

The Honorable James L. Robart

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

ATIGEO LLC, a Washington limited liability
company; and MICHAEL SANDOVAL, an
individual,

Plaintiffs,

vs.

OFFSHORE LIMITED D, a California
business organization, form unknown;
OFFSHORE LIMITED D, a California
partnership; DENNIS MONTGOMERY,
individually and as a partner of Offshore
Limited D; ISTVAN BURGYN,
individually and as a partner of Offshore
Limited D; DEMARATECH, LLC, a
California limited liability company; and
DOES 1-10, inclusive,

Defendant.

NO. 2:13-cv-01694

**DECLARATION OF PETER NIERMAN
IN SUPPORT OF ISTVAN BURGYN'S
MOTION FOR SUMMARY JUDGMENT**

I, Peter Nierman, do hereby declare:

1. I am of legal age, competent to testify to the matters herein, and do so on my
own personal knowledge.

2. I am an attorney for defendants Dennis Montgomery and Istvan Burgyn in this



1 case.

2 3. Attached to this declaration as Exhibit 1 is a true and correct copy of Istvan
3 Burgyan's Responses to Atigeo LLC's First Interrogatories and Requests for Production of
4 Documents, dated February 7, 2014.

5 **I declare under penalty of perjury under the laws of the state of Washington that**
6 **the foregoing is true and correct.**

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8 DATED this 28th day of February, 2014.

9 /s/Peter Nierman
10 Peter Nierman, WSBA #44636



Exhibit 1

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THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ATIGEO LLC, a Washington limited liability company, and MICHAEL SANDOVAL, an individual; and,

Plaintiffs,

vs.

OFFSHORE LIMITED D, a California partnership; DENNIS MONTGOMERY, individually and as a partner of Offshore Limited D; ISTVAN BURGYN, individually and as a partner of Offshore Limited D; DEMARATECH, LLC, a California limited liability company; and DOES 1-25, inclusive;

Defendants.

Civil Action No. 2:13-cv-1694

ATIGEO LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS DIRECTED TO ISTVAN BURGYN

AND ISTVAN BURGYN'S RESPONSES THERETO

Istvan Burgyn (hereinafter "Burgyn" or "defendant"), by and through his counsel of record, hereby answers Atigeo's First Interrogatories and Request for Production, and makes the following objections:

GENERAL OBJECTIONS

1. Defendant objects to the extent that the discovery requests exceed the scope allowed under CR 26, CR 33 and CR 34.

1 2. Defendant objects to the extent any request seeks information and/or documents
2 not in the possession, custody or control of defendant.

3 3. Defendant objects to the extent the requests seek information that was prepared,
4 generated, or received in anticipation of, or after, the commencement of this litigation and to the
5 extent that it seeks information and/or documents which are subject to the work product doctrine
6 or any other privilege. In addition, defendant objects to plaintiff’s instruction that these
7 interrogatories and discovery requests require information known to defendant’s attorneys,
8 representatives, and agents which is protected by the work product privilege. Defendants will
9 assume that requests do not seek attorney-client communications related to this litigation and do
10 not waive any objection that responsive information is subject to that privilege.

11
12 4. Defendant also does not waive any privileges contained in RCW 5.60.060,
13 including, but not limited to, the attorney-client privilege.

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15 **SPECIFIC OBJECTIONS**

16 1. Defendant objects to plaintiff’s instruction number one pertaining to the
17 definition of “business entity.” This instruction is both vague and overbroad to the extent that it
18 includes directors, officers, employees, agents, clients or other representatives of affiliated third
19 parties.

20 2. Defendant objects to plaintiff’s instruction number four to the extent that plaintiff
21 seeks documents in the custody or control of defendant’s agents, accountants, representatives or
22 attorneys. To the extent such individuals have knowledge of unprivileged facts, then such will
23 be provided in the responses below, but to the extent this request seeks information that is
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1 protected by attorney-client privilege or the work product privilege, then said requests are
2 outside the scope of FRCP 26 and will not be answered.

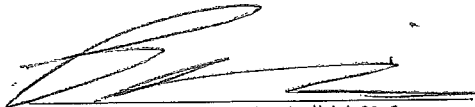
3 3. Defendant objects to plaintiff's definition of the term "person" in that it includes
4 defendant's agents, attorneys, accountants, consultants, and/or representatives. This definition
5 is beyond the permissible scope of discovery under FRCP 26. To the extent such individuals
6 have knowledge of unprivileged facts, then such will be provided in the answers below, but to
7 the extent this request seeks information that is protected by attorney-client privilege or the
8 work product privilege, then said requests are outside the scope of FRCP 26 and will not be
9 answered.
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11 4. Defendant objects to plaintiff's definition of the term "identify" as described in
12 section 7(d)(iv) in that it instructs defendant to "identify" each and every person who "may
13 have" seen or heard a particular communication. Plaintiff's definition is overly burdensome,
14 oppressive and places upon the defendant obligations not contemplated under FRCP 26. Certain
15 responsive communications may have been circulated to dozens of individuals – or entire
16 companies for that matter. It is not for defendant to speculate as to each and every individual
17 who "may" have come across a responsive communication.
18

19 5. Defendant objects to plaintiff's definition of the terms "you," "your," and
20 "defendant(s)" to the extent it includes defendant's agents, related entities, owners, affiliates,
21 representatives, accountants, attorneys, and any other person who, or entity that, is affiliated
22 with, has acted, and/or is acting for on behalf of defendant. This definition is overly broad and
23 beyond the permissible scope of discovery under FRCP 26. To the extent such individuals have
24 knowledge of unprivileged facts, and provision of such is within the scope FRCP 26, then
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1 information/documents will be provided in the answers below. However, to the extent this
2 request seeks information that is protected by attorney-client privilege or the work product
3 privilege, said requests are outside the scope of FRCP 26 and will not be answered.

4 6. Defendant objects to plaintiff's expansive definitions of terms contained in pages
5 4 through 8 to the extent such definitions are an attempt to circumvent the limitations on
6 discovery.
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INTERROGATORIES

INTERROGATORY NO. 1: IDENTIFY and describe with particularity all devices, servers, and methods (specifically hardware, software, and systems), including location, used to store the documents referenced in Defendants’ Initial Disclosures and the documents produced in response to Atigeo’s Requests for Production in the above-captioned case.

ANSWER: Defendant does not possess any knowledge regarding the subject matter of this lawsuit. The only responsive documents he may have in his possession relate to the formation of Demaratech, LLC. These documents are believed to be in a storage unit in California.

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REQUESTS FOR PRODUCTION

RFP NO. 1: Please produce all DOCUMENTS REGARDING the formation of Offshore Limited D.

RESPONSE: Defendant has no knowledge regarding the company known as “Offshore Limited D.” As such, there are no responsive documents to provide.

RFP NO. 2: Please produce all DOCUMENTS REGARDING the ownership of Offshore Limited D.

RESPONSE: Defendant has no knowledge regarding the company known as “Offshore Limited D.” As such, there are no responsive documents to provide.

RFP NO. 3: Please produce all minutes of meetings conducted by Offshore Limited D.

RESPONSE: Defendant has no knowledge regarding the company known as “Offshore Limited D.” As such, there are no responsive documents to provide.

RFP NO. 4: Please produce all DOCUMENTS reflecting the employees of Offshore Limited D.

RESPONSE: Defendant has no knowledge regarding the company known as “Offshore Limited D.” As such, there are no responsive documents to provide.

1 **RFP NO. 5:** Please produce all DOCUMENTS reflecting the directors or officers of
2 Offshore Limited D.

3 **RESPONSE:** Defendant has no knowledge regarding the company known as
4 “Offshore Limited D.” As such, there are no responsive documents to provide.

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7 **RFP NO. 6:** Please produce all DOCUMENTS reflecting the partners of Offshore
8 Limited D.

9 **RESPONSE:** Defendant has no knowledge regarding the company known as
10 “Offshore Limited D.” As such, there are no responsive documents to provide.

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14 **RFP NO. 7:** Please produce all operating agreements of Offshore Limited D.

15 **RESPONSE:** Defendant has no knowledge regarding the company known as
16 “Offshore Limited D.” As such, there are no responsive documents to provide.

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19 **RFP NO. 8:** Please produce all partnership agreements REGARDING Offshore
20 Limited D.

21 **RESPONSE:** Defendant has no knowledge regarding the company known as
22 “Offshore Limited D.” As such, there are no responsive documents to provide.

