

Defendants Josh Furlow, Brett Danahy, and David Buttrey have more than 45 years combined experience in the entertainment industry. They have worked with performance venues, studio space, live events, and music acts and managers, both in Nashville and beyond.

David Buttrey is a lifelong Nashvillian. From 2011 to 2020, he spent nine months of every year producing music festivals and live events around the United States and abroad. This work included serving as a production manager, which required Mr. Buttrey to evaluate the adequacy of, and logistics of using, a variety of performance venues. Through this work, Mr. Buttrey came in contact with hundreds of tour and production managers for music acts – in short, those who might be interested in renting rehearsal space in a production facility.

Over the last twenty years, Josh Furlow has held executive positions in the live-performance touring business, including music act touring. Mr. Furlow spent more than twelve years working for AEG, AEG Live, and AEG Sports. AEG owns and operates more than 150 venues that host thousands of live performances and other events each year. As a result of this career, which preceded his brief association with Worldwide, Mr. Furlow has in-depth knowledge of performance venues, entertainers, and the entertainment industry in general.

For more than fifteen years, Brett Danahy has been involved in entertainment and sports. Mr. Danahy and Mr. Furlow formed Defendant TTG Live, LLC in 2019. TTG Live is a sports, entertainment, and advisory firm that relies on Mr. Furlow's and Mr. Danahy's extensive contacts and relationships within the entertainment and sports industries. TTG has strong Nashville connections and is agency of record for the Nashville Convention and Visitors Corp (known as "Visit Music City"). TTG Live has worked with Visit Music City in connection with events such as New Year's Eve and the Fourth of July.

Well before Josh Furlow, Brett Danahy, and David Buttrey had any involvement with Worldwide, they were well aware of Rock Lititz, and Mr. Furlow had a relationship with Rock Lititz's owners. As discussed below, Rock Lititz is the production campus in Pennsylvania from which Worldwide copied its own business.

Worldwide sought Defendants' help because it needed Defendants' knowledge, contacts, and resources to obtain financing as a start-up in the well-known business of providing rehearsal space and related services to touring music acts.

Worldwide formed in 2019. It contracted to buy the former Saturn headquarters from the City of Spring Hill. It planned to retrofit that existing building to include rehearsal stages and space for touring musicians. As a simple internet search reveals, this was not a novel concept. Such “production campuses” exist around the United States and throughout the world – and many of them post online detailed information about their facilities, stages (including layout and dimensions), amenities, vendors, customers, and pricing. Perhaps the most famous is Rock Lititz, a production campus in Lititz, Pennsylvania that opened in 2014. (Kunzweiler Decl. ¶ 13 and ¶ 14, Ex. 7.) There was nothing new or secret about Worldwide’s business model. Even now, Worldwide does not claim to do anything different from what others were already doing when Worldwide formed. Worldwide merely hoped, in the words of its CEO, to create “a Nashville version of Rock Lititz.” (Murphy Decl. ¶ 5.)

But Worldwide, whose CEO (Kelly Frey) is a lawyer, had no track record. It struggled to convince anyone to give it the money it needed to close on the Saturn facility. Seeking to “pique the interest” (Worldwide’s phrase) of potential investors (Lynn Decl. ¶ 4), Worldwide freely disseminated its business plans, design plans, proformas, and other information (that is, the very information at issue in this lawsuit) to third parties, including Declarants Josh Lynn and Jon Murphy. Worldwide did not require Mr. Lynn or Mr. Murphy (or, presumably, others²) to sign confidentiality agreements. On the contrary, Worldwide – under pressure to raise funds and at risk

² Worldwide’s claim that this information was “treated at all times as confidential, proprietary information” is plainly wrong given that, even without the benefit of discovery, Defendants already have evidence that Worldwide disseminated its proforma, floor plan, financial, and other information without obtaining confidentiality agreements.

of losing its contract on the Saturn building for failing to meet its closing deadline – encouraged those to whom it provided its information to further disseminate the information to still others who might be interested. (Murphy Decl. ¶¶ 4, 7-9; Lynn Decl. ¶¶ 3-4.) Potential investor Josh Lynn thus forwarded much of the information apparently now at issue to Defendant David Buttrey in February 2020, before Mr. Buttrey had even met anyone affiliated with Worldwide. (Lynn Decl. ¶ 3; Buttrey Decl. ¶¶ 6-7.)

In addition, because Worldwide was trying to buy the former Saturn headquarters from the City of Spring Hill, its plans were well-known and even discussed at public hearings. (*E.g.*, Ex. B: sample newspaper articles.) Defendants do not yet know the full scope of the information Worldwide provided City officials, but Worldwide shared project renderings with them and took them on tours, explaining plans for the space in detail. (Buttrey Decl. ¶ 11.) City officials even knew Worldwide’s proposed facility would be like Rock Lititz’s. (Ex. C: 2/18/2020 article, page 2.) During one public meeting with the City’s Board of Mayor and Alderman (“BOMA”), Kelly Frey indicated Worldwide would be “completely transparent” with the City and had shared with City officials information about its financing.³

Worldwide also told the media about “letters of intent” it had obtained from potential customers – with Mr. Frey specifically naming potential customers, such as Tim McGraw, Dolly Parton, Carrie Underwood, the Grand Ole Opry, and others. (*E.g.*, Ex. D: 3/3/2020 article, p 4.)

Notwithstanding this broad dissemination of its plans, proforma, and other information, Worldwide was not able to find a source for the money it needed to close on the Saturn facility.

³ Mr. Frey stated: “We submitted to the BOMA copies of our LOI with a publicly traded REIT to finance the acquisition, the rehab, and the buildout of the facility. We also provided a short letter of intent from an equity source just to indicate our continuing efforts to completely fund the project.” The video of this February 1, 2021, meeting is available online at springhilltn.org/574/VIDEO. Mr. Frey’s comments are at the 25:34 mark.

In late 2019, Worldwide contacted Josh Lynn. Mr. Lynn and his father help put together deals for businesses seeking funding. Starting in December 2019, Worldwide sent Mr. Lynn Worldwide's business plans, building plans, and other information about the proposed project in Spring Hill – including Worldwide's proforma. (Worldwide's proforma was a projected estimate of possible future revenues and costs should Worldwide ever go into business. Such a proforma relies on guesswork, assumptions, and publicly-available information about what things cost. Worldwide had to use a proforma because it had no actual track record in business that would generate actual financial information. (Danahy Decl. ¶¶ 11-12; Furlow Decl. ¶ 19.)) Mr. Lynn understood Worldwide wanted him to share this information with others who might have interest, and he did.

For example, Mr. Lynn forwarded the information Worldwide had provided him to Defendant David Buttrey. This included a debt deal summary; an equity deal summary; the Saturn building's floor plans, with an overlay of Worldwide's proposed stages and studios; and Worldwide's proforma.⁴ As of February 2020, both Mr. Lynn and Mr. Buttrey (in addition to others) had in-hand this and other information about Worldwide's proposed project, and neither had been asked to sign any confidentiality agreement.⁵ (Lynn Decl. ¶¶ 1-5; Buttrey Decl. ¶¶ 6-7.)

