DOCKET NO. NNH-CV-25-6158764-S	:	SUPERIOR COURT
CHRISTOPHER BEATTIE	:	JUDICIAL DISTRICT OF NEW HAVEN
v.	:	AT NEW HAVEN
HATEBREED, INC. AND JAMES SHANAHAN	: :	OCTOBER 27, 2025

MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR LEAVE TO FILE AMENDED COMPLAINT

Pursuant to Practice Book § 10-60, Plaintiff Christopher Beattie ("Beattie"), by and through his undersigned counsel, requests leave to file the proposed Amended Complaint that is attached as Exhibit A. A red-line version is also attached hereto as Exhibit B. The proposed amendments will not delay resolution of this matter, prejudice any party in any way, and will instead expedite resolution of the matter as it will obviate the need for full briefing and decision on the Defendants' pending motion to strike.

I. RELEVANT BACKGROUND

On July 10, 2025, Plaintiff Beattie filed a Complaint against Hatebreed, Inc. and James Shanahan ("Defendants") bringing claims for breaches of contract, negligent infliction of emotional distress, unjust enrichment, misappropriation of name and likeness, and accounting based on the Defendants forcing Beattie out of a band that he co-founded and spent 30 years of his career invested in. In response, on September 25, 2025, Defendants filed a Motion to Strike Counts One, Three, Four, and Six of the Complaint. Rather than oppose the Motion to Strike, Beattie now seeks to amend his Complaint to clarify and add additional factual support to his claims, as well as to add two additional claims against Defendants.

II. LEGAL STANDARD

Connecticut courts have consistently followed a very liberal policy of permitting amendments to the pleadings. *DeSantis v. Piccadilly Corp*., 3 Conn. App. 310, 315 (1985); *Saphir v. Neustadt*, 177 Conn. 191, 206 (1979) (trial court may allow an amendment to the pleadings before, during, or after trial); *Smith v. New Haven*, 144 Conn. 126, 132 (1956) (courts have followed a liberal policy relative to permitting amendments to pleadings after the expiration of the time during which amendments may be filed as a matter of right). Courts have even permitted the amendment of a complaint after trial to conform it to the proof. *Saphir*, 177 Conn. at 206.

The liberal approach taken by Connecticut courts in permitting amendments is illustrated in *Falby v. Zarembski*, 221 Conn. 14, 24 (1992) (citation omitted), where the court held that, "unless there is some sound reason for denying permission to amend in order to remedy mispleading, [a request to do so] should be granted." The essential factors in evaluating a motion to amend are whether it will work an injustice to the opposing party and whether it will unduly delay a trial. *Colonial Bank & Trust Co. v. Metcalf*, 18 Conn. App. 20, 26 (1989).

Thus, courts generally allow amendments to the pleadings unless the proposed amendments would cause unreasonable delay, mislead the opposing party, take unfair advantage of the opposing party, confuse the issues or unless the proposed amendment is attributable to some misconduct on the part of its proponent. *Lawson v. Godfried*, 181 Conn. 214, 216 (1980); *Smith*, 144 Conn. at 132. Moreover, "[w]here a sound reason to amend is shown, the trial court must allow the amendment. Refusal under such circumstances constitutes an abuse of discretion." *Moore v. Sergi*, 8 Conn. App. 829, 836 (1995) (citation omitted); *see also De Rham v. Underhill*, 1993 WL 171994, at *1 (Conn. Super. Ct. May 5, 1993) (granting plaintiffs' motion

to amend the complaint where the amendment to the complaint clarified the original complaint rather than affected a change in the cause of action alleged, reasoning that there was no unfairness or prejudice to the defendants in granting the proposed amendment).

III. THE PLAINTIFF SHOULD BE GIVEN LEAVE TO AMEND IN RESPONSE TO THE DEFENDANTS' MOTION TO STRIKE.

Here, the proposed amendment will not cause any delay or prejudice, and will expedite the issues by obviating the need for full briefing and a decision on the Motion to Strike.

The proposed amendments will address all of the issues raised in the Defendants' Motion to Strike. Defendants' argue that Plaintiff failed to sufficiently plead the required elements for breach of contract and negligent infliction of emotional distress based on the inaccurate interpretation that the allegations are premised upon an employment relationship.

Notwithstanding the Defendants' misrepresentations, the Plaintiff seeks to plead additional facts in the Proposed Amended Complaint to clarify the glaring misinterpretation and clarify that the parties had a partnership rather than an employment relationship. The Motion to Strike also notes that the unjust enrichment claim improperly incorporates the breach of contract. This was not a substantive issue but simply a paragraph numbering error that has been rectified in the proposed Amended Complaint. Finally, Defendants allege that Plaintiff could not plead "accounting" as a cause of action because it is a remedy. Rather than dispute this argument that does not affect the outcome of the case, Plaintiff proposes an Amended Complaint that notes accounting as a requested relief.

The Proposed Amended Complaint also contains causes of action for Breach of Duty of Loyalty, Breach of Duty of Care, and Tortious Interference with Business Relationships as a result of Beattie's improper and unilateral removal from the partnership. These counts were not

originally included because it is only through further factual investigation and research performed in response to the Motion to Strike that the existence of these claims became clear.

Connecticut courts hold that a plaintiff can amend a complaint in response to a motion to strike, basing the reasoning in the fact that the Practice Book allows a party whose complaint is stricken to amend in response. *Brooks v. Sallie Mae, Inc.*, Superior Court, judicial district of Stamford-Norwalk, Docket No. CV-09-60025305-S (July 20, 2010, Brazzel-Massaro, J.) ("judicial expediency and economy are well served by the court exercising its discretion and permitting an amended complaint to be filed in response to a pending motion to strike. The amended complaint could eliminate some, or all, of the issues of legal sufficiency from needless consideration and decision by the court"). In fact, allowing leave to amend is thought to be the majority view in more recent years. *See Harrison v. Prairie*, No. TTD-CV-23-6027502-S, 2025 WL 521082, at *2 (Conn. Super. Ct. Feb. 14, 2025)(allowing leave to amend in response to motion to strike and opining that such holding was previously minority view and is now likely the majority view). *See also Tedesco v. Julius C. Pagano, Inc.*, 182 Conn. 339, 341, 438 A.2d 95 (1980) ("[t]he grant or denial of a motion to amend the pleadings is a matter within the discretion of the trial court"); *Newlands v. NRT Assocs., LLC,* No. CV084027098, 2010 WL 2363619, at *2 (Conn. Super. Ct. Apr. 28, 2010)("Certainly, judicial expediency and economy are well served by the court exercising its discretion and permitting an amended complaint to be filed in response to a pending motion to strike."); *Koutroumanis v. Cicarella, Jr.*, No. NNH CV23-6136734 S, 2025 WL 1527417 (Conn. Super. Ct. May 22, 2025) (granting a motion for leave to amend in response to a motion to strike).

In a decision just last year allowing a party to amend in response to a motion to strike, Judge Povotador thoughtfully considered the reasoning of the counter position – which is that requiring a ruling on the motion to strike first would preserve the record – as wholly unnecessary and called it a "no one wins procedural requirement." *Housey v. Chevrolet of Milford, Inc.,* No. FBT-CV-23-6121430-S, 2024 WL 1270258, at *3-4 (Conn. Super. Ct. Mar. 18, 2024).