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1 **RFP NO. 9:** Please produce all DOCUMENTS reflecting Offshore Limited D's place
2 of business.

3 **RESPONSE:** Defendant has no knowledge regarding the company known as
4 "Offshore Limited D." As such, there are no responsive documents to provide.

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7 **RFP NO. 10:** Please produce all DOCUMENTS reflecting any licenses held by
8 Offshore Limited D.

9 **RESPONSE:** Defendant has no knowledge regarding the company known as
10 "Offshore Limited D." As such, there are no responsive documents to provide.

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13 **RFP NO. 11:** Please produce all DOCUMENTS reflecting any permits held by
14 Offshore Limited D.

15 **RESPONSE:** Defendant has no knowledge regarding the company known as
16 "Offshore Limited D." As such, there are no responsive documents to provide.

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19 **RFP NO. 12:** Please produce all shareholder certificates REGARDING Offshore
20 Limited D.

21 **RESPONSE:** Defendant has no knowledge regarding the company known as
22 "Offshore Limited D." As such, there are no responsive documents to provide.

1 **RFP NO. 13:** Please produce all DOCUMENTS reflecting the domain names owned
2 by Offshore Limited D.

3 **RESPONSE:** Defendant has no knowledge regarding the company known as
4 “Offshore Limited D.” As such, there are no responsive documents to provide.

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7 **RFP NO. 14:** Please produce all DOCUMENTS reflecting the websites formed by
8 Offshore Limited D.

9 **RESPONSE:** Defendant has no knowledge regarding the company known as
10 “Offshore Limited D.” As such, there are no responsive documents to provide.

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13 **RFP NO. 15:** Please produce all DOCUMENTS REGARDING the formation of
14 Demaratech, LLC

15 **RESPONSE:** Demaratech LLC has not conducted any business since 2010. It is
16 believed the only remaining documents from this business pertain to corporate formation
17 (i.e. articles of incorporation). However, defendant does not currently have these
18 documents in his possession as they are believed to be kept in a storage facility in
19 California. Defendant will supplement this Request as documents become available.

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22 **RFP NO. 16:** Please produce all DOCUMENTS REGARDING the ownership of
23 Demaratech, LLC.

24 **RESPONSE:** Demaratech LLC has not conducted any business since 2010. It is
25 believed the only remaining documents from this business pertain to corporate formation
26 (i.e. articles of incorporation). However, defendant does not currently have these

1 documents in his possession as they are believed to be kept in a storage facility in
2 California. Defendant will supplement this Request as documents become available.

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5 **RFP NO. 17:** Please produce all minutes of meetings conducted by Demaratech, LLC.

6 **RESPONSE:** Demaratech LLC has not conducted any business since 2010 and
7 defendant does not have any meeting minutes in his possession.

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10 **RFP NO. 18:** Please produce all DOCUMENTS reflecting the employees of
11 Demaratech, LLC.

12 **RESPONSE:** Demaratech LLC has not conducted any business since 2010, and
13 defendant has not retained any documents which reflect the company's former employees.
14 Thus, there are no responsive documents to produce.

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17 **RFP NO. 19:** Please produce all DOCUMENTS reflecting the directors or officers of
18 Demaratech, LLC.

19 **RESPONSE:** Demaratech LLC has not conducted any business since 2010. It is
20 believed the only remaining documents from this business pertain to corporate formation
21 (i.e. articles of incorporation). However, defendant does not currently have these
22 documents in his possession as they are believed to be kept in a storage facility in
23 California. Defendant will supplement this Request as documents become available.

1 **RFP NO. 20:** Please produce all operating agreements REGARDING Demaratech,
2 LLC.

3 **RESPONSE:** Demaratech LLC has not conducted any business since 2010. It is
4 believed the only remaining documents from this business pertain to corporate formation
5 (i.e. articles of incorporation). However, defendant does not currently have these
6 documents in his possession as they are believed to be kept in a storage facility in
7 California. Defendant will supplement this Request as documents become available.

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10 **RFP NO. 21:** Please produce all DOCUMENTS reflecting the members of
11 Demaratech, LLC.

12 **RESPONSE:** Demaratech LLC has not conducted any business since 2010. It is
13 believed the only remaining documents from this business pertain to corporate formation
14 (i.e. articles of incorporation). However, defendant does not currently have these
15 documents in his possession as they are believed to be kept in a storage facility in
16 California. Defendant will supplement this Request as documents become available.

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20 **RFP NO. 22:** Please produce all DOCUMENTS reflecting Demaratech, LLC's place
21 of business.

22 **RESPONSE:** Demaratech LLC has not conducted any business since 2010. It is
23 believed the only remaining documents from this business pertain to corporate formation
24 (i.e. articles of incorporation). However, defendant does not currently have these
25 documents in his possession as they are believed to be kept in a storage facility in
26 California. Defendant will supplement this Request as documents become available.

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RFP NO. 23: Please produce all DOCUMENTS reflecting any licenses held by Demaratech, LLC.

RESPONSE: Demaratech LLC has not conducted any business since 2010. It is believed the only remaining documents from this business pertain to corporate formation (i.e. articles of incorporation). However, defendant does not currently have these documents in his possession as they are believed to be kept in a storage facility in California. The only license held by Demaratech was a California business license which may be kept in this storage facility. Defendant will supplement this Request as documents become available.

RFP NO. 24: Please produce all DOCUMENTS reflecting any permits held by Demaratech, LLC.

RESPONSE: Demaratech did not have any permits.

RFP NO. 25: Please produce all DOCUMENTS reflecting the domain names owned by Demaratech, LLC.

RESPONSE: Demaratech did not own any domain names.

1 **RFP NO. 26:** Please produce all DOCUMENTS reflecting the websites formed by
2 Demaratech, LLC.

3 **RESPONSE:** Demaratech has not formed any websites.
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6 **RFP NO. 27:** Please produce all DOCUMENTS reflecting the domain names owned
7 by you.

8 **RESPONSE:** Defendant does not currently own any domain names. Defendant did
9 previously own the domain name, moveproductionsllc.com.
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12 **RFP NO. 28:** Please produce all DOCUMENTS reflecting the websites owned by you.

13 **RESPONSE:** Please see the attached renewal e-mails from Network Solutions to
14 defendant. Defendant no longer has any other responsive documents in his possession
15 related to moveproductionsllc.com.
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18 **RFP NO. 29:** Please produce all DOCUMENTS REGARDING the formation of any
19 entity involved in any aspect of the SUBJECT DOMAIN NAMES.

20 **RESPONSE:** As defendant did not play any role in creating the subject domain
21 names, there is nothing to provide.
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1 **RFP NO. 30:** Please produce all DOCUMENTS REGARDING the formation of any
2 entity involved in any aspect of the SUBJECT WEBSITES.

3 **RESPONSE:** As defendant did not play any role in creating the subject websites,
4 there is nothing to provide.

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7 **RFP NO. 31:** Please produce all COMMUNICATIONS between you and any person
8 REGARDING Offshore Limited D.

9 **RESPONSE:** Defendant has no knowledge regarding the company known as
10 “Offshore Limited D.” As such, there are no responsive documents to provide.

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13 **RFP NO. 32:** Please produce all COMMUNICATIONS between any pseudonym used
14 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person
15 REGARDING Offshore Limited D.

16 **RESPONSE:** Defendant does not use any pseudonyms nor does he have knowledge
17 regarding the company known as “Offshore Limited D.” As such, there are no responsive
18 documents to provide.

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22 **RFP NO. 33:** Please produce all COMMUNICATIONS between you and any person
23 REGARDING Demaratech, LLC.

24 **RESPONSE:** Object to the extent this Request is overly broad, unduly burdensome
25 and oppressive in that it is not reasonably limited in time or to the subject matter of this

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1 litigation. Without waiving said objection, as Demaratech has not conducted any business
2 since 2010, defendant no longer has any responsive communications in his possession.

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6 Peter Nierman, WSBA #44636
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8 **RFP NO. 34:** Please produce all COMMUNICATIONS between any pseudonym used
9 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person
10 REGARDING Demaratech, LLC.

11 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
12 responsive documents to provide.

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15 **RFP NO. 35:** Please produce all DOCUMENTS REGARDING the registration or use
16 of the SUBJECT DOMAIN NAMES.


17 **RESPONSE:** As defendant did not play any role in creating the subject domain
18 names, there is nothing to provide.

