

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case Nos. 79425 and 79526

ATHANASIOS SKARPELOS, AN INDIVIDUAL

Appellants,

v.

WEISER ASSET MANAGEMENT, LTD., A BAHAMAS COMPANY AND
WEISER (BAHAMAS) LTD., A BAHAMAS COMPANY,

Respondents.

WEISER ASSET MANAGEMENT, LTD., A BAHAMAS COMPANY AND
WEISER (BAHAMAS) LTD., A BAHAMAS COMPANY

Appellants,

v.

ATHANASIOS SKARPELOS, AN INDIVIDUAL,

Respondent.

Appeal from the Judgment of the Second Judicial District Court, Washoe County
District Court Case No.: CV15-02259
Second Judicial District Court of the State of Nevada
In and For the County of Washoe

**JOINT APPENDIX
VOLUME 2**

WOODBURN AND WEDGE
John F. Murtha, Esq. [SBN 85]
Dane W. Anderson, Esq. [SBN 6883]
Seth J. Adams [SBN 11034]
6100 Neil Road, Suite 500
Reno, NV 89511
Tel: 775-688-3000/Fax: 775-688-3088
jmurtha@woodburnandwedge.com
danderson@woodburnandwedge.com
sadams@woodburnandwedge.com
*Attorneys for Appellant/Respondent
Athanasios Skarpelos*

HOLLAND & HART, LLP
Jeremy J. Nork, Esq. [SBN4017]
Frank Z. LaForge, Esq. [SBN 12246]
5441 Kietzke Lane, Second Floor
Reno, NV 89511
Tel: 775-327-3000/775-786-6179
jnork@hollandandhart.com
lzforge@hollandandhart.com
*Attorneys for Respondents/Appellants
Weiser Asset Management, Ltd., A
Bahamas Company and Weiser
(Bahamas) Ltd., A Bahamas Company*

CHRONOLOGICAL INDEX TO APPENDIX

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Complaint	11/18/2015	1	JA0001- JA0012
Acceptance of Service (Murtha)	1/28/2016	1	JA0013- JA0015
Acceptance of Service (Nork)	1/28/2016	1	JA0016- JA0018
Answer to Complaint and Cross-Claim (Defendant Cross-Claimant Skarpelos)	2/18/2016	1	JA0019- JA0029
Amended Complaint	4/29/2016	1	JA0030- JA0042
Consent to File Amended Complaint	4/29/2016	1	JA0043- JA0045
Answer to Amended Complaint and Cross-Claim (By Defendant Skarpelos)	5/23/2016	1	JA0046- JA0057
Weiser's Answer and Cross Claim	5/24/2016	1	JA0058- JA0070
Weiser's Answer to Skarpelos' Cross- Claim	6/15/2016	1	JA0071- JA0074
Skarpelos' Answer to Weiser's Cross- Claim	6/17/2016	1	JA0075- JA0081
Joint Case Management Report	8/23/2016	1	JA0082- JA0095

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Pretrial Order	3/31/2017	1	JA0096- JA0105
Motion to Compel	7/28/2017	1	JA0106- JA0133
Weiser's Opposition to Motion to Compel	8/14/2017	1	JA0134- JA0137
Reply in Support of Motion to Compel	8/21/2017	1	JA0138- JA0144
Recommendation for Order	10/31/2017	1	JA0145- JA0157
Confirming Order	11/17/2017	1	JA0158- JA0159
Athanasios Skarpelos' Motion for Summary Judgment	3/12/2018	1; 2	JA0160- 210; JA0211- JA0248
Affidavit of John Murtha in Support of Motion for Summary Judgment	3/12/2018	2	JA0249- JA0253
Affidavit of Athanasios Skarpelos in Support of Motion for Summary Judgment	3/12/2018	2	JA0254- JA0277
Athanasios Skarpelos' Motion in Limine	3/21/2018	2	JA0278- JA0348
Affidavit of John F. Murtha In Support of Motion in Limine	3/21/2018	2	JA0349- JA0352

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Weiser's Opposition to Skarpelos' Motion in Limine	4/12/2018	2; 3	JA0353- JA0420; JA0421- 0465
Weiser's Opposition to Skarpelos' Motion for Summary Judgment	4/12/2018	3	JA0466- JA0583
Athanasios Skarpelos' Reply in Support of Motion for Summary Judgment	4/27/2018	3	JA0584- JA0596
Affidavit of John F. Murtha In Support of Skarpelos' Reply in Support of Motion for Summary Judgment	4/27/2018	3	JA0597- JA0602
Athanasios Skarpelos' Reply in Support of Motion in Limine	4/27/2018	3	JA0603- JA0607
Order Denying Athanasios Skarpelos' Motion for Summary Judgment	6/21/2018	3	JA0608- JA0615
Order Denying Skarpelos' Motion in Limine	6/29/2018	3	JA0616- JA0622
Defendant Cross-Claimant Athanasios Skarpelos' Pretrial Disclosures	12/21/2018	3	JA0623- JA0626
Defendant Cross-Claimants Weiser's Pretrial Disclosures	12/31/2018	3	JA0627- JA0629
Skarpelos' Objections to Weiser's Pretrial Disclosures	1/11/2019	4	JA0630- JA0635
Defendants Cross-Claimants Weser's Trial Statement	1/23/2019	4	JA0636- JA0658

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Defendant Cross-Claimant Athanasios Skarpelos' Trial Statement	1/23/2019	4	JA0659- JA0713
Order Granting Motion for Discharge	1/23/2019	4	JA0714- JA0716
Deposition of Christos Livadas Dated 10/23/2018	1/28/2019	4; 5; 6	JA0717- JA0840; JA841- 1050; JA1051- JA1134
Trial Exhibit 1, Anavex Life Sciences Corp. Share Certificate 0753 for 6,633,332 shares (WEISER000281)	1/28/2019	6	JA1135- JA1136
Trial Exhibit 2, WAM New Account Opening Form (WEISER000352-361)	1/28/2019	6	JA1137- JA1147
Trial Exhibit 3, Letter dated October 30, 2015 from Montello Law Firm to NATCO (WEISER000002-WEISER000003)	1/28/2019	6	JA1148- JA1150
Trial Exhibit 7, 05/30/2011 Email between Athanasios Skarpelos and Howard Daniels re Courier Address for WAM, Ltd. (S000006)	1/28/2019	6	JA1151- JA1152
Trial Exhibit 8, 05/31/2011 Skarpelos Identify Verification Form with Supporting Documents (WEISER000362-WEISER000367)	1/28/2019	6	JA1153- JA1159

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 13, 1/10/2013 Corporate Indemnity to Nevada Agency and Transfer Company to Reissuance of Lost Certificate (S000007)	1/28/2019	6	JA1160- JA1161
Trial Exhibit 14, 3/28/2013 Athanasios Skarpelos Affidavit for Lost Stock Certificate (S000008-S000009)	1/28/2019	6	JA1162- JA1164
Trial Exhibit 15, 3/29/2013 Athanasios Skarpelos Stop Transfer Order (S000010)	1/28/2019	6	JA1165- JA1166
Trial Exhibit 16, 4/4/2013 NATCO Transfer (S000011)	1/28/2019	6	JA1167- JA1168
Trial Exhibit 20, 5/24/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000340)	1/28/2019	6	JA1169- JA1170
Trial Exhibit 21, 06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000012)	1/28/2019	6	JA1171- JA1172
Trial Exhibit 22, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000013)	1/28/2019	6	JA1173- JA1174
Trial Exhibit 23, 06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000014)	1/28/2019	6	JA1175- JA1176

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 24, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000015)	1/28/2019	6	JA1177- JA1178
Trial Exhibit 25, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000333-000337)	1/28/2019	6	JA1179- JA1184
Trial Exhibit 26, 06/25/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000016)	1/28/2019	6	JA1185- JA1186
Trial Exhibit 27, 07/02/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000017)	1/28/2019	6	JA1187- JA1188
Trial Exhibit 28, 07/02/2013 Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000018)	1/28/2019	6	JA1189- JA1190
Trial Exhibit 29, 07/03/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000019)	1/28/2019	6	JA1191- JA1192
Trial Exhibit 30, 07/05/2013 Stock Sale and Purchase Agreement between Weiser and Skarpelos (WEISER000207-WEISER000209)	1/28/2019	6	JA1193- JA1196

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 31, 07/09/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos (S000020)	1/28/2019	6	JA1197- JA1198
Trial Exhibit 32, 07/09/2013 Blank Stock Sale and Purchase Agreement signed by Skarpelos (WEISER000161-WEISER000163)	1/28/2019	6	JA1199- JA1202
Trial Exhibit 33, 7/09/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000328-WEISER000332)	1/28/2019	6	JA1203- JA1208
Trial Exhibit 34, Blank Stock Sale and Purchase Agreement (WEISER000156-WEISER000158)	1/28/2019	6	JA1209- JA1212
Trial Exhibit 35, 07/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000368)	1/28/2019	6	JA1213- JA1214
Trial Exhibit 36, 07/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000369)	1/28/2019	6	JA1215- JA1216
Trial Exhibit 40, 10/28/2013 Email Tom Skarpelos and Christos Livadas (WEISER000339)	1/28/2019	6	JA1217- JA1218

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 43, 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380)	1/28/2019	6	JA1219- JA1222
Trial Exhibit 44, Duplicate copy of 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380)	1/28/2019	6	JA1223- JA1226
Trial Exhibit 46, 11/02/2015 Letter Ernest A. Alvarez to Nevada Agency and Transfer Company Weiser Asset Management Ltd. (WEISER000004)	1/28/2019	6	JA1227- JA1228
Trial Exhibit 47, 11/03/2015 Letter Alexander H. Walker III to Ernest A. Alvarez (WEISER000001)	1/28/2019	6	JA1229- JA1230
Trial Exhibit 48, 11/12/2015 Letter Elias Soursos, Weiser Asset Management Ltd. to NATCO (WEISER000011)	1/28/2019	6	JA1231- JA1232
Trial Exhibit 49, 11/12/2015 Letter Bernard Pinsky to Nevada Agency and Transfer Company (WEISER000007-WEISER000008)	1/28/2019	6	JA1233- JA1235
Trial Exhibit 50, 11/12/2015 Email Christos Livadas to Nick Boutasalis (WEISER 000214-WEISER000215)	1/28/2019	6	JA1236- JA1238

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 51, 11/13/2015 Letter Ernesto A. Alvarez to Alexander Walker III, Esq. (WEISER000009)	1/28/2019	6	JA1239- JA1240
Trial Exhibit 52, 11/13/2015 Letter Ernesto A. Alvarez to Nevada Agency and Transfer Company (WEISER000005)	1/28/2019	6	JA1241- JA1242
Trial Exhibit 53, 11/13/2015 email Alexander H. Walker III to Ernesto A. Alvarez cc Amanda Cardinelli (WEISER000187-WEISER000189)	1/28/2019	6	JA1243- JA1246
Trial Exhibit 54, 11/13/2015 Letter Nick Boutsalis to NATCO (PID-00045-PID-00048)	1/28/2019	6	JA1247- JA1251
Trial Exhibit 55, 11/16/2015 letter to Ernesto A. Alvarez to Alexander Walker III, Esq., (WEISER000012)	1/28/2019	6	JA1252- JA1253
Trial Exhibit 56, 11/17/2015 email Bill Simonitsch to Louis R. Montello cc Ernesto Alvarez (WEISER000238)	1/28/2019	6	JA1254- JA1255
Trial Exhibit 57, 11/18/2015 email Bill Simonitsch and Ernesto A. Alvarez (WEISER000216-WEISER000217)	1/28/2019	6	JA1256- JA1258
Trial Exhibit 58, 11/19/2015 Email bill Simonitsch and Ernesto A. Alvarez cc Louis Montello (WEISER000218-WEISER000219)	1/28/2019	7	JA1259- JA1261

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 59, 11/19/2015 Email Christos Livadas re Tom Transfer request (WEISER000320-WEISER000322)	1/28/2019	7	JA1262- JA1265
Trial Exhibit 60, 11/19/2015 email Christos Livadas re Skarpelos Email flow 2011-2013 (WEISER000341-WEISER000343)	1/28/2019	7	JA1266- JA1269
Minutes - Bench Trial Day 1	1/28/2019	7	JA1270- JA1271
Transcript of Proceedings - Trial - Day 1	1/28/2019	7	JA1272- JA1423
Minutes - Bench Trial Day 2	1/29/2019	7	JA1424
Transcript of Proceedings - Trial - Day 2	1//29/2019	7; 8	JA1425- JA1470; JA1471- JA1557
Minutes - Bench Trial Day 3	1/30/2019	8	JA1558- JA1559
Trial Exhibit 61, Bank documents (S000032-S000035)	1/30/2019	8	JA1560- JA1564
Transcript of Proceedings – Bench Trial – Day 3	1/30/2019	8; 9	JA1565- JA1680; JA1681- JA1713
Minutes - Bench Trial Day 4	1/31/2019	9	JA1714- JA1715

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Trial Exhibit 11, MHNMYA Swift-Single Customer Credit Transfer (WEISER000346)	1/31/2019	9	JA1716- JA1717
Trial Exhibit 12, 12/21/2012 email Lambros Pedafronimos L. Pedaf@gmail.com to Christos Livadas (WEISER000345)	1/31/2019	9	JA1718- JA1719
Trial Exhibit 18, 4/26/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000338)	1/31/2019	9	JA1720- JA1721
Trial Exhibit 19, 5/09/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000312)	1/31/2019	9	JA1722- JA1723
Transcript of Proceedings – Bench Trial – Day 4	1/31/2019	9	JA1724- JA1838
Minutes - Bench Trial Day 5	2/1/2019	9	JA1839- JA1850
Transcript of Proceedings – Bench Trial – Day 5	2/01/219	9; 10	JA1851- JA1890; JA1891- JA1913
Transcript of Proceedings 02/06/2019	2/6/2019	10	JA1914- JA1950

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Minutes - Decision Hearing	2/25/2019	10	JA1951
Minutes - Conference Call on 3/14/19	3/15/2019	10	JA1952
Defendants/Cross-Claimants Weiser's Objections to Findings of Fact, Conclusions of Law, and Judgment	4/3/2019	10	JA1953- JA2048
Skarpelos' Responses to Weiser's Objections to Findings of Fact, Conclusions of Law, and Judgment	4/8/2019	10	JA2049- JA2052
Defendant Cross-Claimants Weiser's Supplemental Brief Pursuant to Court Order	4/8/2019	10; 11	JA2053- JA2100; JA2101- JA2150
Skarpelos' Post-Trial Brief Regarding Restriction on Disposition of Stock	4/8/2019	11	JA2151- JA2155
Findings of Fact, Conclusions of Law and Judgment	4/22/2019	11	JA2156- JA2164
NEF Proof of Electronic Service (Findings of Fact, Conclusions of Law and Judgment)	4/22/2019	11	JA2165- JA2167
Notice of Entry of Judgment (Findings of Fact, Conclusions of Law and Judgment)	4/22/2019	11	JA2168- JA2181
Minutes - Conference Call on 04/22/2019	4/22/2019	11	JA2182
Skarpelos' Motion to Alter or Amend Judgment	4/25/2019	11	JA2183- JA2248

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
NEF Proof of Electronic Service (Motion to Alter or Amend Judgment)	4/25/2019	11	JA2249- JA2251
Motion for Attorney's Fees	4/25/2019	11; 12	JA2252- JA2310; JA2311- JA2338
Declaration of Dane W. Anderson In Support of Motion for Attorneys' Fees	4/25/2019	12	JA2339- JA2362
Verified Memorandum of Costs and Disbursements	4/25/2019	12	JA2363- JA2443
Affidavit of Dane W. Anderson In Support of Verified Memorandum of Costs and Disbursements	4/25/2019	12	JA2444- JA2447
Defendants/Cross-Claimants Weiser's Motion to Retax Costs	5/3/2019	12	JA2448- JA2454
Opposition to Motion to Retax costs	5/14/2019	12	JA2455- JA2460
Declaration of Dane W. Anderson In Support of Motion to Retax Costs	5/14/2019	12	JA2461- JA2485
Defendant/Cross-Claimant Weiser's Reply In Support of Motion To Retax Costs	5/20/2019	12	JA2486- JA2491

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Defendants/Cross-Claimants Weiser's Opposition to Skarpelos' Motion to Alter or Amend Judgment	5/24/2019	12	JA2492-JA2501
Weiser's Opposition to Skarpelo's Motion for Attorney's Fees	5/24/2019	12	JA2502-JA2508
Reply in Support of Motion for Attorneys' Fees	6/7/2019	12	JA2509-JA2518
Reply in Support of Skarpelos' Motion to Alter or Amend Judgment	6/7/2019	13	JA2519-JA2526
Order Granting in Part and Denying in Part Motion to Retax Costs	8/6/2019	13	JA2527-JA2538
Order Denying Motion to Alter or Amend Judgment	8/6/2019	13	JA2539-JA2544
NEF Proof of Electronic Filing (Order Denying Motion to Alter or Amend Judgment)	8/6/2019	13	JA2545-JA2547
Order Granting Motion for Attorney's Fees	8/9/2019	13	JA2548-JA2554
Notice of Entry of Order (Order Granting in Part and Denying in Part Motion to Retax Costs)	8/9/2019	13	JA2555-JA2571
Notice of Entry of Order (Order Denying Motion to Alter or Amend Judgment)	8/9/2019	13	JA2572-JA2582

Document Title (<i>Chronological</i>)	Date	Vol.	Page No.
Notice of Entry of Order (Order Granting Motion for Attorneys' Fees)	8/9/2019	13	JA2583-JA2594
Notice of Appeal	8/15/2019	13	JA2595-JA2615
Weiser's Motion for Reconsideration of Attorney's Fee Award (Request for Oral Argument)	8/19/2019	13	JA2616-JA2623
Opposition to Motion for Reconsideration of Attorney's Fee Award	8/28/2019	13	JA2624-JA2633
Notice of Cross-Appeal	8/29/2019	13	JA2634-JA2655
Reply in Support of Weiser's Motion for Reconsideration for Attorney's Fees Award	9/10/2019	13	JA2656-JA2662
Order Denying Motion for Reconsideration	10/24/2019	13	JA2663-JA2669
Notice of Entry of Order (Order Denying Motion for Reconsideration)	11/18/2019	14	JA2670-JA2681
NEF Proof of Electronic Filing (Notice of Entry of Order Denying Motion for Reconsideration)	11/18/2019	14	JA2682-JA2684

ALPHABETICAL INDEX TO APPENDIX

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Acceptance of Service (Murtha)	1/28/2016	1	JA0013-JA0015

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Acceptance of Service (Nork)	1/28/2016	1	JA0016- JA0018
Affidavit of Athanasios Skarpelos in Support of Motion for Summary Judgment	3/12/2018	2	JA0254- JA0277
Affidavit of Dane W. Anderson In Support of Verified Memorandum of Costs and Disbursements	4/25/2019	12	JA2444- JA2447
Affidavit of John F. Murtha In Support of Motion in Limine	3/21/2018	2	JA0349- JA0352
Affidavit of John F. Murtha In Support of Skarpelos' Reply in Support of Motion for Summary Judgment	4/27/2018	3	JA0597- JA0602
Affidavit of John Murtha in Support of Motion for Summary Judgment	3/12/2018	2	JA0249- JA0253
Amended Complaint	4/29/2016	1	JA0030- JA0042
Answer to Amended Complaint and Cross-Claim (By Defendant Skarpelos)	5/23/2016	1	JA0046- JA0057
Answer to Complaint and Cross-Claim (Defendant Cross-Claimant Skarpelos)	2/18/2016	1	JA0019- JA0029
Athanasios Skarpelos' Motion for Summary Judgment	3/12/2018	1; 2	JA0160- 210; JA0211- JA0248

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Athanasios Skarpelos' Motion in Limine	3/21/2018	2	JA0278- JA0348
Athanasios Skarpelos' Reply in Support of Motion for Summary Judgment	4/27/2018	3	JA0584- JA0596
Athanasios Skarpelos' Reply in Support of Motion in Limine	4/27/2018	3	JA0603- JA0607
Complaint	11/18/2015	1	JA0001- JA0012
Confirming Order	11/17/2017	1	JA0158- JA0159
Consent to File Amended Complaint	4/29/2016	1	JA0043- JA0045
Declaration of Dane W. Anderson In Support of Motion for Attorneys' Fees	4/25/2019	12	JA2339- JA2362
Declaration of Dane W. Anderson In Support of Motion to Retax Costs	5/14/2019	12	JA2461- JA2485
Defendant Cross-Claimant Athanasios Skarpelos' Pretrial Disclosures	12/21/2018	3	JA0623- JA0626
Defendant Cross-Claimant Athanasios Skarpelos' Trial Statement	1/23/2019	4	JA0659- JA0713
Defendant Cross-Claimants Weiser's Pretrial Disclosures	12/31/2018	3	JA0627- JA0629