Mr. Lynn told Worldwide that, given Mr. Buttrey's background, he would be a good resource for Worldwide. Mr. Lynn knew that, in addition to Mr. Buttrey's contacts in the live

⁴ In the email chain delivering the proforma to Mr. Lynn, Brent Hyams of Worldwide claims the proforma "has been proofed by multiple agencies," suggesting it already had been circulated outside Worldwide. (Lynn Decl. ¶ 3 & attached 12/27/2019 email.)

⁵ Worldwide belatedly asked Mr. Lynn to sign a confidentiality agreement in March 2020, long after he had been provided with, and forwarded to others, the information at issue. Signing such an agreement would have been contrary to Mr. Lynn's normal practice, and he has no memory or record of having made an exception to that practice here. Worldwide never asked Mr. Lynn to return or destroy any information it had sent him. (Lynn Decl. ¶ 6.)

events business, he had worked on a project in Atlanta that involved securing capital for an entertainment complex with performance rehearsal space, such as Worldwide contemplated.

In March 2020, Worldwide sought Mr. Buttrey's help generating interest in the project by using his experience and contacts. Believing the entertainment industry needs more production campuses, and hoping he might eventually be able to participate in the project in some capacity if Worldwide obtained funding, Mr. Buttrey agreed to help. Worldwide then asked Mr. Buttrey to sign a limited Confidentiality Agreement. The agreement applied only to nonpublic information about rehearsal space for "touring musical artists" that Worldwide "may" provide to Mr. Buttrey "for evaluation" and that Mr. Buttrey did not also have from another source. Mr. Buttrey signed the form agreement. Worldwide apparently did not. (Buttrey Decl. ¶ 9; Cplt. Ex. A.)

As of September 2020, Worldwide still lacked a funding source. Mr. Buttrey introduced Worldwide to TTG Live, stating that Mr. Furlow and Mr. Danahy might be able to help Worldwide find funding and also had other contacts in the industry that could be useful to Worldwide.

TTG Live had its own potential interest in the proposed project. TTG Live already was assisting Monolith Studios, Inc. in its effort to find a location in or near Nashville at which Monolith could expand its virtual production business.⁶ Although Worldwide planned to rent rehearsal space exclusively to touring music acts, TTG Live thought the Spring Hill facility, with adjustments, also could serve Monolith's virtual production needs. In addition, Mr. Furlow and Mr. Danahy hoped Worldwide would become a consulting client of TTG Live.

⁶ Monolith is a full-service production studio that specializes in creating content for film, television, and live entertainment. Monolith is at the business of "virtual (or "digital") production," which is producing film or television programs on an LED screen in a studio/soundstage setting, as opposed to filming in real-world settings. Monolith was formed by a team that has been on the forefront of virtual production for 30 years. Mr. Danahy is an investor in Monolith, and Mr. Furlow became Monolith's CEO in June 2021.

TTG Live agreed to help Worldwide. Worldwide asked TTG Live to sign a Confidentiality Agreement. The agreement contained the same terms as the one Mr. Buttrey had signed. Mr. Furlow did not think there was anything he or TTG Live could learn from Worldwide that would be of any use other than in helping Worldwide obtain financing – which proved to be true. Mr. Furlow signed the Confidentiality Agreement on behalf of TTG Live. As with Mr. Buttrey, Worldwide never counter-signed the agreement or returned a signed copy. (Furlow Decl. ¶ 10; Cplt. Ex. B.)

Worldwide refers to Defendants as “insiders” and “agents” of Worldwide. The truth: No Defendant was ever an owner, employee, agent, or member of Worldwide.⁷ No Defendant ever received any compensation from Worldwide – not even reimbursement of expenses. Worldwide never directed or controlled any Defendant’s activities, or gave any Defendant authority to negotiate on its behalf or to bind it to any terms.⁸ (*See generally* Furlow Decl.; Danahy Decl.; Buttrey Decl.)

David Buttrey creates a spreadsheet to compile information provided by Defendants, the internet, and Worldwide representatives.

Worldwide refers to a spreadsheet of “potential customers.” Worldwide did not create that spreadsheet; Mr. Buttrey created it. The information Mr. Buttrey entered into his document came

⁷ During what proved to be their brief association, Worldwide and TTG Live were negotiating a consulting agreement that would take effect if and when a deal was reached. The draft consulting agreement circulated by Worldwide states that the parties are “**not** fiduciaries, joint venturers, agents or employer and employee. . . . [and] each Party has and will act in accordance with its own best interests, not for the benefit of the other Party, and will not be expected to subordinate its own interests to that of the other Party.” (Furlow Decl. ¶ 14 & Ex. 5 at ¶ 10 (emphasis added).)

⁸ Indeed, Section 7 of the Confidentiality Agreements drafted by Worldwide rejects any notion that Defendants were to be agents of Worldwide: “This Agreement shall not obligate either Party to enter into any other business arrangement or agreement with the other Party, and no such obligation shall exist until such time that a separate, written agreement has been executed by both Parties. This Agreement does **not** create any agency, partnership or joint venture relationship between the Parties” (Cplt. Exs. A, B (emphasis added).)

from Mr. Buttrey’s own entertainment industry network, from Mr. Furlow, from Mr. Danahy, from Worldwide, and from the results of internet searches. For example, Mr. Buttrey consulted Rock Lititz’s list of its “community members” (its customers and vendors), posted on its website. He also obtained information on those who might be interested in rehearsal space for music acts from other online sources and from people he knew in the industry. Those who might want to rent rehearsal space for touring artists are easily identified, and the information in Mr. Buttrey’s spreadsheet was not proprietary. In any event, none of the Defendants has used Mr. Buttrey’s spreadsheet for any purpose since their association with Worldwide ended. (Mr. Furlow and Mr. Danahy have not even had access to the spreadsheet since January 2021.)⁹

TTG Live introduces Jon Murphy to Worldwide, and Worldwide freely provides Mr. Murphy with the information Worldwide now labels “confidential.”

In November 2020, TTG Live introduced Worldwide to Jonathan Murphy as someone who could help Worldwide find funding. Mr. Murphy then connected Worldwide’s CEO, Mr. Frey, with Stonecutter Capital Management, LLC.¹⁰ Stonecutter is a real-estate developer and investor that finances Monolith Studios’s growth and that also has experience with projects similar to the one Worldwide was pursuing. (As shown by the Declaration of Stonecutter’s Robert Kunzweiler, Worldwide’s allegation that Stonecutter’s experience is limited to multifamily real estate assets is

⁹ Beyond the spreadsheet, Defendants shared with Worldwide contacts Defendants had developed over their 45 years of collective experience in the entertainment industry. These “potential customers,” “potential tenants,” and “funding sources” Defendants identified to Worldwide presumably are among those Worldwide now asks this Court to enjoin Defendants from communicating with in the future. (“Presumably” because Worldwide actually has not identified to the Court or Defendants a single “potential customer,” “potential tenant,” or “funding source.”)

¹⁰ Mr. Murphy and Stonecutter thus presumably are among the unnamed “funding sources” Worldwide seeks to prevent Defendants from “[u]sing, disclosing, or otherwise misappropriating.”

wrong. Indeed, Mr. Frey acknowledged at the time that Mr. Murphy and Stonecutter had “lots of exceptional experience that would be helpful strategically.” (Furlow Decl. ¶12 and Ex. 2.)