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21 **RFP NO. 36:** Please produce all DOCUMENTS REGARDING the creation or use of
22 the SUBJECT WEBSITES.

23 **RESPONSE:** As defendant did not play any role in creating the subject websites
24 names, there is nothing to provide.


1 **RFP NO. 37:** Please produce all COMMUNICATIONS between you and any person
2 REGARDING the SUBJECT DOMAIN NAMES.

3 **RESPONSE:** Object to the extent this Request invades the attorney-client and/or
4 work product privilege or seek documents prepared in anticipation of litigation. Without
5 waiving said objection, as defendant did not play any role in creating the subject domain
6 names, there is nothing to provide.

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Peter Nierman, WSBA #44636

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11 **RFP NO. 38:** Please produce all COMMUNICATIONS between you and any person
12 REGARDING the SUBJECT WEBSITES.

13 **RESPONSE:** Object to the extent this Request invades the attorney-client and/or
14 work product privilege or seek documents prepared in anticipation of litigation. Without
15 waiving said objection, as defendant did not play any role in creating the subject websites,
16 there is nothing to provide.

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Peter Nierman, WSBA #44636

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21 **RFP NO. 39:** Please produce all COMMUNICATIONS between any pseudonym used
22 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person
23 REGARDING the SUBJECT DOMAIN NAMES.

24 **RESPONSE:** Defendant has never used any pseudonyms. There are no responsive
25 documents to provide.

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RFP NO. 40: Please produce all COMMUNICATIONS between any pseudonym used by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person REGARDING the SUBJECT WEBSITES.

RESPONSE: Defendant has never used any pseudonyms. There are no responsive documents to provide.

RFP NO. 41: Please produce all COMMUNICATIONS between you and Network Solutions REGARDING the SUBJECT DOMAIN NAMES.

RESPONSE: As defendant did not play any role in creating the subject domain names, there is nothing to provide.

RFP NO. 42: Please produce all COMMUNICATIONS between you and Network Solutions REGARDING the SUBJECT WEBSITES.

RESPONSE: As defendant did not play any role in creating the subject websites names, there is nothing to provide.


RFP NO. 43: Please produce all COMMUNICATIONS between you and Network Solutions regarding account number 27945118.

RESPONSE: Defendant has no knowledge regarding this account number and, thus, has no responsive documents in his possession.

1 **RFP NO. 44:** Please produce all COMMUNICATIONS between you and any person
2 REGARDING Atigeo LLC.

3 **RESPONSE:** Object to the extent this Request invades the attorney-client and/or
4 work product privilege or seek documents prepared in anticipation of litigation. Without
5 waiving said objection, defendant has no responsive documents in his possession.

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Peter Nierman, WSBA #44636

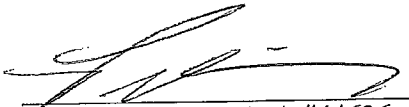
11 **RFP NO. 45:** Please produce all COMMUNICATIONS between any pseudonym used
12 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person
13 REGARDING Atigeo LLC.

14 **RESPONSE:** Defendant has never used any pseudonyms. There are no responsive
15 documents to provide.

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18 **RFP NO. 46:** Please produce all COMMUNICATIONS between you and any person
19 REGARDING Atigeo LLC's subsidiaries.

20 **RESPONSE:** Object to the extent this Request invades the attorney-client and/or
21 work product privilege or seek documents prepared in anticipation of litigation. Without
22 waiving said objection, defendant has no responsive documents in his possession.

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Peter Nierman, WSBA #44636

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2 **RFP NO. 47:** Please produce all COMMUNICATIONS between any pseudonym used
3 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person
4 REGARDING Atigeo LLC's subsidiaries.

5 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
6 responsive documents to provide.

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10 **RFP NO. 48:** Please produce all COMMUNICATIONS between you and Atigeo LLC,
11 including communications with any of Atigeo LLC's employees.

12 **RESPONSE:** Defendant does not have any responsive documents in his possession.

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16 **RFP NO. 49:** Please produce all COMMUNICATIONS between any pseudonym used
17 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and Atigeo LLC,
18 including communications with any of Atigeo LLC's employees.

19 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
20 responsive documents to provide.

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23 **RFP NO. 50:** Please produce all COMMUNICATIONS between you and any person
24 REGARDING Michael Sandoval.

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1 **RESPONSE:** Object to the extent this Request invades the attorney-client and/or
2 work product privilege or seek documents prepared in anticipation of litigation. Without
3 waiving said objection, defendant has no responsive documents in his possession.

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Peter Nierman, WSBA #44636

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9 **RFP NO. 51:** Please produce all COMMUNICATIONS between any pseudonym used
10 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any person
11 REGARDING Michael Sandoval.

12 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
13 responsive documents to provide.

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16 **RFP NO. 52:** Please produce all COMMUNICATIONS between you and Michael
17 Sandoval.

18 **RESPONSE:** The only communications defendant can recall between himself and
19 Michael Sandoval have been verbal. There is nothing to produce.

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22 **RFP NO. 53:** Please produce all COMMUNICATIONS between any pseudonym used
23 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and Michael Sandoval.

24 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
25 responsive documents to provide.

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RFP NO. 54: Please produce all COMMUNICATIONS between you and Western Capital Partners.

RESPONSE: Defendant has no responsive documents in his possession.

RFP NO. 55: Please produce all COMMUNICATIONS between any pseudonym used by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and Western Capital Partners.

RESPONSE: Defendant has never used any pseudonyms. As such, there are no responsive documents to provide.

RFP NO. 56: Please produce all COMMUNICATIONS between you and Jeff Adams.

RESPONSE: Defendant has never heard of Jeff Adams and, thus, has no responsive documents in his possession.

RFP NO. 57: Please produce all COMMUNICATIONS between any pseudonym used by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and Jeff Adams.

RESPONSE: Defendant has never used any pseudonyms. As such, there are no responsive documents to provide.

1 **RFP NO. 58:** Please produce all COMMUNICATIONS between you and any lawyers
2 representing Western Capital Partners, including Robert Hatch and Joseph Novak.

3 **RESPONSE:** Defendant has no responsive documents in his possession.
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7 **RFP NO. 59:** Please produce all COMMUNICATIONS between any pseudonym used
8 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any lawyers
9 representing Western Capital Partners, including Robert Hatch and Joseph Novak.

10 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
11 responsive documents to provide.
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17 **RFP NO. 60:** Please produce all COMMUNICATIONS between you and Edra
18 Blixseth.

19 **RESPONSE:** Defendant's communications with Edra Blixseth have all been verbal.
20 As such, there are no responsive documents to provide.
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24 **RFP NO. 61:** Please produce all COMMUNICATIONS between any pseudonym used
25 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any lawyers
26 representing Edra Blixseth.

1 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
2 responsive documents to provide.

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6 **RFP NO. 62:** Please produce all COMMUNICATIONS between you and Timothy
7 Blixseth.

8 **RESPONSE:** Defendant's communications with Timothy Blixseth have all been
9 verbal. As such, there are no responsive documents to provide.

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13 **RFP NO. 63:** Please produce all COMMUNICATIONS between any pseudonym used
14 by you (including Clark Kent, David Webb, Linda Stevens, nCoder) and any lawyers
15 representing Timothy Blixseth.

16 **RESPONSE:** Defendant has never used any pseudonyms. As such, there are no
17 responsive documents to provide.

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20 **RFP NO. 64:** Please produce all DOCUMENTS REGARDING the following
21 statement made on the SUBJECT WEBSITES: That Atigeo billed a client for "nonexistent
22 development work."

23 **RESPONSE:** Defendant did not participate in the creation of the subject websites
24 nor does he have knowledge regarding any statements posted on the websites. Thus, there
25 is nothing to produce.

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3 **RFP NO. 65:** Please produce all DOCUMENTS REGARDING the following
4 statement made on the SUBJECT WEBSITES: That “Edra Blixseth place[d] \$7mil into
5 [Atigeo] accounts as ‘pre-divorce’ money. Michael Sandoval agree[d] to escrow and ‘shelter’
6 the money for Edra Blixseth.”

7 **RESPONSE:** Defendant did not participate in the creation of the subject websites
8 nor does he have knowledge regarding any statements posted on the websites. Thus, there
9 is nothing to produce.

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16 **RFP NO. 66:** Please produce all DOCUMENTS REGARDING the following
17 statement made on the SUBJECT WEBSITES: That Michael Sandoval took all of Edra
18 Blixseth’s “sheltered” money.