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Defendant Cross-Claimants Weiser's Supplemental Brief Pursuant to Court Order	4/8/2019	10; 11	JA2053- JA2100; JA2101- JA2150
Defendant/Cross-Claimant Weiser's Reply In Support of Motion To Retax Costs	5/20/2019	12	JA2486- JA2491
Defendants Cross-Claimants Weser's Trial Statement	1/23/2019	4	JA0636- JA0658
Defendants/Cross-Claimants Weiser's Motion to Retax Costs	5/3/2019	12	JA2448- JA2454
Defendants/Cross-Claimants Weiser's Objections to Findings of Fact, Conclusions of Law, and Judgment	4/3/2019	10	JA1953- JA2048
Defendants/Cross-Claimants Weiser's Opposition to Skarpelos' Motion to Alter or Amend Judgment	5/24/2019	12	JA2492- JA2501
Deposition of Christos Livadas Dated 10/23/2018	1/28/2019	4; 5; 6	JA0717- JA0840; JA841- 1050; JA1051- JA1134
Findings of Fact, Conclusions of Law and Judgment	4/22/2019	11	JA2156- JA2164
Joint Case Management Report	8/23/2016	1	JA0082- JA0095

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Minutes - Decision Hearing	2/25/2019	10	JA1951
Minutes - Bench Trial Day 1	1/28/2019	7	JA1270- JA1271
Minutes - Bench Trial Day 2	1/29/2019	7	JA1424
Minutes - Bench Trial Day 3	1/30/2019	8	JA1558- JA1559
Minutes - Bench Trial Day 4	1/31/2019	9	JA1714- JA1715
Minutes - Bench Trial Day 5	2/1/2019	9	JA1839- JA1850
Minutes - Conference Call on 04/22/2019	4/22/2019	11	JA2182
Minutes - Conference Call on 3/14/19	3/15/2019	10	JA1952
Motion for Attorney's Fees	4/25/2019	11; 12	JA2252- JA2310; JA2311- JA2338
Motion to Compel	7/28/2017	1	JA0106- JA0133
NEF Proof of Electronic Filing (Notice of Entry of Order Denying Motion for Reconsideration)	11/18/2019	14	JA2682- JA2684

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
NEF Proof of Electronic Filing (Order Denying Motion to Alter or Amend Judgment)	8/6/2019	13	JA2545-JA2547
NEF Proof of Electronic Service (Findings of Fact, Conclusions of Law and Judgment)	4/22/2019	11	JA2165-JA2167
NEF Proof of Electronic Service (Motion to Alter or Amend Judgment)	4/25/2019	11	JA2249-JA2251
Notice of Appeal	8/15/2019	13	JA2595-JA2615
Notice of Cross-Appeal	8/29/2019	13	JA2634-JA2655
Notice of Entry of Judgment (Findings of Fact, Conclusions of Law and Judgment)	4/22/2019	11	JA2168-JA2181
Notice of Entry of Order (Order Denying Motion for Reconsideration)	11/18/2019	14	JA2670-JA2681
Notice of Entry of Order (Order Denying Motion to Alter or Amend Judgment)	8/9/2019	13	JA2572-JA2582
Notice of Entry of Order (Order Granting in Part and Denying in Part Motion to Retax Costs)	8/9/2019	13	JA2555-JA2571
Notice of Entry of Order (Order Granting Motion for Attorneys' Fees)	8/9/2019	13	JA2583-JA2594

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Opposition to Motion for Reconsideration of Attorney's Fee Award	8/28/2019	13	JA2624-JA2633
Opposition to Motion to Retax costs	5/14/2019	12	JA2455-JA2460
Order Denying Athanasios Skarpelos' Motion for Summary Judgment	6/21/2018	3	JA0608-JA0615
Order Denying Motion for Reconsideration	10/24/2019	13	JA2663-JA2669
Order Denying Motion to Alter or Amend Judgment	8/6/2019	13	JA2539-JA2544
Order Denying Skarpelos' Motion in Limine	6/29/2018	3	JA0616-JA0622
Order Granting in Part and Denying in Part Motion to Retax Costs	8/6/2019	13	JA2527-JA2538
Order Granting Motion for Attorney's Fees	8/9/2019	13	JA2548-JA2554
Order Granting Motion for Discharge	1/23/2019	4	JA0714-JA0716
Pretrial Order	3/31/2017	1	JA0096-JA0105
Recommendation for Order	10/31/2017	1	JA0145-JA0157
Reply in Support of Motion for Attorneys' Fees	6/7/2019	12	JA2509-JA2518

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Reply in Support of Motion to Compel	8/21/2017	1	JA0138- JA0144
Reply in Support of Skarpelos' Motion to Alter or Amend Judgment	6/7/2019	13	JA2519- JA2526
Reply in Support of Weiser's Motion for Reconsideration for Attorney's Fees Award	9/10/2019	13	JA2656- JA2662
Skarpelos' Answer to Weiser's Cross-Claim	6/17/2016	1	JA0075- JA0081
Skarpelos' Motion to Alter or Amend Judgment	4/25/2019	11	JA2183- JA2248
Skarpelos' Objections to Weiser's Pretrial Disclosures	1/11/2019	4	JA0630- JA0635
Skarpelos' Post-Trial Brief Regarding Restriction on Disposition of Stock	4/8/2019	11	JA2151- JA2155
Skarpelos' Responses to Weiser's Objections to Findings of Fact, Conclusions of Law, and Judgment	4/8/2019	10	JA2049- JA2052
Transcript of Proceedings – Bench Trial – Day 3	1/30/2019	8; 9	JA1565- JA1680; JA1681- JA1713
Transcript of Proceedings – Bench Trial – Day 4	1/31/2019	9	JA1724- JA1838

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Transcript of Proceedings – Bench Trial – Day 5	2/01/219	9; 10	JA1851- JA1890; JA1891- JA1913
Transcript of Proceedings - Trial - Day 1	1/28/2019	7	JA1272- JA1423
Transcript of Proceedings - Trial - Day 2	1//29/2019	7; 8	JA1425- JA1470; JA1471- JA1557
Transcript of Proceedings 02/06/2019	2/6/2019	10	JA1914- JA1950
Trial Exhibit 1, Anavex Life Sciences Corp. Share Certificate 0753 for 6,633,332 shares (WEISER000281)	1/28/2019	6	JA1135- JA1136
Trial Exhibit 11, MHNYMA Swift-Single Customer Credit Transfer (WEISER000346)	1/31/2019	9	JA1716- JA1717
Trial Exhibit 12, 12/21/2012 email Lambros Pedafronimos L. Pedaf@gmail.com to Christos Livadas (WEISER000345)	1/31/2019	9	JA1718- JA1719
Trial Exhibit 13, 1/10/2013 Corporate Indemnity to Nevada Agency and Transfer Company to Reissuance of Lost Certificate (S000007)	1/28/2019	6	JA1160- JA1161

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 14, 3/28/2013 Athanasios Skarpelos Affidavit for Lost Stock Certificate (S000008-S000009)	1/28/2019	6	JA1162-JA1164
Trial Exhibit 15, 3/29/2013 Athanasios Skarpelos Stop Transfer Order (S000010)	1/28/2019	6	JA1165-JA1166
Trial Exhibit 16, 4/4/2013 NATCO Transfer (S000011)	1/28/2019	6	JA1167-JA1168
Trial Exhibit 18, 4/26/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000338)	1/31/2019	9	JA1720-JA1721
Trial Exhibit 19, 5/09/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000312)	1/31/2019	9	JA1722-JA1723
Trial Exhibit 2, WAM New Account Opening Form (WEISER000352-361)	1/28/2019	6	JA1137-JA1147
Trial Exhibit 20, 5/24/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000340)	1/28/2019	6	JA1169-JA1170
Trial Exhibit 21, 06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000012)	1/28/2019	6	JA1171-JA1172

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 22, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000013)	1/28/2019	6	JA1173-JA1174
Trial Exhibit 23, 06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000014)	1/28/2019	6	JA1175-JA1176
Trial Exhibit 24, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000015)	1/28/2019	6	JA1177-JA1178
Trial Exhibit 25, 06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000333-000337)	1/28/2019	6	JA1179-JA1184
Trial Exhibit 26, 06/25/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000016)	1/28/2019	6	JA1185-JA1186
Trial Exhibit 27, 07/02/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000017)	1/28/2019	6	JA1187-JA1188
Trial Exhibit 28, 07/02/2013 Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000018)	1/28/2019	6	JA1189-JA1190

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 29, 07/03/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000019)	1/28/2019	6	JA1191-JA1192
Trial Exhibit 3, Letter dated October 30, 2015 from Montello Law Firm to NATCO (WEISER000002-WEISER000003)	1/28/2019	6	JA1148-JA1150
Trial Exhibit 30, 07/05/2013 Stock Sale and Purchase Agreement between Weiser and Skarpelos (WEISER000207-WEISER000209)	1/28/2019	6	JA1193-JA1196
Trial Exhibit 31, 07/09/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos (S000020)	1/28/2019	6	JA1197-JA1198
Trial Exhibit 32, 07/09/2013 Blank Stock Sale and Purchase Agreement signed by Skarpelos (WEISER000161-WEISER000163)	1/28/2019	6	JA1199-JA1202
Trial Exhibit 33, 7/09/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000328-WEISER000332)	1/28/2019	6	JA1203-JA1208
Trial Exhibit 34, Blank Stock Sale and Purchase Agreement (WEISER000156-WEISER000158)	1/28/2019	6	JA1209-JA1212

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 35, 07/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000368)	1/28/2019	6	JA1213-JA1214
Trial Exhibit 36, 07/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000369)	1/28/2019	6	JA1215-JA1216
Trial Exhibit 40, 10/28/2013 Email Tom Skarpelos and Christos Livadas (WEISER000339)	1/28/2019	6	JA1217-JA1218
Trial Exhibit 43, 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380)	1/28/2019	6	JA1219-JA1222
Trial Exhibit 44, Duplicate copy of 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380)	1/28/2019	6	JA1223-JA1226
Trial Exhibit 46, 11/02/2015 Letter Ernest A. Alvarez to Nevada Agency and Transfer Company Weiser Asset Management Ltd. (WEISER000004)	1/28/2019	6	JA1227-JA1228
Trial Exhibit 47, 11/03/2015 Letter Alexander H. Walker III to Ernest A. Alvarez (WEISER000001)	1/28/2019	6	JA1229-JA1230

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 48, 11/12/2015 Letter Elias Soursos, Weiser Asset Management Ltd. to NATCO (WEISER000011)	1/28/2019	6	JA1231-JA1232
Trial Exhibit 49, 11/12/2015 Letter Bernard Pinsky to Nevada Agency and Transfer Company (WEISER000007-WEISER000008)	1/28/2019	6	JA1233-JA1235
Trial Exhibit 50, 11/12/2015 Email Christos Livadas to Nick Boutasalis (WEISER 000214-WEISER000215)	1/28/2019	6	JA1236-JA1238
Trial Exhibit 51, 11/13/2015 Letter Ernesto A. Alvarez to Alexander Walker III, Esq. (WEISER000009)	1/28/2019	6	JA1239-JA1240
Trial Exhibit 52, 11/13/2015 Letter Ernesto A. Alvarez to Nevada Agency and Transfer Company (WEISER000005)	1/28/2019	6	JA1241-JA1242
Trial Exhibit 53, 11/13/2015 email Alexander H. Walker III to Ernesto A. Alvarez cc Amanda Cardinelli (WEISER000187-WEISER000189)	1/28/2019	6	JA1243-JA1246
Trial Exhibit 54, 11/13/2015 Letter Nick Boutasalis to NATCO (PID-00045-PID-00048)	1/28/2019	6	JA1247-JA1251

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 55, 11/16/2015 letter to Ernesto A. Alvarez to Alexander Walker III, Esq., (WEISER000012)	1/28/2019	6	JA1252-JA1253
Trial Exhibit 56, 11/17/2015 email Bill Simonitsch to Louis R. Montello cc Ernesto Alvarez (WEISER000238)	1/28/2019	6	JA1254-JA1255
Trial Exhibit 57, 11/18/2015 email Bill Simonitsch and Ernesto A. Alvarez (WEISER000216-WEISER000217)	1/28/2019	6	JA1256-JA1258
Trial Exhibit 58, 11/19/2015 Email bill Simonitsch and Ernesto A. Alvarez cc Louis Montello (WEISER000218-WEISER000219)	1/28/2019	7	JA1259-JA1261
Trial Exhibit 59, 11/19/2015 Email Christos Livadas re Tom Transfer request (WEISER000320-WEISER000322)	1/28/2019	7	JA1262-JA1265
Trial Exhibit 60, 11/19/2015 email Christos Livadas re Skarpelos Email flow 2011-2013 (WEISER000341-WEISER000343)	1/28/2019	7	JA1266-JA1269
Trial Exhibit 61, Bank documents (S000032-S000035)	1/30/2019	7	JA1560-JA1564
Trial Exhibit 7, 05/30/2011 Email between Athanasios Skarpelos and Howard Daniels re Courier Address for WAM, Ltd. (S000006)	1/28/2019	6	JA1151-JA1152

Document Title (<i>Alphabetical</i>)	Date	Vol.	Page No.
Trial Exhibit 8, 05/31/2011 Skarpelos Identify Verification Form with Supporting Documents (WEISER000362-WEISER00367)	1/28/2019	6	JA1153-JA1159
Verified Memorandum of Costs and Disbursements	4/25/2019	11	JA2363-JA2443
Weiser's Motion for Reconsideration of Attorney's Fee Award (Request for Oral Argument)	8/19/2019	13	JA2616-JA2623
Weiser's Opposition to Motion to Compel	8/14/2017	1	JA0134-JA0137
Weiser's Opposition to Skarpelo's Motion for Attorney's Fees	5/24/2019	12	JA2502-JA2508
Weiser's Opposition to Skarpelos' Motion for Summary Judgment	4/12/2018	3	JA0466-JA0583
Weiser's Opposition to Skarpelos' Motion in Limine	4/12/2018	2; 3	JA0353-JA0420; JA0421-0465
Weiser's Answer and Cross Claim	5/24/2016	1	JA0058-JA0070
Weiser's Answer to Skarpelos' Cross-Claim	6/15/2016	1	JA0071-JA0074

1 Without waiving these objections, Weiser responds as follows: Aside from the
2 documents it has already produced, Weiser has no additional documents responsive to this
3 request.

4 **Request for Production No. 4:**

5 Previously you produced WEISER000341-000343 which has a subject line "Skarpelos
6 email flow 2011-2013." Produce copies of all of the emails listed in the email flow that have not
7 already been produced or that are not identified on You "Redaction-Privilege Log" produced as
8 part of your initial disclosures under NRCP 16.1.

9 **Response to Request for Production No. 4:**

10 Objection. Not all of the documents are in Weiser's possession, custody, or control.
11 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents.
12 Further, discovery is continuing and Weiser reserves the right to supplement this response with
13 new or additional information if and when it becomes available.

14 Without waiving these objections, Weiser responds as follows: Aside from the
15 documents it has already produced, Weiser has no additional documents responsive to this
16 request.

17 **Request for Production No. 5:**

18 Produce all emails sent to (A) Nick Boutsalis or (2) Primoris Group by (1) You, (2)
19 Christos Livadas, (3) Howard Daniels or (4) Elias Souros that reference or discuss Anavex Life
20 Sciences Stock Certificate Number 753 that had previously been deposited with You by
21 Skarpelos for the period between January 1, 2013, and December 31, 2015.

22 **Response to Request for Production No. 5:**

23 Objection. Not all of the documents are in Weiser's possession, custody, or control.
24 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents.
25 Further, discovery is continuing and Weiser reserves the right to supplement this response with
26 new or additional information if and when it becomes available.

1 Without waiving these objections, Weiser responds as follows: Aside from the
2 documents it has already produced, Weiser has no additional documents responsive to this
3 request.

4 **Request for Production No. 6:**

5 Produce all emails received from (A) Nick Boutsalis or (2) Primoris Group by (1) You,
6 (2) Christos Livadas, (3) Howard Daniels or (4) Elias Souros that reference or discuss Anavex
7 Life Sciences Stock Certificate Number 753 that had previously been deposited with You by
8 Skarpelos for the period between January 1, 2013, and December 31, 2015.

9 **Response to Request for Production No. 6:**

10 Objection. Not all of the documents are in Weiser's possession, custody, or control.
11 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents.
12 Further, discovery is continuing and Weiser reserves the right to supplement this response with
13 new or additional information if and when it becomes available.

14 Without waiving these objections, Weiser responds as follows: Aside from the
15 documents it has already produced, Weiser has no additional documents responsive to this
16 request.

17 **Request for Production No. 7:**

18 Paragraph 3 of the Amended Complaint in this matter filed on April 29, 2016, alleged:

19 Based upon information and belief, Plaintiff alleges that Defendant Weiser (Bahamas)
20 Ltd. is a company organized and operated under the laws of the Bahamas, is also known
21 as, or does business as, Weiser Ltd. and has asserted a claim or interest in the subject
22 matter in this Amended Complaint.

23 You admitted the allegations of Paragraph 3 in your answer thereto.

24 The subject matter of the Amended Complaint is the ownership of 3,316,666 shares of
25 Anavex Life Sciences Stock represented by stock certificate 753 which was deposited by
26 Scarpelos with Weiser Asset Management Ltd. Produce the document or documents that
27 evidence the transfer of Weiser Asset Management Ltd.'s control over stock certificate 753 to
28 Weiser (Bahamas) Ltd.

Response to Request for Production No. 7:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 8:

WEISER000168 is an email from Nick Boutsalis to Christos Weiser Capita dated December 17, 2013. The first sentence of the email says "Further to your phon call and email." Produce the email to which Mr. Boutsalis is referring.

Response to Request for Production No. 8:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 9:

WEISER000111 is a letter from Elias Soursos to Nevada Agency and Transfer Company dated November 12, 2015. It was produced as a standalone document (no other pages were attached). The first paragraph of the letter says "Enclosed, pleas find the Anavex Life Sciences Corp share certificate #0753 (6,633,332) registered in the name of Anthanasios Skarpelos." Please produce the enclosure that was included with the letter.

Response to Request for Production No. 9:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

DATED this 6th day of February, 2018.

By 

Jeremy J. Nork (SBN 4017)

Frank Z. LaForge (SBN 12246)

HOLLAND & HART LLP

5441 Kietzke Lane, Second Floor

Reno, NV 89511

Telephone: (775) 327-3000

Facsimile: (775) 786-6179

Attorneys for Defendants/Cross-claimants
Weiser

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On February 6, 2018, I served **RESPONSES TO CROSS-CLAIMANT ATHANASIOS SKARPELOS' THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO CROSS DEFENDANTS WEISER ASSET MANAGEMENT LTD. AND WEISER (BAHAMAS) LTD.**, by electronic mail and by placing a true copy in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101
awalkerlaw@aol.com

Clayton P. Brust
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, Nevada 89503
cbrust@rbsllaw.com

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com



Martha Hauser

EXHIBIT 8

EXHIBIT 8

1 **DISC**

Jeremy J. Nork (SBN 4017)
2 Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
3 5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
4 Tel: (775) 327-3000; Fax: (775) 786-6179
jnork@hollandhart.com
5 fzlaforge@hollandhart.com

6 Attorneys for Defendants/Cross-claimants Weiser

7 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**
9

10 NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

11 Plaintiff,

12 v.

13
14 WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company, WEISER
15 (BAHAMAS) LTD, a Bahamas company,
16 ATHANASIOS SKARPELOS, an
individual, and DOES 1 through 10,

17 Defendants.
18

19 AND RELATED CROSS-ACTIONS.
20

Case No. CV15-02259

Dept. No. 10

**RESPONSES TO ATHANASIOS
SKARPELOS' FIRST REQUESTS FOR
ADMISSION TO WEISER ASSET
MANAGEMENT LTD. AND WEISER
(BAHAMAS) LTD.**

21 **REQUESTS FOR ADMISSION**

22 **Request for Admission No. 1:**

23 By its First Claim for Relief in the Amended Complaint filed by Plaintiff Nevada
24 Agency and Transfer Company on April 29, 2016, it seeks to interplead 3,316,666 shares of
25 stock in a Nevada corporation known as Anavex Life Sciences Corp. (the "Stock").

