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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

GEOFF TATE and SUSAN TATE, a
married couple,

Plaintiffs,

v.

EDDIE JACKSON and TERESA GOLDEN-
JACKSON, a married couple; SCOTT
ROCKENFIELD and MISTY
ROCKENFIELD, a married couple;
MICHAEL WILTON and KERRIE LYNN
WILTON, a married couple; TRI-RYCHE,
CORPORATION, a Washington corporation;
QUEENSRYCHE MERCHANDISING,
INC., a Washington corporation; and
MELODISC LTD., a Washington
corporation,

Defendants.

No. _____

**COMPLAINT FOR DAMAGES,
DECLARATORY JUDGMENT,
SHAREHOLDER OPPRESSION,
BREACH OF FIDUCIARY DUTY,
DISSOLUTION, BREACH OF
CONTRACT, CORPORATE WASTE,
DERIVATIVE SUIT, LIBEL AND
SLANDER, AND INJUNCTIVE RELIEF**

Plaintiffs Geoff Tate (“Tate”) and Susan Tate (“Susan”) (collectively, the “Tates”), by and through their attorneys of record, Joshua Brower, Ben Stone, and Denver Gant of Veris Law Group PLLC, and for claims against defendants Eddie Jackson (“Jackson”), Teresa Golden-Jackson, Scott Rockenfield (“Rockenfield”), Misty Rockenfield, Michael Wilton (“Wilton”), Kerrie Lynn Wilton, Tri-Ryche Corp. (“Tri-Ryche”), Queensryche Merchandising, Inc. (“QM”), and Melodisc LTD. (“Melodisc”) (collectively, the “Defendants”), allege as follows:

I. INTRODUCTION

1
2 1. In the early 1980s, four boys from Bellevue, Washington, were performing in a
3 heavy metal cover band that was unable to land a recording contract because they lacked a lead
4 singer. In 1981, Geoff Tate joined them as the lead singer, they recorded a demo tape that
5 received widespread praise, and Queensryche was born.

6 2. Over the last 30 years, Queensryche with Geoff Tate at the helm and as its front
7 man sold more than 30 million albums and delighted audiences young and old with their music.
8 Geoff Tate is Queensryche. Out of the 144 songs ever recorded by Queensryche, Tate wrote
9 116, or 81%. Geoff Tate and former bandmember Chris DeGarmo receive nearly 61% of
10 Queensryche's royalty payments compared to Jackson, Wilton, and Rockenfield who *combined*
11 receive only 23.61%. While Geoff Tate has worked his entire career writing songs and music for
12 Queensryche, and has been its face and voice, Jackson, Wilton, and Rockenfield chose not to be
13 involved with certain Queensryche albums and songs, and had to be replaced by studio
14 musicians.

15 3. Now, in an attempt to mask blind greed with statements of "creative differences,"
16 Jackson, Wilton, and Rockenfield have attempted to expel Queensryche's lead singer, lead
17 songwriter, and front man, Geoff Tate, from the band. Jackson, Wilton, and Rockenfield intend
18 to tour as Queensryche without Geoff Tate. Jackson's, Wilton's, and Rockenfield's attempt to
19 tour without Geoff Tate will lead to the destruction of the Queensryche name and brand, just as it
20 has for countless other bands that dump their lead singer.

II. PARTIES, JURISDICTION, AND VENUE

21
22 4. Tate is a married man who resides in King County, Washington.

23 5. Upon information and belief, Jackson and Teresa Golden-Jackson, a married
24 couple, reside in Snohomish County, Washington.

25 6. Upon information and belief, Rockenfield and Misty Rockenfield, a married
26 couple, reside in Snohomish County, Washington.

1 7. Upon information and belief, Wilton and Kerrie Lynn Wilton, a married couple,
2 reside in King County, Washington.

3 8. Tri-Ryche, a Washington corporation, conducts business in and its registered
4 agent resides in King County, Washington.

5 9. QM, a Washington corporation, conducts business in and its registered agent
6 resides in King County, Washington.

7 10. Melodisc, a Washington corporation, conducts business in and its registered agent
8 resides in King County, Washington.

9 11. This Court has jurisdiction over this matter and the parties pursuant to
10 RCW 2.08.010.

