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IN THE SUPERERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

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.

CASE NO. 12-2-21829-3 SEA

PLAINTIFFS' REPLY AND AFFIRMATIVE DEFENSES TO COUNTERCLAIMS

Plaintiffs Geoff and Susan Tate ("the Tates"), by and through their attorneys, as and for their reply to the Counterclaims of the defendants ("Counterclaims"), respond as follows:

FACTS COMMON TO COUNTERCLAIMS

- 1. Denied.
- 2. Denied.

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3. Denied.

4. Denied.

5. The Tates admit that, in 2012, defendants Rockenfield, Jackson, and Wilton hatched their plan to illegally kick Mr. Tate out of the band to force him to sell his 25 percent interest in in Tri-Ryche Corporation, Queensryche Merchandising, Inc., and Melodisc, Ltd. The Tates deny the remaining allegations of this paragraph of the Counterclaims.

6. The Tates admit that they disagreed with the decision by defendants Rockenfield, Jackson, and Wilton to hire the company “Showtec” to sell Queensryche merchandise because doing so would cost approximately 40 percent more than continuing to sell merchandise in-house with Miranda Tate as director of merchandising. The Tates admit that they and the attorney for Queensryche Merchandising, Inc. informed defendants Rockenfield, Jackson, and Wilton of the additional – and unnecessary – costs of hiring Showtec, but defendants Rockenfield, Jackson, and Wilton ignored this advice, even though outsourcing the sale of Queensryche merchandise was not in the interests of the Queensryche Merchandising, Inc. or defendants Rockenfield, Jackson, and Wilton. The Tates deny the remaining allegations of this paragraph of the Counterclaims.

7. Denied.

8. Denied.

9. Denied on the ground that the articles and bylaws of the “Queensryche Corporations” speak for themselves with regard to the notice required for board meetings. The Tates respectfully refer the Court to those documents for the notice provisions contained therein.

10. Denied.

1 11. The Tates admit that, behind Mr. Tate's back, defendants Rockenfield, Jackson, and
2 Wilton met and, at that meeting, decided to fire Susan Tate as the manager of the band and
3 Miranda Tate as the director of merchandising. The Tates deny the remaining allegations of this
4 paragraph of the Counterclaims.

5 12. The Tates admit that, behind Mr. Tate's back, defendants Rockenfield, Jackson, and
6 Wilton met and, at that meeting, decided to fire Susan Tate as the manager of the band and
7 Miranda Tate as the director of merchandising. The Tates deny the remaining allegations of this
8 paragraph of the Counterclaims.

9 13. The Tates admit that defendants Rockenfield, Jackson, and Wilton did not tell Mr. Tate
10 they had fired his wife and daughter until days later, when the band was in Sao Paolo, Brazil, for
11 a concert. The Tates deny the remaining allegations of this paragraph of the Counterclaims.
12

13 14. The Tates admit that, after defendants Rockenfield, Jackson, and Wilton told Mr. Tate
14 that his wife and daughter had been fired, and Mr. Rockenfield told Mr. Tate, "you're next," Mr.
15 Tate, shocked and angered, slapped Mr. Wilton and punched Mr. Rockenfield. The Tates deny
16 the remaining allegations of this paragraph of the Counterclaims.
17

18 15. The Tates admit that defendants Rockenfield, Jackson, and Wilton proceeded with the
19 performance in Sao Paolo, Brazil. The Tates deny the remaining allegations in this paragraph of
20 the Counterclaims.
21

22 16. Denied.

23 17. The Tates admit that defendants Rockenfield, Jackson, and Wilton agreed to perform
24 with Mr. Tate at the two concerts booked by Queensryche for the month of May, 2012. The
25 Tates deny the remaining allegations in this paragraph of the Counterclaims.

1 18. Denied.

2 19. Denied.

3 20. Denied.