19 **RESPONSE:** Defendant did not participate in the creation of the subject websites
20 nor does he have knowledge regarding any statements posted on the websites. Thus, there
21 is nothing to produce.

22

23

24 **RFP NO. 67:** Please produce all DOCUMENTS REGARDING the following
25 statement made on the SUBJECT WEBSITES: That Atigeo and Michael Sandoval own three
26 lots on Lake Washington, “purchased with Blixseth money without their consent or

1 knowledge.”

2 **RESPONSE: Defendant did not participate in the creation of the subject websites**
3 **nor does he have knowledge regarding any statements posted on the websites. Thus, there**
4 **is nothing to produce.**

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7 **RFP NO. 68:** Please produce all DOCUMENTS REGARDING the following
8 statement made on the SUBJECT WEBSITES: That “Michael Sandoval, with the help of his
9 controller, took the [Blixseth] money to purchase the property on Lake Washington in 2006
10 without the knowledge or consent of Edra Blixseth. Michael Sandoval admitted to the
11 wrongdoing in March 2007 after being confronted with the evidence by Edra Blixseth and her
12 associates.”

13 **RESPONSE: Defendant did not participate in the creation of the subject websites**
14 **nor does he have knowledge regarding any statements posted on the websites. Thus, there**
15 **is nothing to produce.**

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18 **RFP NO. 69:** Please produce all DOCUMENTS REGARDING the following
19 statement made on the SUBJECT WEBSITES: That Atigeo and Michael Sandoval “still owe
20 the Blixseth estate \$8 [million].”

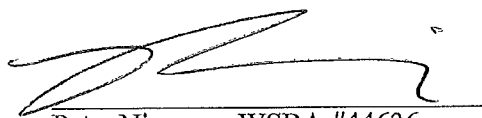
21 **RESPONSE: Defendant did not participate in the creation of the subject websites**
22 **nor does he have knowledge regarding any statements posted on the websites. Thus, there**
23 **is nothing to produce.**

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1 **RFP NO. 70:** Please produce all DOCUMENTS REGARDING the lawsuit known as
2 *Edra Blixseth v. xPatterns et al.*, King County Superior Court Case No. 08-2-18034-4.

3 **RESPONSE:** Objection. This Request is overly broad and unduly burdensome to
4 the extent it seeks information already in plaintiffs' possession or is available from other
5 sources, including public records, which are more convenient and less burdensome.
6 Defendant also objects to the extent this Request invades the attorney-client and/or work
7 product privilege or seeks documents prepared in anticipation of litigation. Without
8 waiving said objection, defendant has no responsive documents in his possession.

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Peter Nierman, WSBA #44636

13 **RFP NO. 71:** Please produce all DOCUMENTS supporting the statements made in the
14 document entitled "Declaration of Istvan Burgyan in Support of Motion for Summary
15 Judgment," dated December 23, 2013 in the above-captioned case.

16 **RESPONSE:** There is nothing to produce.

18 **RFP NO. 72:** Please produce all DOCUMENTS supporting the statements made in the
19 document entitled "Declaration of Dennis Montgomery In Support of Motion to Dismiss and
20 Special Motion to Strike," filed in the above-captioned case on November 22, 2013.

21 **RESPONSE:** Defendant does not have any knowledge regarding the subject matter
22 of this lawsuit. There is nothing to produce.


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25 **RFP NO. 73:** Please produce all insurance policies, which you contend may be
26

1 relevant or satisfy all or part of a possible judgment in the above-caption matter, or which
2 reimburse you for payments made in defense costs or to satisfy a possible judgment in the
3 above-captioned matter.

4 **RESPONSE:** A certified copy of the policy was attached to defendants' initial
5 disclosures.

6
7
8 **RFP NO. 74:** Please produce all correspondence regarding or relating to insurance
9 policies, which you contend may be relevant or satisfy all or part of a possible judgment in the
10 above-caption matter, or which reimburse you for payments made in defense costs or to satisfy
11 a possible judgment in the above-captioned matter.

12 **RESPONSE:** Object to the extent this Request is overly vague and ambiguous.
13 Also object to the extent this request invades the attorney-client and/or work product
14 privilege or otherwise seeks personal and privileged information. Without waiving said
15 objection, please find the attached reservation of rights letter from State Farm Insurance.
16 Also, please refer to defendant's response to Request #73.

17
18 
Peter Nierman, WSBA #44636

19
20 **RFP NO. 75:** Please produce all DOCUMENTS identified in Defendants' Initial
21 Disclosures in the above-captioned case.

22 **RESPONSE:** Defendant does not have any knowledge regarding the subject matter
23 of this lawsuit. There is nothing to produce.
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RFP NO. 76: Please produce all DOCUMENTS regarding the affirmative defenses referenced in Defendants' Initial Disclosures in the above-captioned case.

RESPONSE: Defendant does not have any knowledge regarding the subject matter of this lawsuit. There is nothing to produce.

DATED: February 7, 2014.

McGAUGHEY BRIDGES DUNLAP, PLLC
/s/Shellie McGaughey
Shellie McGaughey, WSBA #16809
Attorney for Defendant Burgyan
325 118th Avenue Southeast, Suite 209
Bellevue, WA 98005
(425) 462-4000
Fax: (425) 637-9638
E-mail: Shellie@mcbdlaw.com

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VERIFICATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Istvan Burgyan, being first duly sworn, on oath deposes and says:

That I am an individual Defendant in the above cause of action; that I have read the foregoing Interrogatories and Requests for Production of Documents and the answers and responses thereto and have reviewed the documents produced, know the contents thereof, and believe the answers to the Interrogatories and responses to the Requests to be true and the documents produced complete.

Signature _____

Print Name _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2013.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

My appointment expires: _____

STATEMENT OF ATTORNEY

The undersigned hereby states that he is the attorney for the party answering the above propounded Interrogatories and responding to the Interrogatories and Requests for Production of Documents, and that all objections, if any, set forth in response to said Interrogatories and Requests were made by the undersigned as required by CR 26(g).

DATED this 7th day of February, 2013. 2014

Peter Nierman
Name: Peter Nierman

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CERTIFICATE OF SERVICE

I certify that on Friday, February 7, 2014, I caused the foregoing to be served on the following by the methods indicated:

- | | | |
|-------------------------------------|-------------------------------------|---|
| Roland Tellis | <input type="checkbox"/> | Via hand delivery by Legal Messenger |
| Peter Smith | <input type="checkbox"/> | Via U.S. Mail, 1st Class, Postage Prepaid |
| BARON & BUDD, P.C. | <input type="checkbox"/> | Via Overnight Delivery |
| 15910 Ventura Boulevard, Suite 1600 | <input type="checkbox"/> | Via Facsimile |
| Encino, California, 91436 | <input checked="" type="checkbox"/> | Via Email |
| | <input type="checkbox"/> | Other: <u>Electronic Pacer</u> |
| Brian C. Park | <input type="checkbox"/> | Via hand delivery by Legal Messenger |
| STOEL RIVES LLP | <input type="checkbox"/> | Via U.S. Mail, 1st Class, Postage Prepaid |
| 600 University Street, Suite 3600 | <input type="checkbox"/> | Via Overnight Delivery |
| Seattle, WA 98101 | <input type="checkbox"/> | Via Facsimile |
| | <input checked="" type="checkbox"/> | Via Email |
| | <input type="checkbox"/> | Other: <u>Electronic Pacer</u> |
| Paul Brain | <input type="checkbox"/> | Via hand delivery by Legal Messenger |
| Brain Law Firm PLLC | <input type="checkbox"/> | Via U.S. Mail, 1st Class, Postage Prepaid |
| 1119 Pacific Avenue, Suite 1200 | <input type="checkbox"/> | Via Overnight Delivery |
| Tacoma, WA 98402 | <input type="checkbox"/> | Via Facsimile |
| | <input checked="" type="checkbox"/> | Via Email |
| | <input type="checkbox"/> | Other: <u>Electronic Pacer</u> |

I certify under penalty of perjury that the foregoing is true and correct.

DATED this 7th day of February, 2014.