Mr. Furlow made clear to Mr. Frey that Stonecutter and Mr. Murphy were not affiliated with, but independent of, TTG Live. (Furlow Decl. ¶¶ 12 - 13 and Ex. 1 and 4.) Mr. Frey began communicating directly with Mr. Murphy and Stonecutter. Mr. Frey and Worldwide directly provided to Mr. Murphy and, through him, Stonecutter Worldwide’s proforma and other detailed information about Worldwide’s proposed project and business plans (that is, information Worldwide now labels “confidential”). (Kunzweiler Decl. ¶ 6 and Ex. 3; Furlow Decl. ¶ 12 and Ex. 3; Murphy Decl. ¶¶ 9-10.)¹¹ As with Josh Lynn, Mr. Frey and Worldwide did not require Mr. Murphy or Stonecutter to sign a confidentiality agreement; never claimed Worldwide’s plans included any strategy or idea not already being used by similar businesses around the country; and encouraged further dissemination of Worldwide’s information to others who might invest.

In their first conversation, Mr. Frey told Mr. Murphy that Worldwide lacked the funding needed to move forward and asked him to help find funding sources and/or development partners. Mr. Frey actively encouraged Mr. Murphy to forward Worldwide’s plans, projections, and other information to other potential business partners. (Murphy Decl. ¶¶ 7-9.) Mr. Murphy provided the information to Rob Kunzweiler at Stonecutter. Mr. Murphy arranged a Zoom meeting among Mr. Frey, Mr. Kunzweiler, and others to discuss Stonecutter’s possibly investing in Worldwide.

In addition, Mr. Murphy told Mr. Frey that Worldwide should modify its business model to attract investors. Mr. Murphy specifically recommended Worldwide seek to generate revenue by leasing space to other production companies as tenants. Mr. Frey changed Worldwide’s

¹¹ TTG Live supported Mr. Frey in Worldwide’s discussions with Mr. Murphy and Stonecutter, and, with Mr. Frey’s knowledge, also provided information to Mr. Murphy and Stonecutter in connection with those discussions.

proforma to incorporate Mr. Murphy's suggestions and provided the revised proforma to Mr. Murphy, who shared it with Stonecutter. The proforma thus ultimately reflected Mr. Murphy's plan, not Worldwide's. (Murphy Decl. ¶¶ 5-10; Danahy Decl. ¶ 19 & Exs. 8, 9-11.)

Worldwide terminates its negotiations with the funding source identified by TTG Live, leading to the end of TTG Live's and Mr. Buttrey's efforts on Worldwide's behalf.

Mr. Frey told Mr. Murphy the City of Spring Hill was going to terminate its contract with Worldwide for the Saturn facility unless Worldwide could show progress on its project. Mr. Frey even asked Mr. Murphy to sign a non-binding Letter of Intent for the specific purpose of demonstrating to the City that the project had interested investors. Mr. Murphy did so.

Yet Worldwide terminated its negotiations with Mr. Murphy and Stonecutter in late January 2021, after the discussions turned, in Worldwide's word, "acrimonious." This decision effectively also ended TTG Live's brief association with Worldwide.¹² Worldwide did not request that Mr. Murphy, Stonecutter, TTG Live, Mr. Furlow, or Mr. Danahy return or destroy any information they had received from Worldwide.¹³

Mr. Buttrey continued to assist Worldwide for a short time after Worldwide ended its discussions with Mr. Murphy and Stonecutter in late January 2021. He hoped he could help revive

¹²As discussed above, TTG Live engaged with Worldwide thinking Worldwide's proposed production campus could be used by TTG Live's client Monolith Studios for its virtual production business. Worldwide, whose original plan involved renting space exclusively to musical acts rehearsing their performances, knew little to nothing about virtual production. For the potential benefit of both Worldwide and Monolith Studios, Mr. Furlow shared with Worldwide, and Mr. Frey specifically, the technical and space needs for virtual productions, so that Worldwide could consider adjusting its plans to add a new type of potential customer. In short, Worldwide learned about virtual production from Mr. Furlow. Now Worldwide apparently claims that virtual production companies (presumably including Monolith Studio, for which Mr. Furlow now serves as CEO), their needs, and the businesses that support them are Worldwide's proprietary information (*see, e.g.*, Cplt. ¶ 9).

¹³ Paragraph 6 of the Confidentiality Agreements allows Worldwide to demand that the recipient "return or destroy . . . all Confidential Information and all derivations thereof."

those discussions. He was not directly involved in any discussions Worldwide had with any potential investors after Mr. Murphy and Stonecutter. No Defendant even knows from whom Worldwide later obtained funds, or anything about the terms.

Once he realized the Stonecutter/Murphy discussions would not be revived, and noting internal dissension within Worldwide, Mr. Buttrey decided he no longer wanted to be involved with the proposed, and still unfunded, project. By April 2021, he had informed Worldwide of that decision. Worldwide did not ask Mr. Buttrey to return or destroy any information, as Paragraph 6 of the Confidentiality Agreement permits with respect to confidential information.

Since ending their associations with Worldwide, no Defendant has used any information they received from Worldwide for any purpose.

By April 2021 (January 2021 for all Defendants except Mr. Buttrey), no Defendant was associated with Worldwide or its still-unfunded proposal to create a production campus similar to Rock Lititz's by retrofitting the old Saturn headquarters with studios and soundstages to be rented to touring music acts. During their associations with Worldwide, no Defendant used any information received from Worldwide other than in an effort to help Worldwide. After their associations with Worldwide ended, no Defendant has used any information received from Worldwide for any purpose. Nor would any Defendant have any use for that information. Notwithstanding Worldwide's "on information and belief" accusations – and the very important fact that Defendants did not give Worldwide a non-compete¹⁴ – no Defendant is, has been, or plans to be involved with a business that competes with Worldwide. (Furlow Decl. ¶¶ 2, 11, 18-20, 26-29; Danahy Decl. ¶¶ 2, 6, 10, 12-15; Buttrey Decl. ¶¶ 2-3, 17, 19-22, 24.)

¹⁴ The Complaint accuses Defendants of competing with Worldwide in violation of the Confidentiality Agreements. The agreements do not contain non-compete provisions.

The Hendersonville project revives a production campus proposal originally announced in 2018, before Worldwide existed, and it is not Defendants' project.

Worldwide has no evidence anyone has misused any information that came from Worldwide. Worldwide instead just points to an October 2021 press release concerning a production campus planned for a 47-acre tract in Hendersonville and asserts that the press release means Defendants must be using Worldwide's "confidential information" to "launch their own competing business." Nearly everything Worldwide says about the Hendersonville project is wrong.

First, the Hendersonville project is owned by Stonecutter, not by Defendants. No Defendant has any ownership interest in the project or in the entities that own the property, and no Defendant is employed by any of those entities. Mr. Furlow, Mr. Danahy, and TTG Live are interested in the project only because, when the campus is completed a year or so from now, Monolith Studios hopes to rent space there for its virtual production business. Mr. Buttrey hopes to be involved with the Hendersonville campus through an entity yet to be formed ("Music City Studios"), which he hopes will enter a master lease with the owner of the property and then sublease space to the long-term tenants who will operate businesses on the campus. Music City Studios would not itself operate any production stages or contract with anyone seeking rehearsal space.