26 **Response to Request for Admission No. 1:**

27 Weiser Asset Management, Ltd and Weiser (Bahamas) Ltd. (collectively "Weiser) object to this
28 request on the basis that it does not seek an admission of a fact or the authenticity of a

1 document. Rather, it asks Weiser to interpret or characterize another party's legal claims, which
2 is outside the scope of NRCP 36 requests for admission. Weiser further objects that the pronoun
3 "it" in this request is ambiguous. Last, Weiser objects that the Amended Complaint speaks for
4 itself.

5 **Request for Admission No. 2:**

6 The Stock was evidenced by Anavex Life Sciences Corp. certificate no. 0753 issued on
7 October 29, 2009, in the amount of 6,633,332 shares ("Stock Cert. 753").

8 **Response to Request for Admission No. 2:**

9 Weiser objects that the term "evidence" is ambiguous and subjective and subject to
10 differing meanings. Without waiving this objection, Weiser answers as follows: Admit.

11 **Request for Admission No. 3:**

12 Paragraph 3 of WAM's and Bahama's Cross-Claim against Skarpelos dated May 23,
13 2016 ("Cross-Claim"), states: "In July 2013, Weiser and Skarpelos entered into a contract for
14 the sale of a certain amount of stock."

15 **Response to Request for Admission No. 3:**

16 Weiser objects to this request on the basis that it does not seek an admission of an
17 external fact relevant to this case. Rather, it asks Weiser for an admission about the nature of its
18 own pleadings. Weiser further objects that its Cross-Claim speaks for itself.

19 **Request for Admission No. 4:**

20 The "certain amount of stock" referenced in Paragraph 3 of the Cross-Claim is the Stock
21 which Nevada Agency and Transfer Company wishes to interplead in this action.

22 **Response to Request for Admission No. 4:**

23 Weiser objects that this request is compound. *See San Diego Unified Port Dist. v. Nat'l*
24 *Union Fire Ins. Co. of Pittsburg, PA*, 2017 WL 3877731, at *2 (S.D. Cal. Sept. 5, 2017)
25 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
26 "and/or") statements.'"). Without waiving this objection, Weiser answers as follows: Admit.

27 **Request for Admission No. 5:**

28 WAM claims to own the Stock.

1 **Response to Request for Admission No. 5:**

2 Weiser objects to the extent that this request presumes that Weiser's claim is based on a
3 single legal theory. Without waiving that objection, Weiser responds as follows: Admit.

4 **Request for Admission No. 6:**

5 WAM's claim of ownership of the Stock is based upon a purported Stock Sale and
6 Transfer Agreement dated July 5, 2013, wherein Skarpelos was the seller and Weiser Ltd was
7 the buyer ("Purported Contract"), a copy of which is attached hereto as Exhibit 1.

8 **Response to Request for Admission No. 6:**

9 Weiser objects to the extent that this request presumes that Weiser's claim is based on a
10 single legal theory. Weiser also objects to this request on the basis that it does not seek an
11 admission of a fact or the authenticity of a document. Rather, it asks Weiser to interpret or
12 characterize its own legal claims, which is outside the scope of NRCP 36 requests for
13 admission. *See, e.g., Morgan v. Demille*, 799 P.2d 561, 564 (Nev. 1990) ("The purpose of
14 procedural statutes such as NRCP 36 is to obtain admission of facts which are in no real dispute
15 and which the adverse party can admit cleanly, without qualifications."); *id.* (concluding that
16 requests that "called for either crucial facts central to the lawsuit or legal concessions" were
17 improper). Weiser further objects that this request is compound. *See San Diego Unified*, 2017
18 WL 3877731, at *2 ("Requests for admission 'may not contain compound, conjunctive, or
19 disjunctive (e.g., 'and/or') statements.'").

20 **Request for Admission No. 7:**

21 Bahamas claims to own the stock.

22 **Response to Request for Admission No. 7:**

23 Weiser objects to the extent that this request presumes that Weiser's claim is based on a
24 single legal theory. Without waiving that objection, Weiser responds as follows: Admit.

25 **Request for Admission No. 8:**

26 Bahama's claim of ownership of Stock is based upon the Purported Contract.
27
28

1 **Response to Request for Admission No. 8:**

2 Weiser objects to the extent that this request presumes that Weiser's claim is based on a
3 single legal theory. Weiser also objects to this request on the basis that it does not seek an
4 admission of a fact or the authenticity of a document. Rather, it asks Weiser to interpret or
5 characterize its own legal claims, which is outside the scope of NRCP 36 requests for
6 admission. *See, e.g., Morgan, 799 P.2d at 564* ("The purpose of procedural statutes such as
7 NRCP 36 is to obtain admission of facts which are in no real dispute and which the adverse
8 party can admit cleanly, without qualifications."); *id.* (concluding that requests that "called for
9 either crucial facts central to the lawsuit or legal concessions" were improper). Weiser further
10 objects that this request is compound. *See San Diego Unified, 2017 WL 3877731, at *2*
11 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
12 "and/or") statements.'").

13 **Request for Admission No. 9:**

14 Bahamas is the same entity identified in the Purported Contract as Weiser Ltd.

15 **Response to Request for Admission No. 9:**

16 Deny.

17 **Request for Admission No. 10:**

18 The contract referenced in Paragraph 3 of the Cross-Claim is the Purported Contract
19 attached hereto as Exhibit 1.

20 **Response to Request for Admission No. 10:**

21 Weiser admits Exhibit 1 comprises part of the parties' contract as referenced in
22 Paragraph 3.

23 **Request for Admission No. 11:**

24 WAM's and Bahama's First Claim for Relief in the Cross-Claim seeks a declaration that
25 WAM and/or Bahama are the rightful owner of the Stock.

26 **Response to Request for Admission No. 11:**

27 Weiser objects to this request on the basis that it does not seek an admission of a fact or
28 the authenticity of a document. Rather, it asks Weiser to interpret or characterize its own legal

1 claims, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan, 799*
2 *P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
3 facts which are in no real dispute and which the adverse party can admit cleanly, without
4 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
5 lawsuit or legal concessions” were improper). Weiser also objects that the Cross-Claim speaks
6 for itself.

7 **Request for Admission No. 12:**

8 WAM’s and Bahama’s First Claim for Relief in the Cross-Claim is based upon the
9 Purported Contract.

10 **Response to Request for Admission No. 12:**

11 Weiser objects to this request on the basis that it does not seek an admission of a fact or
12 the authenticity of a document. Rather, it asks Weiser to interpret or characterize its own legal
13 claims, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan, 799*
14 *P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
15 facts which are in no real dispute and which the adverse party can admit cleanly, without
16 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
17 lawsuit or legal concessions” were improper). Weiser also objects that the Cross-Claim speaks
18 for itself.

19 **Request for Admission No. 13:**

20 WAM’s and Bahama’s Second Claim for Relief in the Cross-Claim is for breach of
21 contract against Skarpelos related to the Purported Contract.

22 **Response to Request for Admission No. 13:**

23 Weiser objects to this request on the basis that it does not seek an admission of a fact or
24 the authenticity of a document. Rather, it asks Weiser to interpret or characterize its own legal
25 claims, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan, 799*
26 *P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
27 facts which are in no real dispute and which the adverse party can admit cleanly, without
28 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the

lawsuit or legal concessions” were improper). Weiser also objects that the Cross-Claim speaks for itself.

Request for Admission No. 14:

WAM’s and Bahama’s Third Claim for Relief in the Cross-Claim is for breach of the covenant of good faith and fair dealing against Skarpelos related to the Purported Contract.

Response to Request for Admission No. 14:

Weiser objects to this request on the basis that it does not seek an admission of a fact or the authenticity of a document. Rather, it asks Weiser to interpret or characterize its own legal claims, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan*, 799 P.2d at 564 (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of facts which are in no real dispute and which the adverse party can admit cleanly, without qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the lawsuit or legal concessions” were improper). Weiser also objects that the Cross-Claim speaks for itself.

Request for Admission No. 15:

The Purported Contract was drafted by WAM, Bahamas or someone acting on their behalf.

Response to Request for Admission No. 15:

Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731, at *2 (“Requests for admission ‘may not contain compound, conjunctive, or disjunctive (e.g., “and/or”) statements.’”). Without waiving this objection, Weiser answers as follows: Deny.

Request for Admission No. 16:

Pursuant to Section 1.2 of the Purported Contract, the purchase price for the Stock was to have been \$250,000 (“Purchase Price”).

Response to Request for Admission No. 16:

Weiser objects to this request on the basis that it does not seek an admission of a fact or the authenticity of a document. Rather, it asks Weiser to interpret or characterize a written document, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan*,

1 799 P.2d at 564 (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
2 facts which are in no real dispute and which the adverse party can admit cleanly, without
3 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
4 lawsuit or legal concessions” were improper). Weiser also objects that the document at issue
5 speaks for itself.

6 **Request for Admission No. 17:**

7 Pursuant to Section 1.3 of the Purported Contract, closing for the sale of the Stock was
8 to have occurred on September 30, 2013.

9 **Response to Request for Admission No. 17:**

10 Weiser objects to this request on the basis that it does not seek an admission of a fact or
11 the authenticity of a document. Rather, it asks Weiser to interpret or characterize a written
12 document, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan,*
13 *799 P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
14 facts which are in no real dispute and which the adverse party can admit cleanly, without
15 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
16 lawsuit or legal concessions” were improper). Weiser also objects that the document at issue
17 speaks for itself.

18 **Request for Admission No. 18:**

19 Pursuant to Section 1.3 of the Purported Contract, Weiser Ltd was to deliver a check in
20 the amount of the Purchase Price to Skarpelos at closing.

21 **Response to Request for Admission No. 18:**

22 Weiser objects to this request on the basis that it does not seek an admission of a fact or
23 the authenticity of a document. Rather, it asks Weiser to interpret or characterize a written
24 document, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan,*
25 *799 P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
26 facts which are in no real dispute and which the adverse party can admit cleanly, without
27 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
28 lawsuit or legal concessions” were improper). Weiser also objects that the document at issue

1 speaks for itself.

2 **Request for Admission No. 19:**

3 Neither WAM nor Bahamas delivered a check in the amount of \$250,000 to Skarpelos
4 on or any time after September 30, 2013, as payment of the Purchase Price.

5 **Response to Request for Admission No. 19:**

6 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
7 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
8 "and/or") statements.'"). Without waiving this objection, Weiser answers as follows: Admit.

9 **Request for Admission No. 20:**

10 Neither WAM nor Bahamas wire transferred \$250,000 to Skarpelos on or any time after
11 September 30, 2013, as payment of the Purchase Price.

12 **Response to Request for Admission No. 20:**

13 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
14 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
15 "and/or") statements.'"). Weiser also objects to the term "wire transfer" in that it is ambiguous
16 and susceptible to more than one reasonable interpretation. Without waiving these objections,
17 Weiser answers as follows: Admit.

18 **Request for Admission No. 21:**

19 Neither WAM nor Bahamas tendered the Purchase Price to Skarpelos in any form as
20 payment of the Purchase Price for the Stock on or any time after September 30, 2013.

21 **Response to Request for Admission No. 21:**

22 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
23 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
24 "and/or") statements.'"). Without waiving this objection, Weiser answers as follows: Deny.

25 **Request for Admission No. 22:**

26 Neither WAM nor Bahamas delivered a check in the amount of \$250,000 to any one
27 purporting to be an agent of Skarpelos on or any time after September 30, 2013, as payment of
28 the Purchase Price.

1 **Response to Request for Admission No. 22:**

2 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
3 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
4 "and/or") statements.'"). It also objects to the extent that Skarpelos has not identified his
5 purported agents. Without waiving these objections, Weiser answers as follows: Admit.

6 **Request for Admission No. 23:**

7 Neither WAM nor Bahamas wire transferred \$250,000 to anyone purporting to be an
8 agent of Skarpelos on or any time after September 30, 2013, as payment of the Purchase Price.

9 **Response to Request for Admission No. 23:**

10 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
11 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
12 "and/or") statements.'"). Weiser also objects to the term "wire transfer" in that it is ambiguous
13 and susceptible to more than one reasonable interpretation. It further objects to the extent that
14 Skarpelos has not identified his purported agents. Without waiving these objections, Weiser
15 answers as follows: Admit.

16 **Request for Admission No. 24:**

17 Neither WAM nor Bahamas tendered \$250,000 in any form to any one purporting to be
18 an agent of Skarpelos as payment of the Purchase Price for the stock on or any time after
19 September 30, 2013.

20 **Response to Request for Admission No. 24:**

21 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
22 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
23 "and/or") statements.'"). It also objects to the extent that Skarpelos has not identified his
24 purported agents. Without waiving these objections, Weiser answers as follows: Deny.

25 **Request for Admission No. 25:**

26 No agent of WAM or Bahamas has ever delivered a check in the amount of \$250,000 to
27 Skarpelos as payment of the Purchase Price.

28

1 **Response to Request for Admission No. 25:**

2 Admit.

3 **Request for Admission No. 26:**

4 No agent of WAM or Bahamas has ever wire transferred \$250,000 to Skarpelos as
5 payment of the Purchase Price.

6 **Response to Request for Admission No. 26:**

7 Weiser objects to the term "wire transfer" in that it is ambiguous and susceptible to more
8 than one reasonable interpretation. Without waiving this objection, Weiser responds as follows:

9 Admit.

10 **Request for Admission No. 27:**

11 No agent of WAM or Bahamas has ever tendered the Purchase Price to Skarpelos in any
12 form.

13 **Response to Request for Admission No. 27:**

14 Deny.

15 **Request for Admission No. 28:**

16 No agent of WAM or Bahamas has ever delivered a check in the amount of \$250,000 to
17 any one purporting to be an agent of Skarpelos as payment of the Purchase Price.

18 **Response to Request for Admission No. 28:**

19 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
20 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
21 "and/or") statements.'"). It also objects to the extent that Skarpelos has not identified his
22 purported agents. Without waiving these objections, Weiser answers as follows: Admit.

23 **Request for Admission No. 29:**

24 No agent of WAM or Bahamas has ever wire transferred \$250,000 to anyone purporting
25 to be an agent of Skarpelos as payment of the Purchase Price.

26 **Response to Request for Admission No. 29:**

27 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
28 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,

1 “and/or”) statements.”). Weiser also objects to the term “wire transfer” in that it is ambiguous
2 and susceptible to more than one reasonable interpretation. It further objects to the extent that
3 Skarpelos has not identified his purported agents. Without waiving these objections, Weiser
4 answers as follows: Deny.

5 **Request for Admission No. 30:**

6 No agent of WAM or Bahamas has ever tendered \$250,000 in any form to any one
7 purporting to be an agent of Skarpelos as payment of the Purchase Price.

8 **Response to Request for Admission No. 30:**

9 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
10 at *2 (“Requests for admission ‘may not contain compound, conjunctive, or disjunctive (e.g.,
11 “and/or”) statements.”). It also objects to the extent that Skarpelos has not identified his
12 purported agents. Without waiving these objections, Weiser answers as follows: Deny.

13 **Request for Admission No. 31:**

14 Neither WAM nor Bahamas ever requested an extension of the Closing Date for the sale
15 of the Stock beyond September 30, 2013.

16 **Response to Request for Admission No. 31:**

17 Weiser objects to this request to the extent that the phrase “requested an extension” is
18 ambiguous and susceptible to more than one reasonable interpretation. Without waiving this
19 objection, Weiser answers as follows: Deny.

20 **Request for Admission No. 32:**

21 Pursuant to Section 4.1 of the Purported Contract, the entire understandings of the
22 parties to the Purported Contract relating to the subject matter thereof were contained within the
23 Purported Contract.

24 **Response to Request for Admission No. 32:**

25 Weiser objects to this request on the basis that it does not seek an admission of a fact or
26 the authenticity of a document. Rather, it asks Weiser to interpret or characterize a written
27 document, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan*,
28 799 P.2d at 564 (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of

1 facts which are in no real dispute and which the adverse party can admit cleanly, without
2 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
3 lawsuit or legal concessions” were improper). Weiser also objects that the document at issue
4 speaks for itself.

5 **Request for Admission No. 33:**

6 Pursuant to Section 4.2 of the Purported Contract, it is to be construed, interpreted and
7 enforced in accordance with California law.

8 **Response to Request for Admission No. 33:**

9 Weiser objects to this request on the basis that it does not seek an admission of a fact or
10 the authenticity of a document. Rather, it asks Weiser to interpret or characterize a written
11 document, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan,*
12 *799 P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
13 facts which are in no real dispute and which the adverse party can admit cleanly, without
14 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
15 lawsuit or legal concessions” were improper). Weiser also objects that the document at issue
16 speaks for itself.

17 **Request for Admission No. 34:**

18 The Purported Contract does not provide for or allow facsimile or copies of signature to
19 be effective.

20 **Response to Request for Admission No. 34:**

21 Weiser objects to this request on the basis that it does not seek an admission of a fact or
22 the authenticity of a document. Rather, it asks Weiser to interpret or characterize a written
23 document, which is outside the scope of NRCP 36 requests for admission. *See, e.g., Morgan,*
24 *799 P.2d at 564* (“The purpose of procedural statutes such as NRCP 36 is to obtain admission of
25 facts which are in no real dispute and which the adverse party can admit cleanly, without
26 qualifications.”); *id.* (concluding that requests that “called for either crucial facts central to the
27 lawsuit or legal concessions” were improper). Weiser also objects that the document at issue
28 speaks for itself.

1 **Request for Admission No. 35:**

2 WAM caused Ernesto Alvarez, Esq. of Montello Law, Aventura, Florida, to send a letter
3 to Nevada Agency and Transfer Company on October 30, 2015, demanding that transfer
4 3,316,666 shares of Stock Cert. 753 to WAM based upon the Purported Contract, copy of which
5 is attached hereto as Exhibit 2.

6 **Response to Request for Admission No. 35:**

7 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
8 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
9 "and/or") statements.'"). Weiser also objects that Exhibit 2 speaks for itself.

10 **Request for Admission No. 36:**

11 On November 19, 2015, Bill Simonitsch, Esq. of the law firm of K&L Gates sent an
12 email to Alvarez, a copy of which is attached hereto as Exhibit 3 in which he asked "Do you
13 also have proof that you can provide me showing that the purchase price was paid an received?

14 **Response to Request for Admission No. 36:**

15 Weiser objects to this request as compound. *See San Diego Unified*, 2017 WL 3877731,
16 at *2 ("Requests for admission 'may not contain compound, conjunctive, or disjunctive (e.g.,
17 "and/or") statements.'"). Weiser also objects that Exhibit 3 speaks for itself.

18 **Request for Admission No. 37:**

19 Mr. Alvarez never provided Mr. Simonitsch with proof that the Purchase Price for the
20 Stock was ever paid to and received by Skarpelos.

21 **Response to Request for Admission No. 37:**

22 Weiser objects to this request as argumentative. Weiser also objects that the term
23 "proof" is ambiguous and subjective and subject to differing interpretations.

24 **Request for Admission No. 38:**

25 Mr. Alvarez never provided Mr. Simonitsch with proof that the Purchase Price for the
26 Stock was ever paid to and received by any one purporting to be an agent of Skarpelos.

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

Response to Request for Admission No. 38:

Weiser objects to this request as argumentative. Weiser also objects that the term “proof” is ambiguous and subjective and subject to differing interpretations. Weiser further objects that it does not know whom Skarpelos’s agents may be.

Request for Admission No. 39:

To date, neither WAM nor Bahamas has produced any documentary evidence during discovery that the Purchase Price was ever paid to Skarpelos on or after September 30, 2013.

Response to Request for Admission No. 39:

Weiser objects that this request is outside the scope of NRCP 36 requests for admissions as it concerns litigation conduct rather than underlying facts. It also objects to this request as argumentative. Weiser further objects that the term “evidence” is ambiguous and subjective and subject to differing interpretations.

Request for Admission No. 40:

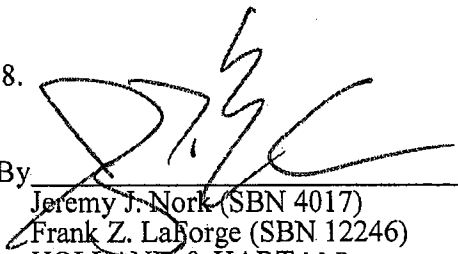
To date, neither WAM nor Bahamas has produced any documentary evidence during discovery that the Purchase Price was ever paid to anyone purporting to be an agent o Skarpelos on or after September 30, 2013.

Response to Request for Admission No. 40:

Weiser objects that this request is outside the scope of NRCP 36 requests for admissions as it concerns litigation conduct rather than underlying facts. It also objects to this request as argumentative. Weiser further objects that the term “evidence” is ambiguous and subjective and subject to differing interpretations.

DATED this 6th day of February, 2018.