11 12. Venue is proper in King County pursuant to RCW 4.12.025 because a majority of
12 the defendants either reside in King County or conduct business in King County and pursuant to
13 RCW 23B.14.310(1) because the registered agent for Tri-Ryche, QM, and Melodisc resides in
14 King County.

15 **III. GENERAL FACTUAL ALLEGATIONS**

16 **A. Queensryche Formed**

17 13. In 1981, four boys from Bellevue, Washington, formed a band called the Mob,
18 but they needed a lead singer.

19 14. Jackson, Rockenfield, Wilton, and Chris DeGarmo (“DeGarmo”) recruited Tate to
20 be the front man and lead singer of the Mob.

21 15. After recording a demo tape with Geoff Tate on lead vocals that garnered
22 widespread praise, the Mob renamed the band after the title track to their demo tape and
23 Queensryche (the “Band”) officially came into existence.

24 16. The Band signed with a record label shortly thereafter.
25
26

1 17. Over the last 30 years, the Band sold more than 30 million records worldwide,
2 toured extensively, and has a top-10 hit, "Silent Lucidity," and the critically acclaimed concept
3 album, "Operation Mindcrime."

4 **B. Geoff Tate Is The Heart, Brains, And Soul Of The Band**

5 18. Tate is by far and away the most prolific songwriter for the Band.

6 19. Out of the 144 songs the Band has recorded, Tate wrote or co-wrote 116 or **81%**.

7 20. By comparison, the other band members, individually or collectively, wrote or
8 co-wrote a fraction of Queensryche's songs or music: Jackson co-wrote 24 (17%), Wilton wrote
9 or co-wrote 49 (34%), and Rockenfield wrote or co-wrote 31 (22%).

10 21. As a reflection of the above statistics, Tate receives 33.77% of the royalties for
11 the Band's songs.

12 22. By comparison, the rest of the Band receives a paltry amount: Jackson receives
13 4.56%, Wilton receives 12.52%, and Rockenfield receives 6.53%.

14 23. DeGarmo, who left the band nearly 15 years ago, wrote 64 songs, which is more
15 songs than Jackson, Wilton, or Rockenfield.

16 24. DeGarmo also receives a higher percentage of royalties, 27.06%, than Jackson,
17 Wilton, and Rockenfield *combined*.

18 25. During the last 15 years, studio artists, producers, and temporary band members
19 contributed more to the Band's songwriting than Jackson, Wilton, and Rockenfield.

20 26. It was common practice inside of the Band to give small or equal publishing
21 rights to Jackson, Wilton, and Rockenfield to appease the jealous conflicts that arose over the
22 amount of royalties Tate and DeGarmo received.

23 27. Removing these small or equal publishing rights shows that Tate wrote or
24 co-wrote 71% of the songs, while Jackson wrote 7%, Wilton wrote 24%, and Rockenfield
25 wrote 11%.

1 28. As time went on, Jackson, Wilton, and Rockenfield became less and less involved
2 in the day-to-day operation and management of Queensryche.

3 29. Geoff Tate has always been the “face” of Queensryche, conducting the majority
4 of media relations, interviews and press appearances.

5 30. Tate would do multiple promotional interviews a day in support of Queensryche’s
6 touring efforts.

7 31. Jackson, Wilton, or Rockenfield would do no more than one or two interviews per
8 tour.

9 32. Jackson, Wilton, and Rockenfield were replaced by studio artists on multiple
10 tracks recorded for Queensryche albums.

11 33. For example, on the “Operation Mindcrime II” album, the Band would reserve
12 studio time only to have Jackson, Wilton, and Rockenfield not show up.

13 34. Consequently, Geoff Tate, along with studio musicians and producers, wrote and
14 performed all of the songs on the album with almost no help from Jackson, Wilton, or
15 Rockenfield.
16

17 35. Every attempt was made to include Jackson, Wilton, and Rockenfield but they did
18 not participate.

19 36. Jackson, Wilton, and Rockenfield received copies of the songs on the demo and
20 time was reserved for them to come to the studio to record their parts.

21 37. The Band reserved two weeks for Wilton to record his part of the songs written by
22 Geoff Tate and the others.

23 38. When Wilton showed up, he hadn’t learned any of the songs so the two weeks
24 were wasted trying to teach him the songs.

