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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.

Case No. 12-2-21829-3 SEA

DECLARATION OF GEOFF TATE IN SUPPORT OF THE MOTION FOR PRELIMINARY INJUNCTION

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.

The Formation of Queensryche

2. I grew up in Tacoma, and moved to Seattle in 1978, when I was 19.

DECLARATION OF GEOFF TATE IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION 1

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1 3. I began playing piano when I was 9. I was writing music shortly after that. I
2 played in my first rock band when I was 17, and was a lead singer when I was 18. I loved
3 writing songs and playing music. I knew this was what I wanted to do with my life.

4 4. I first met Chris DeGarmo in 1979, when I was around 20. He was a guitarist in
5 a local rock band. I met bassist Eddie Jackson and guitarist Michael Wilton next. They were
6 playing in a local rock trio with drummer Scott Rockenfield. Soon, Chris joined the trio, and
7 asked me to join, too. I did. We called ourselves “The Mob.” We were strictly a cover band.
8 But I wanted to write my own material. So after about a year, I left The Mob.

9 5. A short time later, around 1981, DeGarmo told me that, with help from Wilton,
10 he had written three songs, and they wanted me to sing them for a demo they wanted to send to
11 record companies. I agreed. The five of us pooled together what little money we had and
12 recorded the demo at a studio in Redmond.

13 6. No label was interested in producing the songs on the demo so we formed a
14 record label ourselves and produced the demo as an EP. We also changed the name of the
15 band to Queensryche after a song on the demo, “Queen of the Ryché.” We sold 60,000 copies
16 of the EP worldwide. Record companies then became interested in Queensryche, and we
17 signed with EMI, a major label.

18 **During the EMI Years, DeGarmo and I Wrote Most Queensryche Songs**

19 7. From approximately 1983 to 1997, we released seven records with EMI,
20 starting with a re-release of the EP and then six full-length albums, The Warning, Rage for
21 Order, Operation: Mindcrime, Empire, Promised Land, and Hear in the Now Frontier.

22 8. In the music industry, songwriters get publishing credit and royalties for
23 songwriting, and will get partial credit and a percentage of the royalties if they co-wrote the
24 song. Like all other bands, Queensryche kept records of percentages of songwriting credit
25 given to band members for each song the band released. Throughout our career, I kept track of
26

1 this information for Queensryche. A copy of a spreadsheet that was prepared that accurately
2 reflects the songwriting credit for each song produced by Queensryche is attached hereto as
3 Exhibit A. As this spreadsheet shows, in the beginning, DeGarmo, Wilton, and I worked
4 together on songwriting. For the first full-length album, The Warning, which had nine songs, I
5 received 50 percent of the songwriting credit for five songs and 33 percent for two other songs.
6 DeGarmo received 100 percent for one song, 50 percent for two songs, and 33 percent for two
7 other songs. Wilton received 100 percent for one song, 50 percent for three songs, and 33
8 percent for two songs. Rockenfield and Jackson did not write songs and received no
9 songwriting credit.

10 9. In 1988, Queensryche released its third full-length album, Operation:
11 Mindcrime. It was a “concept” album, a “rock opera,” I conceived of about Nikki, a fictional
12 character who becomes disillusioned with society and joins a revolutionary group. It became
13 Queensryche’s second most popular album, going platinum and selling a million copies. Its
14 popularity also reignited interest in prior albums, causing those to all go gold, each selling over
15 500,000 copies. Operation: Mindcrime included 14 songs. I received songwriting credit for
16 11 of the songs, 50 percent for ten and 33 percent for an eleventh song. The only songs for
17 which I received no credit were three songs that were written by DeGarmo. Wilton received
18 partial credit for six of the songs I co-wrote.

19 10. In 1990, after Operation: Mindcrime, Queensryche released Empire, its most
20 popular album. It went triple platinum, selling three million copies, and included the song
21 “Silent Lucidity,” which reached number nine on the Billboard Top Ten pop chart and won an
22 MTV music award. There were 11 songs on the album. I received songwriting credit – either
23 50 percent or 33 percent – on 8 songs. Wilton received 50 percent songwriting credit for three
24 songs, and 33 percent songwriting credit for two songs on that album.

25 11. After Empire, however, Wilton’s role in songwriting diminished significantly,
26 leaving DeGarmo and me as the songwriters for the band. Promised Land, which followed

1 Empire and was released in 1994, had 11 songs. I received 50 percent songwriting credit for
2 five songs, 25 percent credit for one song, and 20 percent credit for another. Wilton received
3 25 percent credit for one song, and 20 percent for another. Promised Land was also an unusual
4 instance in which Rockenfield and Jackson received any credit, with Rockenfield getting 100
5 percent credit for one song and Jackson getting 20 percent credit for one song.

6 **DeGarmo Leaves Queensryche**

7 12. In 1997, Queensryche released Hear in the Now Frontier, its last album under
8 the EMI label. For me, it was important that each album have a theme, a concept. By this
9 time, it had become important to our audience, too, who had come to expect and look forward
10 to it. To this point, I had thought up the theme for every album but, for Hear in the Now
11 Frontier, DeGarmo came up with the concept. But I was still very much involved in
12 songwriting. The album had 15 songs. Aside from minimal involvement by Wilton, partial
13 credit for one song, Jackson, partial credit for two songs, and Rockenfield, partial credit for
14 one song, DeGarmo and I received all the songwriting credit.

15 13. By the time, tension over songwriting royalties was becoming a big problem
16 within the band. Rockenfield, Jackson, and Wilton had been complaining for years, but it now
17 reached a fever pitch. Fed up over that, and some other things, DeGarmo quit. DeGarmo's
18 departure was devastating. He was a songwriter and guitarist and was in many ways the
19 business leader of the band. But Queensryche was my life, and I was committed to the band. I
20 also believed that, with the right replacement for DeGarmo, Queensryche could continue to
21 produce quality music for its fans while also providing a living for the band.

22 **My Role at Queensryche Continues to Grow After DeGarmo Left**

23 14. Kelly Gray, a guitarist, songwriter, and producer I knew for years, replaced
24 DeGarmo as a guitarist and songwriter for Queensryche. Gray was aware of the tension over
25 songwriting credit. So for our next album, Q2K, we agreed that we would all share
26

1 songwriting credit equally. But it did not motivate Rockenfield, Jackson, and Wilton to
2 contribute to songwriting.

3 15. In 2006, Queensryche released Operation: Mindcrime II. We had added
4 Michael Stone as a guitarist and songwriter and now added Jason Slater, who played bass but
5 was also a songwriter and record producer. Slater, Stone, and I wrote most of the songs for the
6 album. I received partial songwriting credit for 15 of the 16 songs on the album. Wilton
7 received some credit for three songs, but his involvement was minimal. For one song, he
8 added one note. Jackson received minimal credit for two songs. Rockenfield received none.

9 16. At this point, Rockenfield, Jackson, and Wilton stopped recording with the
10 band. Rockenfield did not even try to play his parts. A session musician had to be hired to
11 play the drum tracks for Operation: Mindcrime II. To prevent negative press for the album, the
12 session musician signed an agreement saying he would not disclose that he had played the
13 tracks. Wilton and Jackson showed up but they did not know the material. Ultimately, none
14 of what Wilton recorded could be used for the album, and another session musician had to be
15 hired to play his parts. That musician also signed an agreement saying he would not disclose
16 that he had played Wilton's parts on the album.

17 17. In addition, Rockenfield, Jackson, and Wilton stopped supporting Queensryche
18 records and tours. As the lead singer and song writer, I recognized I was the "face" and voice
19 of the band, and was very active in marketing Queensryche's records and tours. I would show
20 up anywhere, anytime, to give an interview or do a promotion. For the first albums,
21 Rockenfield, Jackson, and Wilton did interviews and promotions. But now they would do one
22 or two interviews or promotions for an album or a tour, and that was it. This would continue
23 for years to come. Indeed, Wilton began disparaging the albums on the internet.

24 18. In 2009, Queensryche released American Soldier. It was a concept album
25 conceived by my wife and me honoring soldiers, based on my interviews of hundreds of
26 soldiers. I wrote the songs with Slater and Gray, who rejoined the band as a producer.

