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THE HONORABLE CAROL A. SCHAPIRA
KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 12-2-21829-3 SEA

SUPERIOR COURT 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.

No: 12-2-21829-3 SEA

ANSWER AND COUNTERCLAIM

TO: CLERK OF THE ABOVE COURT

AND TO: PLAINTIFFS AND THEIR COUNSEL OF RECORD

COMES NOW Defendants **EDDIE JACKSON** and **TERESA GOLDEN-
JACKSON, SCOTT ROCKENFIELD** and **MISTY ROCKENFIELD, MICHAEL
WILTON** and **KERRIE LYNN WILTON, TRI-RYCHE, CORPORATION,**

ANSWER AND COUNTERCLAIM - 1 of 19

Osinski Law Offices, P.L.L.C.

535 Dock St. Suite 108, Tacoma, Washington 98402
Tel (253) 383-4433 | Fax (253) 572-2223 | tto@osinskilaw.com

1 **QUEENSRYCHE MERCHANDISING, INC.**, and **MELODISC LTD.**, by and through
2 their attorney of record, Thomas T. Osinski Jr. of Osinski Law Offices P.L.L.C., and
3 submit the following answers to the complaint of Plaintiffs:

- 4 1. Denied.
- 5 2. Denied.
- 6 3. Denied.
- 7 4. Denied for lack of information.
- 8 5. Admit.
- 9 6. Admit.
- 10 7. Admit.
- 11 8. Admit.
- 12 9. Admit.
- 13 10. Admit.
- 14 11. Admit.
- 15 12. Admit.
- 16 13. Denied.
- 17 14. Denied.
- 18 15. Denied.
- 19 16. Denied.
- 20 17. Denied.
- 21 18. Denied.
- 22 19. Denied.
- 23 20. Denied.
- 24 21. Denied.
- 25 22. Denied.

- 1 23. Denied.
- 2 24. Denied.
- 3 25. Denied.
- 4 26. Denied.
- 5 27. Denied.
- 6 28. Denied.
- 7 29. Denied.
- 8 30. Denied.
- 9 31. Denied.
- 10 32. Denied.
- 11 33. Denied.
- 12 34. Denied.
- 13 35. Denied.
- 14 36. Denied.
- 15 37. Denied.
- 16 38. Denied.
- 17 39. Denied.
- 18 40. Denied.
- 19 41. Denied.
- 20 42. Denied.
- 21 43. Denied.
- 22 44. Denied.
- 23 45. Denied.
- 24 46. Denied.
- 25 47. Denied.

- 1 48. Denied.
- 2 49. Denied.
- 3 50. Denied.
- 4 51. Denied.
- 5 52. Admit.
- 6 53. Admit.
- 7 54. Admit.
- 8 55. Admit.
- 9 56. Admit.
- 10 57. Admit.
- 11 58. Admit.
- 12 59. Admit.
- 13 60. Admit.
- 14 61. Admit.
- 15 62. Admit.
- 16 63. Admit.
- 17 64. Admit.
- 18 65. Admit.
- 19 66. Admit.
- 20 67. Admit.
- 21 68. Admit.
- 22 69. Denied.
- 23 70. Denied.
- 24 71. Denied.
- 25 72. Denied.

- 1 73. Denied.
- 2 74. Denied.
- 3 75. Denied.
- 4 76. Denied.
- 5 77. Denied.
- 6 78. Denied.
- 7 79. Denied.
- 8 80. Denied.
- 9 81. Denied.
- 10 82. Denied.
- 11 83. Denied.
- 12 84. Denied.
- 13 85. Denied.
- 14 86. Denied.
- 15 87. Denied.
- 16 88. Denied.
- 17 89. Denied.
- 18 90. Denied.
- 19 91. Denied.
- 20 92. Denied.
- 21 93. Denied.
- 22 94. Denied.
- 23 95. See previous admissions and denials.
- 24 96. Deny.
- 25 97. Admit as to retained interest in QR companies only; the balance is denied.

