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THE HONORABLE SUSAN AMINI

Noted for hearing: August 20, 2013

SUPERIOR COURT CLERK
Without oral argument

E-FILED

CASE NUMBER: 12-2-21829-3 SEA

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. 12-2-21829-3 SEA

DECLARATION OF GEOFF TATE IN SUPPORT OF PLAINTIFFS' MOTION TO CONTINUE TRIAL DATE AND AMEND CASE SCHEDULE

Geoff Tate declares as follows:

1. I am the plaintiff in this lawsuit. I am over 18, competent to give testimony, and base this declaration on personal knowledge.

2. I first met Chris DeGarmo in 1979, when I was around 20. He was a guitarist in a local rock band. I met bassist Eddie Jackson and guitarist Michael Wilton next. They were playing in a local rock trio with drummer Scott Rockenfield. Soon, Chris joined the trio, and asked me to join them as the lead singer. I did. We called ourselves "The Mob." We were

DECLARATION OF GEOFF TATE IN SUPPORT OF MOTION TO CONTINUE TRIAL DATE AND AMEND CASE SCHEDULE

1 strictly a cover band. But I wanted to write my own material. So after about a year, I left The
2 Mob.

3 3. A short time later, around 1981, DeGarmo told me that, with help from Wilton,
4 he had written three songs, and they wanted me to be the lead singer for a demo they intended
5 to send to record companies. I agreed. The five of us pooled together what little money we
6 had and recorded the demo at a studio in Redmond.

7 4. No label was interested in producing the songs on the demo, so we formed a
8 record label ourselves and produced the demo as an EP. We also changed the name of the
9 band to Queensryche after a song on the demo, "Queen of the Ryche." We sold 60,000 copies
10 of the EP worldwide. Record companies then became interested in Queensryche, and we
11 signed with EMI, a major label.

12 5. From approximately 1983 to 1997, we released seven records with EMI,
13 starting with a re-release of the EP and then six full-length albums, *The Warning*, *Rage for*
14 *Order*, *Operation: mindcrime*, *Empire*, *Promised Land*, and *Hear in the Now Frontier*.

15 6. In total, Queensryche toured the world and sold between 25 and 30 million
16 albums. Of the 145 songs released by the band, I co-wrote 117, or 81 percent of them.
17 Rockenfield wrote one song and co-wrote 32; or, 22 percent of the songs. Jackson co-wrote
18 25; or, 17 percent of the songs. Wilton wrote one song and co-wrote 50; or, 34 percent of the
19 songs. I have co-written more songs than the other three band members combined. I receive
20 33.66 percent of the royalties, while Rockenfield, Jackson, and Wilton receive 6.60, 4.64, and
21 12.55 percent of the royalties.

22 7. In 1989, as Queensryche's popularity grew due to the release of *Operation:*
23 *Mindcrime*, DeGarmo's father-in-law, who was in finance, suggested that we create
24 companies. We hired lawyers, and they ultimately formed three different companies. The first
25 was Tri-Ryche Corporation, which was incorporated in Washington on August 30, 1989, the
26 second was Melodisc Ltd., which was incorporated in Washington on June 3, 1991, and the

1 third was Queensryche Merchandising, Inc., which was incorporated in Washington on
2 October 28, 1996.

3 8. Originally, DeGarmo, Rockenfield, Jackson, Wilton, and I owned 20 percent of
4 each company. We were also the directors and officers of the companies. When DeGarmo
5 chose to leave the band, the four remaining band members received his shares. So
6 Rockenfield, Jackson, Wilton, and I now own 25 percent of each company.

7 9. DeGarmo's departure marked a turning point for Wilton, Jackson, and
8 Rockenfield's involvement in the businesses of Queensryche. For example, in 2006,
9 Queensryche released *Operation: mindcrime II*. We had added Michael Stone as a guitarist
10 and songwriter and now added Jason Slater, who played bass but was also a songwriter and
11 record producer. Slater, Stone, and I wrote most of the songs for the album. I received partial
12 songwriting credit for 15 of the 16 songs on the album. Wilton received some credit for three
13 songs, but his involvement was minimal. For one song, he added one note. Jackson received
14 minimal credit for two songs. Rockenfield received none.