1 Jackson and Wilton did not help in writing any tracks. Rockenfield did get 30 percent
2 songwriting credit for two songs. But he did not co-write the songs. Instead, the two songs
3 had been previously written by Gray as demos, before they were recorded as tracks on
4 American Soldier, and Rockenfield had played drums on the demos. To appease him, we gave
5 him 30 percent credit for the two songs.

6 19. Rockenfield, Jackson, and Wilton were also uninvolved and uninterested in the
7 recording of American Soldier. They showed up only once or twice and played a few partial
8 tracks for the record. Another guitarist had to play Wilton's other parts, and the producer had
9 to do a lot of heavy editing with the little amount of material Rockenfield and Jackson
10 provided in order to complete the record.

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

18 Corporate Structure for Queensryche

19 21. In 1989, as Queensryche's popularity grew due to the release of Operation:
20 Mindcrime, DeGarmo's father-in-law, who was in finance, suggested that we create
21 companies. We hired lawyers, and they ultimately formed three different companies.

22 22. The first was Tri-Ryche Corporation, which was incorporated in Washington on
23 August 30, 1989. The purpose of Tri-Ryche was to own the intellectual property of
24 Queensryche, including the name of the band. Just to make sure that Tri-Ryche owned the
25
26

1 band name, in 1994, our lawyers had us sign a Shareholder's Agreement. A true and correct
2 copy of that agreement is attached hereto as Exhibit B.

3 23. The second was Melodisc Ltd., which was incorporated in Washington on June
4 3, 1991. The purpose of this company was to own and control the publishing rights to
5 Queensryche music.

6 24. The third was Queensryche Merchandising, Inc., which was incorporated in
7 Washington on October 28, 1996. The purpose of this company was to control the sale of
8 Queensryche merchandise.

9 25. Originally, DeGarmo, Rockenfield, Jackson, Wilton, and I owned 20 percent of
10 each company. We were also the directors and officers of the companies. When DeGarmo
11 chose to leave the band in 1998, the four remaining band members received his shares. So
12 Rockenfield, Jackson, Wilton, and I now own 25 percent of each company.

13 **Rockenfield, Jackson, and Wilton Fire The Band Manager and Merchandise Director**

14 26. By early February 2012, Queensryche had ended its tour in support of its last
15 album, Dedicated to Chaos. Our contract with our record label was over. Our band manager
16 for many years, my wife Susan Tate, was in negotiations with two record companies that were
17 interested in signing Queensryche.

18 27. Susan asked for a meeting of the band to discuss the future plans for
19 Queensryche. At the meeting, Susan explained that she had booked seven shows for
20 Queensryche. For each show, Queensryche would receive between \$35,000 and \$60,000. We
21 also agreed that the band members could do some solo projects. We also agreed that, in late
22 2012, we would reunite and begin re-recording Operation: Mindcrime for an early 2013 release
23 to celebrate the 25th anniversary of that album.

24 28. During the meeting, Rockenfield asked Susan to leave the room. She did and
25 Rockenfield said he wanted to talk about Queensryche's merchandise business. Since 1996,
26

1 when Queensryche Merchandising, Inc. was formed, Queensryche has handled the sale of
2 merchandise. Susan has run the business with her daughter Miranda. It was profitable and has
3 been a significant source of profit for the band. Rockenfield, Jackson, and Wilton had never
4 complained about how merchandise sales were handled before. But now, without explaining
5 why, Jackson, Wilton, and Rockenfield said they wanted to hire another company to handle the
6 sale of Queensryche merchandise. Without telling Susan or me, Rockenfield had gone to
7 another company, Showtec, and asked for a bid to sell Queensryche merchandise. Showtec
8 had given Rockenfield the bid and, at the meeting, he showed it to us. We agreed to look at it.

9 29. After the meeting, Susan and I and Queensryche's accountant/lawyer looked
10 closely at what Showtec proposed. The offer was terrible for Queensryche. Queensryche
11 would have to pay Showtec 40 percent of the profits made from the sale of merchandise.
12 Queensryche made far more profit selling merchandise through Queensryche Merchandising,
13 Inc. Jackson, Wilton, and Rockenfield were told this, but they insisted on hiring a company to
14 handle the sale of merchandise. To prevent further arguing, Susan went out and found another
15 company, Tinman, which could sell Queensryche merchandise at less cost than Showtec.

16 30. On April 14, 2012, I was in Sao Paolo, Brazil for a Queensryche show. Before
17 going on stage, Rockenfield, Wilton, Jackson and I had a meeting. They told me that they had
18 had a meeting (without me) and just emailed a letter to Queensryche's accountant/lawyer
19 stating that they had fired Susan, Queensryche's long-time manager, Miranda, Queensryche's
20 merchandising director, and Chris Zukas, a guitar tech for Queensryche who was married to
21 Miranda. I was stunned. I had no idea they were so unhappy with Susan and Miranda. In
22 addition, I was upset by the heartless way they did it, particularly Susan who had successfully
23 managed the band for years. It was then clear to me why they had wanted to hire Showtec, so
24 they could fire Susan and Miranda.

25 31. I asked him whether I was next. Rockenfield said "no." But a few minutes
26 before the curtain went up, while we were on stage, Rockenfield looked at me, and said "I fired

1 your wife, I fired your daughter and your son-in-law, and you're next." I became very upset. I
2 went after Rockenfield and tried to hit him but, before I could land a punch, the stage crew
3 grabbed me. The crew let go of me, but I was still very upset. As I was walking to the front of
4 the stage to begin the concert, I passed Wilton, and pushed him. Although I remain upset with
5 Rockenfield and Wilton, I regret losing my temper in this way. The four of us went on with
6 the concert as planned. We then performed two other shows together, one on May 12 and the
7 other on May 27. Queensryche was paid about \$60,000 a show.

8 32. On May 29, 2012, Rockenfield, Jackson, and Wilton announced they were
9 forming a band, Rising West. The singer was Todd La Torre.

10 **Rockenfield, Jackson, and Wilton Kick Me Out of Queensryche and Demand I Sell Them**
11 **My Shares in Queensryche**

12 33. On May 31, 2012, the lawyer for Rockenfield, Wilton, and Jackson sent a letter
13 to my lawyer. A copy of that letter is attached hereto as Exhibit C. He said that Rockenfield,
14 Jackson, and Wilton would not perform with me again. He also told me that unless I accepted
15 a lowball offer, Rockenfield, Jackson, and Wilton would vote me out of Queensryche. I
16 rejected the offer. Queensryche has been my life's work for 30 years. I have been the voice,
17 the face, the words, and the heart of Queensryche. When we formed Queensryche, I expected
18 we would remain together forever. I never thought Rockenfield, Jackson, and Wilton would
19 unilaterally decide that I was no longer in the band. And I cannot see how Queensryche can
20 successfully continue without me. Rockenfield, Jackson, and Wilton do not and cannot write
21 nearly enough music for a new album every year or two. And without a new album every year
22 or two, bands like Queensryche cannot tour or sell merchandise. In addition, Rockenfield,
23 Jackson, and Wilton did not contribute enough to promote Queensryche albums or tours.
24 Forcing me out was a particularly short-sighted business decision given these tough economic
25 times, where fans have less money and can go to fewer concerts. Fans are more likely to use
26 what little disposable income they have to see a band with its original lineup, rather than one

1 with a new lead singer. I was shocked by the decision, shaken to the core, but, as upset as I
2 was, I could not agree to their demand. My attorney responded that I would not quit the band.
3 A copy of that letter is attached as Exhibit D.

4 34. On June 5, 2012, Rockenfield, Wilton, and Jackson held a meeting and voted
5 me out of the band and demanded that I sell my shares in the Queensryche companies back to
6 them. After the meeting, I was sent the minutes. A true and correct copy of what I received is
7 attached hereto as Exhibit E.

8 35. On June 11, 2012, Queensryche was scheduled to perform a concert in Salt
9 Lake City. It had been booked by Susan. A few days before the show, however, I was told
10 that Rockenfield, Wilton, and Jackson would not perform with me. Refusing to play shows
11 destroys Queensryche's reputation in the music industry. It burns the promoters who booked
12 the shows, some of whom had been working with Queensryche for years. It also alienates
13 fans who had purchased tickets for the shows, were looking forward to the concerts, and now
14 might not get full refunds. I was committed to doing what I could to stop this from happening.
15 We called the promoter and I volunteered to play the concert without Rockenfield, Jackson, or
16 Wilton. The promoter agreed, and I played the show.