/s/ Peter Nierman
Peter Nierman

RFP NO. 28

Peter Nierman

From: Istvan Burgyan <dirtyish@hotmail.com>
Sent: Thursday, January 30, 2014 12:50 PM
To: Peter Nierman
Subject: Fwd: Your Order is Confirmed

Sent from iPhone

Begin forwarded message:

From: Network Solutions <support@networksolutions.com>
Date: September 11, 2013 at 7:50:11 PM PDT
To: dirtyish@hotmail.com
Subject: **Your Order is Confirmed**
Reply-To: Network Solutions <NSCC4+6817267820@networksolutions.com>



Order Confirmation

Dear Istvan Burgyan,

Thank you for your order and for continuing to give us the opportunity to help you meet your online needs.

Order Confirmation

Order Number: 507318444
 Today's Charges: \$0.00

Ordered By:
 User ID: DIRTYISH@HOTMAIL.COM
 User Name: Istvan Burgyan

Account Number: 31535927
 Account Holder: Istvan Burgyan
 Primary Contact: Istvan Burgyan (DIRTYISH@HOTMAIL.COM)

Order Summary

Service Description	Qty	Term** (Exp. Date)	Today's Charges
nsWebAddress .BIZ MOVEPRODUCTIONSLLC.BIZ	1	1 year(s) (2014-09-11)	\$0.00
Web Forwarding MOVEPRODUCTIONSLLC.BIZ	1	1 year(s) (2014-09-11)	\$0.00

How Powerful is Your Domain Name?

Find out in less than 30 seconds! Eliminate vulnerabilities and help customers find you online with our FREE Domain Name Scorecard. Click Here:

<http://ads.networksolutions.com/landing?code=P13C515S2N0B11A1D468E0000V100>

To start managing your services, please visit Account Manager at:

<http://www.networksolutions.com>. If you've forgotten your log-in information, please visit:

<https://www.networksolutions.com/manage-it/forget-login.jsp>. Please note: for security purposes, we may occasionally ask you to reset your user name and password when logging in to Account Manager.

If you have any questions or need assistance, please visit the Customer Service Center at

<http://www.networksolutions.com/help/index.jsp>.

Looking for ways to take your business to the next level? [Find out how we can help.](#)

Once again, thank you for choosing Network Solutions®. We are committed to providing the best solutions, services, and support to help you succeed online.

Sincerely,

Network Solutions® Customer Support

<http://www.networksolutions.com/help/index.jsp>



**Some of your services may be set to automatically renew at the end of their current term. Please log in to Account Manager at <https://www.networksolutions.com> to check the auto renew status of your services.

This email was sent from a notification only address and cannot receive incoming messages.

Your Network Solutions® services are subject to the terms and conditions set forth in our Service Agreement which you accepted at the time of purchase. You can view the complete Service Agreement again at: <http://goto.networksolutions.com/service-agreement>.

Please note, in accordance with our Privacy Policy, we will continue to send you notices and other important information affecting your account or services in order to fulfill our service obligations to you. Access our Privacy Policy at <http://www.networksolutions.com/legal/privacy-policy.jsp>.

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Network Solutions, LLC, a [Web.com](#) Company. 12808 Gran Bay Parkway West, Jacksonville, FL 32258

Peter Nierman

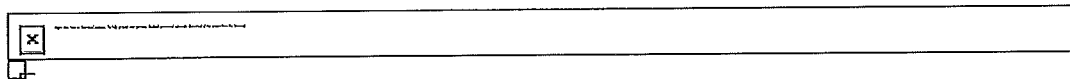
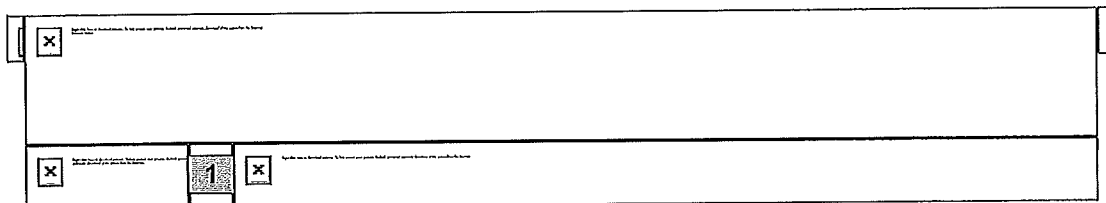
From: Istvan Burgyan <dirtyish@hotmail.com>
Sent: Thursday, January 30, 2014 12:39 PM
To: Peter Nierman
Subject: Fwd: Renewal Notice

Sent from iPhone

Begin forwarded message:

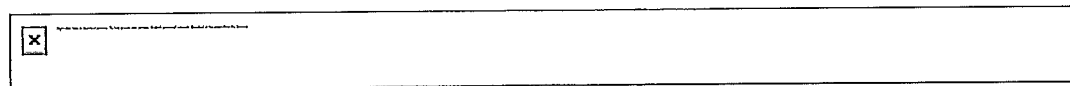
From: "Network Solutions" <NetworkSolutionsRenewals@info1.networksolutions.com>
Date: January 21, 2014 at 8:17:20 AM PST
To: dirtyish@hotmail.com
Subject: Renewal Notice
Reply-To: "Network Solutions" <NetworkSolutionsRenewals@info1.networksolutions.com>

Having trouble viewing the email? [Click Here](#) to View Online.

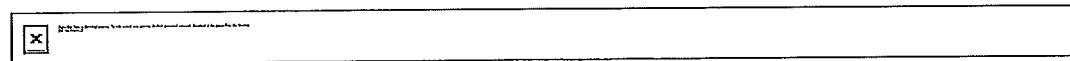


Essential Web Hosting-Unix	MOVEPRODUCTIONSLLC.COM	EXPIRED
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The table above lists renewal information for your services. Click the services in the chart to renew. This information is current as of 1/20/14.



Or, please call 1-888-610-5372 for additional information.



Protect your brand!

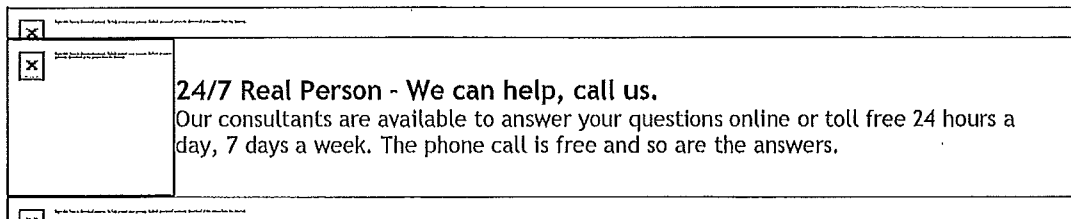
Need additional domain extension to protect your brand? Click [here](#) to view our wide variety of domain extensions and search for your perfect match now.

Security for Pennies-a-Day

As threats to online security grow increasingly sophisticated, it's important to protect your privacy by adding private registration to your domain name registration. Protect your personal information [today!](#)

Present a professional image with every email you send

With a domain name you've taken the first step toward showing your customers you mean business. Using a professional email address is one of the most effective ways to present a professional business image with every email you send. [Learn More](#) about sending email from [you@yourdomain.com](#).



Products and services listed in this statement are associated with the following account numbers: 31535927.

FAILURE TO RENEW COUNTRY-SPECIFIC DOMAIN NAMES BEFORE THE DATES LISTED BELOW WILL RESULT IN A 14 DAY INTERRUPTION IN SERVICE BEFORE YOUR SERVICES EXPIRE, AFTER WHICH YOU MAY LOSE YOUR DOMAIN NAME FOREVER. Network Solutions, LLC waives all liability in the loss of domain name registrations due to failure to renew services. The following domain names must be renewed no later than:

26 DAYS PRIOR to the expiration date: .am, .be, .de, .eu, [.co.uk](#), [.me.uk](#), and [.org.uk](#).

57 DAYS PRIOR to the expiration date: .at, .ch, .cz, .es, [.com.es](#), [.nom.es](#), [.org.es](#), .li, .mx, [.com.mx](#), [.co.nz](#), [.net.nz](#), [.org.nz](#), .pl, and .ru country-specific extensions.

Pursuant to our Service Agreement with you, renewal of a domain after expiration date may be subject to a reinstatement fee.

At the time this notice was created, you were a Network Solutions customer, and the services had not been renewed. If you have already renewed, or are no longer a Network Solutions customer, please disregard this notice and accept our apologies for any inconvenience. To confirm the domain name and expiration date, visit WHOIS.

Please do not reply to this message. For any inquiries, contact [Customer Service](#).

[Unsubscribe](#) from certain email communications.