Second, the Hendersonville project is not new. In 2018, before Worldwide existed, an entity named Gray Matter Studios announced the Hendersonville property would be the site of a state-of-the art production studio complex and obtained pre-approval zoning for the project. The website for the project as announced in 2018 remains online and includes renderings of the campus and its studios. (See Ex. A: printout from graymatterstudios.com.) Gray Matter Studios never

broke ground. Stonecutter now has revived Gray Matter Studios' concept and plans to construct a state-of-the-art production studio complex on the same site.

Third, the Hendersonville project will use an operational and financial model fundamentally different than that used by Worldwide, Rock Lititz, and others. Assuming Worldwide has followed its original plan, Worldwide both owns and operates its facility. Stonecutter, which is a real estate investment entity, will not operate any business on the Hendersonville campus. Instead, Stonecutter will lease (possibly through a master tenant) space to various long-term tenants, who will operate their own businesses. Monolith Studio intends to be one of those tenants, conducting its virtual production business (which does not include live music rehearsal and does not compete with Worldwide) on Stonecutter's campus.

Fourth, Stonecutter's Hendersonville project is not, as alleged, a "copycat" of Worldwide's retro-fitted former Saturn headquarters. When completed a year or so from now, the Hendersonville project will be a site-specific campus of all-new construction that conforms to Hendersonville's requirements and specifications to be provided by Stonecutter's eventual tenants. It will resemble the many other major production campuses in the United States and elsewhere.

In any event, neither Defendants nor Stonecutter (nor anyone else to Defendants' knowledge) has used any information from Worldwide in connection with the Hendersonville project. Nor, for the above reasons, would any such information even be relevant to that project and its own business model, financial structure, and design and construction plans. (Kunzweiler Decl. ¶¶ 11-14; Furlow Decl. ¶¶ 22-27; Danahy Decl. ¶¶ 6-10; Buttrey Decl. ¶¶ 18-20; Murphy Decl. ¶ 13.)¹⁵

¹⁵ Mr. Murphy and Mr. Kunzweiler confirm in their Declarations that they and Stonecutter have never used any information received from Worldwide for any purpose other than considering a potential investment in Worldwide.

ARGUMENT

I. **WORLDWIDE’S “TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF” COMPLAINT CANNOT SUPPORT A TEMPORARY INJUNCTION.**

As shown above and discussed below, the evidence in the record now refutes Worldwide’s assertion that Defendants have misused any information – let alone any confidential information – that came from Worldwide. Yet the Court need not even reach Defendants’ evidence because Worldwide’s “verified” Complaint cannot support a temporary injunction as a matter of law.

A. **Worldwide has not offered evidence that can support issuance of a temporary injunction.**

Worldwide did not submit affidavits or declarations in support of its motion. Instead, Worldwide relies on a Complaint “verified” by its CEO, Kelly Frey. That “verification” of Worldwide’s allegations states, in part: “Except as to those matter[s] alleged on information and belief, I verify that the facts set forth above are true and correct *based on my information, personal knowledge, and belief*. . .”, before concluding: “the foregoing is true and correct, *to the best of my knowledge, information, and belief*.” (Cplt. p. 34 (emphasis added).) Such a “verification” of mere allegations (many of which themselves are asserted “on information and belief”) cannot support the extraordinary relief of a temporary injunction.

Tennessee courts faced with sworn statements and purportedly verified pleadings based on an individual’s “knowledge, information, and belief” have ruled, time and again, that such statements are not admissible as evidence. *Phung v. Case*, No. 03A01-9811-CV-00388, 1999 WL 544650, at **5–6 (Tenn. Ct. App. July 28, 1999) (citing *Fowler v. Happy Goodman Family*, 575 S.W.2d 496, 498 (Tenn. 1978)). See also *Garner v. Coffee Cty. Bank*, No. M201401956COAR3CV, 2015 WL 6445601, at **3–4 (Tenn. Ct. App. Oct. 23, 2015) (an oath that statements are “true and correct to the best of [the party’s] knowledge, information, and belief” is not sufficient to be considered as evidence).

And Worldwide's deficient "verification" is compounded by the fact that many of its key allegations are themselves asserted on mere "information and belief." (See, e.g., Cplt. ¶¶ 53, 59, 64, 65, 90, 91, 92, 102.) In Tennessee, a petition for an injunction based upon "information and belief" is "utterly inadequate to withstand a motion to dissolve an injunction" when the responding party swears on personal knowledge. *Mason v. Winstead*, 265 S.W.2d 561, 563 (Tenn. 1954); see also *Nashville Ry. & Light Co. v. Lawson*, 229 S.W. 741, 743 (Tenn. 1921) (same). See also, e.g., *City of Chicago v. Geraci*, 332 N.E.2d 487, 492 (Ill. Ct. App. 1975) ("[C]onclusions and allegations based upon information and belief will not support an injunction."); *Ancora-Citronelle Corp. v. Green*, 41 Cal. App. 3d 146, 150 n.2 (Cal. Ct. App. 1974) ("Allegations declared to be true on 'information and belief' will not support an injunction."). In short, Worldwide's "verified" Complaint does not provide an evidentiary basis to support the extraordinary relief requested.

B. Worldwide has not identified any purported "confidential information" or "trade secret" with the required specificity to support an injunction.

Worldwide claims to have a "plethora" of "confidential information." But Worldwide has not put any of this alleged information in the record, or otherwise identified it with specificity. Worldwide refers to broad categories, such as "plans and details," "investor information," "potential tenants," "analyses," "revenue sources," "funding sources," and "potential customers." Worldwide, however, has not produced a single "plan," one piece of "investor information," any "analysis," or identified a single potential customer, tenant, revenue source, or funding source – let alone identified even one piece of information Defendants supposedly have used since their association with Worldwide ended. Such vague, blanket assertions also are a legally-deficient basis on which to issue an injunction.

Tennessee courts require specificity in an injunction. See Tenn. R. Civ. P. 65.02(1). This is a matter of due process and basic fairness. See *Hogue v. Hogue*, 147 S.W.3d 245, 248–50 (Tenn.

Ct. App. 2004); *see also* *Gutierrez v. CogScreen, LLC*, No. 17-CV-2378-JPM-TMP, 2018 WL 6499374, at *4 (W.D. Tenn. Mar. 26, 2018) (quoting *Schmidt v. Lessard*, 414 U.S. 473, 476 (1974)) (“[T]he specificity provisions of Rule 65(d) are no mere technical requirements. The Rule was designed to prevent uncertainty and confusion on the part of those faced with injunctive orders, and to avoid the possible founding of a contempt citation on a decree too vague to be understood.”).

This specificity requirement is especially important in a case purportedly involving “confidential information” or “trade secrets.” In such cases, the plaintiff must specifically describe the information at issue so that the Court can assess if the information actually qualifies for protection. Then, to the extent it does, specificity is required to put the enjoined party on “explicit notice” of “precisely” what information the party must not use or disclose. *Hogue*, 147 S.W.3d at 250. Without such specificity, an injunction is not appropriate. *See Nutrien AG Sols., Inc. v. Johnson-Knapp*, No. 3:19-CV-00861, 2019 WL 8107918, at *4 (M.D. Tenn. Nov. 18, 2019) (denying motion for preliminary injunction as to purported breach of confidentiality restrictions because plaintiff had “not identified any specific information that had been disclosed”).