Finally, the Defendants will not suffer any harm whatsoever as a result of the amendment. This case is in the very early stages, as it was filed less than three months ago. There is no scheduling order or trial date in place. The appearing parties have not taken discovery yet, and no party has been deposed. In fact, the parties had been discussing a possible settlement and had agreed to an extension of the pleading deadline in the interim, but those discussions have now broken down. To the extent additional discovery will be necessary on the new claims and factual allegations, it will not cause delay or require any duplication of efforts. The proposed amendments are also directly related to the facts and circumstances of Plaintiff's existing claims.

For the forgoing reasons, Plaintiff respectfully requests that this Court grant him leave to file the Amended Complaint attached hereto as Exhibit A.

Alternatively, should this Court deny this Motion for Leave to File an Amended Complaint, Plaintiff respectfully requests that he be allowed time to file an opposition to Defendants' Motion to Strike.

The Plaintiff,

CHRISTOPHER BEATTIE,

By his Attorneys,

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CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing was sent via electronic mail on this 27th day of October, 2025 to the following:

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EXHIBIT A

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AMENDED COMPLAINT

Introduction

Plaintiff Christopher Beattie and Defendant James Shanahan co-founded the band Hatebreed together thirty years ago. Beattie has been the band's bassist ever since, touring the world as the band built a global following. While other members came and went, Beattie remained the driving force behind the band's sound and identity until his sudden and baseless expulsion from the band last November. In the months leading up to his abrupt termination, Shanahan's behavior grew increasingly erratic, culminating in a unilateral decision to cut Beattie off from his career, fans, touring, and substantial expected revenue. Beattie now brings this action to recover resulting damages from Shanahan's conduct.

The Parties and Jurisdiction

1. Plaintiff Christopher Beattie ("Beattie" or "Plaintiff") is an individual Connecticut resident residing at 91 Maxine Road, Bristol, Connecticut 06010-2355.

2. Defendant Hatebreed, Inc. ("Hatebreed, Inc.") is a California corporation with a principal address at 9200 Sunset Blvd., #600, Los Angeles, CA. Hatebreed, Inc. is the business entity formed around the musical band Hatebreed. Hatebreed is a metalcore/hardcore band originally formed in Bridgeport, Connecticut in 1994. The band is known for its high-energy performances and has built a following through shows in Connecticut and around the world.

3. Defendant James Shanahan ("Shanahan") is the Chief Executive Officer, Chief Financial Officer, and Secretary of Hatebreed, Inc. Shanahan, upon information and belief, is a Connecticut resident residing at 587 North Main St., Wallingford, Connecticut 06492. Shanahan uses the stage name of Jamey Jasta.

4. Jurisdiction is proper against Hatebreed, Inc. pursuant to Conn. Gen. Stat. §52-59b.

5. Jurisdiction is proper against Shanahan as he is a resident domiciled in the state of the Connecticut.

Hatebreed's Formation and Success

6. Shanahan and Beattie, along with David Russo and Larry Dwyer, started a band called Hatebreed together more than thirty years ago. Beattie was the band's bassist during that entire time. Over the years other band members came and left, but Shanahan and Beattie remained the long-term founding members.

7. At its founding, Beattie, Shanahan, David Russo, and Larry Dwyer agreed to carry on as cooperative leaders of the band in the hopes of eventually generating a profit, impliedly agreeing to operate the band as a partnership. There was no written partnership agreement. David Russo and Larry Dwyer left the band and the partnership voluntarily; therefore, the sole remaining members of the partnership are Beattie and Shanahan.

8. As the only founding members remaining, Beattie and Shanahan retained certain levels of control over the band, separate and distinct from other band members that joined later, as discussed further herein.

9. Hatebreed eventually gained recognition and fame in the hardcore music scene and won fans across the globe. By the time Beattie left the band, Hatebreed was doing between

one hundred to one hundred-fifty shows annually around the world and making approximately $1,000,000.00 in net profit per year.

10. Before the band had any financial success, Beattie and Shanahan both contributed considerable personal funds and assets to the band to keep it in operation.

11. For example, Beattie purchased, registered, and insured a touring van with his own personal money. This touring van was used throughout the 1990's for the benefit of the band.

12. During his time with the band, Beattie actively participated in the band's growth, development and commercial success. At all relevant times Beattie has played a pivotal role in shaping the band's sound and has been integral to its rise within the hardcore and metal scenes, in Connecticut and globally. Beattie wrote a substantial number of the band's songs alongside Shanahan.

13. The band's touring schedule required for the band's success prohibited Beattie from maintaining a traditional full-time job, so Beattie sacrificed his ability to earn a traditional income to further the band's success. Beattie has left at least two jobs voluntarily as a result of his obligations to the band.

14. When the band went out on tours or had shows, Beattie coordinated all of the logistics on behalf of the band. This included Beattie unilaterally hiring technicians and a road crew, communicating with the tour manager on the band's behalf, and coordinating with all of these individuals to ensure a smooth touring process. He also coordinated the loading and unloading of band equipment before and after it was used, including the timing, access to the venue, and ensuring that the proper gear was loaded.

15. Beattie also managed the band's rehearsals between shows. He located and booked rehearsal spaces for the band and was in charge of getting new band members up to speed on the band's music by rehearsing with them in advance of shows, tours, and recording sessions.

16. Beattie also controlled and oversaw the band's equipment. Beattie built a storage facility for the band's equipment and would rent additional storage spaces for the band as needed. Recently one of their rental spaces closed, so Beattie found and contracted with a new storage location for the band's equipment.

17. When the band completed touring and merchandise was left over, Beattie and Shanahan would work together to ensure that the merchandise was listed on the band's webstore.

18. Beattie also spearheaded non-musical endeavors for the band. For instance, during the Covid-19 pandemic, Beattie personally met with a Connecticut-based brewer to discuss alternate avenues for band revenue generation since they were unable to do shows. Beattie ultimately approved a beer known as "Breed Brew" that was a collaboration with Hatebreed. Beattie entered into a contractual relationship with the brewer on behalf of the band to have it canned, marketed, and sold, and hosted a launch party for Breed Brew at the brewery. Breed Brew was sold as a standalone form of merchandising both in store at local breweries and shipped to over a dozen states.

19. Beattie and Shanahan together made decisions on creative and business directions for the band. Along with the band's manager, they were responsible for and often discussed decisions such as how much other band members were paid for certain shows, booking and scheduling, distribution, and the band's public image and branding, among other things.

20. Beattie and Shanahan jointly made personnel decisions such as hiring managers for the band and other band employees. Beattie had the power to unilaterally fire the band's crewmembers and in fact did as necessary.

21. Beattie often served as an intermediary or go-between for band members and the band's manager, Steve Ross. Steve Ross frequently would not respond to inquiries or communications from band members other than Beattie or Shanahan, which left Beattie to represent the band in communications with management.

22. Beattie contributed significant labor, musical talent, recording and management duties, promotion, and financial resources, without which Hatebreed would not and could not have achieved its current level of recognition and profitability.

23. At all relevant times, the band functioned pursuant to a longstanding, implied partnership and understanding that Shanahan and Beattie were partners in the operations of the band.

24. It was not until approximately ten years after the band's formation that Shanahan formed Hatebreed, Inc., a California corporation on June 29, 2004. Shanahan listed himself as Chief Executive Officer, Secretary, and Chief Financial Officer.