Please note, in accordance with our [Privacy Policy](#) and [Service Agreement](#), we will continue to send you notices and other important information affecting your account or services in order to fulfill our service obligations to you.

© 2014 Network Solutions, LLC. All rights reserved.
Network Solutions, LLC, a [Web.com](#) Company. 12808 Gran Bay Parkway West, Jacksonville, FL 32258

Please do not send checks to this address. To renew services, click the Renew Today button in this e-mail.

RFP NO. 74



RECEIVED

December 26, 2013

DEC 30 2013

State Farm Bothell Operations Center
19820 North Creek Parkway, Suite 101
Bothell, WA 98011
800 489 1893 Fax 425 951 5015

WASHINGTON BUSINESS
DUNLAP, PLLC

ISTVAN BURGYAN
3812 94TH AVE NE
YARROW POINT WA 98004-1320

COPY

RE: Our Named Insured: Dennis Montgomery
Claim Number: 47-24Q1-528 Personal Liability Umbrella Policy
Policy Numbers: 47-BX-N295-6 Homeowners Policy
47-GX-6760-9 Personal Liability Umbrella Policy
47-BX-N323-6 Personal Liability Umbrella Policy
Plaintiffs: Atigeo, LLC
Michael Sandoval

Dear Mr. Burgyan:

We have received a copy of the lawsuit filed against you by Atigeo, LLC and Michael Sandoval.

We have determined that coverage is not afforded for this lawsuit under the above referenced Washington State Farm Homeowners policy, policy number 47-BX-N295-6 issued to Dennis Montgomery. However, State Farm Fire and Casualty Company (hereafter "State Farm") will extend you a defense subject to a reservation of rights under the above referenced Washington State Farm Personal Liability Umbrella policies issued to Dennis Montgomery.

We will explain the reasons for our determination concerning the Homeowners policy below.

This letter will also explain why the Washington Personal Liability Umbrella policies issued to Dennis Montgomery may not cover all or part of this claim. It will also explain how State Farm will continue to handle your claim.

A DEFENSE IS NOT BEING PROVIDED FOR OFFSHORE LIMITED D OR DEMARATECH LLC UNDER THE POLICIES

We are unaware of any State Farm policy issued to Offshore Limited D or Demaratech, LLC.

Because these entities do not qualify as insureds under the Homeowners and Personal Liability Umbrella policies issued to Dennis Montgomery, those policies do not afford coverage to these entities for this litigation. Accordingly, State Farm will not be providing these entities with a defense of this litigation.

If you are aware of any State Farm policy issued to either of these entities, please notify me immediately.

ISTVAN BURGYN
47-24Q1-528
Page 2

THE LAWSUIT

On July 15, 2013, Atigeo, LLC and Michael Sandoval filed suit against Offshore Limited D, a California business organization, Offshore Limited D, a California partnership, Dennis Montgomery, you, individually and as partner of Offshore Limited D; Demaratech, LLC, a California Limited Liability Company and Does 1 -10 in the United States District Court, Central District of California under cause number 5:13-cv-01243-CAS DTB.

This matter has been transferred to Western Washington Federal District Court under cause number 2-13-cv-09614.

The complaint alleges causes of action against you for Cyberquatting and Libel.

A copy of the complaint is included with this letter.

THE POLICIES

We are investigating coverage for this matter under the following State Farm Homeowners and Personal Liability Umbrella policies:

POLICY NUMBER	POLICY TYPE	EFFECTIVE DATES	POLICY LIMITS
47-BX-N295-6	Homeowners Policy FP 7955WA	06/26/13 – 06/26/14	\$ 100,000
47-GX-6760-9	Personal Liability Umbrella Policy FP 7950.2	10/11/11 – 06/14/12	\$4,000,000
47-BX-N323-6	Personal Liability Umbrella Policy FP 7950.2	06/26/13 – 06/26/14	\$2,000,000

Prior to the Washington Homeowners policy referenced above, Dennis Montgomery was insured under a California Renters policy. At this time, we have not opened a claim under that policy. Mr. Montgomery will be advising us whether he wishes us to evaluate coverage under that policy. If you believe you qualify as an insured under that policy and would like us to investigate coverage under that policy, please advise us immediately.

Further, our records indicate that Personal Liability Umbrella policy, policy number 47-GX-6760-9, cancelled on June 14, 2012 and we have been unable to locate any State Farm Personal Liability Umbrella until policy number 47-BX-N323-6 was issued effective June 26, 2013. Mr. Montgomery has informed us that he believes that he was to have been issued a Personal Liability Umbrella policy between June 14, 2012 and June 26, 2013. I have requested him to provide me with any documentation he has concerning any request made by him for and/or the existence of a State Farm Personal Liability Umbrella policy for our review. I understand that Mr. Montgomery has recently undergone surgery and we expect that he will respond as soon as he is able to do so post-surgery. If you believe you qualify as an insured under any such policy and you have any information you would like us to consider, please provide that to us immediately for our review.

ISTVAN BURGYN
47-24Q1-528
Page 3

If you would like a copy of these policies, please let us know.

If you are aware of any other State Farm policies that may apply to this claim, please notify us immediately.

WHY COVERAGE IS NOT AFFORDED UNDER YOUR HOMEOWNERS POLICY

The Washington Homeowners policy referenced above was issued to Mr. Montgomery under policy form FP 7955WA and was in effect from June 26, 2013 to the present. To the extent you were a resident of Mr. Montgomery's household during this time, you qualify as an insured under the policy.

In order for this Homeowners policy to apply, subject to all other policy terms and conditions, the claim must meet the terms of the insuring agreement. The insuring agreement states:

SECTION II – LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage**, to which this coverage applies, caused by an **occurrence**, we will:

1. pay up to our limit of liability for the damages for which the **insured** is legally liable; and
2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals our limit of liability.

All terms in bold face type are defined in the policy. The definitions of **bodily injury**, **occurrence** and **property damage** are as follows:

DEFINITIONS

When used in this policy or in any endorsement attached to this policy:

1. the word "spouse" is replaced with "spouse or party to a registered domestic partnership considered valid under the laws of the state shown in our policy records as your state of residence"; and
2. "relative" means any person related by blood, adoption, marriage, or a registered domestic partnership considered valid under the laws of the state shown in our policy records as your state of residence.

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

1. "**bodily injury**" means physical harm to a person, including any resulting sickness or disease. This includes the required care, loss of services and death resulting therefrom.

Bodily injury does not include:

- a. the transmission of a **communicable disease** by any **insured** to any other person;

ISTVAN BURGYN
47-24Q1-528
Page 4

- b. the exposure to any **communicable disease** by any **insured** to any other person; or
 - c. emotional distress, mental anguish, humiliation, mental injury, or similar injury unless it arises out of actual physical injury to some person.
9. "**occurrence**", when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:
- a. **bodily injury**; or
 - b. **property damage**;
- during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.
10. "**property damage**" means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.

The complaint does not allege **bodily injury** or **property damage** as those terms are defined by the policy. Because there has been no **bodily injury** or **property damage**, there has been no **occurrence** as defined by the policy and required by the insuring agreement. Because the insuring agreement of the Homeowners policy has not been met, coverage is not afforded under this policy for this litigation.

Additionally, there may also not have been an accident resulting in **bodily injury** or **property damage** as required by the definition of **occurrence** and therefore the insuring agreement. Finally, there may not have been damages because of **bodily injury** or **property damage** as required by the insuring agreement.

As we mentioned above, State Farm is extending a defense of this litigation under the Personal Liability Umbrella policies referenced above subject to a reservation of rights. We will explain our reservation of rights in the Reservation of Rights section below.

DEFENSE COUNSEL AND CLAIM SUPERVISION

State Farm has hired Shellie McGaughey of McGaughey, Bridges & Dunlap to defend you from the claims alleged against you in this litigation. This defense is provided subject to a reservation of rights. We will explain our reservations in the Reservation of Rights section below.

Although we will pay for Ms. McGaughey's legal services, she will represent you. You, not State Farm, are her client. Should you choose to retain an attorney, including Ms. McGaughey, to advise you regarding issues of coverage under the policies, State Farm will not pay for those legal services.

Under the terms of the policies, Ms. McGaughey is entitled to your complete cooperation throughout the defense of this litigation. Please cooperate with her and assist her with your defense. Ms. McGaughey is located at 325 118th Ave SE, Ste 209, Bellevue, WA 98005. Her telephone number is 425 462-4000.