25 39. In the end, Wilton could not learn his parts of the songs, could not perform them
26 accurately enough, and the record was released without any guitar tracks performed by Wilton.

1 40. Studio musicians performed all of Wilton's guitar tracks on the album.

2 41. Rockenfield did not participate at all in making the Operation Mindcrime II
3 album.

4 42. A studio musician performed all of the drum tracks on the album instead of
5 Rockenfield.

6 43. Upon information and belief, Tate alleges that Rockenfield did not even listen to
7 the songs on the album until after it was released.

8 44. Jackson traveled to the San Francisco Bay area at the time Geoff Tate was
9 finishing the album with the studio musicians and the producer.

10 45. Jackson had not learned any of the songs so Geoff Tate and the producers spent
11 approximately 10 days trying to teach Jackson his bass guitar parts.

12 46. Because Jackson could not learn them all, studio musicians played the majority of
13 the bass guitar parts on the album.

14 47. The same thing happened on the album "America Soldier."

15 48. Aside for credit to Rockenfield for a drum track for two songs, Geoff Tate and the
16 producer, along with two outside writers, wrote all of the songs on the American Soldier album.

17 49. Jackson, Wilton, or Rockenfield did not submit any songs for the album.

18 50. Jackson, Wilton, or Rockenfield put minimum effort into this album, simply
19 copying the demo performances created by Geoff Tate and the producer.

20 51. As a long-time industry expert will attest, his experience working with
21 Queensryche was not one of working with a functioning band, but instead one of working with a
22 solo artist, Geoff Tate, and some mediocre hired musicians, Jackson, Wilton, and Rockenfield.

23
24
25 **C. Formation Of Queensryche Companies**

26 52. Tate, the Members and DeGarmo formed Tri-Ryche in 1989.

- 1 53. Tri-Ryche is a Washington corporation.
- 2 54. Tate is a shareholder of Tri-Ryche corporation.
- 3 55. Tate, the Members and DeGarmo formed Melodisc in 1991.
- 4
- 5 56. Tate is a shareholder of Melodisc.
- 6 57. Tate, the Members and DeGarmo formed QM in 1996.
- 7 58. Tate is a shareholder of QM.
- 8 59. Tri-Ryche owns the intellectual property of Queensryche, including the name and
- 9 trademark, "Queensryche."
- 10 60. QM conducts Queensryche's marketing activities.
- 11 61. Melodisc owns Queensryche's publishing rights (the three companies, Tri-Ryche,
- 12 Melodisc, and QM are collectively referred to herein as the "QR Companies").
- 13 62. Tate, Jackson, Wilton, Rockenfield, and DeGarmo each owned twenty percent
- 14 (20%) of the outstanding shares of capital stock in each of the QR Companies.
- 15 63. Tate, Jackson, Wilton, Rockenfield, and DeGarmo signed a Shareholder's
- 16 Agreement ("Agreement") for the management of Try-Ryche in 1994.
- 17 64. The Agreement defined the rights to ownership of the Band's name and contained
- 18 mandatory capital stock transfer provisions should a Band member leave or be expelled.
- 19 65. DeGarmo left the Band in 1998.
- 20 66. The Agreement expired in 2004 and is void.
- 21 67. As a result of DeGarmo leaving, the share of capital stock Tate, Jackson, Wilton,
- 22 and Rockenfield hold in each of the QR Companies increased to twenty-five percent (25%) each.
- 23 68. Tate has been a shareholder, a member of the board of directors, and an officer of
- 24 the QR Companies for every year since the inception of the QR Companies.
- 25
- 26

1 **D. The Members Pick A Fight With Tate**

2 69. Because of personal differences with Tate, in early February 2012, Rockenfield
3 decided he wanted to move Queensryche's highly profitable in-house merchandising and fan
4 club operations to a third-party merchandising management company.

5 70. Under Rockenfield's proposed deal with the merchandising management
6 company, the Band would lose significant profits from merchandising and touring proceeds.

7 71. Geoff Tate, along with the Band's manager, Susan Tate, and the Band's long-time
8 business manager, tried to convince Rockenfield this would result in substantially less money for
9 the Band.

10 72. The Band's business manager solicited other bids from merchandising
11 management companies and found one that was reasonable.

12 73. Rockenfield refused to consider this bid despite the evidence the Band would
13 make more money compared to Rockenfield's proposal.