25. Upon information and belief, the corporate entity was formed specifically and solely for managing the band's funds, which increased as Hatebreed's popularity grew, specifically for receiving, managing, and disbursing funds to band members. This formation of the corporate entity was not intended to reorganize the partnership between Beattie and Shanahan into a corporation, but rather to be an independent entity separate from the band.

26. Shanahan's formation of the corporate entity did not diminish Beattie's status as an equal founding member of the band, nor did it empower Shanahan with the unilateral authority to terminate Beattie or other band members.

Shanahan and Hatebreed, Inc.'s Improper Handling of Band Revenue

27. On or around September 25, 2015, Shanahan, Beattie, and drummer Matthew Byrne ("Byrne") entered into an agreement concerning the distribution of proceeds from the sale of Hatebreed merchandise (the "Merchandise Agreement"). Under the Merchandise Agreement, Beattie, Byrne, and Shanahan agreed they were each entitled to 25% of the sales and revenue from merchandise. The other two members of the band received 12.5%, accounting for the remaining 25% of sales.

28. Upon information and belief, Shanahan and/or band manager Steve Ross maintained a specific Hatebreed bank account and managed the band's income and distributions to other members, including Shanahan and Beattie.

29. As a partner, Beattie was not involved with management of the band's money, as that was primarily handled by third-party entities contracted for that purpose, including Platinum Financial Management, Inc. ("Platinum Financial"). Most payments to band members were received as wire transfers. Those transfers often came with no explanation or breakdown of the amount being transferred. Communications with Platinum Financial were primarily handled by Steve Ross.

30. Despite the fact that he did not have authority under the implied partnership agreement to unilaterally make decisions with respect to the band's finances, at some point Shanahan began to cut the other members out and back-channel with Steve Ross and Platinum Financial in secret about financial decisions.

31. Prior to his termination, Beattie began to notice that there were substantial delays in receiving his share of merchandise sales following Hatebreed performances.

32. When Beattie did receive payments purporting to reflect his share of merchandise sales, those payments were substantially lower than what he anticipated under the Merchandise Agreement. Because of this, Beattie began requesting financial information about the band from Steve Ross.

33. Beattie continued to perform his duties in the partnership, including performing with the band, coordinating logistics of band merchandise and bookings, and making creative decisions.

34. In 2015 Hatebreed agreed that in addition to merchandise sales at Hatebreed performances, Hatebreed merchandise would be sold on Hatebreed's website through a URL banner linking directly to Hatebreedstore.com. Sales from the website would be governed by the Merchandise Agreement and presumably administered by Shanahan according to an agreement between him and the other members of the band, including Beattie. Inexplicably, however, as of April 2024 the only link to merchandise on the Hatebreed website links to www.martyrstore.net, Shanahan's personal merchandise website. Moreover, when www.hatebreedstore.com is typed into the URL bar, it redirects to www.martyrstore.net. In addition to Shanahan-specific memorabilia, the website sells Hatebreed merchandise. Upon information and belief, Beattie and other band members have not been compensated their fair share of proceeds from www.martyrstore.net, which has been wrongfully retained by Shanahan and/or Hatebreed, Inc.

35. While Shanahan's role in the partnership placed him in a role of having more direct oversight of merchandising profits, he had withheld information from Beattie when it was requested.

36. Upon information and belief, Shanahan has co-mingled and continues to co-mingle and/or misappropriate proceeds derived from Hatebreed merchandise, performances, meet and greets, and other appearances for his personal benefit.

Beattie's Abrupt and Improper Termination from Hatebreed

37. On or about November 15, 2024, Shanahan inexplicably notified Beattie that he was terminated from his role in the band.

38. Beattie's termination followed weeks of erratic behavior by Shanahan, including berating and belittling tour and road crew and publicly posting about being stressed, burned out, and generally having too much on his plate.

39. For example, in or around October 2024, Shanahan became visibly upset and berated a tour bus driver in front of band and crew members because he had stopped the bus in order to use the restroom, which caused Shanahan to miss his Uber. Approximately two weeks before Beattie's termination, Shanahan confirmed his mental state by informing fans via Instagram "I am SHOT. The miles really add up at this age. Doesn't mean I don't love ya. I just don't have the bandwidth anymore."

40. In terminating Beattie from the band, Shanahan cited to an alleged incident that occurred on or around November 9, 2024 just prior to a Hatebreed concert at the Toyota Oakdale Theater in Wallingford, Connecticut. There, a Live Nation security guard at the venue falsely reported that Beattie had harassed her upon entering the theater prior to his performance. These allegations were patently untrue. Beattie never harassed any Live Nation employee and more likely, she mistook him for someone else.

41. Despite Beattie's denying the incident, Shanahan abruptly terminated Beattie from Hatebreed, despite his thirty-year tenure in the band and partnership. Shanahan had no

justified reason for Beattie's termination. Shanahan had structured a false narrative about Beattie – not supported by any evidence – to other band members following the Oakdale show in an effort to discredit Beattie's reputation and persuade the other band members to justify Shanahan's desire to kick Beattie out of the band.

42. When choosing to remove members from the band in the past, the issue was brought to the band as a whole, with the final decision being made together and unanimously. Shanahan did not have the power to remove an individual from the band without the group agreeing.

43. Shanahan unilaterally decided to kick Beattie, and equal partner, out of the band, in violation of Shanahan's fiduciary duties to the partnership.

44. Upon information and belief, Shanahan stood to profit from Beattie's termination, as he would be entitled to a larger share of band proceeds and profits without Beattie in the band.

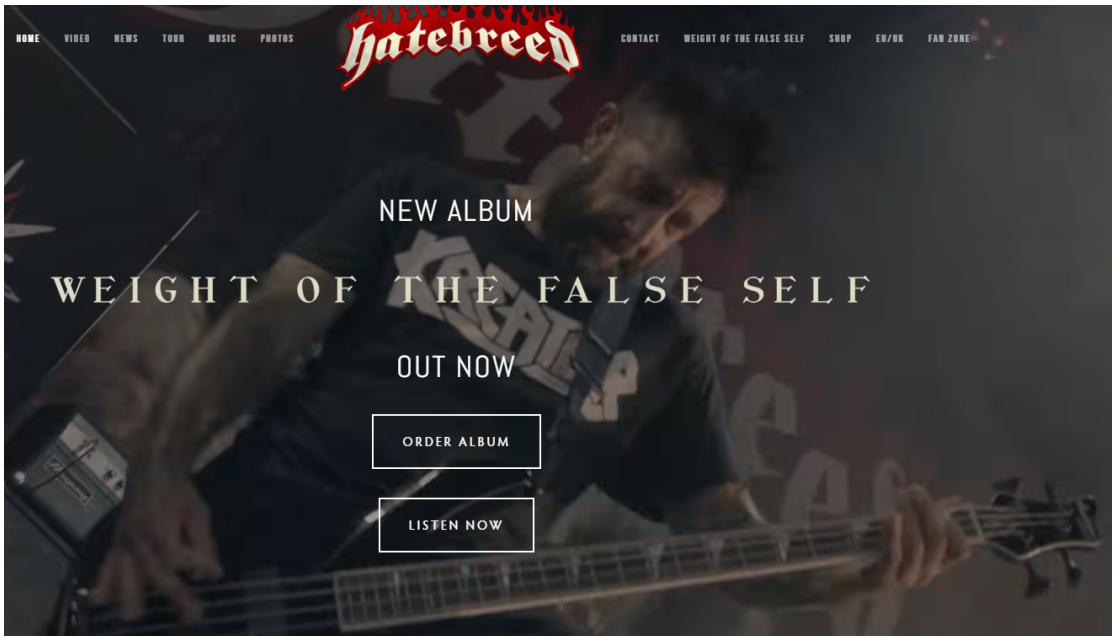
45. In addition, Beattie and Shanahan were the primary songwriters for the band, and together earned the majority of publishing proceeds for their work. With Beattie out of the band, Shanahan likely believed that he could stand to recover significantly more in the way of publishing proceeds.

