

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 BURGYAN, 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  
)  
) **DEFENDANT ISTVAN BURGYAN'S**  
) **FIRST SUPPLEMENTAL RESPONSES**  
) **TO PLAINTIFF ATIGEO LLC'S**  
) **SECOND SET OF INTERROGATORIES**  
) **AND REQUESTS FOR PRODUCTION**

Istvan Burgyan (hereinafter "Burgyan" or "defendant"), by and through his counsel of record, hereby supplements his responses to Atigeo's Second Interrogatories and Request for Production. Defendant incorporates by reference his prior general objections and responses to Atigeo's Second Interrogatories and Request for Production.

**DEFENDANT ISTVAN BURGYAN'S FIRST SUPPLEMENTAL RESPONSES TO PLAINTIFF ATIGEO LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION -1-**

  
**MCGAUGHEY BRIDGES DUNLAP** PLLC  
325 - 118<sup>TH</sup> AVENUE SOUTHEAST, SUITE 209  
BELLEVUE, WASHINGTON 98005 - 3539  
(425) 462 - 4000  
(425) 637 - 9638 FACSIMILE

1           **INTERROGATORY NO. 2:** Describe in complete detail the entity Demaratech LLC,  
2 including but not limited to, stating who was involved in and consulted about formation, what state  
3 it was formed in, who the officers/directors/owners are, what each person's role was, whether any  
4 (written or oral) agreement or consideration exists, when these events occurred, for what purpose,  
5 and what documents exist relating to the entities.

6           **ANSWER:** Objection. This Interrogatory is vague and ambiguous as to what  
7 information plaintiffs are seeking with regard to "what documents exists relating to the entities."  
8 Defendant will assume plaintiff is seeking documents regarding agreements with Demaratech's  
9 business partners and clientele. Without waiving said objection, defendant is not in possession  
10 of any such documents. Demaratech LLC was a technology company formed in California  
11 during 2009. Defendant was its sole owner, officer and director. Prior to forming Demaratech,  
12 Mr. Burgyan consulted with his father-in-law, Dennis Montgomery, regarding the pros and cons  
13 of forming an LLC. Defendant formed Demaratech LLC with the assistance of attorney, Dan  
14 Olivier, who is a partner with the law firm Mueller, Olivier and Whittaker. Demaratech has  
15 been inactive since 2010 and has no outstanding debts or obligations.

17           **SUPPLEMENTAL ANSWER:** Mr. Burgyan, accompanied by counsel, searched  
18 his two storage units in California on June 9, 2014, for documents regarding Demaratech  
19 LLC. The units searched were E112 and B114. For the most part, these units contained  
20 miscellaneous family items that were placed into storage after the foreclosure of Mr.  
21 Burgyan's home back in 2010. As to Demaratech LLC, there was assorted office furniture  
22 and a single folder labeled "Demaratech LLC". This folder was stored in a file cabinet  
23 amongst other folders which were unrelated to Demaratech or any issue in this litigation.  
24 Documents from the "Demaratech LLC" folder have been produced herein in response to  
25

DEFENDANT ISTVAN BURGYAN'S FIRST  
SUPPLEMENTAL RESPONSES TO PLAINTIFF  
ATIGEO LLC'S FIRST SET OF  
INTERROGATORIES AND REQUESTS FOR  
PRODUCTION -2-



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1 **Request for Production number 1. To the best of defendant's knowledge, no further**  
2 **documents regarding Demaratech exist.**

3 **REQUEST FOR PRODUCTION NO. 1:** Produce all documents related to the  
4 "storage facility in California" (referred to in Defendants' responses to Plaintiffs' requests for  
5 production), including, but not limited to, all contracts, leases, rental agreements, payment  
6 records, invoices, and communications regarding same.

7 **RESPONSE:** Please find the attached payment receipts for defendants' storage unit in  
8 California. Defendant is not in possession of any other documents relevant to this unit.

9 **SUPPLEMENTAL RESPONSE:** Mr. Burgyan, accompanied by counsel, searched  
10 his two storage units in California on June 9, 2014, for documents regarding Demaratech  
11 LLC. The units searched were E112 and B114. For the most part, these units contained  
12 miscellaneous family items that were placed into storage after the foreclosure of Mr.  
13 Burgyan's home back in 2010. As to Demaratech LLC, there was assorted office furniture  
14 and a single folder labeled "Demaratech LLC". This folder was stored in a file cabinet  
15 amongst other folders which were unrelated to Demaratech or any issue in this litigation.  
16 Defendant has attached the documents contained in this folder (Burgyan 1 to 10). To the  
17 best of defendant's knowledge, no further documents regarding Demaratech exist.  
18

19 DATED this 11th day of June, 2014.

20 McGAUGHEY BRIDGES DUNLAP, PLLC

21  
22 /s/ Shellie McGaughey  
23 Shellie McGaughey, WSBA #16809  
24 Peter Nierman, WSBA #44636  
25 Attorneys for Defendants

**DEFENDANT ISTVAN BURGYAN'S FIRST  
SUPPLEMENTAL RESPONSES TO PLAINTIFF  
ATIGEO LLC'S FIRST SET OF  
INTERROGATORIES AND REQUESTS FOR  
PRODUCTION -3-**

  
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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 \_\_\_, 2014.