4 21. The Tates admit that, as part of their illegal plan to force Mr. Tate out of the band and
5 Tri-Ryche Corporation, Queensryche Merchandising, Inc., and Melodisc Ltd, defendants
6 Rockenfield, Jackson, and Wilton informed Mr. Tate that he was fired as lead singer and would
7 have to sell his 25 percent interest in Tri-Ryche, Queensryche Merchandising, and Melodisc
8 back to them. The Tates deny the remaining allegations in this paragraph of the Counterclaims.
9

10 22. Denied on the ground that the statements made by Mr. Tate speak for themselves and the
11 Tates respectfully refer the Court to the article on the Rolling Stone website for the statements
12 made by Mr. Tate during his interview.
13

14 23. Denied. The Tates respectfully refer the Court to the email for the statements made
15 therein.

16 24. Admitted.

17 25. The Tates admit that Mr. Tate entered into a written agreement entitled Option/Purchase
18 Agreement with Zoetifex Studios, LLC, which conveyed certain rights to Zoetifex Studios LLC
19 with respect to the story behind Operation: Mindcrime, and the Tates respectfully refer the Court
20 to the Agreement for the terms and conditions contained therein. The Tates admit that Mr. Tate
21 is entitled to be paid under the Agreement since he conceived the idea and wrote the story for
22 Operation: Mindcrime and, hence, is the sole owner of the story of Operation: Mindcrime. The
23 Tates admit that defendants Rockenfield, Jackson, and Wilton were aware of Zoetifex Studios'
24 interest in the story behind Operation: Mindcrime and the agreement negotiated by the Tates.
25

1 The Tates admit that, during the negotiation of the Agreement, defendant Rockenfield requested
2 the right to write the score for an animated film that Zoetifex Studios was interested in making
3 and, in response, a provision was written into the Agreement giving Queensryche that right. The
4 Tates deny the remaining allegations in this paragraph of the Counterclaims.

5
6 26. The Tates admit that, among other terms and conditions of the Option/Purchase
7 Agreement, Mr. Tate was entitled to a payment of \$150,000 if Zoetifex Studios made Operation:
8 Mindcrime into an animated film. The Tates admit that Mr. Tate is entitled to this payment
9 because he conceived the idea and wrote the story for the album and, thus, is the sole owner of
10 the story. The Tates admit that defendants Rockenfield, Jackson, and Wilton were aware of the
11 Agreement and the payments to which Mr. Tate is entitled if Zoetifex Studios makes the
12 animated film. The Tates also admit that, to date, the movie has not been made and, as a result,
13 Mr. Tate has not received the \$150,000 payment. The Tates deny the remaining allegations of
14 this paragraph of the Counterclaims.

15
16 27. The Tates deny they engaged in any malfeasance in charging expenses to the
17 “Queensryche Corporations.” The Tates admit that costs incurred by The VooDoos, an opening
18 band for Queensryche during a recent tour, were fronted by Queensryche. The Tates deny this
19 was done to avoid immigration laws. The Tates admit that, instead, it happened because The
20 VooDoos lacked the money to pay the expenses, and The VooDoos repaid every dollar they
21 owed Queensryche as The VooDoos were paid by venues for shows. The Tates also deny that
22 defendants Rockenfield, Jackson, and Wilton ever accused them of engaging in malfeasance in
23 charging expenses to the “Queensryche Corporations” prior to the filing of the Counterclaims.
24 The Tates deny the remaining allegations of paragraph 27 of the Counterclaims.
25

1 28. The Tates admit that Mr. Tate's solo projects were advertised on the Queensryche.com
2 mailing list and on the trailer used by Queensryche to haul band equipment. The Tates admit this
3 was done with the knowledge and consent of defendants Rockenfield, Jackson, and Wilton. The
4 Tates admit that defendants Rockenfield, Jackson, and Wilton also promoted their projects on the
5 Queensryche.com mailing list and used other Queensryche owned property, including the trailer
6 recording gear for their side projects. The Tates deny the remaining allegations of this paragraph
7 of the Counterclaims.
8

9 29. Denied.

10 **FIRST COUNTERCLAIM: ASSAULT**

11 30. The Tates re-allege their responses to paragraphs 1-29 of the Counterclaims above.

12 31. Denied.

13 32. Denied.