17 36. On June 18, 2012, a music agent hired by Rockenfield, Jackson, and Wilton
18 sent an email to promoters saying he was booking shows for Queensryche. A copy of the
19 email sent by Mr. Lee to promoters is attached hereto as Exhibit F. He did not disclose that I
20 would not be part of the tour.

21 37. On June 20, 2012, Rockenfield issued a press release, allegedly on behalf of
22 Queensryche, to Billboard. A copy of that article is attached hereto as Exhibit G. I was not
23 told the press release would be issued, or asked to contribute to what it said. The release said
24 that there had been "growing creative differences within Queensryche" and that "we hoped to
25 find a common resolution, but in the end parting ways with Geoff was the best way for
26 everyone to move forward in a positive direction." The release said that Todd La Torre was

1 the new lead singer for Queensryche, touring was on hold, and a concert on August 10 had
2 been canceled. What Rockenfield said about the band break up was untrue. There were no
3 “creative differences” between Rockenfield, Jackson, Wilton, and me. They were not active in
4 the creative process, so how could there be “creative differences”? They also made no effort
5 to reach a “common resolution” before they demanded that I leave the band. Also, I learned
6 that, this summer, they are going forward with one concert, the Halfway Jam in Minnesota.
7 And in its advertisements for the concert, the Halfway Jam is showing a photograph of
8 Queensryche with me as the lead singer.

9 38. That same day, Pollstar, an industry guide for concerts and touring that is
10 closely followed by professionals in the music industry, sent out a mass email. A copy of the
11 email is attached hereto as Exhibit H. The email, entitled “Queensryche Announce New
12 Lineup,” repeated what was said in the Billboard article.

13 **Rockenfield, Jackson, and Wilton’s Actions Are Causing Significant Harm to**
14 **Queensryche**

15 39. Rockenfield, Wilton, and Jackson are causing significant harm to the
16 Queensryche name and brand that I have worked so hard to create and maintain. To my
17 knowledge, they have not signed the merchandising agreement with Tinman, or hired anyone
18 to replace Miranda and Susan to handle merchandising. For the first time in years,
19 Queensryche is selling no merchandise and fans cannot place new orders, which is causing
20 significant losses for the band. A copy of an email we received from Tinman about this is
21 attached as Exhibit I.

22 40. Rockenfield, Wilton, and Jackson are burning bridges with promoters by
23 canceling shows that have been booked. I have been working with promoters for 30 years.
24 Based on this experience, it is my opinion that these promoters will be less willing to work
25 with Queensryche in the future. Canceling shows also alienates fans who purchased tickets for
26 these shows, were looking forward to the concerts, and who may not receive full refunds.

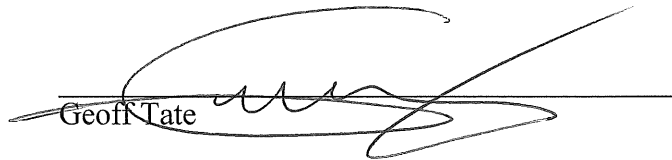
1 Making matters worse, it seems that fans who are buying tickets for the Halfway Jam
2 mistakenly believe that I will be performing with the band.

3 41. By firing me without a valid reason, and touring as Queensryche without me,
4 the lead singer, songwriter, and face of the band for the last 30 years, they are hurting the value
5 of the band. I cannot think of a single promoter who would book Queensryche at the same
6 venues or at the same fees with Mr. La Torre as the lead singer. For the shows that were
7 booked for 2012, Queensryche was getting paid between \$35,000 and \$60,000 a show. I do
8 not know a single promoter that would pay that for Queensryche now. I do not even know a
9 single promoter that would book Queensryche with this line up.

10 42. Plus, choosing to air the dispute between us publicly – by issuing press releases
11 that are untrue – paints Queensryche in a bad light.

12 43. Finally, kicking me out of the band and firing Susan ended Susan's negotiations
13 with recording labels. No record label I know of will sign Queensryche now.

14 I declare under penalty of perjury of the laws of the State of Washington this 27 day
15 of June, 2012 that the foregoing is true and correct.

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4848-0852-4816, v. 3

Exhibit A

Exhibit A - Queensryche Songwriting Credit Distribution

Album	Song	Tate	Jackson	Rockenfield	Wilton	DeGarmo ¹	Carrell ¹	Gane ¹	Gray ¹	Johnson ¹	Kamen ¹	Slater ¹	Stone ¹	Total
EP	Queen of the Reich	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
EP	Blinded	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
EP	Nightrider	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
EP	The Lady Wore Black	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
EP	Prophecy	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Warning	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Enforce	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Deliverance	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	No Sanctuary	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	NM156	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Take Hold of Fame	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Before the Storm	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Child of Fire	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Warning	Road to Madness	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	Walk in the Shadows	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	I Dream In Infrared	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	The Whisper	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	The Killing Words	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	Surgical Strike	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	Neue Regel	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	Chemical Youth	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	London	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	Screaming in Digital	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Rage for Order	I Will Remember	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	I Will Remember Now/Anarch X	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Revolution Calling	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Operation: Mindcrime	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Speak	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Spreading the Disease	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	The Mission	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Suite Sister Mary	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	The Needle Lies	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Electric Requiem	50.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Breaking the Silence	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	I Don't Believe in Love	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Waiting for 22	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	My Empty Room	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation: MindCrime	Eyes of a Stranger	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Best I Can	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	The Thin Line	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Jet City Woman	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Della Brown	33.33%	0.00%	33.33%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Another Rainy Night	33.33%	33.33%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Empire	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Resistance	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Silent Lucidity	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Hand on Heart	33.33%	0.00%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	One And Only	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Empire	Anybody Listening	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
The Adventures of Ford Fairlane	Last Time in Paris	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

¹ DeGarmo, Carrell, Gane, Gray, Johnson, Slater and Stone are either session musicians or former band members with songwriting credit who are not current band members nor parties to this lawsuit. Kamen was a film score composer who collaborated with the band on one song for the motion picture Last Action Hero.

Exhibit A - Queensryche Songwriting Credit Distribution

Album	Song	Tate	Jackson	Rockenfield	Wilton	DeGarmo ¹	Carrell ¹	Gane ¹	Gray ¹	Johnson ¹	Kamen ¹	Slater ¹	Stone ¹	Total
Promised Land	9:28am	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	I Am I	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Damaged	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Out of Mind	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Bridge	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Promised Land	20.00%	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Disconnected	50.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Lady Jane	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	My Global Mind	25.00%	0.00%	25.00%	25.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	One More Time	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Promised Land	Someone Else?	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Sign of the Times	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Cuckoo's Nest	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Get a Life	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	The Voice Inside	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Some People Fly	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Saved	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	You	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Hero	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Miles Away	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Reach	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	All I want	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Hit the Black	0.00%	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Anytime/Anywhere	33.33%	33.33%	0.00%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	sp00L	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Hear in the Now Frontier	Chasing Blue Sky	50.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Falling Down	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	One Life	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Sacred Ground	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	When the Rain Comes	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	How Could I	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Besie You	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Liquid Sky	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Breakdown	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Burning Man	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Wot Kinda Man	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	The Right Side of My Mind	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Until There Was You	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Q2K	Howl	20.00%	20.00%	20.00%	20.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Tribe	25.00%	25.00%	25.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Rhythm of Hope	33.33%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Great Divide	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Falling Behind	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Doing Fine	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Desert Dance	25.00%	0.00%	25.00%	25.00%	25.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Blood	33.33%	0.00%	33.33%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Losing Myself	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	100.00%
Tribe	The Art of Life	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Tribe	Open	45.00%	0.00%	0.00%	45.00%	10.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation Mindcrime II	Freiheit Ouverture	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	(Convict) I'm American	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	One Foot in Hell	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	Hostage	33.33%	33.33%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Operation Mindcrime II	The Hands	35.00%	0.00%	0.00%	35.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.00%	0.00%	100.00%
Operation Mindcrime II	Speed of Light	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	Signs Say Go	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%