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 11th day of June, 2014.

/s/ Shellie McGaughey
Name: Shellie McGaughey

DEFENDANT ISTVAN BURGYAN'S FIRST SUPPLEMENTAL RESPONSES TO PLAINTIFF ATIGEO LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION -4-



MCGAUGHEY BRIDGES DUNLAP PLLC

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**CERTIFICATE OF SERVICE**

I certify that on June 11, 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 checked="" 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 checked="" 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 11th day of June, 2014.

/s/ Peter Nierman  
Peter Nierman

DEFENDANT ISTVAN BURGYAN'S FIRST  
SUPPLEMENTAL RESPONSES TO PLAINTIFF  
ATIGEO LLC'S FIRST SET OF  
INTERROGATORIES AND REQUESTS FOR  
PRODUCTION -5-



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# RFP NO. 1

Mueller/Olivier/Whittaker, LLP

44-600 Village Court Palm Desert, CA 92260

760-837-0333

Invoice submitted to:  
 ISTVAN A. BURGYN  
 80-213 Golden Gate Drive  
 Indio, CA 92201

December 03, 2009

In Reference To: Demaratech, LLC  
 Invoice #707

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
11/10/2009 DEO Billable Time TELEPHONE CONFERENCE WITH CLIENT REGARDING FINANCIAL DISCLOSURE ISSUES.	0.20 350.00/hr	70.00
<b>For professional services rendered</b>	<b>0.20</b>	<b>\$70.00</b>
<b>Previous balance</b>		<b>\$868.50</b>
<b>Balance due</b>		<b>\$938.50</b>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
70.00	0.00	0.00	868.50	0.00

Personal Monthly Expense Breakdown of Istvan Burgyan

Mortgages

- ❖ As of December 1, 2009 I will owe 4 mortgage payments
- ❖ Owner Occupied house \$7,403.28 + November HOA fee=\$67 Dec HOA fee=\$67
- ❖ Second Home \$ 7,746.94 + November HOA fee \$275 Dec HOA fee \$275
- ❖ Total= \$15,834.22

Penalty is a higher mortgage payment due to late fees/ sanctions by the HOA

Home Care

- ❖ For my wife's seizure disorder
- ❖ \$2,166.66 for at home assistance
- ❖ \$3,120.00-\$4,333.33 Weekly specialist (this number is based on how many time she needs to be seen by the Dr.)
- ❖ There is no grace period on this. We have to have this in place per CPS.
- ❖ Total=\$5286.66-\$6,499.99

Utilities

- ❖ Electricity \$376 by Nov.30 (this number will fluctuate with the time of year summer being the peak will be around \$670) /Electric at 2<sup>nd</sup> home \$32
- ❖ Gas \$64.82/ past Due
- ❖ Water \$146.53
- ❖ Broadview Security \$30/ 2<sup>nd</sup> home ADT security \$32
- ❖ Time Warner Cable, Phone, Internet \$200/ 2<sup>nd</sup> home home phone \$65
- ❖ Gardner \$130
- ❖ Pool \$100
- ❖ Total=\$1,176.35-\$1,470.35

Penalties are late fees or service disconnect



Credit Cards

- ❖ Wells Fargo \$372 past Due
- ❖ Wells Fargo \$35
- ❖ B of A \$631 past Due
- ❖ B of A \$496 past Due
- ❖ Saks \$236 past Due
- ❖ Saks \$68
- ❖ Nordstrom \$30
- ❖ Guitar Center \$22
- ❖ Capitol One \$13.27
- ❖ Capitol One \$199
- ❖ HSBC \$30
- ❖ Chase \$156
- ❖ Chase \$30
- ❖ Total=\$2,318.27

Penalties are late fees and loss of credit

Other

- ❖ Cell Phone AT&T \$150
- ❖ Student Loans \$110
- ❖ Car GMAC \$1,242.09
- ❖ Car insurance \$115.53
- ❖ Total=\$1,617.62

Total=\$26,233.15

Penalties are loss of vehicle, communication, and late fees

Total Mortgage that can be withheld until December 15 with no penalties  
=\$7,584.65 leaving a balance of \$8,249.57 needed by end of NOV.

However, my credit is what I have been trying to keep clean for the family. I have  
the only useable credit in case of an emergency.