Worldwide thus may not simply name broad categories of information and “assert that something there must have been secret and misappropriated. The plaintiff must show concrete secrets.” *Composite Marine Propellers, Inc. v. Van Der Woude*, 962 F.2d 1263, 1266 (7th Cir. 1992) (citation omitted).

Yet naming broad categories and making blanket assertions of misuse on “information and belief” is all Worldwide has done. Worldwide has failed to present even a *prima facie* case for an injunction.

II. WORLDWIDE'S CLAIM FOR A TEMPORARY INJUNCTION ALSO FAILS ON THE MERITS GIVEN THE EVIDENCE.

A temporary injunction is an “extraordinary and drastic remedy, one that should not be granted unless the movant, *by a clear showing*, carries the burden of persuasion.” *Galyon v. First Tenn. Bank Nat’l Ass’n*, No. 03A01-9106CH00219, 1991 WL 259473, at *1 (Tenn. Ct. App. Dec. 11, 1991). Such relief is appropriate only if “it is *clearly shown* . . . that the movant’s rights are being or will be violated by an adverse party and the movant will suffer immediate and irreparable injury, loss or damage pending final judgment.” Tenn. R. Civ. Pr. 65.04 (emphasis added). Courts consider: (1) the probability the plaintiff will succeed on the merits; (2) the threat of irreparable harm to the plaintiff if the injunction is not granted; (3) the harm the injunction will inflict on the defendant if issued; and (4) when relevant, the public interest. *S. Cent. Tenn. R.R. Auth. v. Harakas*, 44 S.W.3d 912, 919 n.6 (Tenn. Ct. App. 2000).

Not only has Worldwide failed to make this required clear showing, but the evidence now provided by Defendants overwhelmingly refutes any basis for the sweeping, extraordinary relief Worldwide seeks. The information Worldwide provided Defendants was not confidential; Defendants in any event have not used, or threatened to use, any information they received from Worldwide; Worldwide has not shown that it faces irreparable harm before any trial; yet the requested injunction would inflict severe and immediate harm on Defendants and their livelihoods.

A. **The information Worldwide provided Defendants is not confidential and is in the hands of many non-parties.**

The evidence shows:

- Worldwide is in a well-known business. Indeed, Worldwide copied its business model from someone else in the same business (Rock Lititz). Worldwide has not shown (or even alleged) that it does anything others engaged in the same business do not also do.

Worldwide also has not shown (or even alleged) that there is anything “secret” about its very public facility (and it also now posts detailed information about that facility on its website).

- Worldwide freely shared its business plans, facility floor plans, proforma, and other information at issue with third parties (including potential investors and City of Spring Hill officials) who had no obligation of confidentiality, and encouraged potential investors to further disseminate that information. In fact, this is how Mr. Buttrey first received Worldwide’s information before he had any contact with Worldwide – not from Worldwide, but from Josh Lynn, a potential investor Worldwide had approached and provided the information without any requirement of confidentiality.
- The proforma Worldwide freely shared with third parties was a projected estimate of possible revenue and potential costs that relied on guesswork, assumptions, and publicly-available information about what things cost. The proforma was created to try to compensate for the fact that Worldwide never had conducted any business and thus had no actual financial information to provide to anyone.
- The floorplans and specifications Worldwide freely shared with other parties were specific to retro-fitting an existing building. They have no other use. In any event, Worldwide, like its competitors, now posts information about its stages and studios online.¹⁶

¹⁶ See *TGC Corp. v. HTM Sports, B.V.*, 896 F. Supp. 751, 759 (E.D. Tenn. 1995) (“If a physical feature of a product can readily be observed, if it may be easily ascertained or duplicated, it is not a trade secret.”); *Banc Card Georgia, LLC v. United Cmty. Bank*, No. 3:14-CV-300-TAV-HBG, 2014 WL 3700602, at **5–6 (E.D. Tenn. July 24, 2014) (information is not “confidential” under confidentiality provision in contract when the information “is commonly available from either the Internet or plaintiff’s customers” and “[i]nformation that is publicly available cannot form the basis of a breach of a confidentiality clause”).

- After asking Mr. Buttrey and TTG Live to sign form Confidentiality Agreements, Worldwide did not even bother to sign the agreements itself. After Defendants' associations with Worldwide ended, Worldwide did not ask them to delete or destroy any confidential information they had received, because they had received none.
- The information Mr. Buttrey entered into his spreadsheet of "potential customers" is not proprietary. Most of that information came from Defendants and their contacts or from the internet. The identity of those in the entertainment industry who might want to rent large-scale rehearsal space is no secret.¹⁷
- Worldwide claims it eventually obtained funding after Defendants' brief and limited associations with Worldwide had ended. Defendants know nothing about the sources, or terms, of any such funding.

B. Defendants have not used any information they received from Worldwide since their associations with Worldwide ended early this year.

- Worldwide's only allegations of the misuse of its information are based entirely on inaccurate conjecture about the Hendersonville project. Worldwide has produced no evidence that any Defendant (or anyone else, for that matter) has used any information that originated with Worldwide in connection with the Hendersonville project. Worldwide has

¹⁷ Information, including names of potential customers, that is available from public sources is not protectable as confidential information. *See, e.g., Hinson v. O'Rourke*, No. M201400361COAR3CV, 2015 WL 5033908, at *3 (Tenn. Ct. App. Aug. 25, 2015) ("Confidential information, like trade secrets, does not include information that is generally available in the trade or easily available from sources other than the employer, such as customer lists, knowledge of the buying habits and needs of particular clients, pricing information, and profit and loss statements."); *Vantage Tech., LLC v. Cross*, 17 S.W.3d 637, 645 (Tenn. Ct. App. 1999) (identities of customers not confidential "because such information was generally available in the trade . . . [and] because customer identities are not secret, they cannot be considered confidential.")

not even explained why any such information would be useful to anyone involved in the Hendersonville project. As shown above, it is not.

- In any event, the record now confirms that no Defendant has used any information received or learned from Worldwide other than in an effort to help Worldwide.

C. Worldwide does not face irreparable harm before any trial; Defendants would be seriously harmed by the sweeping, vague injunction Worldwide seeks.

- Worldwide has not shown that it faces irreparable harm pending any trial. Even the Hendersonville project that is the subject of Worldwide's inaccurate conjecture is not expected to be completed until the last quarter of 2022.
- Yet the sweeping, non-specific injunction Worldwide seeks threatens Defendants' ability to pursue lifelong careers, including by enjoining them from interacting with people and businesses they have known for years. Defendants did not learn of these contacts from Worldwide. On the contrary, Defendants introduced many of these contacts to Worldwide during Defendants' brief, limited, and uncompensated association with Worldwide's failure-to-launch project.

CONCLUSION

The Court should deny Worldwide's motion for either or both of two reasons. First, Worldwide has not made out even a *prima facie* case to support a temporary injunction. Second, the evidence now provided by Defendants confirms that Worldwide's "information and belief" accusations are wrong and that an injunction is not warranted.