Exhibit A - Queensryche Songwriting Credit Distribution

Album	Song	Tate	Jackson	Rockenfield	Wilton	DeGarmo ¹	Carrell ¹	Gane ¹	Gray ¹	Johnson ¹	Kamen ¹	Slater ¹	Stone ¹	Total
Operation Mindcrime II	Re-arrange You	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	The Chase	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	Murderer?	35.00%	0.00%	0.00%	35.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.00%	0.00%	100.00%
Operation Mindcrime II	Circles	35.00%	35.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.00%	0.00%	100.00%
Operation Mindcrime II	If I Could Change It All	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	An Intentional Confrontation	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	A Junkie's Blues	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	Fear City Slide	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
Operation Mindcrime II	All the Promises	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	33.33%	100.00%
American Soldier	Silver	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	Unafraid	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	Hundred Mile Stare	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	100.00%
American Soldier	At 30,000 Feet	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	A Dead Man's Words	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	The Killer	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	Middle of Hell	30.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	20.00%	20.00%	0.00%	0.00%	0.00%	100.00%
American Soldier	If I Were King	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	Man Down	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	100.00%
American Soldier	Remember Me	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
American Soldier	Home Again	30.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	20.00%	20.00%	0.00%	0.00%	0.00%	100.00%
American Soldier	The Voice	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
	Dirty Little Secret	50.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	At the Edge	50.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Broken	40.00%	0.00%	0.00%	0.00%	0.00%	0.00%	30.00%	30.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Reail Therapy	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Around the World	35.00%	0.00%	35.00%	0.00%	0.00%	0.00%	0.00%	30.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Higher	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	The Lie	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Hard Times	40.00%	0.00%	40.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Drive	40.00%	0.00%	10.00%	0.00%	0.00%	40.00%	0.00%	10.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Hot Spot Junkie	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	I Take You	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	100.00%
Dedicated to Chaos	Get Started	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Big Noize	40.00%	0.00%	40.00%	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	I Believe	45.00%	0.00%	0.00%	0.00%	0.00%	0.00%	45.00%	10.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Got It Bad	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	LuvnU	45.00%	0.00%	0.00%	0.00%	0.00%	0.00%	45.00%	10.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Dedicated to Chaos	Wot We Do	80.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
	Real World	16.67%	16.67%	16.67%	16.67%	16.67%	0.00%	0.00%	0.00%	0.00%	16.67%	0.00%	0.00%	100.00%
Royalty Averages		33.66%	4.64%	6.60%	12.55%	26.99%	0.28%	1.45%	3.86%	0.28%	0.11%	6.48%	3.10%	100.00%

Exhibit B

SHAREHOLDER'S AGREEMENT

AGREEMENT made as of the 6th day of June, 1994
by and between CHRIS DEGARMO, EDDIE JACKSON, SCOTT ROCKENFIELD,
GEOFFERY TATE, and MICHAEL WILTON (individually and collectively
hereinafter sometimes referred to as "the Shareholder(s)").

WHEREAS, the Shareholders are the members of the
musical performing and recording group professionally known as
QUEENSRYCHE (hereinafter "the Band");

WHEREAS, the Shareholders have incorporated under the
laws of the State of Washington in the name of Tri-Ryche Corp.
(hereinafter "the Corporation") and they shall own all of the
issued and outstanding shares of the Capital Stock of the
Corporation (as defined in paragraph 12(a) below); and

WHEREAS, the Shareholders deem it in their best
interests and in the best interest of the Corporation to provide
for a consistent and uniform management of the Corporation and
they therefore desire to set forth their respective rights and
obligations in connection with the Corporation;

NOW, THEREFORE, in consideration of the promises and
mutual covenants hereinafter set forth, and for other good and
valuable consideration, the parties hereto hereby agree as
follows:

1. Directors and Officers of the Corporation

Each of the Shareholders shall own twenty percent (20%)
of the outstanding shares of Capital Stock of the Corporation and
shall vote his shares of Capital Stock to elect Chris DeGarmo,
Eddie Jackson, Geoffery Tate, Scott Rockenfield, and
Michael Wilton as directors of the Corporation. The Shareholders
may also elect, by majority vote, such other persons as officers
of the Corporation as they may from time to time decide.

2. Activities of the Corporation

(a) The Corporation's activities shall include
(i) touring as a musical performance and recording band and
(ii) engaging in such other businesses of a similar or related
nature, as shall be agreed upon by a majority of the
Shareholders.

(b) The net income of the Corporation shall be
determined periodically by the Corporation's accountant, in
accordance with generally accepted accounting principles on a

basis consistent with that normally used in determining the Corporation's net income, and the entire amount of said net income, or such lesser portion thereof as is deemed appropriate by the board of directors of the Corporation, shall be distributed on a pro-rata basis to each Shareholder as a dividend, in cash, provided that the Corporation is not then insolvent and would not thereby be made insolvent. Management commissions, agents' fees, salaries and similar expenses shall be paid by the Corporation before the net income is calculated.

(c) From time to time, the Corporation shall distribute to the Shareholders, in accordance with their equity interest in the Corporation, the income earned by the Corporation (as more fully set forth in paragraphs 2(b) and (c) above) less the Corporation's reasonable expenses incurred in the furtherance of its authorized activities.

3. Ownership of the Band's Name

(a) The Corporation shall own all of the right, title and interest in and to the name and trademark QUEENSRYCHE. The Shareholders, jointly and severally, hereby covenant to perform any acts required to effect a legal and valid transfer of any title or interest they may have in and to the Band's name and trademark to the Corporation. In addition, each of the Shareholders hereby transfers to the Corporation the exclusive right to use his name, likenesses and biographical material supplied by him to the Corporation, in connection with his membership in the Band.

(b) The use, exploitation or transfer of any right, title and interest in and to the Corporation's name, trademark, servicemark or logo by any Shareholder or third party shall not be permitted except upon the approval of the holders of not less than eighty percent (80%) of Capital Stock. No individual who ceases to be a Shareholder for any reason shall have any right to use, exploit or claim ownership in the Corporation's name, or any rights thereunder, without the prior, written consent of all of the remaining Shareholders. Notwithstanding the foregoing, any Shareholder who ceases to be a Shareholder, shall have the limited right for a period of one (1) year from such cessation to refer to himself as "formerly a member of Queensryche"; provided, however, that any such reference is both less conspicuous and not more than one quarter ($\frac{1}{4}$) of the size of such former member's name or the name of such former member's new band. The right granted in the previous sentence shall not include the right to use any stylized form of print, mark or logo which has been or may become associated with the name "Queensryche".

4. Majority Vote Required For Action by the Corporation

The board of directors of the Corporation shall have the general power to control and manage the affairs and property of the Corporation. Unless otherwise provided, all actions of the board of directors must be approved by the vote of a majority of the directors then in office.

5. Consequences of Shareholder Leaving the Band

(a) Notwithstanding any other provision of this agreement, in the event that any Shareholder ceases to be a Shareholder for any reason, he shall be deemed to have simultaneously transferred his shares of Capital Stock to either the Corporation or the other Shareholders pursuant to the provisions of paragraph 7.

(b) Notwithstanding any other provisions of this agreement, in the event that any Shareholder ceases to be a Shareholder for any reason, such Shareholder shall be deemed to have immediately resigned from any office or position as officer of the Corporation which he may hold and he hereby waives all rights that he has under this agreement, other than those rights that he retains as a former Shareholder pursuant to the terms of this agreement.

(c) Notwithstanding any other provision of this agreement, in the event that any Shareholder ceases to be a Shareholder for any reason, such Shareholder shall continue to have the right to receive his pro-rata share of all touring income received by the Corporation which is directly related to performances occurring while such Shareholder was a member of the Band. The Band shall be permitted to deduct from such payments all management or other fees normally applicable to such payments.

6. Restrictions on Transfer.

Each of the Shareholders agrees that he will not directly or indirectly sell, assign, transfer, mortgage, pledge, hypothecate, or encumber in any manner whatsoever, or give away, bequeath, or in any other manner dispose of any Capital Stock which he may now or hereafter beneficially own, acquire, or be entitled to, except in accordance with the terms and provisions of this agreement. Any attempt to transfer any such Capital Stock in violation hereof shall be null and void and such shares of Capital Stock shall immediately revert to the Corporation, which shall purchase such shares of Capital Stock from the Shareholder within ten (10) days at the price set forth in paragraph 7(c) below.