<u>Notes</u>	<u>Cumm. Payable</u>	<u>Dec-09 Payable</u>	<u>Nov-09 Payable</u>
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Demaratech, LLC Expenses:

Notes  
  
Cumm. Payable  
  
Dec-09 Payable  
  
Nov-09 Payable

Dennis. Montgomery - Psnl. Exps.:

	<u>Nov-09 Payable</u>	<u>Dec-09 Payable</u>	<u>Cumm. Payable</u>	<u>Notes</u>
<b><u>Istvan Burgyan - Personal Exps:</u></b>				
Property-related Exps:				
1st Home Mortgage-Indio, CA	5,876.38	2,826.85	8,703.23	
1st Home HOA Fees-Indio, CA	67.00	67.00	134.00	
2nd Home Mortgage-Kirkland, WA	4,128.14	3,618.80	7,746.94	Prior Home, unsalable & unrentable (via HOA Rules)
2nd Home HOA Fees-Kirkland, WA	275.00	275.00	550.00	
<b>Prop-related Exps Subtotal</b>	<b>10,346.52</b>	<b>6,787.65</b>	<b>17,134.17</b>	
Utilities:				
Cell Phone (AT&T)	150.00	150.00		
Electricity	376.00	400.00	776.00	
Gas	64.82	70.00	134.82	
Water	146.53	150.00	296.53	
Home Security - 1st Hm (Broadview)	30.00	30.00	60.00	
Home Security - 2nd Hm (ADT)	32.00	32.00	64.00	
Cable/Phone/Net - 1st Hm (TWCable)	200.00	200.00	400.00	
Cable/Phone/Net - 1st Hm (TWCable)	65.00	65.00	130.00	
Gardener	130.00	130.00	260.00	
Pool Care	100.00	100.00	200.00	
<b>Utilities Subtotal</b>	<b>1,294.35</b>	<b>1,327.00</b>	<b>2,321.35</b>	
Health-related Care - Mrs. Burgyan:				
Medical Specialist Visits	4,333.33	4,333.33	8,666.66	
Child care (State Mandated)	2,166.66	2,166.66	4,333.32	State-mandated via Child Prot. Svcs (CPS)
<b>Health-related Care Subtotal</b>	<b>6,499.99</b>	<b>6,499.99</b>	<b>12,999.98</b>	
Other Expenses:				
Car Loan (GMAC)	1,242.00	1,242.00	2,484.00	
Car Insurance	115.53	115.53	231.06	
Student Loans	110.00	100.00	210.00	
<b>Other Expenses Subtotal</b>	<b>1,467.53</b>	<b>1,457.53</b>	<b>2,925.06</b>	

	<u>Nov-09 Payable</u>	<u>Dec-09 Payable</u>	<u>Cumm. Payable</u>	<u>Notes</u>
Credit Card Pmts Due:				
Wells Fargo CC 1	372.00	372.00	744.00	Past Due - Nov
Wells Fargo CC 2	35.00	35.00	70.00	
BofA CC 1	631.00	631.00	1,262.00	Past Due - Nov
BofA CC 2	496.00	496.00	992.00	Past Due - Nov
Saks CC 1	236.00	236.00	472.00	Past Due - Nov
Saks CC 2	68.00	68.00	136.00	
Nordstrom CC	30.00	30.00	60.00	
Capitol One CC 1	13.27	13.27	26.54	
Capitol One CC 2	199.00	199.00	398.00	
Chase CC 1	156.00	156.00	312.00	
Chase CC 2	30.00	30.00	60.00	
HSBC CC	30.00	30.00	60.00	
Guitar Center	22.00	22.00	44.00	
<b>Credit Card Exps Subtotal</b>	<b>2,318.27</b>	<b>2,318.27</b>	<b>4,636.54</b>	
Psnl Living Exps. - Burgyan:				
Fuel Expense			0.00	
Food/Groceries			0.00	
<b>Psnl Living Exps. Subtotal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>TOTAL PSNL EXPS - BURGYN</b>	<b>21,926.66</b>	<b>18,390.44</b>	<b>40,017.10</b>	

<del>2.00</del> 5.00	- Diapers	40.00
	- Formula	<del>25.00</del> 30.00
	- Bottled water X 2	40.00
	- Toilet Paper	20.00
	- Paper towels X 2	40.00
	- Soap	25.00
	- Fruit	30.00
	- Veggies	20.00
	- Bread	25.00
	- Chicken	40.00
	- Beef	30.00
	- Rice	10.00

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Weekly	Groceries	350.00
Weekly	Gas	200.00
Weekly	Maid	95.00
Month	Gym	60.00
2x Month	Nails	<del>40</del> 50.00
Every 2 month	Hair	200.00

month	vet	250. <sup>00</sup>
weekly	Nanny	500. <sup>00</sup>
<del>monthly</del> weekly	Gardner	130. <sup>00</sup>
monthly	Pool	100. <sup>00</sup>
Weekly	Take-out	200. <sup>00</sup>
	Prescriptions	60. <sup>00</sup>
	w Insurance	
	w/out Insurance	2000. <sup>00</sup>