- 1 98. Admit Geoff Tate currently owns 25% of the QR Companies.
- 2 99. See previous admissions and denials.
- 3 100. Admit as to Companies.
- 4 101. Admit as to Companies.
- 5 102. Denied as QR companies have not existed for 30 years.
- 6 103. Denied as QR companies have not existed for 30 years.
- 7 104. Denied.
- 8 105. Denied as Geoff Tate has not been expelled from the QR companies. He
- 9 was only fired from employment as lead singer and lyricist.
- 10 106. Denied.
- 11 107. Denied.
- 12 108. Denied.
- 13 109. Denied.
- 14 110. See previous admissions and denials.
- 15 111. Admit.
- 16 112. Admit.
- 17 113. Admit.
- 18 114. Denied.
- 19 115. Denied.
- 20 116. Denied.
- 21 117. See previous admissions and denials.
- 22 118. Denied.
- 23 119. Denied.
- 24 120. Denied.
- 25 121. Denied.

- 1 122. See previous admissions and denials.
- 2 123. Admit.
- 3 124. Admit as to corporations alone, but not as to firing.
- 4 125. Denied.
- 5 126. Denied.
- 6 127. See previous admissions and denials.
- 7 128. Denied.
- 8 129. Denied.
- 9 130. Denied.
- 10 131. Denied.
- 11 132. Denied.
- 12 133. Denied.
- 13 134. Denied.
- 14 135. See previous admissions and denials.
- 15 136. Admit.
- 16 137. Denied.
- 17 138. Denied.
- 18 139. Denied.
- 19 140. Denied.
- 20 141. Denied.
- 21 142. Denied.
- 22 143. Denied.
- 23 144. Denied.
- 24 145. See previous admissions and denials.
- 25 146. Denied.

- 1 147. Denied.
2 148. See previous admissions and denials.
3 149. Admitted.
4 150. Denied.
5 151. Denied.
6 152. Denied.

7 Plaintiffs Deny Plaintiffs are entitled to anything prayed for.

8 **AFFIRMATIVE DEFENSES**

9 Defendants also serve notice of the following affirmative defenses:

- 10 1. Contributory fault;
11 2. Contributory negligence;
12 3. Duress;
13 4. Plaintiff's damages, if any, were caused by his own acts and omissions;
14 5. Failure to mitigate damages;
15 6. Failure to state a claim;
16 7. Ratification;
17 8. Unclean hands;
18 9. Waiver.

19 **COUNTERCLAIMS**

20 By way of further answer and counterclaim, Defendants allege the following:

21 ***FACTS COMMON TO COUNTERCLAIMS***

- 22 1. Following the installation of Plaintiff Susan Tate as manager in 2005,
23 Plaintiffs began to assert more and more creative, business, and overall control of
24 Queensryche to their benefit, and to the detriment of Defendants.
25

1 2. This included locking the individual Defendants out of the creative
2 process, resulting in vastly falling record sales and increasing criticism for each of the
3 three following studio albums recorded by the band.

4 3. Plaintiffs Tate would use brinksmanship, manipulation of monies, and
5 the co-placement of Geoff Tate as lead singer and Susan Tate as manager to
6 exercise control over the other three corporate members.

7 4. Plaintiffs Tate would place family members on the payroll of the
8 Queensryche entities in order to exercise control and steer funds from Queensryche to
9 Tate relatives.

10 5. Defendant Bandmates decided to start taking back control of the
11 Queensryche corporations in 2012.

12 6. They first raised the idea of using an outside service instead of Tate
13 family members to run the merchandise and fan club operations, and met with fierce
14 resistance from the Tates.

15 7. Undeterred the Defendant Bandmates moved forward as a majority of
16 the directors of the Queensryche Corporations and called a legal meeting with proper
17 notice via e-mail to discuss this.

18 8. All meetings for several years had been called by e-mail or text message
19 with no one, including Geoff Tate, raising an objection.

20 9. The articles and bylaws of the Queensryche Corporations also allow for
21 any form of "personal communication" for notices.

22 10. Despite this, Mr. Tate refused to participate in the meeting.

23 11. At the meeting, which consisted of a valid quorum of the directors, the
24 other band members voted to terminate the in-house fan and merchandise operations
25 and switch to an outside vendor.