7. Mandatory Purchase and Sale

(a) Upon the occurrence of a "Purchase Event" (as defined below), the Shareholder or the Shareholder's representative shall sell, and the Corporation shall purchase, all of the Shareholder's shares of Capital Stock. For purposes of this agreement, any one of the following events shall constitute a "Purchase Event":

(i) The death of a Shareholder. In the event of death, the date of the Purchase Event for purposes of this agreement shall be deemed to be the date on which the Corporation and each of the remaining Shareholders receives notice of the appointment and qualification of the deceased Shareholder's personal representative. The personal representative of the deceased Shareholder shall be obligated to give such notice as soon as practicable;

(ii) The permanent disability of a Shareholder, where "permanent disability" is defined as the Shareholder's inability, through physical or mental illness or other cause (as determined by a recognized professional approved by the board of directors of the Corporation), to properly perform the majority of his duties for the Corporation for a period in excess of three (3) consecutive months or six (6) months during any twelve (12) month period;

(iii) The termination, for whatever reason, of the employment of a Shareholder with the Corporation or the Shareholder's relationship with the Band; or

(iv) The insolvency of a Shareholder, the assignment of a Shareholder's assets for the benefit of creditors, or the filing of a petition in bankruptcy by or against a Shareholder.

(b) Upon the occurrence of any Purchase Event, the estate of the deceased Shareholder, or the disabled, terminated, or insolvent Shareholder, as the case may be ("the Seller"), shall sell to the Corporation and the Corporation shall purchase from the Seller all of the Capital Stock currently held or beneficially owned by the Seller ("the Offered Shares").

(c) The price at which the Offered Shares shall be purchased and sold pursuant to paragraph 6 and subsections (a) or (b) above shall be a figure bearing the same proportionate relationship to the net asset value of the Corporation as the number of Offered Shares bears to the total number of shares of the Corporation outstanding at the time of sale. The net asset

value of the Corporation shall be computed by the Corporation's accountant in the following manner:

(i) Real property, together with improvements and personal property thereon shall be valued by a competent, independent real estate appraiser selected by mutual agreement by the Seller and the Corporation. The independent determination of such value shall be binding on the Seller, the Corporation and the remaining Shareholders. The Corporation shall pay the costs related to such independent appraisal.

(ii) Personal property which has a readily ascertainable fair market value shall be valued at such value.

(iii) Personal property which does not have a readily ascertainable fair market value shall be valued by mutual agreement between the Seller and the Corporation or the remaining Shareholders, as the case may be. If a value cannot be mutually agreed upon, the Corporation shall select and pay the fees of a competent, independent appraiser who shall appraise such personal property to determine the fair market value thereof. Such independent valuation shall be binding on the Seller and the Corporation or the remaining Shareholders, as the case may be.

(iv) Accounts receivable shall be valued at face value, less a reasonable allowance for uncollectible accounts, which allowance shall be set by the Corporation's accountant.

(v) Accounts payable and other liabilities shall be valued at their full book value.

(vi) The goodwill of the Corporation shall be given a minimum value of \$500, which shall be adjusted upwards, if appropriate, by resolution of the Board of Directors at least annually at its annual meeting or more frequently if desired. Such value shall be reflected in the minutes of the meeting of the board of directors of the Corporation. Notwithstanding the foregoing, the Seller shall not be entitled to receive value for goodwill if the Seller's employment with the Corporation terminates and, within a period of three (3) years of such termination, he commences a solo career or becomes affiliated with another band which performs in the United States of America. Each Shareholder agrees that if his employment is terminated and he competes with the Corporation in the manner described above, he shall immediately refund to the Corporation or the purchasing Shareholders, as the case may be, in cash, that part of the purchase price attributable to the goodwill of the Corporation paid to him for the Offered Shares. The value for goodwill as set by the board of directors in accordance with this

subsection shall be binding on all of the parties hereto. If the board of directors fails to so set a value for goodwill in any year in which a Purchase Event occurs, the most recent value previously set by the board of directors shall be used for purposes of this subsection.

(d) Unless otherwise agreed in writing by all of the Shareholders, the closing of any purchase and sale under this paragraph 7 ("the Closing") shall take place at the registered office of the Corporation on the first regular business day following the later of (i) ninety (90) days after the occurrence of the Purchase Event or (ii) thirty (30) days after determination of the purchase price in accordance with section (c) above. The purchase price for the Offered Shares shall be paid to the Seller as follows:

(i) In cash, in full, at the Closing; or

(ii) By the payment of six (6) monthly installments, commencing on the first day of the second month after the date of such transfer of shares of Capital Stock.

The applicable method of payment as described above shall be solely at the Corporation's option.

8. Insurance.

The Corporation may, at its sole option, carry life insurance for the Shareholders for the purposes of funding the acquisition of Capital Stock. The following provisions shall be applicable with respect to any such insurance:

(a) All such insurance shall be owned exclusively by and be payable to the Corporation.

(b) In the event of the death of an insured Shareholder, the proceeds of such insurance shall be applied first to the payment of the purchase price owed by the Corporation for the Capital Stock of the insured Shareholder.

(i) In the event such proceeds are less than the full purchase price for such Capital Stock, the net amount of such proceeds shall constitute a down payment against the purchase price.

(ii) In the event such proceeds exceed the purchase price, such excess shall belong to the Corporation, and not to the estate of the insured Shareholder, and shall be divided equally between all of the Shareholders as provided in paragraph 2 above.

(iii) In the event any Shareholder sells his Capital Stock to the Corporation pursuant to the terms of this agreement (other than in the case of his death), (i) the current cash surrender value of any insurance held by the Corporation on the life of such Shareholder may be applied against such purchase obligation or (ii) the policy may be assigned to the Shareholder and the purchase price of the Capital Stock of the Seller shall be reduced by an amount equivalent to the cash surrender value of the policy. The foregoing option shall be determined solely by the Seller.

(c) Insurance proceeds from any policies on the life of the Seller purchased pursuant to this paragraph 8 shall not be taken into account in determining the value of the Capital Stock of the Corporation under paragraph 7(c) hereof.

9. Legend.

All certificates for outstanding stock of the Corporation shall bear a legend thereon, in form and substance as follows:

"These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended, and the applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

This Certificate and the shares of stock and all rights thereby represented are subject to the terms, provisions, and conditions of a Shareholders Agreement dated _____, 1991, and may not be sold or transferred except in accordance with the terms and provisions of such Agreement, a copy of which is on file at the registered office of the Corporation."

Each Shareholder, by signing this agreement or causing it to be signed, represents and warrants to the Corporation and to the other Shareholders that such Shareholder is acquiring or has acquired such shares of Capital Stock for his own account for investment purposes only, and not with a view to, or for resale in connection with, the distribution thereof.

10. Waiver of Rights and Restrictions

Failure of any Shareholder to exercise any option to purchase shares of Capital Stock under this agreement, and any waiver of any rights hereunder as to any transfer, shall not, as

to any future transfer of such shares of Capital Stock (either voluntary or by operation of law) discharge such shares of Capital Stock from any of the restrictions contained in this agreement.

11. Subchapter S Election

The Corporation and the Shareholders have elected Subchapter S Federal Income Tax treatment. Each Shareholder hereby agrees that he will do nothing which causes or which might cause the termination of such election, unless the Shareholders unanimously determine that such election shall be terminated. In the event the Corporation's Subchapter S status is terminated due to the actions of one or more, but not all, of the Shareholders, such Shareholder(s) shall be solely responsible for, and shall immediately pay to the Corporation, any additional amount of taxes due and owing to federal, state and/or local governments because of such status termination.

12. Miscellaneous

(a) Definitions. As used in this agreement:

(i) The words "Capital Stock" refer to the shares of voting stock of the Corporation now owned or hereafter acquired by the Shareholders, irrespective of the time and manner of acquisition, including, without limitation, any shares resulting from a recapitalization, stock dividend or exchange of shares.

(ii) The word "transfer" includes any sale, bequest, exchange, assignment or gift, the creation of any security interest or other encumbrance, and any other disposition of any kind, whether voluntary or involuntary, affecting title to or possession of any of the shares of Capital Stock, except that it does not include a transfer to the personal representative of a deceased Shareholder.