14 74. In early April 2012, Jackson, Wilton, and Rockenfield attempted to call a meeting
15 of the shareholders and/or directors of the QR Companies without proper notice to Tate.

16 75. Sometime before April 14, 2012, Jackson, Wilton, and Rockenfield held a
17 shareholder and director meeting despite failing to provide proper notice to Tate.

18 76. After that meeting, Jackson, Wilton, and Rockenfield told Tate they fired the
19 Band's manager (Tate's wife, Susan), the merchandising director (Tate's daughter, Miranda),
20 and one of the Band's guitar techs. This was part of Rockenfield's personal vendetta against
21 Tate and was not based on sound business judgment.

22 77. As a result of firing the merchandising director, the Band has had little to no
23 merchandising sales and limited or poor contact and interaction with its fan base and fan club.

24 78. Jackson, Wilton, and Rockenfield also told Tate they were forming a side project
25 without Tate.
26

1 79. On May 8, 2012, Jackson, Wilton, and Rockenfield attempted to convene another
2 shareholders and/or board of directors meeting without proper notice to Tate despite Tate
3 informing them he was unavailable to attend the meeting.

4 80. On May 31, 2012, Jackson, Wilton, and Rockenfield told Tate they no longer
5 wanted to perform with Tate.

6 81. In a letter from their lawyer, Jackson, Wilton, and Rockenfield threatened Tate by
7 telling him he should accept a low-ball buy-out offer or be publically forced out of the Band.

8 82. On June 5, 2012, Jackson, Wilton, and Rockenfield, at a board or shareholder
9 meeting Tate did not attend, attempted to expel Tate from the Band and the QR Companies.

10 83. Jackson, Wilton, and Rockenfield decided they would continue to use the
11 Queensryche name and hire a new lead singer, along with studio musicians, who could cover
12 Queensryche's songs in the same style as Tate.

13 84. Three days before Queensryche was scheduled to appear in Salt Lake City, UT,
14 Jackson, Wilton, and Rockenfield told Tate they would not play the schedule concert on
15 June 11, 2012.

16 85. In order to prevent further damage to the Band for breach of contract and damage
17 to its brand and reputation, Tate played the June 11, 2012, show in Salt Lake City as a solo-act.

18 86. At that time, the Band had at least five (5) additional shows scheduled for various
19 venues around the Country.

20 87. Upon information and belief, in early June, Jackson, Wilton, and Rockenfield
21 fired the Band's long-time agent, and cancelled all scheduled shows except one, the Halfway
22 Jam, for which the Band is still listed as Queensryche with a picture of Geoff Tate.

23 88. On Monday June 18, 2012, Jackson, Wilton, and Rockenfield, through a new
24 agent, began soliciting new offers for booking "Queensryche" without mentioning in that
25 solicitation that Tate would not be the lead singer.
26

1 89. On June 20, 2012, Jackson, Wilton, and Rockenfield sent a statement to
2 Billboard.com stating that “creative differences” led to Queensryche replacing Tate with a new
3 lead singer.

4 90. The Billboard.com story contains false, slanderous and libelous statements about
5 Tate.

6 91. On June 20, 2012, Jackson, Wilton, and Rockenfield sent a press release to
7 Pollstar.com stating that Queensryche intended to tour without Tate.

8 92. Upon information and belief, Jackson, Wilton, and Rockenfield intend to tour and
9 perform Queensryche material without Tate.

10 93. Tate will not receive money from the Band’s touring and is suffering damages in
11 an amount to be proven at trial.

12 94. Jackson, Wilton, and Rockenfield are damaging the name Queensryche by touring
13 and holding themselves out as Queensryche without Tate as the lead singer.

14
15 **IV. FIRST CAUSE OF ACTION: DECLARATORY JUDGMENT**

16 95. The Tates incorporate all preceding paragraphs as if fully set forth herein.

17 96. Jackson, Wilton, and Rockenfield relied upon an invalid and expired agreement in
18 an attempt to expel Tate and transfer Tate’s shares of Tri-Ryche to themselves.

19 97. Because there is no authority under the Articles of Incorporation or the Bylaws of
20 any of the QR Companies for other shareholders to vote to expel Tate and transfer his shares of
21 the QR Companies to themselves, the Tates are entitled to a judgment declaring Tate retains his
22 25% interest in the Band, the QR Companies, and the name Queensryche.