Respectfully submitted,



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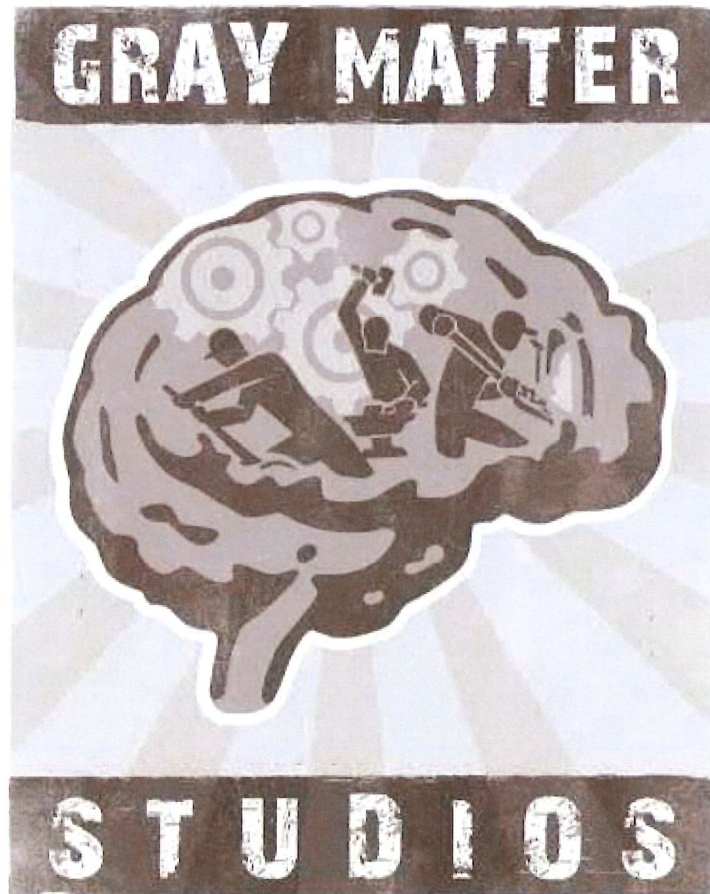
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served via hand-delivery upon:

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this the 30th day of November, 2021.





August 29, 2018

Hendersonville, TN – August 29, 2018 – Gray Matter Studios, LLC, and Hendersonville developer, Ealey Properties, signed an agreement July 19 for a 43-acre property to develop a production and post-production studio complex here. “We will break ground on the state-of-the-art complex this year,” said Steve Angus, founding partner of Gray Matter Studios and president of Hendersonville-based Camp Digital. “This is the right place and the right time for this project,” he said. “Demand for multi-use studios in all the major markets has topped out. Los Angeles, Chicago, New York and Atlanta have run out of space.”

Angus believes Nashville is the “next logical place” for television and movie production facilities because the city has roots in the entertainment industry and because television productions such as the Emmy-nominated Pickler & Ben talk show, now in its second season, succeed here. “This city has it all,” he said. “It’s easy for production teams and talent—those who don’t already live here -- to get here from the East and West coasts. We have great hotels, restaurants and a booming economy in a scenic location.” Angus said Nashville has the expertise because “industry people are moving here every day simply because Nashville supports a hyper-creative atmosphere.”

“I am excited when business owners realize the opportunities that Hendersonville offers,” said Mayor Jamie Clary. “Hendersonville has exceptional citizens and a professional workforce. We look forward to Gray Matter Studios investing more in Hendersonville and becoming a greater

part of our city.”

Because Hendersonville lies just 15 minutes north of Nashville, Gray Matter partnered with Hendersonville’s Ealey Properties, developers of more than two-million square feet of commercial properties in Middle Tennessee. “This facility will be a huge addition to the Hendersonville economy and will even boost businesses across the state, creating demand for food, accommodations and other services,” said Gary Ealey, company owner.

Radi Akel, former executive vice president of Harpo Studios and special consultant to Oprah Winfrey’s OWN television network has seen interest in Nashville-based entertainment production grow in the past two years as special consultant to the Pickler & Ben show. Gray Matter Studios complex “will provide the only thing Nashville is missing,” he said, “by providing a state-of-the-art multi-use complex for television and movie projects to take life. It’s a win-win project for Nashville, Hendersonville and our industry. I’m thrilled to see Gray Matter make this happen,” he said. “The LA market is saturated with warehouses or less-than-ideal spaces that call themselves studios; but real stages are booked years in advance. Having a set-up like Gray Matter – with everything in one place -- not having to spend half your day driving from studio to post production to post audio would be a dream come true,” Gray Matter Studio intends to begin operations in the fall of 2020 and Angus projects it will infuse millions of dollars into Middle Tennessee’s economy, while delivering savings to clients due to lower operating costs in Tennessee as well as efficiencies at the studio itself.

Angus and his co-founding partner Tom Gregory, Camp Digital Vice President of Business Development, plan to engage “a group of highly respected industry professionals to handle activities at Gray Matter Studios. The construction team includes stage and studio power expert Russ Saunders of Saunders Electric, which recently moved from Los Angeles to Middle Tennessee to meet entertainment-industry demand in this area. “We relocated here because we want to be part of this exciting surge in growth,” Saunders said.

Angus and Gregory hand-picked industry-leader Eric Elwell to join the management team at Gray Matter Studios. “Eric Elwell couldn’t be a better match to manage the tour production for Gray Matter,” said Gregory. “He has 35 years’ experience in the music and touring industry. “I’m thrilled to be a part this endeavor,” Elwell said. “This complex will be above and beyond, in many respects, with comprehensive video, television, film and support services coupled with an arena/stadium-level live tour production facility.”

Gray Matter Studios, 20 minutes from Nashville International Airport and 15 minutes from downtown Nashville, will feature ten stages totaling more than 150,000 square feet. The complex will have more than 50,000 square feet of dedicated production office space attached to stages; more than 20,000 square feet of dressing room, green room, wardrobe, hair and make-up space attached to stages; a 40,000 square-foot administrative and executive office building; a 10,000 square-foot post-production building; catering and commissary; warehousing and storage; mill shop; scenic shop; grip department. The 43-acre complex includes a five-acre, “anywhere USA” backlot neighborhood. “We designed the campus to be one-stop shopping,” said Gregory. “We will offer EVERYTHING on site to produce world-class entertainment.”

Camp Digital, Hendersonville-based mobile television production company, will also headquarter at Gray Matter Studios. Formed in 2008, Camp Digital is a music-oriented

entertainment production company that also owns and operates a fleet of mobile entertainment production trucks that operate across the United States. Gray Matter Studios, LLC, was formed in 2017 as the parent company for Camp Digital and is the technical production company of record for the Pickler & Ben daily talk show produced in Nashville by Porch Swing Productions.

HOLLYWOOD COMES TO NASHVILLE

Media Production

Located just 15 minutes north of downtown Nashville in Hendersonville, TN, Gray Matter Studios will feature over 150,000 square feet of stages, post production facilities, shop, mill, storage, catering facilities and even a 5 acre residential 'back lot'

Tour Production

Gray Matter Studios will also support tour production and rehearsal, along with a wide variety of tour production support services located on property

COMING SOON.....