1 12. They also voted to terminate Susan Tate as manager in an attempt to
2 restore balance to the operation of the companies and explore options for more
3 professional and advantageous outside management.

4 13. When Geoff Tate learned of this, he called for an emergency directors
5 meeting to discuss the directors' actions. At the meeting in Sao Paulo, Brazil, before a
6 performance, the directors' actions were discussed and re-confirmed as the will of the
7 majority of the directors.

8 14. A few hours later while on stage just prior to the commencement of a
9 performance, Geoff Tate engaged in a vicious and unprovoked act of workplace
10 violence by assaulting Scott Rockenfield and Michael Wilton, and, but for the
11 intervention of security, would have assaulted Eddie Jackson as well.

12 15. The performance was delayed for over twenty minutes, but being
13 professionals, the Defendant Bandmates still went forward with the performance.

14 16. During the performance, Geoff Tate continued to spit at and taunt the
15 other band members.

16 17. Following the assault, the Defendant Bandmates agreed to complete the
17 two shows they knew were contracted for the month of May.

18 18. However, during these performances, Geoff Tate was kept separate
19 from the band, with different flights, hotel accommodations, and through the use of
20 greatly enhanced security.

21 19. At the last of the shows, Mr. Tate told the audience they "sucked,"
22 driving many to leave the performance.

23 20. Seeing no way to continue to work with Mr. Tate, as he expressed no
24 remorse and was becoming more erratic, the Defendant Bandmates reached out to
25 Mr. Tate's counsel to see if an agreed departure for Mr. Tate could be reached.

1 21. That effort failing, they removed him by a properly-called directors
2 meeting wherein Mr. Tate was fired as lead singer.

3 22. Subsequent to this firing, Mr. Tate took to the press, including
4 RollingStone.com to accuse the Defendant Bandmates of engaging in wrongful
5 conduct, being motivated by money only, having little to no creative input in the band,
6 no concern for fans, and making detrimental business decisions, all in addition to
7 having “personal problems.”

8 23. Additionally, through their agent Garry Buck, Plaintiffs Tate attempted to
9 coerce and threaten the Halfway Jam promoters into not allowing Queensryche with
10 the new line-up to play, even going so far as to threaten possible legal action.

11 24. A true and correct copy of this e-mail is attached hereto and
12 incorporated by reference as Exhibit 1 to this counterclaim.

13 25. It has also come to light that Mr. Tate negotiated a deal to option the
14 rights to Operation: Mindcrime, the band’s multi-platinum concept album, without the
15 consent or knowledge of the other band members, and with no grant of authority from
16 the Queensryche Corporations.

17 26. This movie option included a \$150,000 fee payable to Geoff Tate alone,
18 above and beyond anything paid to the Queensryche Corporations.

19 27. The Defendant Bandmates have also noted irregularities and other
20 possible malfeasance with the charging of expenses to the Queensryche Corporations
21 by both Plaintiffs Tate including, but not limited to, the running of all expenses and
22 profits for the non work-permitted musical act, The VooDoos, through Queensryche
23 accounts.

24 28. Plaintiffs Tate have also converted Queensryche Corporation property to
25 their own use for their benefit, while being detrimental to the Corporations. This

1 includes, but is not limited to, use by Geoff Tate solo projects of the Queensryche.com
2 mailing list and the Queensryche logo-bearing trailer.

3 29. Plaintiffs Tate have also locked out the Defendant Bandmates from
4 access to all internet and social media assets and accounts, including
5 Queensryche.com and Facebook, while continuing to promote Geoff Tate solo
6 projects and endeavors, robbing the Defendant Bandmates of such promotional
7 opportunities while utilizing these corporate assets to benefit Geoff Tate with no grant
8 of authority to do so.

9
10 ***FIRST COUNTERCLAIM:***

11 ***ASSAULT***

12 30. Defendants re-allege counterclaim paragraphs 1–29 above.

13 31. Geoff Tate assaulted Scott Rockenfield and Michael Wilton onstage prior
14 to a performance.

15 32. As a result, Scott Rockenfield and Michael Wilton were harmed and are
16 entitled to compensation for damages in an amount to be determined at trial.