23 98. For the reasons articulated herein, an actual dispute exists between Tate and
24 Jackson, Wilton, and Rockenfield, the parties have genuine and opposing interests, which
25 interests are direct and substantial, and of which a judicial determination will be final and
26

1 conclusive. Therefore, Tate is entitled to a Declaratory Judgment determining that he remains a
2 shareholder of the QR Companies.

3
4 **V. SECOND CAUSE OF ACTION: SHAREHOLDER OPPRESSION**

5 99. The Tates incorporate all preceding paragraphs as if fully set forth herein.

6 100. Tate is a founding member of Queensryche and the QR Companies.

7 101. Tate is a shareholder in each of the QR Companies and is a Director of the
8 companies.

9 102. Tate has been actively involved in Queensryche and the QR Companies for over
10 30 years.

11 103. Tate has been employed and earned his livelihood from Queensryche and the
12 QR Companies for over 30 years.

13 104. As a founding member of Queensryche and the QR Companies, Tate has a
14 reasonable expectation to retain his ownership in the QR Companies and his employment with
15 Queensryche and the QR Companies.

16 105. By attempting to fire him and voting to expel Tate from the QR Companies,
17 Jackson, Wilton, and Rockenfield are oppressing Tate, a minority shareholder.

18 106. Jackson's, Wilton's, and Rockenfield's actions are burdensome, harsh and
19 wrongful, lack probity and fair dealing in the affairs of the QR Companies and are prejudicing
20 Tate.

21 107. Jackson's, Wilton's, and Rockenfield's actions are a visible departure from the
22 standards of fair dealing and a violation of fair play on which every QR Company shareholder is
23 entitled to rely.
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1 108. Because Jackson, Wilton, and Rockenfield are oppressing Tate, the Tates are
2 entitled to damages in amount to be proven at trial but no less than amount equal to the fair value
3 of Tate's ownership interest in the QR Companies and their assets.

4 109. Because Jackson, Wilton, and Rockenfield are oppressing Tate, Tate is entitled to
5 an Order awarding him the name "Queensryche" in exchange for paying Jackson, Wilton, and
6 Rockenfield the fair market value of their interests in the QR Companies.

7
8 **VI. THIRD CAUSE OF ACTION: BREACH OF FIDUCIARY DUTY**

9 110. The Tates incorporate all preceding paragraphs as if fully set forth herein.

10 111. In his capacities as an officer, director, and shareholder in the QR Companies,
11 Jackson owed fiduciary duties to Tate as a shareholder in the QR Companies.

12 112. In his capacities as an officer, director, and shareholder in the QR Companies,
13 Rockenfield owed fiduciary duties to Tate as a shareholder in the QR Companies.

14 113. In his capacities as an officer, director, and shareholder in the QR Companies,
15 Wilton owed fiduciary duties to Tate as a shareholder in the QR Companies.

16 114. Jackson, Wilton, and Rockenfield breached their fiduciary duties to Tate when
17 they voted to expel Tate from the Band and the QR Companies in violation of the Articles and
18 Bylaws of the QR Companies.

19 115. As a direct, proximate, and foreseeable result of the aforementioned breaches of
20 fiduciary duties Jackson, Wilton, and Rockenfield owe to Tate, the Tates have been damaged in
21 an amount to be proven at trial.

22 116. As a direct, proximate, and foreseeable result of the aforementioned breaches of
23 fiduciary duties Jackson, Wilton, Rockenfield, owed to Tate, Tate is entitled to an Order
24 awarding him the name "Queensryche" in exchange for paying Jackson, Wilton, and Rockenfield
25 the fair market value of their interests in the QR Companies.
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1 **VII. FOURTH CAUSE OF ACTION: DISSOLUTION OF THE QR COMPANIES**

2 117. The Tates incorporate all preceding paragraphs as if fully set forth herein.

3 118. The paragraphs above establish that Jackson, Wilton, and Rockenfield have acted
4 and are acting in a manner that is oppressive to the minority shareholder and in breach of their
5 fiduciary duties owed to Tate.

6 119. RCW 23B.14.300(2)(b) allows for judicial dissolution of a corporation where,
7 “[t]he directors or those in control of the corporation have acted, are acting, or will act in a
8 manner that is illegal, oppressive, or fraudulent.”