By


Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, NV 89511

Attorneys for Defendants/Cross-claimants

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

DECLARATION

Pursuant to NRS 53.370, Christos Livadas, declares as follows:

1. I am the authorized representative of Weiser Asset Management, Ltd., and a director of Weiser (Bahamas) Ltd.

2. I have read the foregoing **RESPONSES TO ATHANASIOS SKARPELOS' FIRST REQUESTS FOR ADMISSION TO WEISER ASSET MANAGEMENT LTD. AND WEISER (BAHAMAS) LTD.**, and know the contents thereof; and that the matters stated therein are true of my own personal knowledge and upon information and belief.

3. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands and any territory or insular possession subject to the jurisdiction of the United States.

Executed on February 05, 2018.

WEISER ASSET MANAGEMENT, LTD.
WEISER (BAHAMAS) LTD.

By: 
Christos Livadas

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:

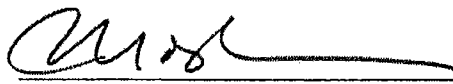
I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On February 6, 2018, I served **RESPONSES TO ATHANASIOS SKARPELOS' FIRST REQUESTS FOR ADMISSION TO WEISER ASSET MANAGEMENT LTD. AND WEISER (BAHAMAS) LTD.**, by electronic mail and by placing a true copy in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101
awalkerlaw@aol.com

Clayton P. Brust
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, Nevada 89503
cbrust@rbsllaw.com

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com


Martha Hauser

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

EXHIBIT 1

EXHIBIT 1

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this Agreement) is dated as of July 5, 2013 and is made and entered into by and among WEISER LTD. (Buyer) and Athanasios Skarpelos (Seller) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the Company).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the Shares) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the Purchase Price) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on September 30, 2013 or such other date as the parties hereto may agree to (the Closing Date). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:


WEISER (BARRINGTON) LTD

Seller:


Athanasios Skarpeles



ΑΘΑΝΑΣΙΟΣ Τ. ΚΑΥΑΛΗΣ
Υπόλληλος Κ.Ε.Π.
Λόγος Βόρειας Κεντρικής

EXHIBIT 2

EXHIBIT 2



Statement of Account

ACCOUNT: _____

Statement for the period February 1, 2019 - December 31, 2019

Skarpeios, Athanasios
Tinx II Ghyfada
Athens
Greece

For additional service, contact
ELIAS SOURSOS
Investment Advisor

ACCOUNT SUMMARY

Estimated Current Value

CASH ON DEPOSIT	4,115.36
COMMON SHARES	N/A
<hr/>	
Total Assets	USD 4,115.36

CASH SUMMARY

USD Account	USD 4,115.36
-------------	--------------

SECURITIES SUMMARY

USD Account

Quantity	Location	Current Price	Estimated MV
----------	----------	---------------	--------------

COMMON SHARES

ANAVEX LIFE SCIENCES CORP	92,500	Res-Seg	N/A
ANAVEX LIFE SCIENCES CORP *	8,318,866	Res-Seg	N/A

*REF parcel of cert 0753)

Market Value of COMMON SHARES

N/A



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT

ACCOUNT ACTIVITY

Cash - USD

Date	Activity	Value Date	Debit	Credit	Balance
02/01/2013	Opening Balance		(140,287.54)		(140,288)
03/25/2013	*Transfer TRANS USD TO EUR W200802992032513 10,000 EUR	03/28/2013	(13,391.90)		(153,679.54)
03/25/2013	*Wire Out Fee		(125.00)		(153,804.54)
04/02/2013	*STOCK SALE ANAVEX LIFE SCIENCE CORP 3,316,666	04/02/2013		249,580.00	95,775.46
05/09/2013	*Transfer TRANS USD TO EUR W200802992060913 15,000 EUR	05/14/2013	(20,098.40)		75,706.06
05/09/2013	*Wire Out Fee		(125.00)		75,581.06
05/22/2013	*Transfer TRANS USD TO EUR W200802992052213 16,033.90 EUR	05/29/2013	(20,000.00)		55,581.06
05/22/2013	*Wire Out Fee		(125.00)		55,456.06
07/02/2013	*Transfer TRANS USD TO EUR W200802992070213 15,000 EUR	07/08/2013	(18,847.80)		36,608.26
07/02/2013	*Wire Out Fee		(125.00)		35,483.26
08/06/2013	*Transfer TRANS USD TO EUR W200802992080613 15,000 EUR	08/09/2013	(20,857.90)		14,625.36
08/06/2013	*Wire Out Fee		(125.00)		14,700.36
09/18/2013	*Transfer TRANS USD TO EUR W200802992091813 7,500 EUR	09/23/2013	(10,460.60)		4,240.36
09/18/2013	*Wire Out Fee		(125.00)		4,115.36

Securities - USD

Settlement Day	Activity Type	Quantity	Description	Price	Amount
04/02/2013	SELL	3,316,666	ANAVEX LIFE SCIENCES CORP	0.075332	6249,580.00



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT

Important information on depositing physical certificates with Weiser Asset Management Ltd., is available from your account manager or your financial advisor. Please read the document titled "Escheatment of Physical Certificates"

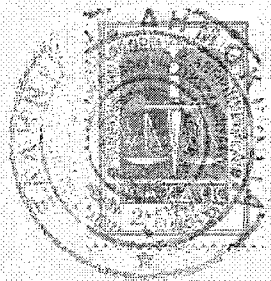
Effective October 1st 2013 our administrative fee for an Early Settlement Check will be 1% (with minimum of \$50,000)

Terms, conditions & other information

- This is a statement of your account according to our records. If it is not in accordance with yours please contact the Chief Compliance Officer immediately.
- The prices shown on the statement, used for the purpose of displaying market values, while obtained from sources believed to be reliable, cannot be guaranteed as to their accuracy. In any event, market values are shown as "estimated". If "N/A" appears in connection with any specific security, either there is no price or we were unable to obtain a reliable one.
- We expect prompt settlement of cash balances due to us.
- Credit balances are payable on request upon receipt by us of securities in "good delivery" form that may be owed by you.
- Any free credit balances, with the exception of balances held for registered plans, represent funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the conduct of our business.

EXHIBIT 3

EXHIBIT 3

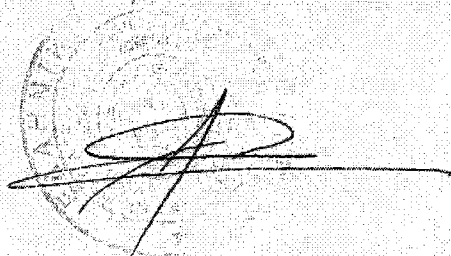


ΑΡΙΘΜΟΣ 79

ΕΝΟΡΚΗ ΒΕΒΑΙΩΣΗ

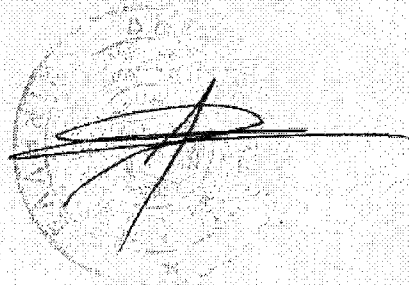
Στην Τρίπολη Αρκαδίας σήμερα στις δώδεκα (12) μηνός
Μαρτίου του έτους δύο χιλιάδες δέκα οκτώ (2018), ημέρα
Δευτέρα και στο γραφείο μου που βρίσκεται στην οδό
Δαρειώτου αρ. 15, στον ισόγειο όροφο, σε μένα τη
συμβολαιογράφο Τρίπολης, με έδρα την Τρίπολη, **Μάρθα**
Παναγιώτη Αθανασούλια, σύζυγο Ηλία Κοκκίνη, Α.Φ.Μ.
063489418 – Δ.Ο.Υ. Τρίπολης, παρουσιάστηκε ο μη
εξαιρούμενος από το νόμο, ο **Αθανάσιος Σκαρπέλος** του
Ηλία και της Κωστούλας, επιχειρηματίας, που γεννήθηκε στις
24-11-1966 στο Άστρος Βόρειας Κυνουρίας Αρκαδίας και
κατοικεί στο Παράλιο Άστρος Βόρειας Κυνουρίας Αρκαδίας,
κάτοχος δελτίου αστυνομικής ταυτότητας με αριθμό
ΑΗ724522/ 8-3-2011 του Αστυνομικού Τμήματος Παραλίου
Αστρους, Α.Φ.Μ. 063332102 Δ.Ο.Υ. Τρίπολης, Έλληνας
Υπήκοος, Χριστιανός Ορθόδοξος και μου ζήτησε να
καταθέσει ενώπιόν μου, σύμφωνα με το άρθρο 408 του

Κ.Πολ.Δ.. Ο εμφανισθείς, αφού έβαλε με υπόδειξή μου το δεξί του χέρι πάνω στο Ιερό Ευαγγέλιο, έδωσε τον εξής όρκο: «Ορκίζομαι ενώπιον του Θεού να πω ευσυνείδητα όλη την αλήθεια και μόνο την αλήθεια, χωρίς να προσθέσω ούτε να αποκρύψω τίποτα» και δήλωσε τα εξής: «Είμαι εναγόμενος, αντενάγων και αντεναγόμενος στην συγκεκριμένη υπόθεση. Είμαι πάνω από 18 ετών και έχω προσωπική γνώση για τα θέματα που καταθέτω. Υποβάλλω αυτήν την ένορκη βεβαίωση προς υποστήριξη του αιτήματός μου για έκδοση απόφασης κατά συνοπτική διαδικασία, η οποία κατατίθεται συγχρόνως με την παρούσα. Αυτή η Ένορκη Βεβαίωση δεν υποβάλλεται με σκοπό την καθυστέρηση. Την 24η Σεπτεμβρίου του έτους 2007, η εταιρία Anavex Life Sciences Corp. ("Anavex") εξέδωσε επ' ονόματί μου και μου παρέδωσε το υπ' αριθμό 660 Πιστοποιητικό Μετοχών το οποίο εκπροσωπούσε 92.500 μερίδια κοινών μετοχών της Anavex. Την 29η Οκτωβρίου 2009 η Anavex εξέδωσε επ' ονόματί μου και μου παρέδωσε το υπ' αριθμό 0753 Πιστοποιητικό Μετοχών, το οποίο εκπροσωπούσε 6.633.332 μερίδια κοινών μετοχών της Anavex. Από τώρα και εφεξής τα πιστοποιητικά με αριθμούς 0660 και 0753 θα αποκαλούνται "Πιστοποιητικά 660 και 753". Τον Μάιο του έτους 2011, ήθελα να ανοίξω λογαριασμό στην εταιρία Weiser Asset Management Ltd

A handwritten signature in dark ink is written over a circular official stamp. The signature is stylized and appears to be the name of the person making the statement. The stamp is partially obscured by the signature.

("Weiser"). Κατά την διαδικασία δημιουργίας του λογαριασμού στην εταιρία Weiser παρέδωσα τα πιστοποιητικά 660 και 753 στον Γενικό Διευθυντή Επιχειρήσεων της Weiser. Κατέθεσα τα πιστοποιητικά στην Weiser ως απαραίτητη προϋπόθεση για το άνοιγμα του λογαριασμού μου και όχι με σκοπό να πωλήσω ή να εξαγοράσω οποιαδήποτε από τις μετοχές εκπροσωπούμενος από αυτούς. Αφότου άνοιξε ο λογαριασμός μου είχα δυσκολία να επικοινωνήσω με την Weiser. Αυτό με ανησύχησε. Ήθελα να πάρω πίσω τα πιστοποιητικά 660 και 753 αλλά δεν μπορούσα να επικοινωνήσω με κανέναν από την Weiser για να κάνω αίτημα για την επιστροφή αυτών. Τελικά τον Μάρτιο του 2013, επικοινωνήσα με την υπεύθυνο πράκτορα για την έκδοση και μεταβίβαση των μετοχών της Anavex, την εταιρία Nevada Agency and Transfer Company ("NATCO") και ζήτησα να ακυρωθούν τα Πιστοποιητικά 660 και 753 και να εκδοθεί καινούργιο πιστοποιητικό στη θέση τους. Την 4η Απρίλιου του 2013, η NATCO ακύρωσε τα Πιστοποιητικά 660 και 753 και εξέδωσε στο όνομά μου το Πιστοποιητικό με αριθμό 975 το οποίο εκπροσωπούσε 6.752.832 μερίδια κοινών μετοχών της Anavex στην θέση των άλλων δύο. Ποτέ δεν αποκαταστάθηκε η επικοινωνία μου με κανένα υπεύθυνο υπάλληλο της Weiser αλλά ο

κύριος που με σύστησε στην Weiser, Χρήστος Λιβαδάς, μου είπε ότι υπήρχε ένας υποψήφιος αγοραστής για τις μετοχές μου. Ποτέ δεν μου ανέφερε ότι εκπροσωπούσε την Weiser ή κάποια άλλη θυγατρική της εταιρία ούτε ποτέ μου αποκάλυψε την σχέση του με την Weiser. Είχα την πεποίθηση ότι Κινέζοι επενδυτές επρόκειτο να αγοράσουν τις μετοχές και όχι η Weiser. Ήμουν πρόθυμος να πωλήσω τις μετοχές για την κατάλληλη τιμή. Τον Ιούλιο του 2013, υπέγραψα μία ημιτελή Συμφωνία Αγοραπωλησίας Μετοχών που ανέφερε την πώληση εκ μέρους μου 3.316.666 μεριδίων των μετοχών μου της Anavex ("οι επίδικες μετοχές") για το ποσό των 250.000 δολλαρίων Η.Π.Α. μετρητοίς ("ΣΑΜ"). Ένα αντίγραφο της ΣΑΜ επισυνάπτεται στο παρόν ως Αποδεικτικό 1, παρόμοιο με την ΣΑΜ που υπέγραψα με τις εξής διαφορές: Η ΣΑΜ που υπέγραψα δεν αναφέρει ημερομηνία, δεν ανέφερε τα στοιχεία του Αγοραστή στην εισαγωγική παράγραφο και η Τελική Ημερομηνία στην παράγραφο 1.3 ήταν κενή. Δεν ενημερώθηκα ποτέ ότι η ΣΑΜ ολοκληρώθηκε ή ότι η περιλαμβανόμενη σ' αυτή πώληση είχε τελικά συμφωνηθεί. Κατά την διαδικασία απόκρουσης της αγωγής, παραδόθηκε σ' εμένα ένα αντίγραφο του Αποδεικτικού 1, το οποίο φυσικά, φέρει ημερομηνία, έχει συμπληρωθεί το όνομα του Αγοραστή και έχει τελική ημερομηνία την 13η Σεπτεμβρίου 2013. Δεν



είχα δει αυτήν την εκδοχή της ΣΑΜ παρά μόνο αφού ξεκίνησε αυτή η δικαστική διαμάχη. Ποτέ δεν έλαβα το ποσό της Αγοραπωλησίας των 250.000 δολαρίων Η.Π.Α. ή οποιοδήποτε μέρος αυτού, από την Weiser ή οποιοδήποτε άλλο φυσικό πρόσωπο ή νομική οντότητα. Έχω δει μία Κατάσταση Λογαριασμού στα έγγραφα της Weiser σχετικά με τον Λογαριασμό 200-802992 USD ο οποίος φέρεται να συνδέεται με τον λογαριασμό μου στην Weiser για την περίοδο μεταξύ 1ης Φεβρουαρίου 2013 και 31ης Δεκεμβρίου 2013 (Κατάσταση). Αντίγραφο της Κατάστασης επισυνάπτεται στην παρούσα ως Αποδεικτικό 2. Πριν λάβω την Κατάσταση από τον δικηγόρο μου κατά την διάρκεια αυτής της δικαστικής διαμάχης δεν είχα δει ποτέ την Κατάσταση. Άλλωστε ποτέ δε έλαβα οποιαδήποτε κατάσταση λογαριασμού ή άλλη ενημέρωση σχετικά με τον λογαριασμό μου στην Weiser γενικά. Για καμία περίοδο ούτε προγενέστερα της 1ης Φεβρουαρίου 2013, ούτε μεταγενέστερα της 31ης Δεκεμβρίου 2013. Η κατάσταση δείχνει ότι ο λογαριασμός είχε αρνητικό υπόλοιπο 140.288 δολαρίων Η.Π.Α. από την 1η Φεβρουαρίου 2013. Δεν γνωρίζω πως βρέθηκε ο λογαριασμός σε αρνητικό υπόλοιπο διότι ποτέ δεν έλαβα πληρωμές, μεταφορές ή αναλήψεις από την Weiser απ' όταν άνοιξα τον λογαριασμό. Η Κατάσταση

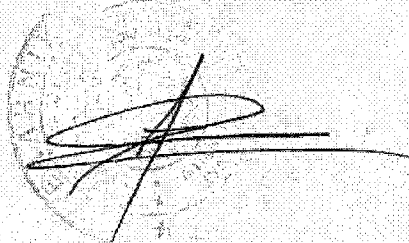
δείχνει καταθέσεις ή αναλήψεις από τον λογαριασμό τον Ιούλιο, Αύγουστο και Σεπτέμβριο του 2013 ως ακολούθως:

A. 07/02/2013 \$19.847,80

B. 08/06/2013 \$20.657,30

C. 09/18/2013 \$10.460,60

Ποτέ δεν έλαβα αυτά τα πόσα από την Weiser. Όλες οι συναλλαγές μου σχετικά με τα Πιστοποιητικά 660 και 753 και τις Επίδικες Μετοχές ήταν πάντα με την Weiser και ποτέ δεν είχα συναλλαγές ούτε έκανα οποιαδήποτε συνεργασία με την εταιρία Weiser (Bahamas) Ltd. αναφορικά με τις μετοχές της Anavex, που μου ανήκουν». Η παρούσα ένορκη βεβαίωση θα χρησιμοποιηθεί ενώπιον της Δεύτερης Δικαστικής Περιφέρειας της Πολιτείας της Νεβάδα των Ηνωμένων Πολιτειών Αμερικής, στην Κομητεία του Washoe, για την υποστήριξη αιτήματος του ως άνω εμφανισθέντα περί έκδοσης απόφασης κατά συνοπτική διαδικασία (Motion for Summary Judgement) στην υπόθεση με στοιχεία Case No. CV15-02259, Dept. No. 10, όπου τυγχάνει Εναγόμενος/Αντενάγων. Ο εμφανισθείς, σύμφωνα με τις διατάξεις του άρθρου 8 του Ν.1599/1986, δήλωσε ότι όλα τα παραπάνω δηλωθέντα στοιχεία είναι αληθινά. Οι ανωτέρω δηλώσεις του εμφανισθέντα καταχωρίστηκαν στην πράξη αυτή, που

A handwritten signature in black ink is written over a circular official stamp. The signature is stylized and appears to be a cursive 'P' followed by some horizontal strokes. The stamp is partially obscured by the signature.

γράφτηκε σε τέσσερα (4) φύλλα. Εγώ η συμβολαιογράφος την διάβασα καθαρά και δυνατά στον εμφανισθέντα, ο οποίος την άκουσε, την βεβαίωσε, συμφώνησε στο περιεχόμενό της και την υπέγραψε αυτός καθώς και εγώ η συμβολαιογράφος, όπως ο νόμος ορίζει. Επικολλήθηκε ένσημο ΤΑΧ.ΔΙΚ 1,00 ευρώ για το πρωτότυπο και 2,00 ευρώ για το αντίγραφο. Εισπράχθηκαν για δικαιώματα του παρόντος καθώς και για δικαιώματα εκδόσεως ενός (1) αντιγράφου ευρώ συνολικά 58,00. Επί των εισπραχθέντων δικαιωμάτων (μικτή αμοιβή) εισπράχθηκαν για Φ.Π.Α. 24%, ευρώ 13,92.

Ο εμφανισθείς

Η συμβολαιογράφος Τρίπολης

Υπογραφή

Τ.Σ. Μάρθα Αθανασούλια – Κοκκίνη

Ακριβές αντίγραφο – Τρίπολη αυθημερόν

Η συμβολαιογράφος Τρίπολης

Η αμοιβή μου για την έκδοση του παρόντος αντιγράφου εισπράχθηκε και αναφέρεται αριθμητικά και ολογράφως στο πρωτότυπο. Δεν απαιτείται η έκδοση Δ.Α.Π.Υ. ως προς το αναγραφόμενο στο συμβόλαιο ποσό, σύμφωνα με το αρ. 55 παρ. 1 του Ν. 2065/ 1992 και το αρ. 13 παρ. 4 του Π.Δ. 186/ 1992.

Code 1030

JOHN F. MURTHA, ESQ.