(iii) "Personal representative" means the executor(s) or administrator(s) of the estate of a deceased Shareholder or a bankrupt or insolvent Shareholder.

13. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and wholly to be performed in Washington.

14. Remedies. The parties recognize the substantial possibility of irreparable damage in the event this agreement is not specifically enforced. If any dispute arises concerning any transfer or other disposition of shares of Capital Stock under

this agreement, an injunction may be issued restraining any transfer or other disposition pending the determination of the controversy, without any bond or other security being required. If any dispute arises concerning the right or obligation to purchase or sell any shares of Capital Stock under this agreement, such right or obligation shall be enforceable in a court of equity by a decree of specific performance, without any bond or other security being required. Such remedy shall be cumulative and not exclusive, and shall be in addition to any other remedy which any of the Shareholders may have.

(a) This agreement sets forth the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings between them.

(b) The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.

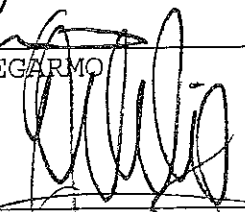
(c) Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers or fiduciaries.

(d) This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

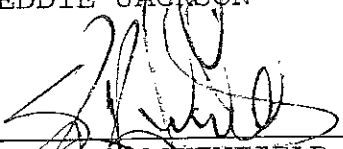
IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the date first written above.




CHRIS DEGARMO




EDDIE JACKSON



SCOTT ROCKENFIELD



GEOFFERY TATE



MICHAEL WILTON

02473.0001

Exhibit C

535 Dock St. Suite 108
Tacoma WA 98402-4614
Phone: (253) 383-4433
Fax: (253) 572-2223

May 31, 2012

Joshua C. Allen Brower
Veris Law Group PLLC
1809 Seventh Ave., Suite 1400
Seattle WA 98101

Re: Queensryche and Its Members

Dear Mr. Allen Brower:

I represent Queensryche members Michael Wilton, Scott Rockenfield, and Eddie Jackson. As such, all communications, requests, correspondence, etc., must be directed to my office from this point forward.

I am aware of all your written communications with Neil Sussman and others, conveying your representation of the Mr. Tate as well as their positions. Please presume I have a comprehensive background of the events of late as you read this and formulate any response.

I have the unfortunate duty of conveying the fact that after much deliberation, my clients have come to the conclusion that they can no longer work or perform with Mr. Tate. As such, it is time for he and Queensryche to go their separate ways. This is non-negotiable and the resolute position of my clients.

Therefore, it is for you and I to help our clients determine the shape and form of that separation. It is overwhelmingly in everyone's best interests for this matter to be resolved privately, with a mutually agreed position for public consumption. It is for just this sort of resolution that I am contacting you to see if we can enter into such negotiations.

However, if such a negotiated solution is not possible, my clients' position is exceedingly strong. As 75% of the band and corporations, they have the ability to call directors meetings, have a quorum, and pass any action they need on a few days notice. This includes forming an executive committee of just the three of them for all corporation business, as allowed under the applicable bylaws and articles.

Moreover, under the partnership agreement that pre-dates the corporations, any member can be expelled by a 75% vote. Then, under the TriRyche shareholder agreement, once a member is expelled their shares immediately are deemed transferred, and the company may begin the buyout phase. This eliminates any ability of Mr. Tate to block use of the Queensryche name and associated marks under the agreement.

535 Dock St. Suite 108
Tacoma WA 98402-4614
Phone: (253) 383-4433
Fax: (253) 572-2223

In the alternative, the 1994 TriRyche shareholders agreement is void as a matter of law since it has no set duration and is thus limited to 10 years by RCW 23B.07.270 2(b). With the shareholders agreement invalid, the same majority rule I spoke of above would control all actions of Tri-Ryche, just as with the other corporations, including any use of the Queensryche name.

Thus, in short, your client has no legal ability to stop my clients from moving forward as the new post Geoff Tate Queensryche, and attempting to stop them would only make it exceedingly clear he was fired as opposed to a mutually decided split. This is in addition to loss of any use of the Queensryche name in association with Mr. Tate's solo career or other endeavors.

Therefore, your client's incentives to reach a negotiated settlement for a buyout of the stock in the QR corporations, which may include perpetual royalties, limited name use, and other valuable consideration is strong, as is my clients' desire to avoid acting unilaterally if they can.

But if they must act unilaterally, they will do so. Thus they have scheduled a directors meeting for that purpose for Tuesday June 5, at 4pm. Notice of which has now been conveyed to Mr. Tate through you. It will be done by teleconference to the number 1-626-677-3000 access code 5732395. My clients have agreed to take no action or public position before that time as long as Mr. Tate does not either.

I look forward to your prompt response as to the possibility of negotiations and any positions therefore.

If you have any questions, please feel free to contact me. I can be reached best by email at tto@osinskilaw.com.

Sincerely,



Thomas T. Osinski Jr., Esq.
Attorney at Law

TTO:djk

Exhibit D



JOSHUA C. BROWER
206.829.8233
josh@verislawgroup.com

June 5, 2012

Via E-mail and Facsimile (253-572-2223)

Thomas T. Osinski, Jr., Esq.
Osinski Law Offices P.L.L.C.
53 Dock Street, Suite 108
Tacoma, WA 98402-4616

Re: *Queensryche—Shareholder Oppression/Dissolution*
Tri-Ryche Corporation, Melodisc Ltd, Queensryche Merchandising, Inc.

Dear Mr. Osinski:

I am writing to respond to your correspondence dated May 31, 2012, with regard to the above-referenced matter. To the extent asserted in your letter, your clients' demands are respectfully rejected.

Be advised that if your clients act in the manner outlined in your letter Mr. Tate will have no choice but to immediately file suit for Minority Shareholder Oppression, seeking dissolution of Tri-Ryche Corporation, Melodisc Ltd., and Queensryche Merchandising, Inc. (collectively, the "QR Companies") and a forced buy-out at Fair Value (i.e., not Fair Market Value) of his ownership interests in the QR Companies. *Scott v. Trans-System, Inc.*, 148 Wn.2d 701, 64 P.3d 1 (2003).

Your letter and the acts described therein will be Exhibit 1 to a Motion for Summary Judgment as it clearly threatens acts of such extreme overreaching and oppression to justify dissolution and a court-ordered buy-out. On August 9, 2011, the shareholders of the QR Companies unanimously elected Mr. Tate to the respective Boards of Directors. That same day, the Boards elected him Vice-President of the QR Companies. Mr. Tate, as a founding member of Queensryche and the QR Companies, has a "reasonable expectation" that he will be treated fairly and will be given an opportunity to meaningfully participate in QR Company management and decision-making. *Scott*, 148 Wn.2d at 711. Forming an Executive Committee and cutting Mr. Tate out of participation in company management as you describe and appear to be recommending to your clients is exactly the type of "burdensome, harsh, [and] wrongful conduct" that "lack[s]...probity and fair dealing" sufficient for a court to order dissolution and a forced buy-out at Fair Value.

Moreover, to the extent anyone tries to ignore the rights, duties and obligations under the 1994 Tri-Ryche Shareholders Agreement, Mr. Tate will immediately seek an injunction pursuant to and as authorized by Section 14.

Turning to that document, your analysis is fatally flawed. First, you cannot have your cake and eat it too. Either the Shareholder's Agreement is binding, in which case your clients cannot ignore it and rely upon some alleged, decades-old "partnership agreement"¹ in a twisted attempt to change the voting percentage required to expel a Member; or, even assuming, *arguendo*, it is not valid, your clients cannot rely upon it to expel Mr. Tate and conduct a forced redemption as you assert in your letter. A court will not let you have it both ways by asserting the Shareholder Agreement is both void and enforceable at the same time.

Your assertion that the Shareholders Agreement is somehow void is wrong because it is based on an incorrect citation (the correct citation is RCW 23B.07.320(2)(c) *not* "23B.07.270(2(b))" and because it is based on a fundamental misunderstanding of the Washington Business Corporations Act, RCW Title 23B (the "Act"). The Act requires shareholders perform certain corporate actions while the Board must undertake certain other actions. *See generally* RCW 23B.07.210 (Shareholders must elect directors annually or as otherwise provided in the Articles and Bylaws), *cf.* 23B.08.010 (Every corporation must have a Board of Directors unless the authority is otherwise delegated directly to the shareholders or as otherwise limited by a shareholders agreement authorized by RCW 23B.07.320).