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FEATURED

Purchase contract for Northfield expires, buyer still expresses interest in seeing sale through

By Alexander Willis
Feb 2, 2021



Long planned to house city operations, the Northfield Workforce Development Center off of U.S. 31 is the former headquarters of Saturn, a General Motors automotive brand.

By Alexander Willis

The Northfield Workforce Development Center was front and center during Monday night's meeting of the Spring Hill Board of Mayor and Aldermen.



A representative of the building's potential buyer - Worldwide Stages LLC - expressed interest in seeing the company's vision for the building still come to fruition, despite the original purchase contract expiring in January.

Background

Imagined by Worldwide Stages as becoming one of the largest music rehearsal venues in the country, the company first entered into a \$9.2 million purchase agreement with the city of Spring Hill - the owner of the building - on March 5, 2020. Coincidentally, that same day Tennessee saw its first reported case of COVID-19.

As the pandemic worsened, attempts to conduct building inspections and other routine procedures associated with large building purchases were made more difficult. The company also saw discussions halted with potential investors, who "became cautious about the future" as the pandemic worsened.

The company ultimately saw three extensions approved for the purchase contract, but allowed for it to ultimately expire on Jan. 15 of 2021. Nevertheless, Kelly Frey with Worldwide Stages appeared before city leaders on Monday and expressed his and his company's commitment to purchasing the property.

"We're pushing as hard as we can"

Speaking to the Spring Hill Board of Mayor and Aldermen, Frey said that the reason they had allowed the contract to expire was that their "financing and due diligence wasn't complete" by Jan. 15.

"As soon as we entered into the contract, we entered into a global pandemic that closed down a lot of the resources that we thought were going to be available," Frey said.

"We're pushing as hard as we can. Our intention is to go forward and request again that we be able to close under the contract at the same purchase price, it's just going to take us a little bit longer."

Vice Mayor Amy Wurth told Frey that while she appreciated Frey's transparency, every day that the sale is delayed is a day in which the city could potentially place its library, police headquarters and more in Northfield - the original intent of the city in purchasing the building before concerns led to its proposed sale.

"We have critical needs that that building fulfills; we have a police station that was shovel ready and we could be in there today, we have a library that needs more space, so that building provides a lot of solutions to the city," Wurth said. "The longer we keep going, the more we as a city lose ground."

Frey said that he understood Wurth's concerns, and that his company would have a new sale contract available for the board to review within two weeks - a proposal Alderman Matt Fitterer was content with, arguing that city leaders could then decide to vote for or against the proposal at their own discretion.

To further illustrate the vision Frey and his company had for the property, Frey invited board members to tour the facility with Worldwide Stages staff as to help draw a clearer picture of the potential for the building.



"When we talked with our potential tenants at that location, you can almost see their eyes light up when they walk through the facility," Frey said. "They don't understand what it's going to be until they're actually there on sight, and then suddenly they realize this is a facility like no other in the world - we would like to provide that same sort of opportunity to the board."

Alderman Dan Allen suggested that as a way to verify Worldwide Stages' commitment to the project, the city could solicit from them a non-refundable deposit of around \$100,000, which would not be applicable to the purchase price.

In an apparent attempt to reiterate his company's commitment, Frey had this to say:

"I hope the board understands how serious we are, how much work we've done on this to date, and we've actually got a publicly-traded company that's gone through the due diligence and committed to fund," Frey said.

"One of the things that's in the background is we've had a global pandemic - I understand it's been a lengthy delay, but I don't think we've had a situation like this before, certainly not in my lifetime."

The board will vote on whether to accept Worldwide Stages' new sale contract during their next voting meeting on Tuesday, Feb. 16.

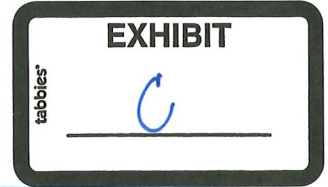
Alexander Willis

https://www.nashvillepost.com/plan-calls-for-spring-hill-building-to-become-large-rehearsal-venue/article_fa8a8ac9-0391-5e29-9010-62d2498c024a.html

Plan calls for Spring Hill building to become large rehearsal venue

City officials consider selling former Saturn HQ they bought in '17

ALEXANDER WILLIS
FEB 18, 2020



The city of Spring Hill is considering selling off one of its premiere properties — the Northfield Workforce Development Center — and has posted a sale contract on its website. The would-be purchaser, a Nashville-based entertainment group named Crescendo Entertainment, would potentially transform the Northfield Building into a high-level rehearsal venue for major music concerts and tours, according to Alderman Matt Fitterer.

“In addition to performance space, the new facility would contain ancillary businesses such as set design, audio and lighting companies, and the many other providers that support the concert touring industry,” Fitterer wrote in a news release. “The new space would dwarf anything available in the regional

Nashville market for concert preparations and rehearsals.”

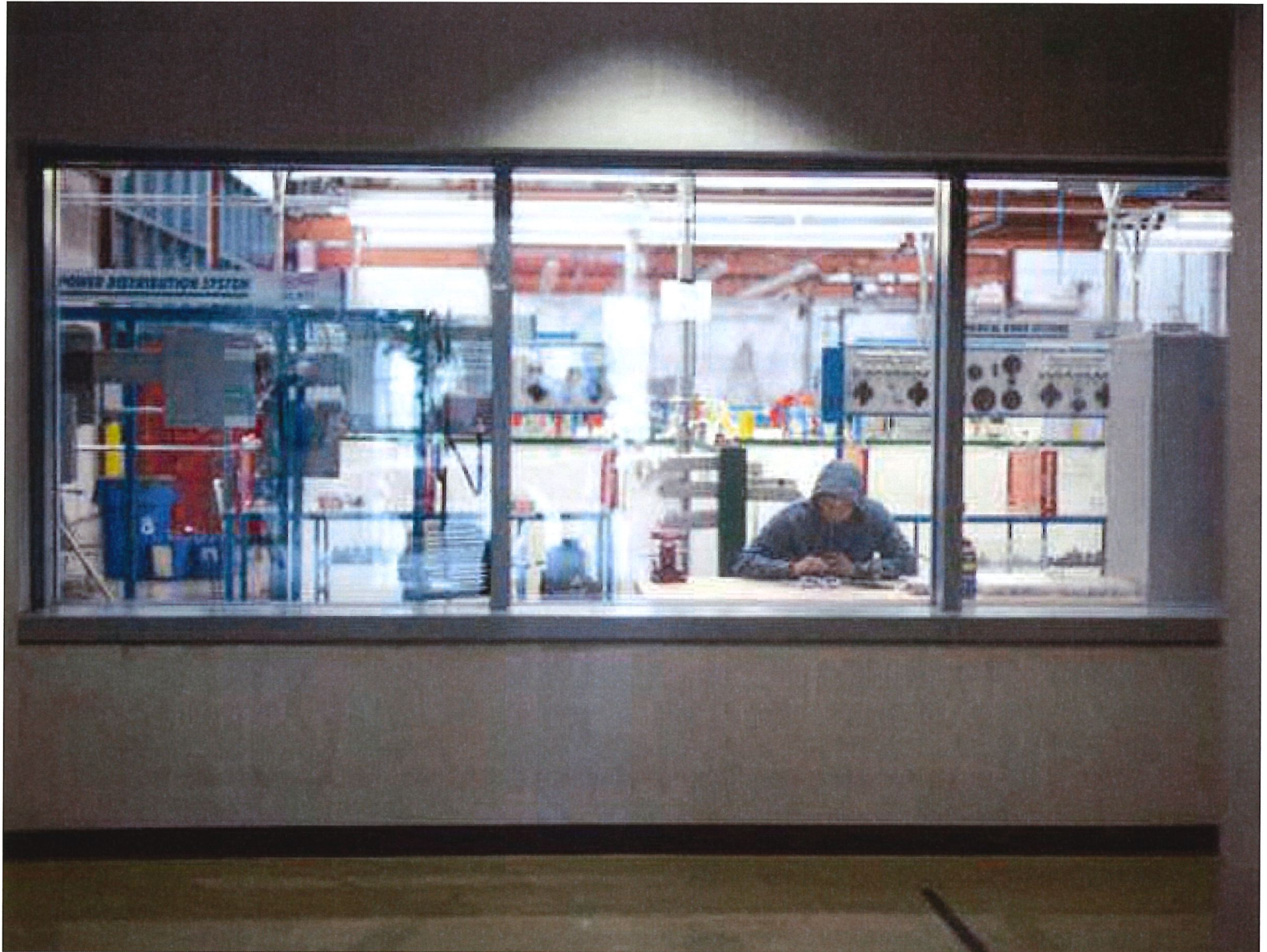
Fitterer went on to call the potential sale a producer of “significant ongoing economic activity” for the city, and that the sheer scope of the facility would make Spring Hill “the focal point of major concert production in the United States.”