46. The fallout from Beattie's termination has had a significant negative impact on his career, reputation, and health and well-being.

47. For example, as a direct result of his termination, brands that Beattie has worked with for *decades* have stopped doing business with him. S.I.T. Strings was going to do a custom bass string series featuring Beattie, but pulled out of the deal following Beattie's termination from the band. Beattie also has a custom bass made by Jackson Guitars and receives royalties in

connection with those sales. Now that he is no longer affiliated with Hatebreed, he is experiencing lower sales.

48. Despite purporting to terminate him from the band, Hatebreed continues to sell merchandise using Beattie's likeness in its online store. Hatebreed and Shanahan also continue to promote the band using Beattie's likeness. For example, as of the date of this filing Beattie is still featured prominently on Hatebreed's profile picture for its Instagram account, and Beattie appears on Hatebreed's website and social media pages.



Screenshot taken from Hatebreed Website on June 18, 2025

49. In addition, the band has used Beattie's likeness in video footage to promote the Summer Slaughter festival scheduled for the summer of 2025.

Count One: Breach of Contract (Membership in the band) (Shanahan)

50. Beattie repeats the allegations of Paragraphs 1 through 49 of the Complaint as if fully set forth in this Count.

51. A de facto/common law partnership was formed by the founding members of the band. When David Russo and Larry Dwyer left the band, Beattie and Shanahan remained as the sole partners.

52. Hatebreed, Inc. was established as a financial entity and did not supersede the partnership agreement between Shanahan and Beattie.

53. Based on the agreement at the outset of the band as well as the conduct through the band's operation, Shanahan and Beattie clearly intended to carry on the business of the band as equal partners, and did in fact do so.

54. Beattie and Shanahan both contributed their own money and assets to the band. They both had the ability to act on behalf of the band in terms of hiring and firing personnel, entering into contracts, booking concerts, and authorizing uses of the band's name and logo.

55. Both Beattie and Shanahan made business and creative decisions for the band.

56. Both Beattie and Shanahan shared in the profits generated by the band and its corresponding music, merchandising, and ticket sales.

57. Defendants breached the implied partnership agreement by removing Beattie, without cause, from the band, withholding compensation from him that is due and owing, and excluding him from band-related activities and revenue streams.

58. As a direct and proximate result of Defendants' breach, Beattie has suffered harm including but not limited to loss of income, future earnings, and reputational harm.

Count Two: Breach of Contract (Merchandise Agreement) (All Defendants)

59. Beattie repeats the allegations of Paragraphs 1 through 58 of the Complaint as if fully set forth in this Count.

60. The Merchandise Agreement was a valid and enforceable agreement between and among Beattie and the Defendants for distribution of the proceeds from Hatebreed merchandise.

61. Defendants, as the ones controlling the money received from merchandise sales, upon information and belief, breached the Merchandise Agreement by improperly withholding funds to Beattie that were due to him under the Agreement.

62. As a direct and proximate result of Defendants' breach, Beattie has suffered damages in the form of money due to him under the Agreement.

Count Three: Negligent Infliction of Emotional Distress (All Defendants)

63. Beattie repeats the allegations of Paragraphs 1 through 62 of the Complaint as if fully set forth in this Count.

64. Beattie's 30-year career as a bassist for Hatebreed, a band that he co-founded and helped develop, constituted a significant portion of his livelihood. Hatebreed, Inc. and Shanahan abruptly terminated Beattie from his long-time career based on unsupported and false allegations. In so doing, Hatebreed, Inc. and Shanahan created an unreasonable risk of causing Beattie, and did so cause Beattie, emotional distress.

65. As a result of his unjustified termination from the band, Beattie lost his livelihood with no notice.

66. Further, Beattie was one of the founders and leaders of the band, so his unilateral removal took him from not only his financial support, but many of his close relationships.

67. Given that the improper termination removed Beattie's access to his financial stability and thirty-year long endeavor and relationships, and a reasonable person would be distressed by these actions, Beattie's distress was clearly foreseeable, and the Defendants knew or should have known their actions would cause Beattie emotional distress.

68. The emotional distress is severe enough that it has caused Beattie anxiety, humiliation, and emotional anguish.

69. Hatebreed, Inc. and Shanahan's actions were the cause of Beattie's emotional distress.

Count Four: Unjust Enrichment (All Defendants) (in the alternative to Count One)

70. Beattie repeats the allegations of Paragraphs 1 through 49 of the Complaint as if fully set forth in this Count.

71. The Defendants have been unjustly enriched by retaining the value and benefits of Beattie's decades-long contributions, including the value he has created for the band that allow it to draw fans and concert booking revenue, his share of ongoing royalties, merchandise sales, fan base, and brand identity.

72. The Defendants have not paid Beattie for any benefits despite continuing to profit from the band he helped build and his image and reputation.

73. Defendants' retention of these benefits is inequitable, especially in light of Beattie's wrongful and unceremonious expulsion form the band.

74. Beattie has been harmed by this failure to compensate him.

Count Five: Misappropriation of Name and Likeness (All Defendants)

75. Beattie repeats the allegations of Paragraphs 1 through 74 of the Complaint as if fully set forth in this Count.

76. Connecticut law recognizes a cause of action in tort for "appropriation of [someone's] name or likeness." *Foncello v. Amorossi*, 284 Conn. 225, 234 (2007).

77. Since Beattie has been terminated from the band, the Defendants continue to use his name and likeness to promote or advertise their band for their own use and benefit. Specifically, Hatebreed and Shanahan continue to use Beattie's image in posts on social media and on the band's website, hatebreed.com.

78. The Defendants are using Beattie's likeness without his permission.

79. Beattie has suffered damages as a result of the Defendants' use of his name or likeness.

Count Six: Breach of Duty of Loyalty (Shanahan)

80. Plaintiff repeats, re-alleges, and incorporates the allegations of Paragraphs 1 through 79 of the Complaint as if fully set forth herein.

81. As one of the partners of the band, Shanahan owes a fiduciary duty of loyalty to the partnership and its members, including Beattie. This fiduciary duty requires Shanahan to act prudently and with diligence in managing the band's affairs.

82. Shanahan has breached and continues to breach this duty of loyalty by, inter alia:

i. Misusing band assets;

ii. Misleading and/or concealing information from Beattie about the financial wellbeing of the band;

iii. Misrepresenting the revenue that the band was generating or expected to generate;

iv. Obstructing Beattie's right to review the books and records of the band; and

v. Unilaterally forcing Beattie out of the band, improperly removing him from the partnership.

83. As a result of Shanahan's breach, Beattie has and continues to suffer damages in an amount to be determined at arbitration.

Count Seven: Breach of Duty of Care (Shanahan)

84. Plaintiff repeats, re-alleges, and incorporates Paragraphs 1 through 83 of the Complaint as if fully set forth herein.