The fundamental requirements for shareholder and Board participation and control can only be varied by a shareholders agreement in limited and enumerated instances. *See* RCW 23B.07.320. For example, a shareholders agreement can, among other things: (a) eliminate the board of directors; (b) govern distributions whether or not in proportion to ownership; (c) establish who shall be directors so there is no need for an annual election; etc. *Id.* Because shareholder agreements undercut and change the fundamental tenants of the Act, their tenure is limited to ten (10) years.

Here, the ten (10) year limit is inapplicable because the 1994 Tri-Ryche Shareholders Agreement does not fundamentally alter the manner in which this company is managed. For example, unlike shareholder agreements adopted under Section .320, the 1994 Shareholder's Agreement does not eliminate shareholder election of Directors, does not eliminate the Directors, and does not limit the Board's authority to operate the company except in limited circumstances regarding use and disposition of the company's property. The 1994 Agreement was not adopted to eliminate corporate functions required by the Act. Instead, the 1994 Agreement was adopted to provide *additive* provisions beyond those articulated in the Articles and Bylaws to clarify how certain corporate actions must occur. This is borne out by the fact that every year, the Tri-Ryche shareholders elect the Board and the Board elects the officers. If the 1994 Agreement was adopted pursuant to Section .320 there would be no need for these annual votes. Since it is not the type governed by Section .320 it will not be invalidated under the term limit. Even assuming,

¹ Your reliance on a decades old "partnership agreement" does not merit a response because the QR Companies are valid, existing Washington corporations governed by their formation documents and by the shareholders' actions, including their annual unanimous approval to retain the protections and privileges afforded to corporations.

Thomas T. Osinski, Jr.

June 5, 2012

Page 3

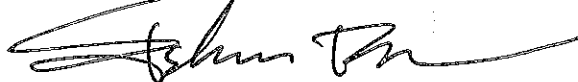
arguendo, that it is subject to Section .320, a court will enforce it under the doctrines of waiver, laches and estoppel.

Under the 1994 Agreement, the other shareholders cannot expel Mr. Tate. The 1994 Agreement requires 80% or more of the shareholders approve any change in the rights, title and interest in the company's property, which inherently includes expelling a shareholder as that would change his right, title and interest. Since Mr. Tate owns 25% of the company, he cannot be unilaterally expelled without his consent, which will not be forthcoming.

All that said, Mr. Tate is open to discussing a negotiated separation. To the extent your clients desire to make him an offer, please do so.

Sincerely,

VERIS LAW GROUP PLLC

A handwritten signature in black ink, appearing to read "Joshua C. Brower", written over a horizontal line.

JOSHUA C. BROWER

cc Geoff and Susan Tate



Fax

To:	Thomas T. Osinski, Jr., Esq.	From:	Karen Therese
Fax:	253-572-2223	Pages:	4 (including cover)
Phone:		Date:	June 5, 2012
Re:	Queensryche	cc:	
Attached please find a letter from Josh Brower regarding the above-referenced matter.			

* * * Communication Result Report (Jun. 5. 2012 2:11PM) * * *

1) VERIS LAW GROUP PLLC
2)

Date/Time: Jun. 5. 2012 2:09PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
9335	Memory TX	12535722223	P. 4	OK	

Reason for error

- E. 1) Hang up or line fail
- E. 2) Busy
- E. 3) No answer
- E. 4) No facsimile connection
- E. 5) Exceeded max. E-mail size



Page 4 of 4

To:	Thomas T. Osinski, Jr., Esq.	From:	Karan Therasen
Fax:	253-572-2223	Pages:	4 (including cover)
Phone:		Date:	June 5, 2012
File:	Quamarycha	cc:	

Attached please find a letter from Josh Brower regarding the above-referenced matter.

Exhibit E

Board of Directors Corporate Resolution of:

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made

on June 5, 2012 date

at 4:00 Pm PST time

at _____ via Telephone conference _____ location

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

1...Unanimous Decision to expel Geoff Tate from the Band with all the ramifications that creates under the controlling agreements, including loss of any director or officer position within any of the Queensryche corporations, and triggering a mandatory transfer and repurchase of any stock.

2...It was decided that the Queensryche name will continue to be used with a new lead singer as chosen by the remaining directors.

3...It was decided that an executive committee of eddie Jackson, Michael Wilton and Scott Rockenfield will be formed for Tri-Ryche, Melodisc and Queensryche Merchandising corporations which will be vested with all powers and authority of the directors to carry out any and all such actions necessary for the operation of the corporations. This executive committee will last indefinitely until altered by later action of the directors.

4...It was decided that any and all related materials that are in the possession of Neil Sussman regarding Queensryche.com, Queensryche facebook, Queensryche Twitter and any other Queensryche related "social media" shall be immediately transferred to the new executive committee of Eddie Jackson, Michael Wilton and Scott Rockenfield.

5...It was decided that any possible charges related to "pet damage" at the Duvall address of 27607 140th Place Duvall wa, shall be considered a charge back expense to Susan and Geoff Tate who allowed their pets on the premises which was in direct violation of the tenant/landlord lease agreement.

Therefore, it is resolved, that the corporation shall:

1...Consider Geoff Tate expelled from the band as per the above stated details.

2...The remaining members/directors of Eddie Jackson, Michael Wilton and Scott Rockenfield will continue to use the Queensryche name with a new lead singer as per the above stated details.

3...Form an executive committee of Eddie Jackson, Michael Wilton and Scott Rockenfield for Tri-Ryche, Melodisc and Queensryche Merchandising corporations as per the above stated details.

4...Request from Neil Sussman immediate transfer of all related materials for Queensryche.com, Queensryche Facebook and Queensryche Twitter accounts as per the above stated details.

5...Impose a chargeback for any "pet damages" incurred at our most recent office space in Duvall Wa. as per the above stated details.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.



Director signature

Michael Wilton

Printed name

6-7-2012

Date



Director signature

EDDIE JACKSON

Printed name

6-7-2012

Date



Director signature

SCOTT ROCKENFIELD

Printed name

6-7-2012

Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.

Signature of Secretary

Date

Printed name of Secretary

Exhibit F

Redacted

From: Bobby Lee [<mailto:bobby@paradiseartists.com>]

Sent: Monday, June 18, 2012 12:23 PM

To: Wade Asher; Tommy Vee; Tina Fortunato; Terry Jenkins; Steve Beyer; Steve Bailey; Steve Babb; Sean Spain (Red Sky); Sean Clark; Sean A. Lujan; Scott Sloman; Ron Cates; rockmark7@aol.com; Roger Swanson; Randy Carrillo; Reg Titian; Paul Novitzke; Paul Davis; Nicci Lehto; Mitchell Davis; Mike Clark; Michelle Ramberg; Michelle O'Bright; Mark Reifsteck; Mark M. Jeffers; Marc Solis; Loren Hadenfeldt; Lauri Neubert; Kristi Duhon; Ken Carpenter; Kathie Spehar; Karl Maahs; Joy Dietz; John Mangold; John Dagen; Joe Sullivan; Joe Bufalino; Jim Cressman; Jeff Vee; Jayden Boettcher- Dagen Entertainment; Glenn Zacek; Gig Xifaras; Elmer Straub; Drew Larson; Dave Snider; Darrin Kurtz; Danny Finnerty; Danette - Lovato Pimentel; Cynthia Olson; Conrad Granito; Clyde Callicott; Chris Christiansen; Cheryl Dekam; Cary Brandt; Carlos Laraz; Bruce Samson; Bruce Bromley; Bob Wagoner; Bob Stetson; Bill Caron; Bernie Dillon; Bernie Aubin; Ben Slaght; Arnold Rameriz

Subject: Queensryche

Dear Buyers,

We have been authorized to solicit offers on Queensryche. Please give me a call at your convenience if you have questions on pricing, routing, etc.

Bobby Lee

Paradise Artists, Inc.