State Farm claim representative Debbie Roy will investigate and evaluate your legal liability concerning the claim. Debbie will communicate with Ms. McGaughey as needed to complete the investigation and evaluation of liability. Debbie is located in our DuPont Operations Center and may be contacted at 800 472 9232 Ext. 2539127712 or directly at 253 912 7712. Team

ISTVAN BURGYN
47-24Q1-528
Page 5

Manager Dave McKeehen will supervise the liability investigation. Neither Debbie nor Team Manager McKeehen will be involved with determining whether the policy provides coverage for the claim.

State Farm Claim Representative Cindy Salvador will investigate whether there is coverage for the lawsuit under the policies and report her findings to the company. Cindy is located in our Bothell Operations Center and may be contacted at 800 472 9232 Ext. 425 951 5024 or directly at 425 951 5024. I will supervise the coverage investigation.

ADDITIONAL COVERAGES

While State Farm is providing you with a defense in this matter, we will pay certain expenses incurred by you. These expenses include the following under the Personal Liability Umbrella Policy:

ADDITIONAL COVERAGES

When we provide a defense to an **insured** at **our** expense by counsel of **our** choice for a **loss** that is not covered by any other insurance policy, but is covered by this policy, **we** will pay the following in addition to the Coverage L Limit of Liability, but only until **we** tender, deposit in court, or pay the amount due under this policy:

1. expenses **we** incur in defending the suit;
2. premiums on bonds required to defend the suit, but not for bond amounts greater than the Coverage L Limit of Liability. **We** are not obligated to apply for or furnish any bond;
3. reasonable expenses any **insured** incurs at **our** request. This includes:
 - a. actual loss of earnings, but not loss of other income, up to \$200 for each day an **insured** attends at **our** request;
 - (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a suit; and
 - b. reasonable expenses incurred by **our insured** at **our** request other than loss of earnings or other income;
4. costs taxed against an **insured** in a suit **we** defend. Costs do not include attorney fees;
5. prejudgment interest, when owed by law, on that part of the judgment covered by this policy; and
6. interest on the entire judgment which accrues after entry of the judgment but only until **we** tender, deposit in court, or pay the amount due under

ISTVAN BURGYN
47-24Q1-528
Page 6

this policy. **We** will not pay interest on damages paid or payable by a party other than the **insured** or **us**.

Please report to us any expenses you incur.

OTHER INSURANCE

If you were insured by another carrier during the events involved in this lawsuit, they may also owe for your defense or for any settlement or judgment. Please provide us with the names and contact information of any other carriers insuring you so that we may coordinate our defense efforts with them. We want to advise you that the State Farm Personal Liability Umbrella policy is excess over all other insurance and self insurance. The applicable policy Condition is:

CONDITIONS

12. **Other Insurance.** The coverage provided by this policy is excess over all other insurance and self insurance.

RESERVATION OF RIGHTS

One or more of the following policy provisions discussed below may remove any duty to defend you or pay for any judgment or settlement. State Farm reserves the right to withdraw from the defense of this lawsuit should its continuing investigation or a court determine that there is no duty to defend you under the policies for this lawsuit.

Further, State Farm reserves the right to file a lawsuit, called a declaratory judgment action, to have a court determine our obligations under the policies concerning whether there is a continuing duty to defend you and/or pay for any judgment or settlement. Because your rights under the policies would be affected, you would be a party to any such lawsuit.

In order for the Personal Liability Umbrella policies to apply, subject to all other policy terms and conditions, the claim must meet the terms of the insuring agreement. The insuring agreement states:

COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or suit is brought against an **insured** for damages because of a **loss** for which the **insured** is legally liable and to which this policy applies, **we** will pay on behalf of the **insured**, the damages that exceed the **retained limit**. The most **we** will pay for such **loss** is the Coverage L Limit of Liability, as shown on the declarations page, regardless of the number of **insureds** who may be liable, claims made, or persons injured.

All terms in bold face type are defined by the policy. The following definitions may assist you in understanding our reservation of rights:

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DEFINITIONS

We define the words and phrases listed below. Defined words and phrases are printed in bold text, and apply throughout the policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases.

2. "**bodily injury**" means physical injury, sickness or disease to a person, including death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person;
- b. the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person;
- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury or any resulting physical injury unless it arises out of actual physical injury to some person; or
- d. **personal injury**.

3. "**business**" means a trade, profession or occupation, including farming.

4. "**business property**" means premises that:

- a. a **business** is conducted on or from;
- b. is rented to others or held for rental, in whole or in part;
- c. at one time was rented to others or held for rental by any **insured** but is currently being held for sale or other disposition; or
- d. is held for sale or other disposition in conjunction with a **business** pursuit.

6. "**insured**" means:

- a. **you** and **your relatives** whose primary residence is **your** household;
- b. any other human being under the age of 21 whose primary residence is **your** household and who is in the care of a person described in 6.a.;
- c. any other person or organization to the extent they are liable for the use of an **automobile, recreational motor vehicle** or watercraft by a person included in 6.a. or 6.b.

However, any such person or organization is not an **insured** if:

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- (1) the use is in the course of a **business** that sells or services **automobiles, recreational motor vehicles** or watercrafts; or
 - (2) such person or organization owns, leases or rents the **automobile, recreational motor vehicle** or watercraft.
7. **"loss"** means:
 - a. an accident, including accidental exposure to conditions, which first results in **bodily injury** or **property damage** during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **loss**; or
 - b. the commission of an offense which first results in **personal injury** during the policy period. A series of similar or related offenses is considered to be one **loss**.
8. **"personal injury"** means injury other than **bodily injury** arising out of one or more of the following offenses:
 - a. false arrest, false imprisonment, wrongful eviction, wrongful detention of a person;
 - b. abuse of process, malicious prosecution;
 - c. libel, slander, defamation of character; or
 - d. invasion of a person's right of private occupancy by physically entering into that person's personal residence.
10. **"property damage"** means physical damage to or destruction of tangible property, including the loss of use of such property. Tangible property does not include computer programs or data or the reconstruction of computer programs or data. Theft or conversion of property by an **insured** is not **property damage**.
13. **"required underlying insurance"** means the following types of insurance policies when shown on the declarations page:
 - a. With respect to all **automobiles** or **recreational motor vehicles** which are owned by, leased to, rented to, or available for the regular and frequent use of any **insured**:
 - (1) **"Automobile Liability"** means a policy which provides coverage for the **insured** for that **insured's** liability arising out of the ownership, operation, maintenance or use of any **automobile**. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage if Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy. **Automobile Liability**

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does not include a **Recreational Motor Vehicle Liability** as defined in item (2) below.

- (2) "**Recreational Motor Vehicle Liability**" means a policy which provides coverage for the **insured** for that **insured's** liability, including passenger **bodily injury**, arising out of the ownership, operation, maintenance or use of a **recreational motor vehicle**. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage if Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy.
- b. "**Watercraft Liability**" means a policy which provides coverage for the **insured** for that **insured's** liability arising out of the ownership, operation, maintenance or use of any watercraft. **Watercraft Liability** is only **required underlying insurance** with respect to watercraft which are owned by or available for the regular and frequent use of any **insured** within the meaning of part a. or b. of the definition of **insured**.
- c. "**Personal Residential Liability**" means **your** policy which provides coverage for liability arising out of the ownership, maintenance or use of a premises as **your** residence.
- d. "**Personal Farm Liability**" means **your** policy which provides coverage for liability arising out of the ownership, maintenance or use of a premises as **your** residence and the ownership, operation, maintenance or use of **your** farm.
- e. "**Residential Rental Liability**" means **your** policy which provides coverage for liability arising out of the ownership, maintenance or use of **your** residential rental property which is occupied by others.
- f. "**Business/Office Premises Liability**" means **your** policy which provides coverage for liability arising out of **your business** or the ownership, operation, maintenance or use of an office solely occupied by **you**.
- g. "**Employers Liability**" means **your** policy which provides coverage for liability arising out of **bodily injury** sustained by **your** employees during the course of their employment by **you**.
- h. "**Professional Liability**" means **your** policy which provides coverage for liability arising out of the rendering or failure to render professional services, negligent acts, errors or omissions in the practice of **your** profession shown on the declarations page of this policy.