14 **SECOND COUNTERCLAIM: BREACH OF FIDUCIARY DUTY**

15 33. The Tates re-allege their responses to paragraphs 1-32 of the Counterclaims above.

16 34. This paragraph of the Counterclaims alleges a statement of law for which no response is
17 required.
18

19 35. Denied.

20 36. Denied.

21 37. Denied.

22 38. Denied.

23 39. Denied.

24 40. Denied.

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- 41. Denied.
- 42. Denied.
- 43. Denied.

THIRD COUNTERCLAIM: BREACH OF DUTY OF LOYALTY

44. The Tates re-allege their responses to paragraphs 1-43 of the Counterclaims above.

45. This paragraph of the Counterclaims alleges a statement of law for which no response is required.

- 46. Denied.
- 47. Denied.
- 48. Denied.
- 49. Denied.
- 50. Denied.
- 51. Denied.
- 52. Denied.
- 53. Denied.
- 54. Denied.

FOURTH COUNTERCLAIM: LIBEL/DEFAMATION

55. The Tates re-allege their responses to paragraphs 1-54 of the Counterclaims above.

- 56. Denied.
- 57. Denied.
- 58. Denied.

FIFTH COUNTERCLAIM:

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TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY

59. The Tates re-allege their responses to paragraphs 1-59 of the Counterclaims above.

60. Admitted.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

SIXTH COUNTERCLAIM:

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

65. The Tates re-allege their responses to paragraphs 1-64 of the Counterclaims above.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

SEVENTH COUNTERCLAIM: CONVERSION

71. The Tates re-allege their responses to paragraphs 1-70 of the Counterclaims above.

72. Denied.

73. Denied.

74. Denied.

75. Denied.

EIGHTH COUNTERCLAIM: NEGLIGENCE

- 1 76. The Tates re-allege their responses to paragraphs 1-75 of the Counterclaims above.
2 77. Denied.
3 78. Denied.
4 79. Denied.
5 80. Denied.

7 **NINTH COUNTERCLAIM: WASTE**

- 8 81. The Tates re-allege their responses to paragraphs 1-80 of the Counterclaims above.
9 82. Denied.
10 83. Denied.
11 84. Denied.
12 85. Denied.

14 **TENTH COUNTERCLAIM: UNJUST ENRICHMENT**

- 15 86. The Tates re-allege their responses to paragraphs 1-85 of the Counterclaims above.
16 87. Denied.
17 88. Denied.
18 89. Denied.
19 90. Denied.

21 **PRAYER FOR RELIEF**

- 22 A. Denied.
23 B. Denied.
24 C. Denied.
25 D. Denied.

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E. Denied.

F. Denied.

AFFIRMATIVE DEFENSES

1. Failure to state a claim upon which relief can be granted.
2. Statute of limitations.
3. Business judgment rule.
4. Unclean hands.
5. Comparative fault.
6. Estoppel.
7. Waiver.
8. Laches.
9. Ratification.
10. Privilege.

WHEREFORE, for the foregoing reasons, the Tates respectfully request judgment as follows:

1. Dismissal of the Counterclaims with prejudice.
2. Judgment in favor of the Tates on their Affirmative Defenses.
3. Fees and costs as allowed by law.
4. Such other and further relief as this Court deems appropriate.

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DATED this 15th day of August, 2012.

VERIS LAW GROUP PLLC

s/ Benjamin J. Stone
Benjamin J. Stone, WSBA No. 33436
Attorneys for Plaintiffs

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DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the State of Washington that on this date I caused the foregoing document to be served on the following persons via the methods indicated:

Thomas T. Osinski, Jr., Esq.
OSINSKI LAW OFFICES, PLLC
535 Dock Street, Suite 108
Tacoma, Washington 98402
tto@osinskilaw.com
253.383.4433 (phn)
253.572.2223 (fax)

- Overnight Delivery via Fed Ex
- First Class Mail via USPS
- Hand-Delivered via ABC Legal Messenger
- Facsimile
- E-mail

Dated at Seattle, Washington, this 15th day of August, 2012.

s/ Alison Sepavich
Alison Sepavich, Paralegal

4853-1784-3984, v. 1