85. As one of the partners of the band's de facto partnership, Shanahan owes a fiduciary duty of care to the de facto partnership and its members, including Beattie. This

fiduciary duty of care requires Shanahan to act prudently and with diligence in managing the band's affairs.

86. Shanahan has breached this duty of care by, inter alia

i. Failing to provide Beattie access to the band's financial records as is his right pursuant to the de facto partnership, thereby hindering Beattie's ability to assess the band's financial position;

ii. Neglecting to maintain accurate and current financial records and corporate documentation for the band;

iii. Obstructing Beattie's ability to conduct a review of the books and records; and

iv. Removing a partner to the band unilaterally and without regard for the financial repercussions to the purpose of the partnership.

87. Shanahan has engaged in reckless and/or careless management practices that have harmed the financial health of the band and his partner, Beattie.

88. As a result of Shanahan's breach of his fiduciary duty of care, Beattie has and continues to suffer damages in an amount to be determined at trial.

Count Eight: Tortious Interference with Existing Business Relationships

89. Plaintiff repeats and re-alleges paragraphs 1 through 88 of this Complaint as if fully set forth herein.

90. Beattie had a decades long business relationship with Jackson Guitars where he received two custom bass guitars yearly at approximately $5,000.00 in combined value. He also received royalties through the sale of special edition guitars associated with his name. These royalties ranged from $1,000.00 to $2,000.00 a year. Beattie also purchased these special edition

guitars and used them onstage, after which he was able to sell them at an upcharge as "Stage Played Basses."

91. Beattie recently entered into a business relationship with S.I.T. Strings. Per this relationship, Beattie agreed to purchase his strings from S.I.T. Strings and, at the time of his removal from the band, he was in the process of having packaging made and designing an exclusive guitar pick that S.I.T. Strings would sell as a package. This relationship likely would have generated approximately $5,000 to $10,000 in additional profit per year.

92. The Defendants were at all relevant times aware of Beattie's relationships with S.I.T. Strings and Jackson Guitars.

93. The Defendants knew that the improper removal from the band would reasonably result in the termination of these relationships.

94. Despite this, Shanahan maliciously and illegally cut Beattie out of the band's partnership.

95. As a result of his improper removal from Hatebreed, S.I.T. Strings terminated its business relationship with Beattie.

96. Additionally, while Jackson Guitars has not explicitly ended its business relationship with Beattie, sales have gone down as a result of his termination from the band and he is no longer receiving free guitars yearly.

97. The tortious interference with these business relationships resulted in the loss of an estimated profit of approximately $10,000 per year.

WHEREFORE, upon all allegations and counts alleged herein, Plaintiff respectfully asks that this Court grant the following relief:

1. Compensatory damages in an amount to be determined at trial;

2. Damages for emotional distress;

3. An accounting of funds, assets, expenditures, disbursements, and transactions managed, received or expended by the Defendants in connection with the operation of Hatebreed;

4. Prejudgment and postjudgment interest; and

5. Such other relief as the Court deems just and proper.

THE PLAINTIFF,

CHRISTOPHER BEATTIE

By *__/s/ Alexa T. Millinger__*

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DOCKET NO. NNH-CV-25-6158764-S	:	SUPERIOR COURT
CHRISTOPHER BEATTIE	:	JUDICIAL DISTRICT OF NEW HAVEN
v.	:	AT NEW HAVEN
HATEBREED, INC. AND JAMES SHANAHAN	:	OCTOBER 27, 2025

STATEMENT OF AMOUNT IN DEMAND

The amount in demand is in excess of $15,000.00, exclusive of interest and costs.

THE PLAINTIFF,

CHRISTOPHER BEATTIE

By /s/ *Alexa T. Millinger*

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EXHIBIT B

~~RETURN DATE: AUGUST 12, 2025~~DOCKET NO. NNH-CV-25-6158764-S : SUPERIOR COURT

CHRISTOPHER BEATTIE	:	JUDICIAL DISTRICT OF NEW HAVEN
v.	:	AT NEW HAVEN
HATEBREED, INC. AND JAMES SHANAHAN	:	~~JULY 10~~OCTOBER 27, 2025

AMENDED COMPLAINT

Introduction

Plaintiff Christopher Beattie and Defendant James Shanahan co-founded the band Hatebreed together thirty years ago. Beattie has been the band's bassist ever since, touring the world as the band built a global following. While other members came and went, Beattie remained the driving force behind the band's sound and identity until his sudden and baseless expulsion from the band last November. In the ~~month's~~months leading up to his abrupt termination, Shanahan's behavior grew increasingly erratic, culminating in a unilateral decision to cut Beattie off from his career, fans, touring, and substantial expected revenue. Beattie now brings this action to recover resulting damages from Shanahan's conduct.

The Parties and Jurisdiction

1. Plaintiff Christopher Beattie ("Beattie" or "Plaintiff") is an individual Connecticut resident residing at 91 Maxine Road, Bristol, Connecticut 06010-2355.

2. Defendant Hatebreed, Inc. ("Hatebreed, Inc.") is a California corporation with a principal address at 9200 Sunset Blvd., #600, Los Angeles, CA. Hatebreed, Inc. is the business entity formed around the musical band Hatebreed. Hatebreed is a metalcore/hardcore band originally formed in Bridgeport~~/New Haven~~, Connecticut in 1994. The band is known for its

high-energy performances and has built a following through shows in Connecticut and around the world.

3. Defendant James Shanahan ("Shanahan") is the Chief Executive Officer, Chief Financial Officer, and Secretary of Hatebreed, Inc. Shanahan, upon information and belief, is a Connecticut resident residing at 587 North Main St., Wallingford, Connecticut 06492. Shanahan uses the stage name of Jamey Jasta.

4. Jurisdiction is proper against Hatebreed, Inc. pursuant to Conn. Gen. Stat. §52-59b.

5. Jurisdiction is proper against Shanahan as he is a resident domiciled in the state of the Connecticut.

Hatebreed's Formation and Success

6. Shanahan and Beattie, along with David Russo and Larry Dwyer, started a band called Hatebreed together more than thirty years ago. Beattie was the band's bassist during that entire time. Over the years other band members came and left, but Shanahan and Beattie remained the long-term founding members.

7. At its founding, Beattie, Shanahan, David Russo, and Larry Dwyer agreed to carry on as cooperative leaders of the band in the hopes of eventually generating a profit, impliedly agreeing to operate the band as a partnership. There was no written partnership agreement. David Russo and Larry Dwyer left the band and the partnership voluntarily; therefore, the sole remaining members of the partnership are Beattie and Shanahan.

8. As the only founding members remaining, Beattie and Shanahan retained certain levels of control over the band, separate and distinct from other band members that joined later, as discussed further herein.

9. ~~7.~~ Hatebreed eventually gained recognition and fame in the hardcore music scene and won fans across the globe. By the time Beattie left the band, Hatebreed was doing ~~about 200~~between one hundred to one hundred-fifty shows annually around the world and making approximately $1,000,000.00 in net profit per year.

10. Before the band had any financial success, Beattie and Shanahan both contributed considerable personal funds and assets to the band to keep it in operation.

11. For example, Beattie purchased, registered, and insured a touring van with his own personal money. This touring van was used throughout the 1990's for the benefit of the band.

12. ~~8.~~ During his time with the band, Beattie actively participated in the band's growth, development and commercial success. At all relevant times Beattie has played a pivotal role in shaping the band's sound and has been integral to its rise within the hardcore and metal scenes, in Connecticut and globally. Beattie wrote a substantial number of the band's songs alongside Shanahan.