The policy also contains the following exclusions:

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EXCLUSIONS

There is no coverage under this policy for any:

6. **loss** arising out of any **insured's business property** or **business pursuits** of any **insured**, unless:
 - a. (1) the **loss** does not involve any land motor vehicle or watercraft; and
 - (2) **required underlying insurance** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
17. **personal injury** when the **insured** acts with specific intent to cause any harm;

The policy also contains the following provision:

DUTIES AFTER LOSS

In the event of a **loss** for which this policy may provide coverage, all **insureds** seeking coverage must:

1. immediately notify **us** of such **loss**. The notice must give **us**:
 - a. reasonably available information on the time, place and circumstances of the **loss**; and
 - b. names and addresses of any claimants and witnesses; and
 - c. the name of the insurer and identification number of any other policy providing insurance;
2. immediately notify **us** and any other insurer providing insurance of any claim or suit filed against the **insured** and send **us** and such insurer every demand, notice, summons and other process received related to the claim or suit;
3. at all times, help and cooperate with **us** and any other insurer providing insurance, and at **our** request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against a person or organization who may be liable to the **insured**;
 - c. the conduct of suits and attend depositions, hearings and trials;
 - d. securing and giving evidence; and

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- e. locating and getting witnesses to attend depositions, hearings, and trials.

The claims alleged in the complaint do not allege **bodily injury** or **property damage** as those terms are defined by the policies. We have determined that the cause of action for libel meets the definition of **personal injury**.

Based on our investigation to date, the following issues may affect or preclude coverage under your Personal Liability Umbrella policies.

1. Some of the claims do not constitute a **loss** as that term is defined by the policy and required by the insuring agreement.

The definition of **loss** is provided above.

The complaint contains a cause of action for Cybersquatting in violation of 15 USC §1125(d).

Cybersquatting does not constitute **bodily injury**, **property damage** or **personal injury** as those terms are defined by the policies and therefore, does not meet the definition of **loss** as required by the policies' insuring agreements.

There is no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies to the extent the claims against you do not involve **bodily injury**, **property damage**, **personal injury** or **loss** as those terms are defined by the policies and required by the insuring agreements.

2. Some of the claims are not "for damages" and/or "damages because of a **loss**" as required by the insuring agreement.

Plaintiffs seek:

1. An order preliminarily and permanently enjoining and restraining Defendants and Defendants' officers, agents, representatives, employees, attorneys, successors, assigns, affiliates and any persons by active concert or participation of any of them, from registering, using, or trafficking in any domain names that are identical or confusingly similar to the Atigeo trademark;
2. A declaration that the registration of the <atigeo.co> domain name violated Section 43(d) of the Lanham Act, 15 USC §1125(d);
3. An order requiring Defendants to transfer the registration of <atigeo.co> to Atigeo, and
4. For a temporary restraining order and preliminary and permanent injunction requiring Defendants, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, or for them to: (A) remove the defamatory statements set forth above from all web sites under their control, (B) cease making the defamatory statements in any manner, and (C) provide a copy of the Court's

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injunction to all subscribers of the Web Sites and all persons acting under, in concert with, or for Defendants.

The above listed items are not claims "for damages" or "damages because of a **loss**" as required by the policies' insuring agreement.

Accordingly, there is no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies for the claims that do not seek "damages" and/or damages "because of a **loss**" as required by the insuring agreement.

3. There may not have been **personal injury** and/or a **loss** which first occurred during the time policy number 47-BX-N323-6 was in effect.

The definition of **loss**, in relevant part, requires the commission of an offense which first results in **personal injury** during the policy period.

Further, **CONDITIONS 13. Policy Period**, requires that a **loss** first occur during the policy period shown on the declarations page or renewal certificate.

As mentioned above, Personal Liability Umbrella policy, policy number 47-GX-6760-9, cancelled on June 14, 2012. Personal Liability Umbrella policy, policy number 47-BX-N323-6, did not go into effect until June 26, 2013. **Personal injury** is defined to include "libel, slander, defamation of character." The complaint alleges that false statements that may qualify as **personal injury** were made at various points in time.

There may be no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies to the extent that **personal injury** first occurred after policy number 47-GX-6760-9 was cancelled but before policy number 47-BX-N323-6 went into effect on June 26, 2013.

4. You may not qualify as an **insured** as that term is defined by the policy and required by its insuring agreement.

The definition of **insured** is provided above. To the extent you were not a relative whose primary residence was Mr. Montgomery's household, you would not qualify as an insured under the Personal Liability Umbrella policy.

There may be no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies if you do not qualify as an **insured** as that term is defined in the policy and required by its insuring agreement.

5. Exclusion 6. may apply.

This exclusion is provided above.

There may be no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies because there may have been a **loss** which arose out of **business** pursuits of any **insured** or out of any **insured's business property** and **required underlying insurance** does not apply to the **loss**.

6. Exclusion 17. may apply.

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This exclusion is provided above.

The complaint alleges that the Defendants, including you, specifically targeted Plaintiffs by forwarding links for web sites discussed in the complaint to Plaintiff's employees and prospective business partners as well as to Western Capital Partners, an entity which Plaintiffs allege they are currently engaged in litigation with specific motive to harass and injure Plaintiffs.

Plaintiffs allege that the Defendants' registration and use of a domain name that violates Plaintiffs' rights has been knowing, willful and exceptional with the intent to confuse and/or deceive the public about the relationship (or lack thereof) between Plaintiff and its legitimate website at www.atigeo.com and Defendants and their unauthorized website at www.atigeo.co.

The complaint further alleges that the Defendants registered, trafficked in, and use the <atigeo.co> domain name with a bad faith intent to profit from the ATIGEO trademark and the associated goodwill, including by seeking to extort monetary and other consideration from Atigeo and that the intent of Defendant Montgomery to profit from the ATIGEO trademark was in bad faith, in part, because extortion is a tort and a crime.

The Plaintiffs also assert other deliberate conduct in paragraphs 50 and 51 of the complaint.

The complaint also alleges that Defendants' activities were taken with the knowledge of Atigeo's rights and thus constitute deliberate, willful and/or intentional cybersquatting.

In paragraph 72 of the complaint, Plaintiffs allege the publications they described were made by Defendants with malice, oppression, and fraud and were published with the specific intent to damage Plaintiffs' reputations, and sent the statements to Plaintiffs' employees, prospective business partners and litigation opponents in a further attempt to vex, harass and annoy Plaintiffs and injure Plaintiffs business.

Thus, there may be no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies because there may have been **personal injury** resulting from your specific intent to cause harm, within the meaning of Exclusion 17.

7. There may have been a violation of **DUTIES AFTER LOSS**.

This policy provision is provided above.

The complaint was filed on July 15, 2013. State Farm was not notified of the litigation until September 20, 2013.

There may be no duty to defend you and/or pay for any judgment or settlement under the Personal Liability Umbrella policies because there may have been a violation of **DUTIES AFTER LOSS** by failure to notify State Farm of this litigation as required by the policy resulting in prejudice to State Farm.

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POSSIBLE PERSONAL LIABILITY

Because the amount claimed against you for damages in this suit is not specified, any judgment against you could be in excess of the protection afforded by these policies. In addition, because some or all of the claims alleged against you in this lawsuit may not be covered, there may be personal liability on your part. In view of the possible personal liability, you may retain attorneys of your own choosing at your own expense to also represent you personally.

We have explained all of the specific questions we have at this time that may affect our duty to defend you and/or pay for any judgment or settlement for the allegations in the lawsuit, subject to the terms and conditions of the Personal Liability Umbrella policies. In addition to the coverage questions explained above, State Farm continues to reserve all of its rights and defenses which now exist or which may arise in the future. We acknowledge that you are not waiving any of your rights under the policy.

The policy provisions are quoted herein for your convenience, and are not intended to affect the terms and conditions of the policies. If there is any question over what is contained in the policies, the language of the policies governs. No waiver or estoppel is intended, and none should be inferred:

It may be necessary to contact you on short notice. We request that you immediately notify Debbie Roy, Cindy Salvador and Shellie McGaughey as to any change in your present address, even though it may be a temporary change.

We understand that this may be your first experience with a lawsuit and how your insurance coverage applies. If you have any questions regarding this letter or our coverage investigation, please contact me or your Claim Representative Cindy Salvador.

Sincerely,

Glenn Peterson
Team Manager
253 912 6654
Fax 425 951 5015
State Farm® Fire and Casualty Company

cc: ✓ Shellie McGaughey, Esq.
Debbie Roy, Claim Representative
Cindy Salvador, Claim Representative
Malinda Dacia Zampera, 47-2809

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bcc: Mary DeYoung, Esq.