“Only one facility of similar scale and scope currently exists in the United States,” Fitterer wrote. “Located just outside of Lancaster, PA, Rock Litiz has become a hub of live event production and has been featured in numerous national publications. The new facility at Northfield would be a direct competitor and provide much needed space for concert creation and production in Music City.”

The sale contract stipulates Crescendo would **purchase the Northfield Building for \$9.2 million**. The city bought the building in December 2017 for \$8.2 million. It also secured a \$13.2 million dollar loan to finance the purchase along with related renovations.

The original intent of the purchase was to house the city’s municipal offices such as City Hall and the police and fire headquarters. But leaders — who are scheduled to discuss the potential sale of the Northfield Building at their meeting Tuesday — have shied away from that plan.

Northfield contract approved in split 5-4 decision



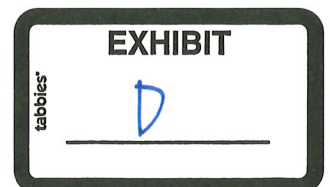
Columbia State Community College student Jeffrey Perez works inside the college's industrial engineering campus at the Northfield Workforce Development Center in Spring Hill on Tuesday, March 3, 2020.

STAFF PHOTO BY MIKE CHRISTEN

JAY POWELL | THE DAILY HERALD | 8:58 am CST March 3, 2020



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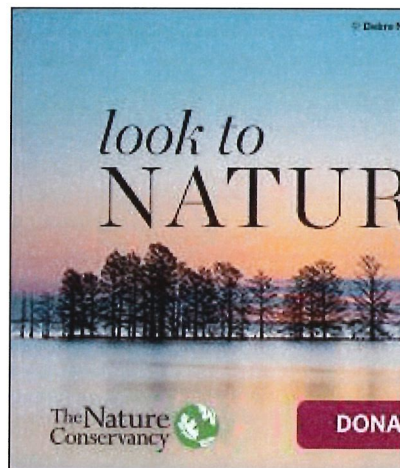
approved.



The split 5-4 vote authorizes the contract for a proposed \$9.2 million sale of the Northfield building to Gallatin-based Crescendo Entertainment, who plans to completely renovate the 350,000 square-foot facility into office and rehearsal space for major touring bands and entertainment industry professionals. The sale could potentially place Spring Hill on the international market, as well as generate millions in annual revenue for the city and Maury County.

Aldermen Matt Fitterer, who motioned the approval, Jon Canepari, Kevin Gavigan, Dan Allen and Hazel Nieves all voted in favor of the sale, with Mayor Rick Graham, Vice Mayor Amy Wurth and Aldermen Vincent Fuqua and Jeff Graves opposing.

Although Graham stated that Monday's vote "is not final," city staff could now face the task of finding new locations for the Spring Hill Public Library expansion, a new Spring Hill Police Department headquarters and offices for the city's Public Works, Planning and Codes Departments, potentially pushing these projects back years, not to mention millions of taxpayer dollars.



"It's not that we wouldn't love to have this company, and I will state that again, but it's about \$20 million, and we need it for five departments," Graham said. "This doesn't make it final, just so everybody

understands. This is a process that now starts with the sale of Northfield. It'll be three or four months as we work through the next stages. It's not a done deal, but the negotiating really starts now."

Northfield is also in great need of renovations and repairs, which a recent assessment deemed "unfeasible" based on the city's budget. Crescendo, however, plans to invest the money needed to make those necessary repairs.

Wurth, another vocal opponent to the sale, has previously stated that starting over could amount to \$17.5 million in debt to taxpayers. She also called into question the \$9.2 million price tag, which compared to the \$8.18 million Spring Hill spent in 2017, isn't necessarily a profit when considering other expenses made since the city took ownership.

"We spent \$8.1 million [to buy Northfield], then we spent \$1.1 million for the police design and \$625,000 on the library's design, and now we spent \$100,000 on an assessment," Wurth said during BOMA's regular meeting in February. "We're not even breaking even on this sale ... and we'll be delayed on getting a new library and a new police headquarters for at least another five or six years, because we can't support the debt."



Crescendo co-owner Kelly Frey spoke to BOMA members about the potential this multi-million dollar project could mean for the city's growth, and that there really isn't anything else like it in the country. In addition to renovating the former Saturn headquarters, Crescendo will also open doors for new jobs, as well as opportunities for local artists to get their start.

"Crescendo plans to improve the Northfield complex into a multi-million dollar creative campus for top-tier music touring artists to rehearse, to build and program their performances before they go on tour," Frey said. "All of this funding is going to be used locally in Spring Hill. Crescendo itself will spend millions of dollars renovating Northfield, and will bring dozens of full-time, high paying jobs to the community, and Crescendo has a commitment to create educational opportunities for local citizens that will enable them to enter the music touring industry."

Frey added that there have already been a long list of big-name acts who have shown interest in the project.

“As of today, we’ve received letters of intent from the top managers representing such notables as Tim McGraw, Dolly Parton, Carrie Underwood, Faith Hill, Dave Matthews Band, Lionel Richie, Chris Stapleton, Lady Antebellum ... and literally hundreds of names this council would be familiar with,” he said. “We even received a letter of intent from the ‘Grand Ole Opry’ itself, and its 65 legendary members of country music.”

No discussion was made as to the future of the library, police and other planned city projects, but Graham said there is still much to do with the process of the sale. Frey, and the sale’s supporters, believe Crescendo could likely bring Spring Hill the economic shot in the arm it needs right now, while also placing it on the international map for a more than \$100 million industry to take notice.

“Crescendo has the capital, the musical connections and the collective knowledge. What we need now is the community of Spring Hill to help us make something truly exceptional happen,” Frey said. “Let’s make history tonight.”

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Northfield contract approved in split 5-4 decision

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