13. The band's touring schedule required for the band's success prohibited Beattie from maintaining a traditional full-time job, so Beattie sacrificed his ability to earn a traditional income to further the band's success. Beattie has left at least two jobs voluntarily as a result of his obligations to the band.

14. When the band went out on tours or had shows, Beattie coordinated all of the logistics on behalf of the band. This included Beattie unilaterally hiring technicians and a road crew, communicating with the tour manager on the band's behalf, and coordinating with all of these individuals to ensure a smooth touring process. He also coordinated the loading and

unloading of band equipment before and after it was used, including the timing, access to the venue, and ensuring that the proper gear was loaded.

15. Beattie also managed the band's rehearsals between shows. He located and booked rehearsal spaces for the band and was in charge of getting new band members up to speed on the band's music by rehearsing with them in advance of shows, tours, and recording sessions.

16. Beattie also controlled and oversaw the band's equipment. Beattie built a storage facility for the band's equipment and would rent additional storage spaces for the band as needed. Recently one of their rental spaces closed, so Beattie found and contracted with a new storage location for the band's equipment.

17. When the band completed touring and merchandise was left over, Beattie and Shanahan would work together to ensure that the merchandise was listed on the band's webstore.

18. Beattie also spearheaded non-musical endeavors for the band. For instance, during the Covid-19 pandemic, Beattie personally met with a Connecticut-based brewer to discuss alternate avenues for band revenue generation since they were unable to do shows. Beattie ultimately approved a beer known as "Breed Brew" that was a collaboration with Hatebreed. Beattie entered into a contractual relationship with the brewer on behalf of the band to have it canned, marketed, and sold, and hosted a launch party for Breed Brew at the brewery. Breed Brew was sold as a standalone form of merchandising both in store at local breweries and shipped to over a dozen states.

19. Beattie and Shanahan together made decisions on creative and business directions for the band. Along with the band's manager, they were responsible for and often discussed

decisions such as how much other band members were paid for certain shows, booking and scheduling, distribution, and the band's public image and branding, among other things.

20. Beattie and Shanahan jointly made personnel decisions such as hiring managers for the band and other band employees. Beattie had the power to unilaterally fire the band's crewmembers and in fact did as necessary.

21. Beattie often served as an intermediary or go-between for band members and the band's manager, Steve Ross. Steve Ross frequently would not respond to inquiries or communications from band members other than Beattie or Shanahan, which left Beattie to represent the band in communications with management.

22. ~~9.~~ Beattie contributed significant labor, musical talent, recording and management duties, promotion, and financial resources, without which Hatebreed would not and could not have achieved its current level of recognition and profitability.

23. ~~10.~~ At all relevant times, the band functioned pursuant to a longstanding, implied ~~agreement~~partnership and understanding that Shanahan and Beattie were ~~equal co-owners in~~partners in the operations of the band ~~and entitled to their designated share of profits, royalties, and intellectual property rights~~.

24. ~~11.~~ It was not until approximately ten years after the band's formation that Shanahan formed Hatebreed, Inc., a California corporation on June 29, 2004. Shanahan listed himself as Chief Executive Officer, Secretary, and Chief Financial Officer.

25. ~~12.~~ Upon information and belief, the corporate entity was formed specifically and solely for managing the band's funds, which increased as Hatebreed's popularity grew, specifically for receiving, managing, and disbursing funds to band members. This formation of

the corporate entity was not intended to reorganize the partnership between Beattie and Shanahan into a corporation, but rather to be an independent entity separate from the band.

26. ~~13.~~ Shanahan's formation of the corporate entity did not diminish Beattie's status as an equal founding member of the band, nor did it empower Shanahan with the unilateral authority to terminate Beattie or other band members.

Shanahan and Hatebreed, Inc.'s Improper Handling of Band Revenue

27. ~~14.~~ On or around September 25, 2015, Shanahan, Beattie, and drummer Matthew Byrne ("Byrne") entered into an agreement concerning the distribution of proceeds from the sale of Hatebreed merchandise (the "Merchandise Agreement"). Under the Merchandise Agreement, Beattie, Byrne, and Shanahan agreed they were each entitled to 25% of the sales and revenue from merchandise. The other two members of the band received 12.5%, accounting for the remaining 25% of sales.

28. ~~15.~~ Upon information and belief, Shanahan and/or band manager Steve Ross maintained a specific Hatebreed bank account and managed the band's income and distributions to other members, including Shanahan and Beattie.

29. As a partner, Beattie was not involved with management of the band's money, as that was primarily handled by third-party entities contracted for that purpose, including Platinum Financial Management, Inc. ("Platinum Financial"). Most payments to band members were received as wire transfers. Those transfers often came with no explanation or breakdown of the amount being transferred. Communications with Platinum Financial were primarily handled by Steve Ross.

30. Despite the fact that he did not have authority under the implied partnership agreement to unilaterally make decisions with respect to the band's finances, at some point

Shanahan began to cut the other members out and back-channel with Steve Ross and Platinum Financial in secret about financial decisions.

~~16. Beattie and other band members had no insight into how the money was managed, and most often received payment via wire transfers. Those transfers often came with no explanation or breakdown of the amount being transferred.~~

~~17. At this time Hatebreed continued to operate in accordance with the longstanding implied agreement and understanding the primary members, including Shanahan, Beattie, and Byrne, were co-equal owners in the band. In addition, the three, along with band manager Steve Ross, played a critical role in all major decision-making on behalf of the band. For example, each of Shanahan, Beattie, Byrne and Ross were responsible for and often discussed managerial decisions such as how much other band members were paid for certain shows, booking and scheduling, distribution, and the band's public image and branding, among other things.~~

~~18. Despite this understanding and practice that the three primary band members be involved in such decision-making and entitled to equal shares in profits, at some point Mr. Shanahan became more secretive with respect to decision-making and the band's finances.~~

31. ~~19.~~ Prior to his termination, Beattie began to notice that there were substantial delays in receiving his share of merchandise sales following Hatebreed performances.

32. ~~20.~~ When Beattie did receive payments purporting to reflect his share of merchandise sales, those payments were substantially lower than what he anticipated under the Merchandise Agreement. Because of this, Beattie began requesting financial information about the band from ~~Shanahan~~Steve Ross.

~~21. Despite his repeated requests in 2023 and 2024, Beattie never received any financial information confirming that the portion of the proceeds he received constituted 25% of sales as promised.~~

33. Beattie continued to perform his duties in the partnership, including performing with the band, coordinating logistics of band merchandise and bookings, and making creative decisions.

34. ~~22. Furthermore, in~~In 2015 Hatebreed ~~and Shanahan, through Steve Ross,~~ agreed that in addition to merchandise sales at Hatebreed performances, Hatebreed merchandise would be sold on Hatebreed's website through a URL banner linking directly to Hatebreedstore.com. Sales from the website would be governed by the Merchandise Agreement and presumably administered by ~~Hatebreed and/or~~ Shanahan according to an agreement between him and the other members of the band, including Beattie. Inexplicably, however, as of April 2024 the only link to merchandise on the Hatebreed website links to www.martyrstore.net, Shanahan's personal merchandise website. Moreover, when www.hatebreedstore.com is typed into the URL bar, it redirects to www.martyrstore.net. In addition to Shanahan-specific memorabilia, the website sells Hatebreed merchandise. Upon information and belief, Beattie and other band members have not been compensated their fair share of proceeds from www.martyrstore.net, which has been wrongfully retained by Shanahan and/or Hatebreed, Inc.