Nevada Bar No. 835

W. CHRIS WICKER, ESQ.

Nevada Bar No. 1037

WOODBURN AND WEDGE

Sierra Plaza

6100 Neil Road, Ste. 500

P.O. Box 2311

Reno, Nevada 89505

Telephone : (775) 688-3000

jmurtha@woodburnandwedge.com

cwicker@woodburnandwedge.com

Attorneys for Defendant/Cross-Claimant
Athanasios Skarpelos

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada corporation,

Plaintiff,

vs.

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company; ATHANASIOS
SKARPELOS, an individual; and
DOES 1-10,

Defendants.

Case No. CV15-02259
Dept. No. 10

**AFFIDAVIT OF JOHN F. MURTHA
IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

AND RELATED CROSS-CLAIMS

1 STATE OF NEVADA)
2)ss
3 COUNTY OF WASHOE)

4 I, John F. Murtha, declare and state as follows:

5 1. I am one of the attorneys for Anthanasios Skarpelos, a Defendant,
6 Cross-Claimant and Cross-Defendant in this matter.

7 2. I am over the age of 18 years and I have personal knowledge of the
8 matters stated herein.

9 3. I am submitting this Affidavit in support of a Motion for Summary
10 Judgment ("Motion") being filed by Mr. Skarpelos contemporaneously herewith.
11 This Affidavit is not being submitted for the purpose of delay.
12

13 4. The Motion is supported by 8 exhibits. Exhibits 1 through 4 were
14 produced by Weiser and Bahamas as part of their Initial Disclosure of Witnesses
15 and Documents Pursuant to NRCP 16.1.

16 5. Exhibits 5 and 6 are true and correct copies of Weiser's responses to
17 discovery requests propounded by Mr. Skarpelos. Bahamas also served responses
18 to the same discovery requests, but its answers were identical to Weiser's
19 responses.
20

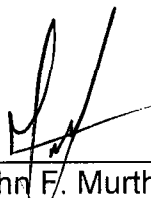
21 6. Exhibits 7 and 8 are true and correct copies of Weiser's and Bahamas'
22 combined responses to other discovery requests propounded by Mr. Skarpelos.

23 7. During discovery Skarpelos requested that Weiser and Bahamas
24 produce any documents identifying any payment or loan made to Mr. Skarpelos.
25 Exhibit 6 contains their responses. *See, Response to Request for Production No. 4.*
26 Weiser and Bahamas identified Exhibits 3 and 4 as the responsive documents.
27 Their response also said "Further, discovery is continuing and Weiser reserves the
28

1 right to supplement this response with new or additional information if and when the
2 same becomes available." Exhibit 6 was signed by Weiser's and Bahamas counsel
3 on January 17, 2017. Other than Exhibits 3 and 4, neither Weiser nor Bahamas has
4 produced any other documents evidencing payments, distributions, or loans made
5 by them to Skarpelos as requested in Request for Production No. 4.
6

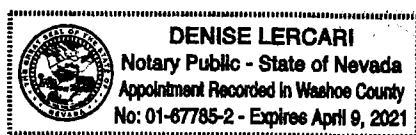
7 8. During discovery Skarpelos asked Weiser and Bahamas to produce
8 "the document or documents that evidence the transfer of Weiser Asset
9 Management Ltd.'s control over stock certificate 753 to Weiser (Bahamas) Ltd."
10 See, Exhibit 7, Response to Request No. 7. No documents were produced in
11 response to the request. Instead, Weiser and Bahamas responded: "Aside from
12 the documents it has already produced, Weiser has no additional documents
13 responsive to this request." See, Exhibit 7, Response to Request No. 7. No
14 documents evidencing a transfer of Weiser's interests in the July 2013 Agreement
15 or Certificate 753 have been produced in this case.
16

17 DATED this 12th day of March, 2018
18

19
20 
21 John F. Murtha

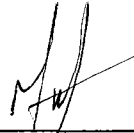
22 SUBSCRIBED and SWORN to before
23 me this 12 day of March, 2018.

24 
25 Notary Public
26



AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the above-entitled document filed in this matter does not contain the social security number of any person whomsoever.



John F. Murtha, Esq.
Attorneys for Athanasios Skarpelos

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 12 day of March, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

_____ placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada

_____ personal delivery

☒ email

☒ electronic filing

_____ Federal Express or other overnight delivery

as follows:

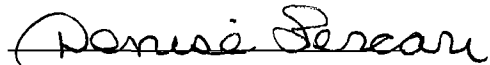
Via Email

Alexander H. Walker III, Esq.
57 West 200 South, Ste. 400
Salt Lake City, Utah 84101

Clay P. Brust, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington St.
Reno, NV 89503

Via Electronic Service

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland & Hart LLP
5441 Kietzke Lane, 2nd Flr.
Reno, Nevada 89511



Code 1030

JOHN F. MURTHA, ESQ.

Nevada Bar No. 835

W. CHRIS WICKER, ESQ.

Nevada Bar No. 1037

WOODBURN AND WEDGE

Sierra Plaza

6100 Neil Road, Ste. 500

P.O. Box 2311

Reno, Nevada 89505

Telephone : (775) 688-3000

jmurtha@woodburnandwedge.com

cwicker@woodburnandwedge.com

Attorneys for Defendant/Cross-Claimant
Athanasios Skarpepos

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada corporation,

Case No. CV15-02259
Dept. No. 10

Plaintiff,

vs.

**AFFIDAVIT OF ATHANASIOS
SKARPELOS IN SUPPORT OF
MOTION FOR SUMMARY**

JUDGMENT

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company; ATHANASIOS
SKARPELOS, an individual; and
DOES 1-10,

Defendants.

AND RELATED CROSS-CLAIMS

I, Athanasios Skarpelos, under oath in accordance with the laws of the Hellenic Republic (commonly known as Greece), declare and state as follows:

1. I am a Defendant, a Cross-Claimant and a Cross-Defendant in this matter.

2. I am over the age of 18 years and I have personal knowledge of the matters stated herein.

3. I am submitting this Affidavit in support of my Motion for Summary Judgment being filed contemporaneously herewith. This Affidavit is not being submitting for the purpose of delay.

4. On September 24, 2007, Anavex Life Sciences Corp. ("Anavex") issued Share Certificate No. 0660 representing 92,500 shares of Anavex common stock to me.

5. On October 29, 2009, Anavex issued Share Certificate No. 0753 representing 6,633,332 shares of Anavex common stock to me. Hereinafter Share Certificates 0660 and 0753 will be referred to as the "Certificates 660 and 753."

6. In May 2011, I wanted to open an account with Weiser Asset Management, Ltd. ("Weiser").

7. During the process of opening the account with Weiser I provided the physical Certificates 660 and 753 to the Chief Operating Officer of Weiser. I deposited the certificates with Weiser as a condition of opening the account and not for the purpose of having Weiser sell or purchase any of the stock represented by them.

8. I had difficulty communicating with Weiser after my account with it was opened. That concerned me. I wanted to get Certificates 660 and 753 back from

Weiser, but I could not reach anyone with Weiser to make a demand that it return them.

9. Eventually, in March 2013, I contacted Anavex's stock transfer agent, Nevada Agency and Transfer Company ("NATCO"), and requested that it cancel Certificates 660 and 753 and issue a new certificate to me in their place.

10. On April 4, 2013, NATCO cancelled Certificates 660 and 753 and issued Certificate No. 975 to me representing 6,725,832 shares of Anavex stock in their place.

11. I never established communications with any registered personnel at Weiser, but the fellow who introduced me to Weiser, Mr. Christos Livadas told me he had a potential buyer for my stock. He never advised me that he was representing Weiser or any of its affiliates nor did he ever disclose his relationship with Weiser. It was my understanding that Chinese investors would be buying the stock, not Weiser. I was willing to sell the stock for the right price.

12. In July 2013, I signed an incomplete Stock Sale and Purchase Agreement that provided I would sell 3,316,666 shares of my Anavex stock (the "Disputed Stock") for \$250,000 cash ("SPA"). A copy of the SPA attached hereto as Exhibit 1 is similar to the SPA I signed with the following differences: The SPA I signed was not dated, it did not have the Buyer identified in the opening paragraph and the Closing Date in Section 1.3 was blank.

13. I was never advised that the SPA was completed or that the contemplated sale was finalized. During discovery in this case I was provided a copy of Exhibit 1 which, of course, is dated, has the name of the Buyer inserted and

has a closing date of September 30, 2013. I had not seen this version of the SPA until after this litigation was started.

14. I never received the \$250,000 Purchase Price, or any part thereof, from Weiser or any other person or entity.

15. I have seen a Statement of Account on Weiser paper for Account USD 200-802992 which purports to be associated with my account with Weiser for the period between February 1, 2013, and December 31, 2013 ("Statement"). A copy of the Statement is attached hereto as Exhibit 2.

16. Prior to receiving the Statement from my counsel during the course of this litigation, I had never seen the Statement. In fact, I never received any statements of account or any other accountings relating to my account with Weiser at any time; not for any period prior to February 1, 2013, and not for any period after December 31, 2013.

17. The Statement indicates the account had a negative balance of \$140,288 as of February 1, 2013. I have no idea how the account went into a negative status because I never received any payments, distributions or withdrawals from Weiser after I opened my account.

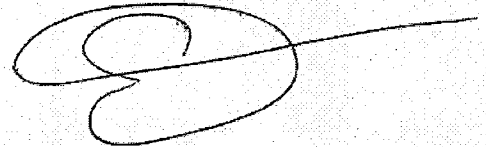
18. The Statement shows debits or withdrawals from the account in July and August 2013 as follows:

- A. 07/02/2013 \$19,847.80
- B. 08/06/2013 \$20,657.30
- C. 09/18/2013 \$10,460.60

I never received these payments from Weiser.

19. All of my dealings regarding Certificates 660 and 753 and the Disputed Stock have been with Weiser and I have never had any agreements or dealings with Weiser (Bahamas) Ltd. regarding any Anavex stock I own.

DATED this 12th day of March, 2018

A handwritten signature in black ink, consisting of a large, stylized 'S' shape with a horizontal line extending to the right.

Anthanasios Skarpelos

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the above-entitled document filed in
this matter does not contain the social security number of any person whomsoever.



John F. Murtha, Esq.
Attorneys for Athanasios Skarpelos

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 12 day of March, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

_____ placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada

_____ personal delivery

 ✓ email

 / electronic filing

_____ Federal Express or other overnight delivery

as follows:

Via Email

Alexander H. Walker III, Esq.
57 West 200 South, Ste. 400
Salt Lake City, Utah 84101

Clay P. Brust, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington St.
Reno, NV 89503

Via Electronic Service

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland & Hart LLP
5441 Kietzke Lane, 2nd Flr.
Reno, Nevada 89511

Danise Dercari

INDEX TO EXHIBITS

EXHIBIT #	DESCRIPTION OF EXHIBITS	# OF PAGES
1	Stock Sale and Purchase Agreement	4
2	Statement of Account – Weiser Bates #'s 378-380	4
3	Signed Affidavit in Greek	8

EXHIBIT 1

EXHIBIT 1

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this Agreement) is dated as of July 5, 2013 and is made and entered into by and among WEISER LTD. (Buyer) and Athanasios Skarpelos (Seller) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the Company).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the Shares) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the Purchase Price) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on September 30, 2013 or such other date as the parties hereto may agree to (the Closing Date). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:


WEISER (BARRINGTON) LTD

Seller:


Athanasios Skarpeles



ΑΘΑΝΑΣΙΟΣ ΑΘΑΝΑΣΙΟΥ
09/12/13
ΣΟΤΗΡΙΟΣ Γ. ΚΑΥΑΛΗΣ
Υπόλληλος Κ.Ε.Π.
Λόγος Βόρειας Κεντρικής

EXHIBIT 2

EXHIBIT 2



Statement of Account

ACCOUNT:

Statement for the period February 1, 2019 - December 31, 2019

Skarpeios, Athanasios
Tinx II Ghyfada
Athens
Greece

For additional service, contact
ELIAS SOURSOS
Investment Advisor

ACCOUNT SUMMARY

Estimated Current Value

CASH ON DEPOSIT	4,115.36
COMMON SHARES	N/A
Total Assets	USD 4,115.36

CASH SUMMARY

USD Account	USD 4,115.36
-------------	--------------

SECURITIES SUMMARY

USD Account

Quantity	Location	Current Price	Estimated MV
----------	----------	---------------	--------------

COMMON SHARES

ANAVEX LIFE SCIENCES CORP	92,500	Res-Seg	N/A
ANAVEX LIFE SCIENCES CORP *	8,318,866	Res-Seg	N/A

*REF parcel of cert 07530

Market Value of COMMON SHARES

N/A



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT

ACCOUNT ACTIVITY

Cash - USD

Date	Activity	Value Date	Debit	Credit	Balance
02/01/2013	Opening Balance		(140,287.54)		(140,288)
03/25/2013	*Transfer TRANS USD TO EUR W200802992032513 10,000 EUR	03/28/2013	(13,391.90)		(153,679.54)
03/25/2013	*Wire Out Fee		(125.00)		(153,804.54)
04/02/2013	*STOCK SALE ANAVEX LIFE SCIENCE CORP 3,316,866	04/02/2013		249,580.00	95,775.46
05/09/2013	*Transfer TRANS USD TO EUR W200802992060913 15,000 EUR	05/14/2013	(20,098.40)		75,706.06
05/09/2013	*Wire Out Fee		(125.00)		75,581.06
05/22/2013	*Transfer TRANS USD TO EUR W200802992052213 16,033.90 EUR	05/29/2013	(20,000.00)		55,581.06
05/22/2013	*Wire Out Fee		(125.00)		55,456.06
07/02/2013	*Transfer TRANS USD TO EUR W200802992070213 15,000 EUR	07/08/2013	(18,847.80)		36,608.26
07/02/2013	*Wire Out Fee		(125.00)		35,483.26
08/06/2013	*Transfer TRANS USD TO EUR W200802992080613 15,000 EUR	08/09/2013	(20,857.90)		14,625.36
08/06/2013	*Wire Out Fee		(125.00)		14,700.36
09/18/2013	*Transfer TRANS USD TO EUR W200802992091813 7,500 EUR	09/23/2013	(10,460.60)		4,240.36
09/18/2013	*Wire Out Fee		(125.00)		4,115.36

Securities - USD

Settlement Day	Activity Type	Quantity	Description	Price	Amount
04/02/2013	SELL	3,316,866	ANAVEX LIFE SCIENCES CORP	0.075332	6249,580.00



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT

Important information on depositing physical certificates with Weiser Asset Management Ltd., is available from your account manager or your financial advisor. Please read the document titled "Escheatment of Physical Certificates"

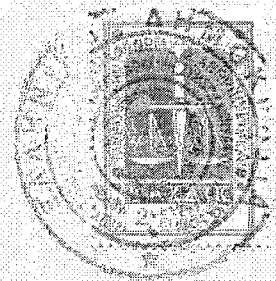
Effective October 1st 2013 our administrative fee for an Early Settlement Check will be 1% (with minimum of \$50,000)

Terms, conditions & other information

- This is a statement of your account according to our records. If it is not in accordance with yours please contact the Chief Compliance Officer immediately.
- The prices shown on the statement, used for the purpose of displaying market values, while obtained from sources believed to be reliable, cannot be guaranteed as to their accuracy. In any event, market values are shown as "estimated". If "N/A" appears in connection with any specific security, either there is no price or we were unable to obtain a reliable one.
- We expect prompt settlement of cash balances due to us.
- Credit balances are payable on request upon receipt by us of securities in "good delivery" form that may be owed by you.
- Any free credit balances, with the exception of balances held for registered plans, represent funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the conduct of our business.

EXHIBIT 3

EXHIBIT 3

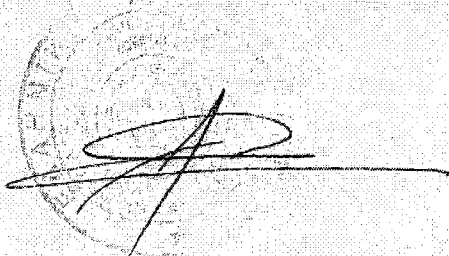


ΑΡΙΘΜΟΣ 79

ΕΝΟΡΚΗ ΒΕΒΑΙΩΣΗ

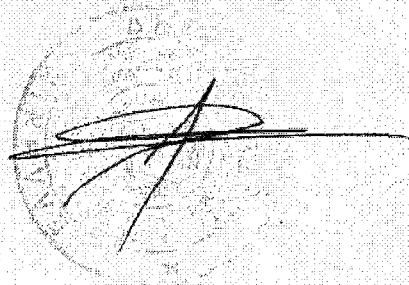
Στην Τρίπολη Αρκαδίας σήμερα στις δώδεκα (12) μηνός
Μαρτίου του έτους δύο χιλιάδες δέκα οκτώ (2018), ημέρα
Δευτέρα και στο γραφείο μου που βρίσκεται στην οδό
Δαρειώτου αρ. 15, στον ισόγειο όροφο, σε μένα τη
συμβολαιογράφο Τρίπολης, με έδρα την Τρίπολη, **Μάρθα**
Παναγιώτη Αθανασούλια, σύζυγο Ηλία Κοκκίνη, Α.Φ.Μ.
063489418 – Δ.Ο.Υ. Τρίπολης, παρουσιάστηκε ο μη
εξαιρούμενος από το νόμο, ο **Αθανάσιος Σκαρπέλος** του
Ηλία και της Κωστούλας, επιχειρηματίας, που γεννήθηκε στις
24-11-1966 στο Άστρος Βόρειας Κυνουρίας Αρκαδίας και
κατοικεί στο Παράλιο Άστρος Βόρειας Κυνουρίας Αρκαδίας,
κάτοχος δελτίου αστυνομικής ταυτότητας με αριθμό
ΑΗ724522/ 8-3-2011 του Αστυνομικού Τμήματος Παραλίου
Αστρους, Α.Φ.Μ. 063332102 Δ.Ο.Υ. Τρίπολης, Έλληνας
Υπήκοος, Χριστιανός Ορθόδοξος και μου ζήτησε να
καταθέσει ενώπιόν μου, σύμφωνα με το άρθρο 408 του

Κ.Πολ.Δ.. Ο εμφανισθείς, αφού έβαλε με υπόδειξή μου το δεξί του χέρι πάνω στο Ιερό Ευαγγέλιο, έδωσε τον εξής όρκο: «Ορκίζομαι ενώπιον του Θεού να πω ευσυνείδητα όλη την αλήθεια και μόνο την αλήθεια, χωρίς να προσθέσω ούτε να αποκρύψω τίποτα» και δήλωσε τα εξής: «Είμαι εναγόμενος, αντενάγων και αντεναγόμενος στην συγκεκριμένη υπόθεση. Είμαι πάνω από 18 ετών και έχω προσωπική γνώση για τα θέματα που καταθέτω. Υποβάλλω αυτήν την ένορκη βεβαίωση προς υποστήριξη του αιτήματός μου για έκδοση απόφασης κατά συνοπτική διαδικασία, η οποία κατατίθεται συγχρόνως με την παρούσα. Αυτή η Ένορκη Βεβαίωση δεν υποβάλλεται με σκοπό την καθυστέρηση. Την 24η Σεπτεμβρίου του έτους 2007, η εταιρία Anavex Life Sciences Corp. ("Anavex") εξέδωσε επ' ονόματί μου και μου παρέδωσε το υπ' αριθμό 660 Πιστοποιητικό Μετοχών το οποίο εκπροσωπούσε 92.500 μερίδια κοινών μετοχών της Anavex. Την 29η Οκτωβρίου 2009 η Anavex εξέδωσε επ' ονόματί μου και μου παρέδωσε το υπ' αριθμό 0753 Πιστοποιητικό Μετοχών, το οποίο εκπροσωπούσε 6.633.332 μερίδια κοινών μετοχών της Anavex. Από τώρα και εφεξής τα πιστοποιητικά με αριθμούς 0660 και 0753 θα αποκαλούνται "Πιστοποιητικά 660 και 753". Τον Μάιο του έτους 2011, ήθελα να ανοίξω λογαριασμό στην εταιρία Weiser Asset Management Ltd

A handwritten signature in dark ink is written over a circular stamp. The signature is stylized and appears to be the name of the person making the statement. The circular stamp is partially obscured by the signature and contains some illegible text.