17 ***SECOND COUNTERCLAIM:***

18 ***BREACH OF FIDUCIARY DUTY***

19 33. Defendants re-allege counterclaim paragraphs 1–32 above.

20 34. In his capacities as officer, director, and shareholder of the Queensryche
21 Corporations, Geoff Tate owed a fiduciary duty to his bandmates Eddie Jackson, Scott
22 Rockenfield and Michael Wilton.

23 35. Geoff Tate breached this duty by excluding his bandmates from the
24 creative and business operations of the corporations.

1 Defendants' reputations and standing in the community and injuring Defendants in
2 their business and occupation.

3 57. As a direct and proximate result of Geoff Tate's actions, Defendants
4 have suffered damages in an amount to be proven at trial.

5 58. Defendants expressly reserve the right to amend this counterclaim
6 pursuant to further discovery.

7 ***FIFTH COUNTERCLAIM:***

8 ***TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY***

9 59. Defendants re-allege counterclaim paragraphs 1–58 above.

10 60. Plaintiffs Geoff and Susan Tate knew of the opportunity for the new line-
11 up to perform at Halfway Jam.

12 61. Plaintiffs Geoff and Susan Tate, and their agents, attempted to coerce
13 and dissuade the promoter from allowing that performance to go forward, including
14 use of litigation threats.

15 62. On information and belief, additional such examples will be obtained
16 through discovery.

17 63. As a direct and proximate result of the Tates' actions, Defendants have
18 suffered damages in an amount to be proven at trial.

19 64. Defendants expressly reserve the right to amend this counterclaim
20 pursuant to further discovery.

21 ***SIXTH COUNTERCLAIM:***

22 ***TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS***

23 65. Defendants re-allege counterclaim paragraphs 1–64 above.

24 66. Plaintiffs Geoff and Susan Tate knew of the contract for the new line-up
25 to perform at Halfway Jam.

1 SIGNED this 26th day of July, 2012.

2
3 OSINSKI LAW OFFICES P.L.L.C.

4 

5
6 Thomas T. Osinski, Jr., Esq.
7 Attorney for Defendants
8 WSBA #34154

Thomas Osinski

From: Sullivan D. Bigg / Bigg Time Entertainment, Inc. [sullivan@biggtimeinc.com]
Sent: Wednesday, July 11, 2012 4:04 PM
To: 'Thomas T. Osinski Jr.'
Subject: FW: Geoff Tate Of Queensryche Official Statement

Sullivan D. Bigg
Bigg Time Entertainment, Inc. - Los Angeles
818 817-7540 Office / 917 952-6425 Mobile / 818 267 5688 Fax
sullivan@biggtimeinc.com / www.biggtimeinc.com
AIM - BiggTimeEnt / SKYPE - sullivanbigg
A Licensed & Bonded Talent Agency
California Talent Agency License # TA-6601-1

From: Tommyvee@rockhousepro.com [<mailto:tommyvee@rockhousepro.com>]
Sent: Wednesday, June 20, 2012 11:26 AM
Subject: Fwd: Geoff Tate Of Queensryche Official Statement

See below and call me!

Sent from my iPhone

Tommy Vee
Rockhouse Productions, LLC

Begin forwarded message:

From: Jerry Lima <jerry@montereyinternational.net>
Date: June 20, 2012 1:00:56 PM CDT
To: Tommy Vee <tommyvee@rockhousepro.com>
Subject: Fwd: Geoff Tate Of Queensryche Official Statement

Hi Tommy,

Geoff Tate's Queensryche is definitely available if you'd like to make the switch. The other band going by the name of Queensryche is having the name disputed. If you want to have a version of the band that can use the name, you should be using Geoff Tate's Queensryche.

Jerry

Begin forwarded message:

Subject: Geoff Tate Of Queensryche Official Statement
Date: June 18, 2012 12:43:54 PM PDT

"This is not the original Queensryche. Geoff Tate, the original and only lead singer is not in this cover version of the band and this group being solicited is being disputed for their rights to use the name Queensryche. Geoff Tate, singer for Queensryche would like to make sure our buyers are aware of this and that Monterey International is the agent for the original and only Queensryche."

Best,
Susan Tate
Geoff Tate management