35. While Shanahan's role in the partnership placed him in a role of having more direct oversight of merchandising profits, he had withheld information from Beattie when it was requested.

36. ~~23.~~ Upon information and belief, Shanahan has co-mingled and continues to co-mingle and/or misappropriate proceeds derived from Hatebreed merchandise, performances, meet and greets, and other appearances for his personal benefit.

Beattie's Abrupt and Improper Termination from Hatebreed

37. ~~24.~~ On or about November 15, 2024, Shanahan inexplicably notified Beattie that he was terminated from his role in the band.

38. ~~25.~~ Beattie's termination followed weeks of erratic behavior by Shanahan, including berating and belittling tour and road crew and publicly posting about being stressed, burned out, and generally having too much on his plate.

39. ~~26.~~ For example, in or around October 2024, Shanahan became visibly upset and berated a tour bus driver in front of band and crew members because he had stopped the bus in order to use the restroom, which caused Shanahan to miss his Uber. Approximately two weeks before Beattie's termination, Shanahan confirmed his mental state by informing fans via Instagram "I am SHOT. The miles really add up at this age. Doesn't mean I don't love ya. I just don't have the bandwidth anymore."

40. ~~27.~~ In terminating Beattie from the band, Shanahan cited to an alleged incident that occurred on or around November 9, 2024 just prior to a Hatebreed concert at the Toyota Oakdale Theater in Wallingford, Connecticut. There, a Live Nation security guard at the venue falsely reported that Beattie had harassed her upon entering the theater prior to his performance. These allegations were patently untrue. Beattie never harassed any Live Nation employee and more likely, she mistook him for someone else.

41. ~~28.~~ Despite Beattie's denying the incident, Shanahan abruptly terminated Beattie from Hatebreed, despite his thirty-year tenure in the band and ~~the implied agreement that he~~

~~would remain part of Hatebreed~~partnership. Shanahan had no justified reason for Beattie's termination. Shanahan had structured a false narrative about Beattie – not supported by any evidence – to other band members following the Oakdale show in an effort to discredit Beattie's reputation and persuade the other band members to justify Shanahan's desire to kick Beattie out of the band.

42. When choosing to remove members from the band in the past, the issue was brought to the band as a whole, with the final decision being made together and unanimously. Shanahan did not have the power to remove an individual from the band without the group agreeing.

43. Shanahan unilaterally decided to kick Beattie, and equal partner, out of the band, in violation of Shanahan's fiduciary duties to the partnership.

44. ~~29.~~ Upon information and belief, Shanahan stood to profit from Beattie's termination, as he would be entitled to a larger share of band proceeds and profits without Beattie in the band.

45. ~~30.~~ In addition, Beattie and Shanahan were the primary songwriters for the band, and together earned the majority of publishing proceeds for their work. With Beattie out of the band, Shanahan likely believed that he could stand to recover significantly more in the way of publishing proceeds.

46. ~~31.~~ The fallout from Beattie's termination has had a significant negative impact on his career, reputation, and health and well-being.

47. ~~32.~~ For example, as a direct result of his termination, brands that Beattie has worked with for *decades* have stopped doing business with him. S.I.T. Strings was going to do a custom bass string series featuring Beattie, but pulled out of the deal following Beattie's

termination from the band. Beattie also has a custom bass ~~with~~made by Jackson Guitars and receives royalties in connection with those sales. Now that he is no longer affiliated with Hatebreed, he is experiencing lower sales.

48. ~~33.~~ Despite purporting to terminate him from the band, Hatebreed continues to sell merchandise using Beattie's likeness in its online store. Hatebreed and Shanahan also continue to promote the band using Beattie's likeness. For example, as of the date of this filing Beattie is still featured prominently on Hatebreed's profile picture for its Instagram account, and Beattie appears on Hatebreed's website and social media pages.



Screenshot taken from Hatebreed Website on June 18, 2025

49. ~~34.~~ In addition, the band has used Beattie's likeness in video footage to promote the Summer Slaughter festival scheduled ~~to take place this~~for the summer of 2025.

Count One: Breach of Contract (Membership in the ~~Band) (All Defendants~~band) (Shanahan)

50. ~~35.~~ Beattie repeats the allegations of Paragraphs 1 through ~~34~~49 of the Complaint as if fully set forth in this Count.

~~36. Beattie and the Defendants had an enforceable agreement under which Beattie would continue as bassist for Hatebreed and share equally in revenues and decisions. This agreement predates and is separate and apart from the formation of Hatebreed, Inc.~~

51. A de facto/common law partnership was formed by the founding members of the band. When David Russo and Larry Dwyer left the band, Beattie and Shanahan remained as the sole partners.

52. Hatebreed, Inc. was established as a financial entity and did not supersede the partnership agreement between Shanahan and Beattie.

53. Based on the agreement at the outset of the band as well as the conduct through the band's operation, Shanahan and Beattie clearly intended to carry on the business of the band as equal partners, and did in fact do so.

54. Beattie and Shanahan both contributed their own money and assets to the band. They both had the ability to act on behalf of the band in terms of hiring and firing personnel, entering into contracts, booking concerts, and authorizing uses of the band's name and logo.

55. Both Beattie and Shanahan made business and creative decisions for the band.

56. Both Beattie and Shanahan shared in the profits generated by the band and its corresponding music, merchandising, and ticket sales.

57. ~~37.~~ Defendants breached ~~this~~the implied partnership agreement by removing Beattie, without cause, from the band, withholding compensation from him that is due and owing, and excluding him from band-related activities and revenue streams.

58. ~~38.~~ As a direct and proximate result of Defendants' breach, Beattie has suffered harm including but not limited to loss of income, future earnings, and reputational harm.

Count Two: Breach of Contract (Merchandise Agreement) (All Defendants)

59. ~~39.~~ Beattie repeats the allegations of Paragraphs 1 through ~~38~~58 of the Complaint as if fully set forth in this Count.

60. ~~40.~~ The Merchandise Agreement was a valid and enforceable agreement between and among Beattie and the Defendants for distribution of the proceeds from Hatebreed merchandise.

61. ~~41.~~ Defendants, as the ones controlling the money received from merchandise sales, upon information and belief, breached the Merchandise Agreement by improperly withholding funds to Beattie that were due to him under the Agreement.

62. ~~42.~~ As a direct and proximate result of Defendants' breach, Beattie has suffered damages in the form of money due to him under the Agreement.

Count Three: Negligent Infliction of Emotional Distress (All Defendants)

63. ~~43.~~ Beattie repeats the allegations of Paragraphs 1 through ~~42~~62 of the Complaint as if fully set forth in this Count.

64. ~~44.~~ Beattie's 30-year career as a bassist for Hatebreed, a band that he co-founded and helped develop, constituted a significant portion of his livelihood. Hatebreed, Inc. and Shanahan abruptly terminated Beattie from his long-time career based on unsupported and false allegations. In so doing, Hatebreed, Inc. and Shanahan created an unreasonable risk of causing Beattie, and did so cause Beattie, emotional distress.

65. As a result of his unjustified termination from the band, Beattie lost his livelihood with no notice.

66. Further, Beattie was one of the founders and leaders of the band, so his unilateral removal took him from not only his financial support, but many of his close relationships.