("Weiser"). Κατά την διαδικασία δημιουργίας του λογαριασμού στην εταιρία Weiser παρέδωσα τα πιστοποιητικά 660 και 753 στον Γενικό Διευθυντή Επιχειρήσεων της Weiser. Κατέθεσα τα πιστοποιητικά στην Weiser ως απαραίτητη προϋπόθεση για το άνοιγμα του λογαριασμού μου και όχι με σκοπό να πωλήσω ή να εξαγοράσω οποιαδήποτε από τις μετοχές εκπροσωπούμενος από αυτούς. Αφότου άνοιξε ο λογαριασμός μου είχα δυσκολία να επικοινωνήσω με την Weiser. Αυτό με ανησύχησε. Ήθελα να πάρω πίσω τα πιστοποιητικά 660 και 753 αλλά δεν μπορούσα να επικοινωνήσω με κανέναν από την Weiser για να κάνω αίτημα για την επιστροφή αυτών. Τελικά τον Μάρτιο του 2013, επικοινωνήσα με την υπεύθυνο πράκτορα για την έκδοση και μεταβίβαση των μετοχών της Anavex, την εταιρία Nevada Agency and Transfer Company ("NATCO") και ζήτησα να ακυρωθούν τα Πιστοποιητικά 660 και 753 και να εκδοθεί καινούργιο πιστοποιητικό στη θέση τους. Την 4η Απρίλιου του 2013, η NATCO ακύρωσε τα Πιστοποιητικά 660 και 753 και εξέδωσε στο όνομά μου το Πιστοποιητικό με αριθμό 975 το οποίο εκπροσωπούσε 6.752.832 μερίδια κοινών μετοχών της Anavex στην θέση των άλλων δύο. Ποτέ δεν αποκαταστάθηκε η επικοινωνία μου με κανένα υπεύθυνο υπάλληλο της Weiser αλλά ο

κύριος που με σύστησε στην Weiser, Χρήστος Λιβαδάς, μου είπε ότι υπήρχε ένας υποψήφιος αγοραστής για τις μετοχές μου. Ποτέ δεν μου ανέφερε ότι εκπροσωπούσε την Weiser ή κάποια άλλη θυγατρική της εταιρία ούτε ποτέ μου αποκάλυψε την σχέση του με την Weiser. Είχα την πεποίθηση ότι Κινέζοι επενδυτές επρόκειτο να αγοράσουν τις μετοχές και όχι η Weiser. Ήμουν πρόθυμος να πωλήσω τις μετοχές για την κατάλληλη τιμή. Τον Ιούλιο του 2013, υπέγραψα μία ημιτελή Συμφωνία Αγοραπωλησίας Μετοχών που ανέφερε την πώληση εκ μέρους μου 3.316.666 μεριδίων των μετοχών μου της Anavex ("οι επίδικες μετοχές") για το ποσό των 250.000 δολλαρίων Η.Π.Α. μετρητοίς ("ΣΑΜ"). Ένα αντίγραφο της ΣΑΜ επισυνάπτεται στο παρόν ως Αποδεικτικό 1, παρόμοιο με την ΣΑΜ που υπέγραψα με τις εξής διαφορές: Η ΣΑΜ που υπέγραψα δεν αναφέρει ημερομηνία, δεν ανέφερε τα στοιχεία του Αγοραστή στην εισαγωγική παράγραφο και η Τελική Ημερομηνία στην παράγραφο 1.3 ήταν κενή. Δεν ενημερώθηκα ποτέ ότι η ΣΑΜ ολοκληρώθηκε ή ότι η περιλαμβανόμενη σ' αυτή πώληση είχε τελικά συμφωνηθεί. Κατά την διαδικασία απόκρουσης της αγωγής, παραδόθηκε σ' εμένα ένα αντίγραφο του Αποδεικτικού 1, το οποίο φυσικά, φέρει ημερομηνία, έχει συμπληρωθεί το όνομα του Αγοραστή και έχει τελική ημερομηνία την 13η Σεπτεμβρίου 2013. Δεν



είχα δει αυτήν την εκδοχή της ΣΑΜ παρά μόνο αφού ξεκίνησε αυτή η δικαστική διαμάχη. Ποτέ δεν έλαβα το ποσό της Αγοραπωλησίας των 250.000 δολαρίων Η.Π.Α. ή οποιοδήποτε μέρος αυτού, από την Weiser ή οποιοδήποτε άλλο φυσικό πρόσωπο ή νομική οντότητα. Έχω δει μία Κατάσταση Λογαριασμού στα έγγραφα της Weiser σχετικά με τον Λογαριασμό 200-802992 USD ο οποίος φέρεται να συνδέεται με τον λογαριασμό μου στην Weiser για την περίοδο μεταξύ 1ης Φεβρουαρίου 2013 και 31ης Δεκεμβρίου 2013 (Κατάσταση). Αντίγραφο της Κατάστασης επισυνάπτεται στην παρούσα ως Αποδεικτικό 2. Πριν λάβω την Κατάσταση από τον δικηγόρο μου κατά την διάρκεια αυτής της δικαστικής διαμάχης δεν είχα δει ποτέ την Κατάσταση. Άλλωστε ποτέ δε έλαβα οποιαδήποτε κατάσταση λογαριασμού ή άλλη ενημέρωση σχετικά με τον λογαριασμό μου στην Weiser γενικά. Για καμία περίοδο ούτε προγενέστερα της 1ης Φεβρουαρίου 2013, ούτε μεταγενέστερα της 31ης Δεκεμβρίου 2013. Η κατάσταση δείχνει ότι ο λογαριασμός είχε αρνητικό υπόλοιπο 140.288 δολαρίων Η.Π.Α. από την 1η Φεβρουαρίου 2013. Δεν γνωρίζω πως βρέθηκε ο λογαριασμός σε αρνητικό υπόλοιπο διότι ποτέ δεν έλαβα πληρωμές, μεταφορές ή αναλήψεις από την Weiser απ' όταν άνοιξα τον λογαριασμό. Η Κατάσταση

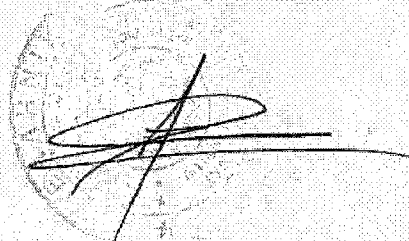
δείχνει καταθέσεις ή αναλήψεις από τον λογαριασμό τον Ιούλιο, Αύγουστο και Σεπτέμβριο του 2013 ως ακολούθως:

A. 07/02/2013 \$19.847,80

B. 08/06/2013 \$20.657,30

C. 09/18/2013 \$10.460,60

Ποτέ δεν έλαβα αυτά τα πόσα από την Weiser. Όλες οι συναλλαγές μου σχετικά με τα Πιστοποιητικά 660 και 753 και τις Επίδικες Μετοχές ήταν πάντα με την Weiser και ποτέ δεν είχα συναλλαγές ούτε έκανα οποιαδήποτε συνεργασία με την εταιρία Weiser (Bahamas) Ltd. αναφορικά με τις μετοχές της Anavex, που μου ανήκουν». Η παρούσα ένορκη βεβαίωση θα χρησιμοποιηθεί ενώπιον της Δεύτερης Δικαστικής Περιφέρειας της Πολιτείας της Νεβάδα των Ηνωμένων Πολιτειών Αμερικής, στην Κομητεία του Washoe, για την υποστήριξη αιτήματος του ως άνω εμφανισθέντα περί έκδοσης απόφασης κατά συνοπτική διαδικασία (Motion for Summary Judgement) στην υπόθεση με στοιχεία Case No. CV15-02259, Dept. No. 10, όπου τυγχάνει Εναγόμενος/Αντενάγων. Ο εμφανισθείς, σύμφωνα με τις διατάξεις του άρθρου 8 του Ν.1599/1986, δήλωσε ότι όλα τα παραπάνω δηλωθέντα στοιχεία είναι αληθινά. Οι ανωτέρω δηλώσεις του εμφανισθέντα καταχωρίστηκαν στην πράξη αυτή, που

A handwritten signature in black ink is written over a circular official stamp. The signature is stylized and appears to be a cursive representation of a name. The stamp is partially obscured by the signature.

γράφτηκε σε τέσσερα (4) φύλλα. Εγώ η συμβολαιογράφος την διάβασα καθαρά και δυνατά στον εμφανισθέντα, ο οποίος την άκουσε, την βεβαίωσε, συμφώνησε στο περιεχόμενό της και την υπέγραψε αυτός καθώς και εγώ η συμβολαιογράφος, όπως ο νόμος ορίζει. Επικολλήθηκε ένσημο ΤΑΧ.ΔΙΚ 1,00 ευρώ για το πρωτότυπο και 2,00 ευρώ για το αντίγραφο. Εισπράχθηκαν για δικαιώματα του παρόντος καθώς και για δικαιώματα εκδόσεως ενός (1) αντιγράφου ευρώ συνολικά 58,00. Επί των εισπραχθέντων δικαιωμάτων (μικτή αμοιβή) εισπράχθηκαν για Φ.Π.Α. 24%, ευρώ 13,92.

Ο εμφανισθείς

Η συμβολαιογράφος Τρίπολης

Υπογραφή

Τ.Σ. Μάρθα Αθανασούλια – Κοκκίνη

Ακριβές αντίγραφο – Τρίπολη αυθημερόν

Η συμβολαιογράφος Τρίπολης

Η αμοιβή μου για την έκδοση του παρόντος αντιγράφου εισπράχθηκε και αναφέρεται αριθμητικά και ολογράφως στο πρωτότυπο. Δεν απαιτείται η έκδοση Δ.Α.Π.Υ. ως προς το αναγραφόμενο στο συμβόλαιο ποσό, σύμφωνα με το αρ. 55 παρ. 1 του Ν. 2065/ 1992 και το αρ. 13 παρ. 4 του Π.Δ. 186/ 1992.

1 **Code: 2245**

2 **JOHN F. MURTHA, ESQ.**

3 **Nevada Bar No. 835**

4 **W. CHRIS WICKER, ESQ.**

5 **Nevada Bar No. 1037**

6 **WOODBURN AND WEDGE**

7 **Sierra Plaza**

8 **6100 Neil Road, Ste. 500**

9 **P.O. Box 2311**

10 **Reno, Nevada 89505**

11 **Telephone : (775) 688-3000**

12 **jmurtha@woodburnandwedge.com**

13 **cwicker@woodburnandwedge.com**

14 **Attorneys for Defendant/Cross-Claimant/Cross-Defendant Athanasios Skarpepos**

15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

16 **IN AND FOR THE COUNTY OF WASHOE**

17 *******

18 **NEVADA AGENCY AND TRANSFER**
19 **COMPANY, a Nevada corporation,**

20 **Case No. CV15-02259**
21 **Dept. No. 10**

22 **Plaintiff,**

23 **ATHANASIOS SKARPELOS'**
24 **MOTION IN LIMINE¹**

25 **vs.**

26 **WEISER ASSET MANAGEMENT, LTD.,**
27 **a Bahamas company; WEISER (BAHAMAS)**
28 **LTD., a Bahamas company; ATHANASIOS**
SKARPELOS, an individual; and
DOES 1-10,

Defendants.

AND RELATED CROSS-CLAIMS

¹ A non-jury trial in this case is set to commence on June 4, 2018. Pursuant to a Stipulation and Order to Vacate Early Pretrial Scheduling Conference and to Set Scheduling Order entered on April 21, 2017, all pretrial motions, including motions in limine, must be submitted for decision by April 20, 2018. Sufficient time remains for all authorized pleadings to be filed and still allow for this Motion to be submitted by April 20, 2018.

1 Athanasios Skarpelos ("Skarpelos") is a Defendant, a Cross-Claimant and a Cross-
2 Defendant in this matter. By and through his attorneys, Woodburn and Wedge, he hereby
3 moves this Court for an order in limine precluding Defendants/Cross-Claimants/Cross-
4 Defendants Weiser Asset Management, Ltd. ("Weiser") and Weiser ("Bahamas"), Ltd.
5 ("Bahamas") from offering any testimony or documentary evidence at the trial in this matter
6 regarding their purported payment of \$250,000 to Skarpelos as more specifically described
7 below.
8

9
10 **1. The Parties.** The parties to this action are Nevada Agency and Transfer
11 Company ("NATCO"), Weiser, Bahamas and Skarpelos.

12 *Note regarding the Weiser parties: In Weiser's and Bahamas' Cross-Claim filed*
13 *on May 24, 2016, they were collectively referred to as "Weiser." Weiser and Bahamas are*
14 *not the same entity. In a Motion for Summary Judgment filed by Skarpelos on March 12,*
15 *2018, he purposely referred to Weiser and Bahamas separately because for that motion the*
16 *separate designation of the parties made a difference. For this Motion, it is not necessary to*
17 *distinguish between Weiser and Bahamas and, therefore, they will be collectively referred to*
18 *as "Weisers."*
19

20 **2. Nature of the Action.** NATCO is the transfer agent for a Nevada
21 Corporation known as Anavex Life Sciences Corp. ("Anavex"). Skarpelos and Weisers
22 claim to be the rightful owner of 3,316,666 shares of Anavex stock (the "Disputed Stock").
23 By its Amended Complaint filed herein on April 29, 2016, NATCO sought interpleader of
24 the Disputed Stock to resolve Skarpelos' and Weisers' competing claims to it.
25

26 Prior to July 2013, Skarpelos owned the Disputed Stock. Weisers claim they
27 purchased the Disputed Stock from Skarpelos under the terms of a Stock Sale and Purchase
28 Agreement dated July 5, 2013 ("SPA"). Pursuant to the SPA, the purchase price for the

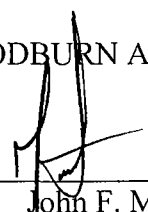
1 stock was \$250,000 ("Purchase Price") and it was to have been paid at closing which was to
2 have occurred on September 30, 2013. In Skarpelos' answer to Weisers' contract based
3 claims he asserted Weisers breached the terms of the SPA by reason of their failure to pay
4 the Purchase Price.
5

6 **3. Basis of this Motion in Limine.** Because Skarpelos' affirmative defenses
7 included breach of contract and failure of consideration by Weisers, proof of their payment
8 of the Purchase Price was a subject of his discovery efforts. By stipulation of the Parties,
9 deposition discovery does not close until April 2, 2018, but all other discovery closed on
10 February 9, 2018. To date, except as hereinafter described, Weisers have failed to produce
11 evidence they paid the Purchase Price to Skarpelos. By this Motion Skarpelos seeks an
12 order in limine precluding Weisers from offering any evidence, oral or documentary, at the
13 trial in this matter regarding their payment of the Purchase Price except to the extent of the
14 documentary evidence they produced in discovery prior to February 9, 2018.
15

16 This Motion is brought pursuant to DCR 13 and WDCR 12 and is supported by the
17 Affidavit of John F. Murtha filed contemporaneously herewith, the papers and pleadings on
18 file herein and the Points and Authorities that immediately follow.
19

20 DATED this 21st day of March, 2018.

21 WOODBURN AND WEDGE

22
23 By 
24 John F. Murtha, Esq.
25 W. Chris Wicker, Esq.
26 Attorneys for Defendant/
27 Cross-Claimant/Cross-Defendant
28 Athanasios Skarpelos

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**POINTS AND AUTHORITIES IN SUPPORT OF
SKARPELOS' MOTION IN LIMINE**

A.

INTRODUCTION

The issue in this case is the ownership of the Disputed Stock. NATCO is Anavex's transfer agent. Weisers made a demand on NATCO to transfer ownership of the Disputed Stock on Anavex's stock register from Skarpelos to them. When Skarpelos' and Weisers' competing claims to the Disputed Stock could not be resolved, NATCO commenced this interpleader action.

In Weisers' Cross-Claim against Skarpelos, they alleged "In July 2013, Weiser and Skarpelos entered into a contract for a sale of a certain amount of stock. Skarpelos, the former owner of the stock, agreed to sell it to Weiser." In his answer to Weisers' Cross-Claims, Skarpelos asserted the affirmative defenses of failure of consideration and breach of contract by Weiser. *See, Skarpelos' Answer to Weiser's Cross-Claim filed herein on June 17, 2016, Defenses 6 and 7.*

Among other things, Skarpelos' discovery focused on Weisers' contract claims and his contract defenses with specific emphasis on whether Weisers paid the Purchase Price. Skarpelos asserts that Weisers' discovery responses have failed to establish they paid the Purchase Price. Of course, the Court will be the final arbiter on that issue, but because of Weisers' failures to produce specific documents on the issue Skarpelos believes it is appropriate for this Court to limit the evidence Weisers may offer on the payment issue to the documents they produced during discovery prior to February 9, 2018. Put another way, Weisers should not be allowed to offer additional evidence on the payment issue at trial under the guise they are merely supplementing their prior discovery responses.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B.

**DISCOVERY ON THE
PAYMENT OF CONSIDERATION ISSUE**

1. With Weisers' Initial Disclosure of Witnesses and Documents Pursuant to NRCP 16.1 ("Weisers' Initial Disclosures"), they produced a Stock Sale and Purchase Agreement dated July 5, 2013, in which Skarpelos was identified as the Seller and Weiser was identified as the Buyer ("SPA"). A copy of the SPA is attached hereto as **Exhibit 1**.

2. Pursuant to the SPA, Skarpelos was to sell the Disputed Stock to Weisers for \$250,000 cash ("Purchase Price") at closing, and the closing was to have occurred on September 30, 2013. *Id.*, Sections 1.1, 1.2 and 1.3.

3. With Weisers' Initial Disclosures, they also produced a Statement of Account for an account purportedly in Skarpelos' name for the period from February 1, 2013 through December 31, 2013 ("Account Statement"). A copy of the Account Statement is attached hereto as **Exhibit 2**.

4. The Account Statement covers the period of time during which the Purchase Price was to have been paid, i.e. around September 30, 2013. The Account Statement does not show any payments or distributions to Skarpelos after September 30, 2013, much less a payment in the amount of \$250,000.

5. Skarpelos served a First Set of Interrogatories on Weisers. A copy of Weisers' Answers to Cross-Claimant Athanasios Skarpelos' First Set of Interrogatories dated January 17, 2017, is attached hereto as **Exhibit 3**. Skarpelos' Interrogatory No. 4 dealt with payments to him. Weisers' answers thereto are set out below:

Interrogatory No. 4:

Identify any payments, distributions or loans made by you Athanasios Skarpelos from October 29, 2009, to the present.

1
2 **Answer to Interrogatory No. 4:**

3 Objection. This request is vague, overly broad, and burdensome in
4 that it is not limited by the subject matter of this lawsuit. Notwithstanding this
5 objection, records from which the response to this interrogatory may be
6 derived or ascertained are set forth in Weisers' response to Request for
7 Production No. 4. Further, discovery is continuing and Weiser reserves the
8 right to supplement this response with new or additional information if and
9 when the same becomes available.²

10 6. A copy of Weisers' Responses to Skarpelos' First Set of Requests for
11 Production dated January 17, 2017, alluded to in their Answer to Interrogatory No. 4 is
12 attached hereto as **Exhibit 4**. Weisers' response to Request for Production No. 4
13 referenced therein is set out below:

14 **Request for Production No. 4:**

15 Any documents identifying any payment or loan made to Athanasios
16 Skarpelos.

17 **Response to Request for Production No. 4:**

18 Objection. This request is vague, overly broad, and burdensome in
19 that it is not limited by the subject matter of this lawsuit. Notwithstanding this
20 objection, no responsive materials are being withheld on this basis.
21 Responsive documents have either been produced or are being produced
22 concurrently herewith and are identified as follows: WEISER 378-380 and
23 407-409. Further, discovery is continuing and Weiser reserves the right to
24 supplement this response with new or additional information if and when the
25 same becomes available.³

26 When given the opportunity to identify when and how they paid the Purchase Price to
27 Skarpelos and to produce supporting documentation, Weisers merely referred Skarpelos to the

28 ² Actually, Weiser and Bahamas each submitted answers to Skarpelos' first set of
interrogatories. The quote above comes from Weiser's answers. Bahamas' answers were identical to
Weiser's in all regards. See, *Affidavit of John Murtha being filed contemporaneously herewith*, p. 2, ¶
6 (hereinafter "*Murtha*, p. __, ¶__.")

³ WEISER 378-380 is the Account Statement attached hereto as Exhibit 2. WEISER 407-409 is
the same document only with different Bates Nos. See, *Murtha*, p. 2, ¶ 8.

1 Account Statement that does not show any payments or distributions to Skarpelos on or after
2 September 30, 2013.

3
4 7. Because the Account Statement only covered the period between February 1,
5 2013, and December 31, 2013, the obvious question was whether there were other account
6 statements for different periods of time that might show payments to Skarpelos. Skarpelos
7 served a follow-up request for production upon Weisers. Skarpelos' follow-up request and
8 Weisers' response are set out below:

9
10 **Request For Production No. 5:**

11 Produce copies of any account statements, summaries of account
12 statements or any similar statements for the 2992 Account for the periods: (a)
13 between the inception of the account and February 1, 2003; and (b) between
14 January 1, 2013, to the present.