15 10. At this point, Rockenfield, Jackson, and Wilton stopped recording with the
16 band. A session musician had to be hired to play the drum tracks for *Operation: mindcrime II*.
17 This also occurred while recording other more recent albums.

18 11. In addition, Rockenfield, Jackson, and Wilton stopped supporting Queensryche
19 records and tours. As the lead singer and songwriter, I recognized I was the "face" and voice
20 of the band, and was very active in marketing Queensryche's records and tours. I would show
21 up anywhere, anytime, to give an interview or do a promotion. Jackson, Wilton, and
22 Rockenfield became resentful of my royalty income and leadership.

23 12. Our band manager for many years is my wife Susan Tate.

24 13. Susan ran the band's merchandising business with her daughter Miranda. It
25 was profitable and was a significant source of profit for the band.
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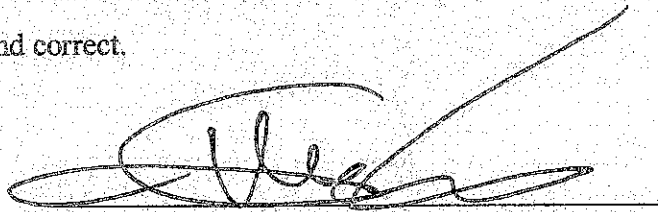
1 14. Without telling Susan or me, Rockenfield had gone to another company,
2 Showtec, and asked for a bid to sell Queensryche merchandise. Showtec had given
3 Rockenfield the bid and, at the meeting, he showed it to us. Susan and I and Queensryche's
4 accountant/lawyer, Neil Sussman, looked closely at what Showtec proposed. The offer was
5 terrible for Queensryche. Queensryche would have to pay Showtec 40 percent of the profits
6 made from the sale of merchandise. Queensryche made far more profit selling merchandise
7 through Queensryche Merchandising, Inc.

8 15. On April 14, 2012, I was in Sao Paolo, Brazil, for a Queensryche show. Before
9 going on stage, Rockenfield, Wilton, Jackson and I had a meeting. They told me that they had
10 had a meeting (without me) and just emailed a letter to Queensryche's accountant/lawyer
11 stating that they had fired Susan, Queensryche's long-time manager, Miranda, Queensryche's
12 merchandising director, and Chris Zukas, a guitar tech for Queensryche who was married to
13 Miranda. I was stunned. I had no idea they were so unhappy with Susan and Miranda. In
14 addition, I was upset by the heartless way they did it, particularly Susan who had successfully
15 managed the band for years. Susan had given everything to the band and had even been paid
16 at a rate which was a third of the normal rate of 15 percent of gross income for managers.

17 16. I asked him whether I was next. Rockenfield said "no." But a few minutes
18 before the curtain went up, while we were on stage, Rockenfield looked at me, and said "I fired
19 your wife, I fired your daughter and your son-in-law, and you're next." I became very upset. I
20 got physical with him and Wilton. Although I remain upset with Rockenfield and Wilton, I
21 regret losing my temper in this way. The four of us went on with the concert as planned. We
22 then performed two other shows together, one on May 12 and the other on May 27.
23 Queensryche was paid about \$60,000 for those shows.

24 17. On June 5, 2012, Rockenfield, Wilton, and Jackson held a meeting and voted
25 me out of the band and demanded that I sell my shares in the Queensryche companies back to
26 them.

1 I declare under penalty of perjury of the laws of the State of Washington this 9th day of
2 August, 2013 that the foregoing is true and correct.

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5 Geoff Tate

6 4843-1700-5589, v. 1

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DECLARATION OF GEOFF TATE IN
SUPPORT OF MOTION TO CONTINUE
TRIAL DATE AND AMEND CASE
SCHEDULE