9 120. The Tates are entitled to a decree of judicial dissolution of the QR Companies
10 because of the oppressive manner in which Jackson, Wilton, and Rockenfield have acted and are
11 acting.

12 121. The Tates are entitled to a decree of judicial dissolution authorizing the Court to
13 marshal and sell the QR Companies’ assets because of the above-described circumstances
14 pursuant to RCW Chapter 23B.14, including awarding the name “Queensryche” to Tate in
15 exchange for paying Jackson, Wilton, and Rockenfield the fair market value of their interests in
16 the QR Companies.

17
18 **VIII. FIFTH CAUSE OF ACTION: BREACH OF CONTRACT**

19 122. The Tates incorporate all preceding paragraphs as if fully set forth herein.

20 123. The Articles and Bylaws of the QR Companies control the operation of those
21 companies.

22 124. The Articles and Bylaws of the QR Companies do not allow Jackson, Wilton and
23 Rockenfield to vote to expel Tate.

24 125. Jackson’s, Wilton’s, and Rockenfield’s vote to expel Tate breached the
25 contractual provisions of the QR Companies’ Articles and Bylaws.
26

1 126. Jackson's, Wilton's, and Rockenfield's breach of the contractual provisions
2 damaged the Tates in an amount to be proven at trial.

3
4 **IX. SIXTH CAUSE OF ACTION: CORPORATE WASTE**

5 127. The Tates incorporate all preceding paragraphs as if fully set forth herein.

6 128. Jackson, Wilton, and Rockenfield are interfering with the Band's merchandising.

7 129. As a result, the Band is losing revenue.

8 130. Jackson, Wilton, and Rockenfield are interfering with the Band's relationship
9 with its fan base and fan club.

10 131. As a result, the Band is losing revenue and brand-loyalty.

11 132. Jackson's, Wilton's, and Rockenfield's attempt to tour as a Queensryche-cover
12 band without Tate will damage the Band's brand value, built over 30-years through the efforts of
13 front-man, Tate.

14 133. Jackson, Wilton, and Rockenfield will damage the Band's brand value by failing
15 to maintain the level of professionalism and interaction with media and the fan base as compared
16 to Tate's efforts during the past 30 years.

17 134. Jackson, Wilton, and Rockenfield's action constitute corporate waste.

18
19 **X. SEVENTH CAUSE OF ACTION: DERIVATIVE SUIT**

20 135. The Tates incorporate all preceding paragraphs as if fully set forth herein.

21 136. Tate is and was a shareholder of the QR Companies at the times of the alleged
22 actions described herein.

23 137. Tate's claims are not a collusive attempt to confer jurisdiction on this court.

24 138. Jackson, Wilton, and Rockenfield are damaging the QR Companies by
25 committing or allowing for corporate waste as detailed and described herein.
26

1 139. Jackson's, Wilton's, and Rockenfield's actions are damaging the Band's brand
2 value and the name Queensryche as described and detailed herein.

3 140. It would be futile for Tate to demand Jackson, Wilton, and Rockenfield remedy
4 the corporate waste because they are causing it.

5 141. It would be futile for Tate to demand Jackson, Wilton, and Rockenfield remedy
6 the corporate waste because they are the only remaining board members and thus there are no
7 independent Directors of the QR Companies to investigate and make a recommendation
8 regarding Tate's claims of corporate waste.

9 142. It would be futile for Tate to demand Jackson, Wilton, and Rockenfield remedy
10 the corporate waste because they unlawfully voted to expel Tate from the Band.

11 143. Based on the above, Tate is entitled to an Order appointing a receiver to manage
12 and oversee the Band, its operations, dissolution and winding down.

13 144. Based on the above, Tate is entitled a Court Order immediately removing
14 Jackson, Wilton, and Rockenfield from any participation in the QR Company management.

15
16 **XI. EIGHTH CAUSE OF ACTION: LIBEL AND SLANDER**

17 145. The Tates incorporate all preceding paragraphs as if fully set forth herein.

18 146. Jackson's, Wilton's, and Rockenfield's false oral and written public statements,
19 detailed above, made with full knowledge that the statements were false, damaged, and continues
20 to damage Tate's reputation.