15 **Response to Request For Production No. 5:**

16 Objection. Not all of the documents are in Weiser's possession,
17 custody, or control. Specifically, Weiser believes that cross-claimant
18 Skarpelos has copies of such documents. Also, the request is irrelevant to the
19 extent that it seeks to discover evidence not reasonably calculated to lead to
20 the discovery of admissible evidence. Further, discovery is continuing and
21 Weiser reserves the right to supplement this response with new or additional
22 information if and when it becomes available.

23 Without waiving these objections, Weiser responds as follows: Weiser
24 has no documents responsive to this request.

25
26 A copy of Weisers' Responses to Cross-Claimant's Second Set of Requests for Production of
27 Documents is attached hereto as **Exhibit 5**.

28
8. On July 28, 2017, Skarpelos filed a Motion to Compel based on what he
believed were deficient responses by Weisers to his Second Request for Production of
Documents, including their responses to Request No. 5. On October 31, 2017, following

1 briefing by the Parties, the Discovery Commissioner issued his Recommendation for Order
2
3 (“Commissioner’s Recommendation”) in which he wrote:

4 Category No. 5

5 In this category, Weiser is asked to “[p]roduce copies of any Account
6 statements, summaries of Account statements or any similar statements for the
7 2992 Account for the periods: (a) between the inception of the Account and
8 February 1, 2013; and (b) between January 1, 2013, to the present.” Its
9 response is as follows:

10 Objection. Not all of the documents are in Weiser’s possession,
11 custody, or control. Specifically, Weiser believes that cross-
12 claimant Skarpelos has copies of such documents. Also, the
13 request is irrelevant to the extent that it seeks to discover
14 evidence not reasonably calculated to lead to the discovery of
15 admissible evidence. Further, discovery is continuing and Weiser
16 reserves the right to supplement this response with new or
17 additional information if and when it becomes available.

18 Without waiving these objections, Weiser responds as follows:
19 Weiser has no documents responsive to this request.

20 As explained in connection with Category No. 2, the statements in the first
21 paragraph of this response do not constitute valid objections. Nevertheless,
22 Weiser has stated, without equivocation, that it “has no documents responsive
23 to this request.” Therefore, Skarpelos has received a proper response to
24 Category No. 5 – Weiser has no such documents. At this time, Skarpelos has
25 not demonstrated that Weiser’s response is false, incomplete, or otherwise
26 inaccurate. Therefore, no further response to Category No. 5 is required.

27 A copy of the Commissioner’s Recommendation is attached hereto as **Exhibit**
28 **6. See, Commissioner’s Recommendation, p. 7, ln. 24 through p. 8, ln. 13.**

29 This Court entered a Confirming Order on November 17, 2017, in which it confirmed,
30 approved and adopted the Commissioner’s Recommendation.

31 9. On November 13, 2017, Weisers served a First Supplemental Responses to
32 Defendant/Cross-Claimant’s Second Request For Production of Documents, a copy of which
33 is attached hereto as **Exhibit 7**. In each supplemental response Weiser reviewed the
34 Discovery Commissioner’s directions contained in the Commissioner’s Recommendation and

1 then concluded with "other than the documents already produced, Weiser has no documents
2 responsive to this request." *See, Ex. 7, p. 2, lns 7-8 and 18-19 and p. 3, lns. 18-19.*

3
4 10. The Account Statement identifies Skarpelos' account with Weiser as Account
5 No. 200-802992. During discovery, other documents produced by Weisers indicated
6 Skarpelos' account with Weiser was opened under Account No. 11120001. Concerned other
7 account statements may exist that might show a \$250,000 payment or distribution to
8 Skarpelos on or after September 30, 2013, Skarpelos served yet another request for production
9 of documents on Weiser. He requested:

10 **Request For Production No. 2:**
11

12 Previously you produced documents WEISER 000378-390 which is
13 identified an Account Summary for Account No. 200-802992 for the period
14 from February 1, 2013 through December 31, 2013. You also produced
15 WEISER000352-000361 which appears to be an application for the account
16 with You made by Skarpelos. At page WEISER000361 it appears, the
application was approved by You and Account No. 11120001 was assigned to
Skarpelos. Produce copies of any account statements for the period between
the inception of the account (October 13, 2011) and December 32, 2015.

17 Weisers' response was:

18 **Response to Request For Production No. 2:**
19

20 Objection. Not all of the documents are in Weiser's possession,
21 custody or control. Specifically, Weiser believes that cross-claimant
22 Skarpelos has copies of such documents. Further, discovery is continuing and
Weiser reserves the right to supplement this response with new or additional
information and when it becomes available.

23 Without waiving these objections, Weiser responds as follows: Aside
24 from the documents it has already produced, Weiser has no additional
documents responsive to this request.

25 Copies of Weisers' Responses to Cross-Claimant Athanasios Skarpelos' Third Set of
26 Requests for Production of Documents to Cross Defendants Weiser Asset Management, Ltd.
27
28

1 and Weiser (Bahamas) Ltd. containing the above quoted Request No. 2 and Weisers' response
2 is attached hereto as **Exhibit 8**.
3

4 11. Despite Weisers' continual statements that discovery was continuing and
5 responsive documents would be produced if found, Weisers have not supplemented any of
6 their discovery responses except as noted in this Motion. *See, Murtha, p. 3, ¶ 9*. In other
7 words, the only evidence Weiser has produced regarding any payments or distributions made
8 to Skarpelos during discovery in this matter is the Account Statement that does not show
9 Weisers' payment of the Purchase Price to Skarpelos on or after September 30, 2013.
10

11 **B.**

12 **LAW AND ARGUMENT**

13 Motions in limine have been used widely by all courts to limit or allow evidence at the
14 beginning of a trial. Courts have widely accepted and allowed such motions. *Bull v.*
15 *McCusky*, 96 Nev. 706, 615 P.2d 957 (1980) (abrogated on other grounds by *Ace Truck and*
16 *Equip. Rentals, Inc. v. Kahn*, 103 Nev. 503, 746 P.2d 132 (1987)); *Hyatt v. Sierra Boat Co.*,
17 145 Cal.Rptr. 47 (1978). Further, the Nevada Supreme Court has recognized that motions in
18 limine may be used as a vehicle by which a party may seek to preclude the introduction of
19 evidence prior to trial. *See, Great American Insurance Co. v. General Builders, Inc.*, 113
20 Nev. 346, 353-55, 934 P.2d 257 (1997) (per curiam) (affirming lower court's grant of party's
21 motion in limine to exclude evidence).
22

23 The effect of an order suppressing improper questions and statements may be to
24 shorten the trial, simplify the issues and reduce the possibilities of a mistrial. The general
25 authority for the motion derives from "a trial court's inherent power to exclude or admit
26 evidence in the furtherance of its fundamental constitutional purpose, which is the
27 administration of justice." *Burrus v. Silhavy*, 155 Ind.App. 558, 293 N.E.2d 794 (1973).
28

1 The matters addressed in this Motion could be addressed in response to an objection to
2 testimony proffered by Weisers during trial, but the better approach is to present the issue in
3 advance of trial so the Court's decision could be made after thoughtful consideration of the
4 pleadings and history of the discovery as compared to having to argue the matter at trial with
5 a witness on the stand. Resolution of the issue now may shorten the trial and simplify the
6 issues at trial.
7

8 Also, by this Motion Skarpelos is not simply submitting a discovery dispute to the
9 Court to resolve. As noted above, Skarpelos filed a Motion to Compel in regards to his
10 Second Request for Production of Documents. In some instances the Discovery
11 Commissioner concluded that a response that "we have no documents" is a sufficient response
12 not requiring a further response. *See, e.g. Exhibit 6, p. 3, lns. 16-20 and p. 8, lns. 9-13.* For
13 other requests, however, the Discovery Commissioner required further responses. *Id. @ p.*
14 *12, lns. 3-7.* On November 13, 2017, Weisers served a First Supplemental Response to
15 Skarpelos' Second Set of Requests for Production of Documents as required by the
16 Commissioner's Recommendation, but in all instances, Weisers said "Other than the
17 documents already produced, Weiser has no documents responsive to this request." *See, Ex.*
18 *7, p. 2, lns. 7-8 and 18-19 and p. 3, lns. 18-19.*
19
20

21 Skarpelos has made numerous attempts to locate any evidence that Weisers, in
22 fact, paid the Purchase Price to him. Weisers have been given multiple opportunities to
23 explain when and how they ever paid the Purchase Price to Skarpelos. To date Weisers have
24 utterly failed to provide any evidence they ever paid the Purchase Price to Skarpelos. The
25 ONLY document they have identified in response to Skarpelos' discovery request is the
26 Account Statement and on its face it fails to show any payments made to Skarpelos after
27 September 30, 2013, much less any payments in the amount of \$250,000. Weisers should not
28

1 be permitted to sandbag during discovery only to ambush Skarpelos at trial with what they
2 will claim is "newly discovered evidence."
3

4 C.

5 **CONCLUSION**

6 For the reasons set forth above, Skarpelos respectfully requests that this Court enter an
7 order in limine precluding Weisers from submitting any evidence at trial that purports to
8 prove they paid the Purchase Price to Skarpelos other than the Account Statement. Skarpelos
9 reserves the right to object to the introduction of the Account Statement on the grounds of
10 authenticity and relevance. Furthermore, this Court should enter an order in limine that
11 precludes Weiser from offering any oral testimony for the purpose of proving Weisers paid
12 the Purchase Price. They have had every opportunity to provide evidence to that effect in
13 response to Skarpelos' discovery request, but they have failed to do so.
14

15 **AFFIRMATION**

16 **Pursuant to NRS 239B.030**

17 The undersigned does hereby affirm that the above-entitled document filed in this
18 matter does not contain the social security number of any person whomsoever.

19 DATED this 21st day of March, 2018.

20
21 WOODBURN AND WEDGE

22
23 By 

24 John F. Murtha, Esq.
25 W. Chris Wicker, Esq.
26 Attorneys for Defendant/
27 Cross-Claimant/Cross-Defendant
28 Athanasios Skarpelos

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of the law firm of Woodburn and Wedge, and that on the 21 day of March, 2018, I caused the foregoing document to be delivered to the parties entitled to notice in this action by:

_____ placing a true copy thereof in a sealed, stamped envelope with the United States Postal Service at Reno, Nevada

✓ personal delivery

_____ email

✓ electronic filing

_____ Federal Express or other overnight delivery

as follows:

Via ECF

Alexander H. Walker III, Esq.
57 West 200 South, Ste. 400
Salt Lake City, Utah 84101

Clay P. Brust, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington St.
Reno, NV 89503

Via ECF and Hand Delivery

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland & Hart LLP
5441 Kietzke Lane, 2nd Flr.
Reno, Nevada 89511

Dennis Sarcari

INDEX TO EXHIBITS

EXHIBIT #	DESCRIPTION OF EXHIBITS	# OF PAGES
1	Stock Sale and Purchase Agreement	4
2	Statement of Account	4
3	Defendant/Cross-Claimant Weiser Asset Management, Ltd.'s. Answers to Cross-Claimant Athanasios Skarpelos' First Set of Interrogatories	7
4	Defendant/Cross-Claimant Weiser Asset Management, Ltd.'s. Answers to Cross-Claimant Athanasios Skarpelos' First Set of Requests For Production	7
5	Cross Defendant Weiser Asset Management, Ltd.'s. Responses to Cross-Claimant's Second Set of Requests For Production of Documents	8
6	Recommendation For Order	14
7	Weiser Asset Management, Ltd. and Weiser (Bahamas) Ltd.'s First Supplemental Responses to Defendant/Cross-Claimant's Second Set of Requests For Production of Documents	5
8	Responses to Cross-Claimant Athanasios Skarpelos' Third Set of Requests For Production of Documents Weiser Asset Management Ltd. and Weiser (Bahamas) Ltd.	8

EXHIBIT 1

EXHIBIT 1

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this Agreement) is dated as of JULY 5, 2013 and is made and entered into by and among WIKER LTD (Buyer) and Athanasios Skarpelos (Seller) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the Company).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the Shares) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the Purchase Price) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on September 30, 2013 or such other date as the parties hereto may agree to (the Closing Date). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:


WEISER (BARRINGTON) LTD

Seller:


Athanasios Skarpeles

ΙΚΑΡΟΠΙΟΣ ΑΘΑΝΑΣΙΟΣ

09/11/13 4:12 PM



ΙΚΑΡΟΠΙΟΣ Γ. ΚΑΥΑΛΗΣ
Υπάλληλος Κ.Ε.Π.
Λήμου Βόρειας Κινηματογράφου

EXHIBIT 2

EXHIBIT 2



Statement of Account

ACCOUNT USD [REDACTED]

Statement for the period February 1, 2013 - December 31, 2013

Skarpeles, Athanasios
Tsim H Glylada
Athens
Greece

For additional service, contact
ELIAS SOURSOS
Investment Advisor

242-688-6800

ACCOUNT SUMMARY

Estimated Current Value

CASH ON DEPOSIT	4,115.36
COMMON SHARES	N/A
<hr/>	
Total Assets	USD 4,115.36

CASH SUMMARY

USD Account	USD 4,115.36
-------------	--------------

SECURITIES SUMMARY

USD Account

Quantity	Location	Current Price	Estimated MV
----------	----------	---------------	--------------

COMMON SHARES

ANAVEX LIFE SCIENCES CORP.	92,500	Res-Seg	N/A
ANAVEX LIFE SCIENCES CORP.*	8,218,865	Res-Seg	N/A

*ORF partial of corp 00583

Market Value of COMMON SHARES

N/A



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT USD 21112122

ACCOUNT ACTIVITY

Cash - USD

Date	Activity	Value Date	Debit	Credit	Balance
02/01/2013	Opening Balance		(140,267.84)		(140,268)
03/25/2013	*Transfer TRANS USD TO EUR W200802992032513 10,000 EUR	03/28/2013	(13,391.90)		(153,679.54)
03/25/2013	*Wire Out Fee		(125.00)		(153,804.54)
04/02/2013	*STOCK SALE ANAVEX LIFE SCIENCE CORP 3,316,565	04/02/2013		249,580.00	95,775.48
05/09/2013	*Transfer TRANS USD TO EUR W200802992050913 15,000 EUR	05/14/2013	(20,098.40)		75,706.08
05/09/2013	*Wire Out Fee		(125.00)		75,581.08
05/22/2013	*Transfer TRANS USD TO EUR W200802992052213 15,053.90 EUR	05/29/2013	(20,000.00)		55,581.08
05/22/2013	*Wire Out Fee		(125.00)		55,456.08
07/02/2013	*Transfer TRANS USD TO EUR W200802992070213 15,000 EUR	07/08/2013	(18,847.80)		35,608.28
07/02/2013	*Wire Out Fee		(125.00)		35,483.28
08/05/2013	*Transfer TRANS USD TO EUR W200802992080513 15,000 EUR	08/09/2013	(20,857.30)		14,625.98
08/05/2013	*Wire Out Fee		(125.00)		14,700.98
09/18/2013	*Transfer TRANS USD TO EUR W200802992091813 7,500 EUR	09/23/2013	(10,480.80)		4,240.38
09/18/2013	*Wire Out Fee		(125.00)		4,115.38

Securities - USD

Settlement Date	Activity Type	Quantity	Description	Price	Amount
04/02/2013	SELL	3,316,565	ANAVEX LIFE SCIENCES CORP	0.075232	\$249,580.00



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT USD [REDACTED]

Important information on depositing physical certificates with Weiser Asset Management Ltd., is available from your account manager or your financial advisor. Please read the document titled "Escheatment of Physical Certificates".

Effective October 1st 2013 our administrative fee for an Early Settlement Check will be 1% (with minimum of \$50,000)

Terms, conditions & other information

- This is a statement of your account according to our records. If it is not in accordance with yours please contact the Chief Compliance Officer immediately.
- The prices shown on the statement, used for the purpose of displaying market values, while obtained from sources believed to be reliable, cannot be guaranteed as to their accuracy. In any event, market values are shown as "estimated". If "N/A" appears in connection with any specific security, either there is no price or we were unable to obtain a reliable one.
- We expect prompt settlement of cash balances due to us.
- Credit balances are payable on request upon receipt by us of securities in "good delivery" form that may be owed by you.
- Any free credit balances, with the exception of balances held for registered plans, represent funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the conduct of our business.

EXHIBIT 3

EXHIBIT 3

DISC

Jeremy J. Nork (SBN 4017)
 Frank Z. LaForge (SBN 12246)
 HOLLAND & HART LLP
 5441 Kietzke Lane, Second Floor
 Reno, Nevada 89511
 Tel: (775) 327-3000; Fax: (775) 786-6179
 jnork@hollandhart.com
 fzlaforge@hollandhart.com

Attorneys for Defendants/Cross-claimants Weiser

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
 COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD.,
 a Bahamas company, WEISER
 (BAHAMAS) LTD, a Bahamas company,
 ATHANASIOS SKARPELOS, an
 individual, and DOES 1 through 10,

Defendants.

WEISER ASSET MANAGEMENT, LTD.,
 a Bahamas company, WEISER
 (BAHAMAS) LTD., a Bahamas company,

Cross-claimants,

v.

ATHANASIOS SKARPELOS, an
 individual,

Cross-defendant.

Case No. CV15-02259

Dept. No. 10

**DEFENDANT/CROSS-CLAIMANT
 WEISER ASSET MANAGEMENT,
 LTD'S ANSWERS TO CROSS-
 CLAIMANT ATHANASIOS
 SKARPELOS' FIRST SET OF
 INTERROGATORIES**

Defendant/Cross-claimant Weiser Asset Management, Ltd. ("Weiser"), by and through
 counsel Holland & Hart LLP, hereby answers defendant and cross-claimant Athanasios
 Skarpepos's First Set of Interrogatories as follows:

INTERROGATORIES

Interrogatory No. 1:

Identify the physical address of your offices, or if you have offices in multiple locations, the physical address of each of your offices.

Answer to Interrogatory No. 1:

Objection. This interrogatory irrelevant and not limited by date. Without waiving this objection, the physical address is: N-10697, Offices at Old Fort Bay, Building #9, Pineapple Place, Lyford Cay, Nassau, Bahamas.

Interrogatory No. 2:

Identify any parent company to Weiser and any Weiser subsidiaries, affiliates, or divisions operating under a different name. For each entity identified, state the physical address of that entity.

Answer to Interrogatory No. 2:

Objection. This request is vague, ambiguous, overbroad, burdensome, oppressive, irrelevant, and not limited by date or subject matter. Without waiving this objection, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Interrogatory No. 3:

Identify any communications by you, including correspondence by electronic mail, letter, or any other means, by telephone, or in person with Athanasios Skarpelos from October 29, 2009 to the present. For each communication state in detail:

- a. The name(s) of any individual(s) communicating with Athanasios Skarpelos;
- b. The date(s) of the communication; and
- c. The subject of the communication.

Answer to Interrogatory No. 3:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by the subject matter of this lawsuit. Notwithstanding this objection, records from which the response to this interrogatory may be derived or ascertained are set forth in Weiser's response to

1 Request for Production No. 8. Further, discovery is continuing and Weiser reserves the right to
2 supplement this response with new or additional information if and when the same becomes
3 available.

4 **Interrogatory No. 4:**

5 Identify any payments, distributions, or loans made by you Athanasios Skarpelos from
6 October 29, 2009 to the present.

7 **Answer to Interrogatory No. 4:**

8 Objection. This request is vague, overly broad, and burdensome in that it is not limited
9 by the subject matter of this lawsuit. Notwithstanding this objection, records from which the
10 response to this interrogatory may be derived or ascertained are set forth in Weiser's response to
11 Request for Production No. 4. Further, discovery is continuing and Weiser reserves the right to
12 supplement this response with new or additional information if and when the same becomes
13 available.

14 **Interrogatory No. 5:**

15 Identify the sale or transfer of any shares of Anavex Life Sciences Corp. stock by you,
16 including any person or entity that purchased or was transferred said stock, any documents
17 created in connection with the sale or transfer of said stock and any payment received by you
18 for the sale or transfer of said stock.

19 **Answer to Interrogatory No. 5:**

20 Objection. This request is vague, overly broad, and burdensome in that it is not limited
21 by date nor by the subject matter of this lawsuit. Notwithstanding this objection, records from
22 which the response to this interrogatory may be derived or ascertained are set forth in Weiser's
23 response to Request for Production No. 3. Further, discovery is continuing and Weiser reserves
24 the right to supplement this response with new or additional information if and when the same
25 becomes available.
26
27
28

Interrogatory No. 6:

Identify each and every fact or opinion or document relied upon in support of the assertion in paragraph 7 of your Cross-Claim that Weiser is the rightful owner of the stock referred to therein.