715-713-0200

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2179 / Virus Database: 2425/5077 - Release Date: 06/18/12

Redacted

Exhibit G

Exclusive: Queensryche Parts Ways With Geoff Tate

by Christa Titus, N.Y. | June 20, 2012 11:50 EDT

Rock band is continuing forward without vocalist Geoff Tate, who will be replaced by Crimson Glory singer Todd La Torre, Billboard has exclusively learned.

"Over the past few months, there have been growing creative differences within Queensryche. We want our fans to know that we hoped to find a common resolution, but in the end parting ways with Geoff was the best way for everyone to move forward in a positive direction," drummer Scott Rockenfield said in a statement. "We wish him the best of luck with all of his future endeavors. We can't wait to bring Queensryche to our fans with Todd behind the microphone."



Todd La Torre, center, in a newly released photo of Queensryche. (Photo: Mike Savoia)

The statement also said that scheduled Queensryche performances "are on hold at [the] present time and revised routing is being worked on. Fans can check the band's website for all of the latest tour information as it [becomes] available."

Billboard requested a comment from Tate through Jeff Albright of the Albright Entertainment Group, but it wasn't received by press time.

Queensryche also includes guitarists Michael Wilton and Parker Lundgren and bassist Eddie Jackson. Rockenfield, Wilton and Jackson are among the group's original members. Tate joined the band after it formed in 1981. Guitarist and founding member Chris DeGarmo left Queensryche in 1997 and briefly rejoined in 2003 for Queensryche's "Tribe" album. Kelly Gray originally filled DeGarmo's slot, followed by Mike Stone, until Lundgren joined in 2009.

La Torre said in a statement a few weeks ago, and reiterated during an interview on Ron Keel's "Streets of Rock & Roll" radio show that was posted online on June 14, that he still remains a member of Crimson Glory.

Fans and media have speculated about the state of Queensryche, which marked its 30th anniversary last year, for weeks due to rumors of internal conflict. They were sparked by an unconfirmed posting on MetalSludge.tv that Tate allegedly became violent toward other bandmates prior to an April show in Brazil after allegedly being fired. Then, during the Rocklahoma fest during Memorial Day weekend, Tate told the crowd "you guys suck" as he tried to get the audience to respond more enthusiastically.

On May 29 the other members of Queensryche announced it was forming a project called Rising West with La Torre. Rising West posted June 5 on its Facebook page that it was "being denied access to our own Facebook page and website (meaning Queensryche)," which promoted other side projects, such as Tate's wine business and Rockenfield's recording endeavors. In response, Tate's step-daughter, Miranda, posted June 7 on Facebook that "it's about time to get some truth on the table" and denied that other members couldn't access the site, among other alleged problems. Rising West played Queensryche's older material at two sold-out shows June 8-9 at Seattle's Hard Rock Cafe.

In subsequent interviews, Rising West and Tate deflected questions about the situation. When Rising West appeared June 7 on KISM Seattle radio show "The Men's Room," Rockenfield said it was "a day-to-day" process as Queensryche determined its next move, but the band would definitely continue. Blabbermouth.net reported that during a June 15 interview on KISW, Tate said, "Just hang in there. Everything's moving along and everything's looking good" regarding the group.

Queensryche was scheduled to perform June 11 to open for the Scorpions in West Valley City, Utah, but only Tate appeared, backed by his solo band. NRToday.com reported June 18 that Queensryche had canceled its Aug. 10 appearance at the Douglas County Fair in Oregon, with Eddie Money replacing the act. It stated that fairgrounds director Harold Phillips attributed the cancellation to a falling out between Tate and the band. Tate has continued playing dates on his solo tour, which coincided with Queensryche's dates for its current tour.

Queensryche is a Grammy Award-nominated band that broke into the mainstream with the 1988 concept album "Operation: Mindcrime." The group has sold more than 30 million albums worldwide, according to the statement. Its biggest U.S. radio hit was 1991's "Silent Lucidity," which reached No. 9 on the Billboard Hot 100.

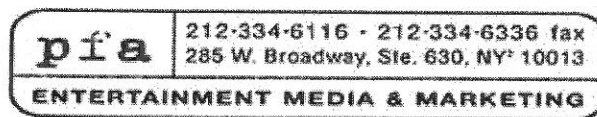
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Exhibit H

Jay Smith

From: Debbie Speer
Sent: Wednesday, June 20, 2012 10:21 AM
To: Jay Smith; Sarah Pittman
Subject: FW: QUEENSRÿCHE ANNOUNCE NEW LINEUP

From: Jamie Simone [jsimone@pfamedia.net]
Sent: Wednesday, June 20, 2012 10:18 AM
To: Jamie Simone
Subject: QUEENSRÿCHE ANNOUNCE NEW LINEUP



FOR IMMEDIATE RELEASE

QUEENSRÿCHE ANNOUNCE NEW LINEUP

Todd La Torre Of Crimson Glory Steps In As Vocalist

(June 20, 2012 – New York, NY) – Legendary Seattle rockers Queensrÿche are pleased to announce the addition of Todd La Torre to their lineup. Known for his work with progressive metal legends Crimson Glory, Todd steps in to assume the duties of lead vocalist. After a long rumored parting of ways with original vocalist, Geoff Tate, Queensrÿche plans to continue making the music that has garnered them a devoted legion of fans around the world. The band has already begun playing live together with two successful shows in their home city of Seattle under the name, Rising West. The shows were well received and Todd proves to be a natural addition to the Queensrÿche lineup. Queensrÿche is Todd Le Torre (Vocals), Michael Wilton (Guitars), Parker Lundgren (Guitars), Eddie Jackson (Bass) and Scott Rockenfield (Drums). "Over the past few months, there have been growing creative differences within Queensrÿche. We want our fans to know that we hoped to find a common resolution, but in the end parting ways with Geoff was the best way for everyone to move forward in a positive direction. We wish him the best of luck with all of his future endeavors. We can't wait to bring Queensrÿche to our fans with Todd behind the microphone" states drummer and band founder Scott Rockenfield. All scheduled Queensrÿche tour dates are on hold at present time and revised routing is being worked on. Fans can check the band's website for all of the latest tour information as it becomes available.

Queensrÿche first burst onto the music scene in 1982 with the release of their self-titled 4 song EP Queensrÿche. They very quickly gained international recognition and performed to sold out audiences around the world. With the follow up first full length album "The Warning" in 1984, and the ground breaking 1986 release of "Rage For Order", Queensrÿche continued to prove their worldwide dominance as one of the most respected and creative bands of the 80's. In 1988 the band turned out yet another monumental album "Operation: Mindcrime", which would go on to become one of the TOP 10 best selling concepts records of all time, and set the stage for continued sold out performances around the world. With the release of the critically acclaimed and commercially successful "Empire" in 1991, the band earned multiple Grammy Award nominations and won the MTV "viewers choice" award for the #1 chart topping hit "Silent Lucidity". During the next ten years, the band continued to release albums and tour the world to sold out audiences. Queensrÿche has sold over 30 million albums worldwide and have continued to break new ground and push their creative process.

www.queensryche.com

For more information regarding Queensrÿche, please contact:
Kevin Chiamonte / PFA Media / (212) 334-6116 / kevinc@pfamedia.net

Jamie Simone
PFA Media
285 W. Broadway, Suite 630
New York, NY 10013
jsimone@pfamedia.net
(212) 334-6116

Exhibit I

Redacted

From: Bruce Melick <bruce@tinmanmerch.com>

To: Geoff Tate <vulcan@geofftate.com>

Sent: Thu, Jun 14, 2012 18:03:43 GMT+00:00

Subject: Queensryche web store

Hi Geoff,

I am still waiting to hear back from some of the band members on the merch deal. Can you let me know if you are fine with it?

Just to keep you updated there are customer service complaints backing up and we would like to get them resolved ASAP. I also need to get the link moved from the QR.com site so customers can start buying. That store will not let anyone complete a sale at the moment and that is upsetting the customers/fans as well.

We have a lot of product here and would like to start turning that inventory into cash.

Thanks Geoff, please let me know today if at all possible. If you need me to resend the proposal please let me know. I will get that to you right away.

Best,

Bruce

Tinman Merchandising LLC

2490 Arnold Industrial Way

Suite A

Concord CA 94520

Direct:925-478-4112

Cell: 925-381-4072

www.tinmanmerch.com