21 147. The Tates are entitled to damages for these defamatory, libelous, and slanderous
22 acts and statements in an amount to be proven at trial.

23
24 **XII. NINTH CAUSE OF ACTION: PERMANENT INJUNCTION**

25 148. The Tates incorporate all preceding paragraphs as if fully set forth herein.
26

1 149. Tate has a clear legal right to ownership of 25% of the QR Companies.

2 150. Jackson's, Wilton's, and Rockenfield's unlawful attempt to expel Tate and tour as
3 a Queensryche-cover band without Tate violates Tate's ownership rights in the QR Companies.

4 151. The attempt to expel Tate and tour without him causes the Tates actual and
5 substantial damages, including the loss of revenues due to touring without the Band's original
6 lead singer and permanent damage to the brand Queensryche.

7 152. The Tates are entitled to a permanent injunction restraining the use of the name
8 "Queensryche" until the Court reaches a decision on the merits of this case.
9

10 XIII. PRAYER FOR RELIEF

11 The Tates pray for entry of an Order and Judgment against the Defendants providing the
12 following relief:

13 153. An Order holding Jackson, Wilton, and Rockenfield breached QR Companies'
14 controlling documents;

15 154. An Order declaring Tate remains a 25% shareholder in the QR Companies.

16 155. An Order holding that Jackson, Wilton, and Rockenfield oppressed minority
17 shareholder Tate;

18 156. An Order holding the actions of Jackson, Wilton, and Rockenfield breached their
19 fiduciary duties owed to minority shareholder Tate;

20 157. An Order awarding the name "Queensryche" to Tate in exchange for Tate paying
21 Jackson, Wilton, and Rockenfield the fair market value for their interests in the QR Companies;

22 158. An Order decreeing the QR Companies be judicially dissolved pursuant to
23 RCW 23B.14.300(2)(b);
24

25 159. An Order directing and authorizing the QR Companies' assets be marshaled and
26 sold to wind up the affairs of the QR Companies pursuant to RCW Chapter 23B.14;

1 160. An Order finding the public oral and written statements of Jackson, Wilton, and
2 Rockenfield slandered and libeled Tate and thus he is entitled to damages in an amount to proven
3 at trial;

4 161. An Order granting a permanent injunction to restrain the use of the name
5 "Queensryche;"

6 162. Order and Judgment awarding damages to the Tates in an amount to be proven at
7 trial;

8 163. Order and Judgment awarding the Tates' attorneys' fees and costs incurred
9 herein; and

10 164. For such other and further relief in favor of the Tates as the Court deems just and
11 equitable.
12

13 DATED this 22nd day of June 2012.

14 VERIS LAW GROUP PLLC

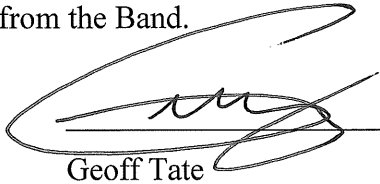
15
16  By _____

17 Joshua C. Allen Brower, WSBA No. 25092
18 Benjamin J. Stone, WSBA No. 33436
19 Denver R. Gant, WSBA No. 38552
20 Attorneys for Geoff and Susan Tate
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VERIFICATION:

The undersigned, upon penalty of perjury under the laws of the State of Washington, hereby verifies that the above allegations are true and accurate to the best of his knowledge, and that I am and was a shareholder of the QR Companies at the times of the alleged actions described herein. My claims are not a collusive attempt to confer jurisdiction on this court. Jackson, Wilton and Rockenfield are damaging the QR Companies by committing or allowing for corporate waste as detailed and described herein. Jackson, Wilton and Rockenfield's actions are damaging the Band's brand value and the name Queensryche as described and detailed herein. It would be futile for me to demand Jackson, Wilton and Rockenfield remedy the corporate waste because they are causing it. It would be futile for me to demand Jackson, Wilton and Rockenfield remedy the corporate waste because they are the only remaining board members and thus there are no independent Directors of the QR Companies to investigate and make a recommendation regarding my claims of corporate waste. It would be futile for me to demand Jackson, Wilton and Rockenfield remedy the corporate waste because they unlawfully voted to expel me from the Band.



Dated: June 22, 2012

Geoff Tate

4843-5205-4287, v. 7