67. ~~45.~~ Given that the ~~factors above~~improper termination removed Beattie's access to his financial stability and thirty-year long endeavor and relationships, and a reasonable person would be distressed by these actions, Beattie's distress was clearly foreseeable, and the Defendants knew or should have known their actions would cause Beattie emotional distress.

68. ~~46.~~ The emotional distress is severe enough that it has caused Beattie anxiety, humiliation, and emotional anguish.

69. ~~47.~~ Hatebreed, Inc. and Shanahan's actions were the cause of Beattie's emotional distress.

Count Four: Unjust Enrichment (All Defendants) (in the alternative to Count One)

70. ~~48.~~ Beattie repeats the allegations of Paragraphs 1 through ~~47~~49 of the Complaint as if fully set forth in this Count.

71. ~~49.~~ The Defendants have been unjustly enriched by retaining the value and benefits of Beattie's decades-long contributions, including the value he has created for the band that allow it to draw fans and concert booking revenue, his share of ongoing royalties, merchandise sales, fan base, and brand identity.

72. ~~50.~~ The Defendants have not paid Beattie for any benefits despite continuing to profit from the band he helped build and his image and reputation.

73. ~~51.~~ Defendants' retention of these benefits is inequitable, especially in light of Beattie's wrongful and unceremonious expulsion form the band.

74. ~~52.~~ Beattie has been harmed by this failure to compensate him.

Count Five: Misappropriation of Name and Likeness (All Defendants)

75. ~~53.~~ Beattie repeats the allegations of Paragraphs 1 through ~~52~~74 of the Complaint as if fully set forth in this Count.

76. ~~54.~~ Connecticut law recognizes a cause of action in tort for "appropriation of [someone's] name or likeness." *Foncello v. Amorossi*, 284 Conn. 225, 234 (2007).

77. ~~55.~~ Since Beattie has been terminated from the band, the Defendants continue to use his name and likeness to promote or advertise their band for their own use and benefit. Specifically, Hatebreed and Shanahan continue to use Beattie's image in posts on social media and on the band's website, hatebreed.com.

78. ~~56.~~ The Defendants are using Beattie's likeness without his permission.

79. ~~57.~~ Beattie has ~~been~~ suffered damages as a result of the Defendants' use of his name or likeness.

Count Six: ~~Accounting (All Defendants)~~Breach of Duty of Loyalty (Shanahan)

80. ~~58. Beattie~~Plaintiff repeats, re-alleges, and incorporates the allegations of Paragraphs 1 through ~~57~~79 of the Complaint as if fully set forth ~~in this Count~~herein.

~~59. The parties were involved in a fiduciary relationship involving the management of the band Hatebreed and all related commercial operations.~~

81. As one of the partners of the band, Shanahan owes a fiduciary duty of loyalty to the partnership and its members, including Beattie. This fiduciary duty requires Shanahan to act prudently and with diligence in managing the band's affairs.

82. Shanahan has breached and continues to breach this duty of loyalty by, inter alia:

i. Misusing band assets;

ii. Misleading and/or concealing information from Beattie about the financial wellbeing of the band;

iii. Misrepresenting the revenue that the band was generating or expected to generate;

iv. Obstructing Beattie's right to review the books and records of the band; and

v. Unilaterally forcing Beattie out of the band, improperly removing him from the partnership.

83. As a result of Shanahan's breach, Beattie has and continues to suffer damages in an amount to be determined at arbitration.

Count Seven: Breach of Duty of Care (Shanahan)

84. Plaintiff repeats, re-alleges, and incorporates Paragraphs 1 through 83 of the Complaint as if fully set forth herein.

85. As one of the partners of the band's de facto partnership, Shanahan owes a fiduciary duty of care to the de facto partnership and its members, including Beattie. This fiduciary duty of care requires Shanahan to act prudently and with diligence in managing the band's affairs.

86. Shanahan has breached this duty of care by, inter alia

i. Failing to provide Beattie access to the band's financial records as is his right pursuant to the de facto partnership, thereby hindering Beattie's ability to assess the band's financial position;

ii. Neglecting to maintain accurate and current financial records and corporate documentation for the band;

iii. Obstructing Beattie's ability to conduct a review of the books and records; and

iv. Removing a partner to the band unilaterally and without regard for the financial repercussions to the purpose of the partnership.

87. Shanahan has engaged in reckless and/or careless management practices that have harmed the financial health of the band and his partner, Beattie.

88. As a result of Shanahan's breach of his fiduciary duty of care, Beattie has and continues to suffer damages in an amount to be determined at trial.

Count Eight: Tortious Interference with Existing Business Relationships

89. Plaintiff repeats and re-alleges paragraphs 1 through 88 of this Complaint as if fully set forth herein.

90. Beattie had a decades long business relationship with Jackson Guitars where he received two custom bass guitars yearly at approximately $5,000.00 in combined value. He also received royalties through the sale of special edition guitars associated with his name. These royalties ranged from $1,000.00 to $2,000.00 a year. Beattie also purchased these special edition guitars and used them onstage, after which he was able to sell them at an upcharge as "Stage Played Basses."

91. Beattie recently entered into a business relationship with S.I.T. Strings. Per this relationship, Beattie agreed to purchase his strings from S.I.T. Strings and, at the time of his removal from the band, he was in the process of having packaging made and designing an exclusive guitar pick that S.I.T. Strings would sell as a package. This relationship likely would have generated approximately $5,000 to $10,000 in additional profit per year.

92. The Defendants were at all relevant times aware of Beattie's relationships with S.I.T. Strings and Jackson Guitars.

93. ~~60.~~ The Defendants ~~have sole or primary control over the management and handling of the funds, assets, books and records related to that relationship.~~knew that the

improper removal from the band would reasonably result in the termination of these relationships.

~~61. Beattie has made multiple demands on the Defendants for a full and accurate accounting of the funds and financial activity of Hatebreed, but the Defendants have refused to provide a fair and accurate accounting.~~

94. Despite this, Shanahan maliciously and illegally cut Beattie out of the band's partnership.

95. ~~62.~~ As a result~~, Beattie is unable to determine the full extent of his rights and entitlements under his~~ of his improper removal from Hatebreed, S.I.T. Strings terminated its business relationship with ~~Hatebreed~~Beattie.

~~63. Pursuant to Conn. Gen. Stat. §52-401, Beattie is entitled to a full and complete accounting of all funds, assets, expenditures, disbursements, and transactions managed, received or expended by the Defendants in connection with the operation of Hatebreed.~~

96. Additionally, while Jackson Guitars has not explicitly ended its business relationship with Beattie, sales have gone down as a result of his termination from the band and he is no longer receiving free guitars yearly.

97. The tortious interference with these business relationships resulted in the loss of an estimated profit of approximately $10,000 per year.

WHEREFORE, upon all allegations and counts alleged herein, Plaintiff respectfully asks that this Court grant the following relief:

1. Compensatory damages in an amount to be determined at trial;

2. Damages for emotional distress;

3. An accounting of funds, assets, expenditures, disbursements, and transactions managed, received or expended by the Defendants in connection with the operation of Hatebreed;

4. Prejudgment and postjudgment interest; and

5. Such other relief as the Court deems just and proper.

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CHRISTOPHER BEATTIE

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~~RETURN DATE: AUGUST 12, 2025~~

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The amount in demand is in excess of $15,000.00, exclusive of interest and costs.

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