Answer to Interrogatory No. 6:

Objection. This request seeks information that is protected by the work-product doctrine and the attorney/client privilege. Notwithstanding this objection, records from which the response to this interrogatory may be derived or ascertained are set forth in the correspondence between Weiser's counsel and the Nevada Agency and Transfer Company which have been previously produced in this matter. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Interrogatory No. 7:

Identify any licenses, certifications, registrations, or any other information demonstrating that Weiser is a stock broker, stock agent, or stock dealer, or is authorized to act as a stock broker, stock agent, or stock dealer.

Answer to Interrogatory No. 7:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by date nor by the subject matter of this lawsuit. Notwithstanding this objection, records from which the response to this interrogatory may be derived or ascertained are set forth in Weiser's response to Request for Production No. 9. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Interrogatory No. 8:

Identify all account documents for any Weiser account opened by, on behalf of, for the benefit of, or maintained by or for Athanasios Skarpelos.

Answer to Interrogatory No. 8:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by date nor by the subject matter of this lawsuit. Notwithstanding this objection, records from which the response to this interrogatory may be derived or ascertained are set forth in Weiser's response to Request for Production No. 1. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

DATED this 17th day of January, 2017.

By 

Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, NV 89511
Telephone: (775) 327-3000
Facsimile: (775) 786-6179

Attorneys for Defendants/Cross-claimants
Weiser

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:


I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On January 17, 2017, I served the foregoing **DEFENDANT/CROSS-CLAIMANT WEISER ASSET MANAGEMENT, LTD'S ANSWERS TO CROSS-CLAIMANT ATHANASIOS SKARPELOS' FIRST SET OF INTERROGATORIES**, by placing a true copy thereof in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Clay P. Brust, Esq.
Robison, Belaustegui, Sharp & Low
71 Washington Street
Reno, Nevada 89503

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Wood and Wedge
6100 Neil road, Suite 500
Reno, Nevada 89505


Martha Hauser

9353399_1

EXHIBIT 4

EXHIBIT 4

JAN 13 2007

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

DISC

Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Tel: (775) 327-3000; Fax: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

Attorneys for Defendants/Cross-claimants Weiser

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company, WEISER
(BAHAMAS) LTD, a Bahamas company,
ATHANASIOS SKARPELOS, an
individual, and DOES 1 through 10,

Defendants.

Case No. CV15-02259

Dept. No. 10

**DEFENDANT/CROSS-CLAIMANT
WEISER ASSET MANAGEMENT
LTD'S RESPONSES TO CROSS-
CLAIMANT ATHANASIOS
SKARPELOS' FIRST SET OF
REQUESTS FOR PRODUCTION**

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company, WEISER
(BAHAMAS) LTD., a Bahamas company,

Cross-claimants,

v.

ATHANASIOS SKARPELOS, an
individual,

Cross-defendant.

Defendant/Cross-claimant Weiser Asset Management Ltd. ("Weiser"), by and through
counsel Holland & Hart LLP, hereby responds to defendant and cross-claimant Athanasios
Skarpepos's First Set of Requests for Production of Documents as follows:

REQUESTS FOR PRODUCTION

Request for Production No. 1:

Any account file for any account opened by, on behalf of, for the benefit of, or maintained by or for Athanasios Skarpelos.

Response to Request for Production No. 1:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by date, nor by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials are being withheld on this basis. Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 136-141, 282-291, and 352-367. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 2:

Any account statements for any account opened by, on behalf of, for the benefit of, or maintained by or for Athanasios Skarpelos from the opening of said account to the present date.

Response to Request for Production No. 2:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by date, nor by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials are being withheld on this basis. Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 378-380 and 407-409. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 3:

Any documents identifying the sale or transfer of any shares of Anavex Life Sciences Corp. stock from October 29, 2009 to the present.

Response to Request for Production No. 3:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials

are being withheld on this basis. Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 6, 11, 26, 31, 51, 156-158, 161-163, 168, 170-172, 186, 207-209, 231, 237, 280-281, 293, 295-297, 316-319, 326-327, 333-337, 350-351, 368, 369, 370-372, 373-375, 376, 377, and 392-393. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 4:

Any documents identifying any payment or loan made to Athanasios Skarpelos.

Response to Request for Production No. 4:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by date, nor by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials are being withheld on this basis. Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 378-380 and 407-409. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 5:

The original of any signed documents produced in Weiser's NRCP 16.1 disclosures, any supplemental disclosures, or in response to the instant requests for production of documents.

Response to Request for Production No. 5:

Objection. This request is overly broad and burdensome in that the authenticity of any such documents has not been questioned. Notwithstanding this objection, no responsive materials are being withheld on this basis. Weiser responds to this request as follows: Weiser understands that original signed documents were originally in the possession of Skarpelos and were eventually forwarded to Nevada Agency and Transfer Company. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 6:

All drafts of any contract with Athanasios Skarpelos.

Response to Request for Production No. 6:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by date, nor by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials are being withheld on this basis. Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 156-158, 161-163, 207-209, 293, 295-297, 316-319, 326-327, 333-337, 368, 369, 370-372, 373-375, and 392-393. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 7:

All drafts of any contract for the sale or transfer of Anavex Life Sciences Corp. stock from October 29, 2009 to the present.

Response to Request for Production No. 7:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials are being withheld on this basis. Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 156-158, 161-163, 207-209, 293, 295-297, 316-319, 326-327, 333-337, 368, 369, 370-372, 373-375, and 392-393. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 8:

All emails, letters, or other correspondence between you and Athanasios Skarpelos or any of his agents from October 29, 2009 to the present.

Response to Request for Production No. 8:

Objection. This request is vague, overly broad, and burdensome in that it is not limited by the subject matter of this lawsuit. Notwithstanding this objection, no responsive materials are being withheld on this basis. Responsive documents have either been produced or are being

produced concurrently herewith and are identified as follows: WEISER 312, 313, 314, 320-322, 323-325, 328-332, 333-337, 338, 339, 340, 341-343, 345-346, 347-349, 381, 382, 383-387, 388-389, 390-391, 394-398, 399-403, 404, 405, 406, 410-411, and 412-414. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

Request for Production No. 9:

Any documents identified in your responses to Cross-Claimant Athanasios Skarpelos' First Set of Interrogatories, served herewith.

Response to Request for Production No. 9:

Responsive documents have either been produced or are being produced concurrently herewith and are identified as follows: WEISER 416 and 417-435. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when the same becomes available.

DATED this 17th day of January, 2017

By 

Jeremy I. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, NV 89511
Telephone: (775) 327-3000
Facsimile: (775) 786-6179

Attorneys for Defendants/Cross-claimants
Weiser

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:


I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On January 17, 2017, I served the foregoing **DEFENDANT/CROSS-CLAIMANT WEISER ASSET MANAGEMENT LTD'S RESPONSES TO CROSS-CLAIMANT ATHANASIOS SKARPELOS' FIRST SET REQUESTS FOR PRODUCTION OF DOCUMENTS**, by placing a true copy thereof in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Clay P. Brust, Esq.
Robison, Belaustegui, Sharp & Low
71 Washington Street
Reno, Nevada 89503

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Wood and Wedge
6100 Neil road, Suite 500
Reno, Nevada 89505


Martha Hauser

9353441_1

EXHIBIT 5

EXHIBIT 5

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

DISC

Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Tel: (775) 327-3000; Fax: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

Attorneys for Defendant Weiser Asset Management, Ltd.

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD., a
Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,

Defendants.

Case No. CV15 02259

Dept. No. 10

**CROSS DEFENDANT WEISER ASSET
MANAGEMENT, LTD.'S RESPONSES
TO CROSS-CLAIMANT'S SECOND
SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

Defendant/Cross-claimant Weiser Asset Management Ltd. ("Weiser"), by and through
counsel Holland & Hart LLP, hereby responds to defendant and cross-claimant Athanasios
Skarpelos's Second Set of Requests for Production of Documents as follows:

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production No. 1:

Produce a full and complete set of the Terms and Conditions document, the document
from which WEISER000326-327 were taken.

Response to Request for Production No. 1:

Objection. Not all of the documents are in Weiser's possession, custody, or control.
Specifically, Weiser believes that cross-claimant Athansios Skarpelos or his agents (collectively

1 "Skarpelos") have copies of such documents. Further, discovery is continuing and Weiser
2 reserves the right to supplement this response with new or additional information if and when it
3 becomes available.

4 Without waiving these objections, Weiser responds as follows: See documents
5 identified by Bates Nos. WEISER000437-000443 produced concurrently herewith.

6 **Request for Production No. 2:**

7 Produce any copy of the Terms and Conditions that are signed or acknowledged by
8 Skarpelos.

9 **Response to Request for Production No. 2:**

10 Objection. Not all of the documents are in Weiser's possession, custody, or control.
11 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents.
12 Further, discovery is continuing and Weiser reserves the right to supplement this response with
13 new or additional information if and when it becomes available.

14 Without waiving these objections, Weiser responds as follows: Weiser has no
15 documents responsive to this request.

16 **Request for Production No. 3:**

17 If you do not have a copy of the Terms and Conditions signed or acknowledged by
18 Skarpelos, produce any other document you may have that is signed or acknowledged by
19 Skarpelos in which he agrees to be bound by the Terms and Conditions.

20 **Response to Request for Production No. 3:**

21 Objection. Not all of the documents are in Weiser's possession, custody, or control.
22 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents.
23 Further, discovery is continuing and Weiser reserves the right to supplement this response with
24 new or additional information if and when it becomes available.

25 Without waiving these objections, Weiser responds as follows: See documents
26 previously produced and identified by Bates Nos: WEISER000136-000141; 000156-000158;
27 000207-000209; 000231; 000282-000291; 000293; 000314; 000352-000367.

Request for Production No. 4:

Produce full and complete copies of: (a) any application or other document signed by Skarpelos requesting Weiser to open the 2992 Account; (b) any other document signed by Skarpelos related to the opening or creation of the 2992 Account; and (c) any other document signed by any person purporting to have authority to sign on behalf of Skarpelos related to opening or creation of the 2992 Account.

Response to Request for Production No. 4:

Objection. This request is overbroad, burdensome, and violative of the requirement that requests be stated with particularity in that it seeks documents that "relate" to a given subject matter. The request is thus irrelevant to the extent that it seeks to discover evidence not reasonably calculated to lead to the discovery of admissible evidence. Also, not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: See documents previously produced and identified by Bates Nos. WEISER000136-000141; 000156-000158; 000207-000209; 000231; 000282-000291; 000293; 000314; 000352-000367.

Request for Production No. 5:

Produce copies of any account statements, summaries of account statements or any similar statements for the 2992 Account for the periods: (a) between the inception of the account and February 1, 2013; and (b) between January 1, 2013, to the present.

Response to Request for Production No. 5:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Also, the request is irrelevant to the extent that it seeks to discover evidence not reasonably calculated to lead to the discovery of admissible evidence. Further, discovery is continuing and Weiser

1 reserves the right to supplement this response with new or additional information if and when it
2 becomes available.

3 Without waiving these objections, Weiser responds as follows: Weiser has no
4 documents responsive to this request.

5 **Request for Production No. 6:**

6 Produce copies of any documents that reflect or evidence that account statements,
7 summaries of account statements or other similar documents relating to the 2992 Account were
8 ever mailed, emailed or otherwise delivered to Skarpelos or any authorized agent of Skarpelos.

9 **Response to Request for Production No. 6:**

10 Objection. Not all of the documents are in Weiser's possession, custody, or control.
11 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Also,
12 Skarpelos has not yet identified all of his authorized agents. Further, discovery is continuing and
13 Weiser reserves the right to supplement this response with new or additional information if and
14 when it becomes available.

15 Without waiving these objections, Weiser responds as follows: See documents
16 previously produced and identified by Bates Nos. WEISER000378-000380.

17 **Request for Production No. 7:**

18 WEISER000379 reflects a series of "transfers" from the 2992 Account. See, e.g. the
19 entries for May 9, 2013, May 22, 2013, July 2, 2013 and June 6, 2013. For these transfers and
20 ANY OTHER transfers or withdrawals from the 2992 Account from its inception to the present,
21 produce any documents available to you evidencing: (a) Skarpelos' authorization to transfer or
22 withdraw funds from the 2992 Account; (b) any authorization by anyone purporting to act on
23 behalf of Skarpelos to transfer or withdraw funds from the 2992 Account; (c) the actual transfer
24 or withdrawal of funds from the 2992 Account; and (d) the actual receipt of any funds
25 transferred or withdrawn from the 2992 Account by the person, persons, entity or entities to
26 whom the transfers or withdrawals were directed to be made.

27 **Response to Request for Production No. 7:**

1 Objection. Not all of the documents are in Weiser's possession, custody, or control.
2 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents.
3 Further, discovery is continuing and Weiser reserves the right to supplement this response with
4 new or additional information if and when it becomes available.

5 Without waiving these objections, Weiser responds as follows: See documents
6 previously produced and identified by Bates Nos. WEISER000312; 000320-000322; 000338;
7 000345-000346; 000368-000372; 000376-000380.

8 **Request for Production No. 8:**

9 WEISER000379 (part of the 1992 Account statement produced by Weiser) reflects a
10 sale of 3,316,666 shares of ANAVEX LIFE SCIENCE CORP. stock on April 2, 2013. In
11 connection with that sale of stock, produce: (a) any documentary evidence that Skarpelos
12 authorized the stock to be sold; (b) any documentary evidence that an authorized agent of
13 Skarpelos authorized the stock to be sold; (c) any notice, letter, memorandum or alert sent to
14 Skarpelos or an authorized agent of Skarpelos advising Skarpelos that the ANAVEX LIFE
15 SCIENCE CORP. stock was going to be sold; (c) any documents that reflect: (1) the sale of the
16 stock; (2) the consideration paid for the stock; (3) the receipt by Weiser of the sales
17 consideration for the stock; and (4) the payment of the stock sales proceeds to Skarpelos; and
18 (d) any documentary evidence that Skarpelos or an authorized agent of Skarpelos was advised
19 the ANAVEX LIFE SCIENCE CORP. stock had been sold.

20 **Response to Request for Production No. 8:**

21 Objection. Not all of the documents are in Weiser's possession, custody, or control.
22 Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Also,
23 Skarpelos has not yet identified all of his authorized agents. Further, this request is overbroad,
24 burdensome, and violative of the requirement that requests be stated with particularity in that it
25 seeks documents that "reflect" a given subject matter. The request is thus irrelevant to the extent
26 that it seeks to discover evidence not reasonably calculated to lead to the discovery of
27 admissible evidence. Last, discovery is continuing and Weiser reserves the right to supplement
28 this response with new or additional information if and when it becomes available.

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

1 Without waiving these objections, Weiser responds as follows: See documents
2 previously produced and identified by Bates Nos. WEISER000312-000313; 000328-000338;
3 000368-000372; 000376-000377.

4 The undersigned affirms that this document does not contain the social security number
5 of any person.

6 DATED this 24th day of March, 2017

7
8 By 

Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, NV 89511
Telephone: (775) 327-3000
Facsimile: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

13 Attorneys for Defendant Weiser Asset
14 Management, Ltd.

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

CERTIFICATE OF SERVICE

I, Brenda Toriyama, certify:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On March 24, 2017, I served the foregoing **CROSS DEFENDANT WEISER ASSET MANAGEMENT, LTD.'S RESPONSES TO CROSS-CLAIMANT'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** by placing a true copy thereof in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Clay P. Brust, Esq.
Robison, Belaustegui, Sharp & Low
71 Washington Street
Reno, Nevada 89503
cbrust@rbsllaw.com

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101
awalkerlaw@aol.com

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com
cwicker@woodburnandwedge.com

Brenda Toriyama
Brenda Toriyama

EXHIBIT 6

EXHIBIT 6

1 CODE NO. 1945

2
3
4
5
6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE

8 * * *

9 NEVADA AGENCY AND TRANSFER COMPANY,
10 a Nevada corporation,

11 Plaintiff,

Case No. CV15-02259

12 vs.

Dept. No. 10

13 WEISER ASSET MANAGEMENT, LTD., a
Bahamas company, et al.,

14 Defendants.
15 _____/

16 **RECOMMENDATION FOR ORDER**

17 The complaint in this interpleader action was filed on November 18, 2015, by Plaintiff Nevada
18 Agency & Transfer Co., and an amended complaint was filed on April 29, 2016. Plaintiff is the stock
19 transfer agent for a Nevada corporation named Anavex Life Science Corp. ("Anavex"). Plaintiff
20 received a stock certificate representing shares of Anavex common stock along with a request to
21 effect a transfer of ownership of such shares on the books and records of Anavex. Defendants
22 Weiser Asset Management, Ltd., and Weiser (Bahamas) Ltd. (collectively, "Weiser"), and
23 Athanasios Skarpelos ("Skarpelos"), claim an ownership interest in the certificate received by
24 Plaintiff, and each refutes the claimed ownership interest of the other. Defendants have answered
25 Plaintiff's complaint and asserted cross-claims against each other.

26 This case was exempted from the Court Annexed Arbitration Program on April 8, 2016.

1 Counsel for all parties participated in an early case conference on August 1, 2016, and the parties
2 filed a joint case conference report on August 23, 2016. The parties are scheduled to commence
3 trial in this action on June 4, 2018.

4 To investigate Weiser's claim to the Anavex stock, Skarpelos served it with a request for
5 production of documents, and Weiser served its response on March 24, 2017. Skarpelos perceived
6 the response to be deficient. On March 25, 2017, counsel for Skarpelos emailed a letter to Weiser's
7 counsel stating his concerns about Weiser's response. Weiser's counsel sent a response email on
8 March 29, 2017, essentially disputing that the response was deficient, but agreeing to discuss the
9 matter further. Over the ensuing months, Skarpelos' counsel sent additional emails and an emailed
10 letter reiterating his client's concerns and attempting to ascertain whether additional responsive
11 documents would be forthcoming. Counsel did not receive responses to those communications.

12 On July 28, 2017, Skarpelos filed a *Motion to Compel*. The motion seeks an order
13 compelling Weiser to produce any documents responsive to Category Nos. 2, 3, 4, 5, 6, and 8 of his
14 request for production.¹ *Weiser's Opposition to Motion to Compel* was filed on August 14, 2017.
15 Skarpelos filed his *Reply in Support of Motion to Compel* on August 21, 2017, and the motion was
16 submitted for decision on that same date.

17 A. Category No. 2

18 According to Skarpelos, Weiser's claim to the disputed stock was based, at least in part,
19 upon an alleged brokerage account established by Skarpelos with Weiser. Although Weiser
20 typically uses an "Account Agreement Terms and Conditions" when it opens a new account,
21 Skarpelos disputes that he ever signed such a document. In response to a separate request,
22 Weiser produced an unsigned copy of its terms and conditions. But in Category No. 2 of his
23 request, Skarpelos asks Weiser to "[p]roduce any copy of the Terms and Conditions that are signed
24 or acknowledged by Skarpelos." Weiser's response is as follows:

25 ¹ To the extent that Skarpelos might have intended that this motion also pertain to Category Nos. 1 and 7, the
26 motion must be denied. Neither the communications identifying the perceived deficiencies in Weiser's response, nor the
motion to compel, specifically identifies those two categories as disputed matters.

1 Objection. Not all of the documents are in Weiser's possession, custody, or
2 control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of
3 such documents. Further, discovery is continuing and Weiser reserves the right to
4 supplement this response with new or additional information if and when it becomes
5 available.

6 Without waiving these objections, Weiser responds as follows: Weiser has no
7 documents responsive to this request.

8 Skarpelos argues that Weiser failed to properly respond to this category.

9 Under NRCP 34(a)(1), the party served with a request for production of documents is only
10 required to produce responsive documents within that party's possession, custody, or control. But
11 the fact that a party does not have possession, custody, or control over a requested document does
12 not make the request objectionable. Moreover, a party who lacks possession, custody, or control of
13 a requested document may properly advise the requesting party where that document might be
14 found. Likewise, the assertions that "discovery is continuing" and that the responding party
15 "reserves the right to supplement this response with new or additional information if and when it
16 becomes available" are not proper objections. The former response is merely a statement of fact,
17 and the latter is an obligation imposed by NRCP 26(e)(2). Therefore, Weiser has not asserted any
18 meritorious objections to Category No. 2.

19 Nevertheless, Weiser has stated, without equivocation, that it "has no documents responsive
20 to this request." Therefore, Skarpelos has received a proper response to Category No. 2—Weiser
21 has no such documents. At this time, Skarpelos has not demonstrated that Weiser's response is
22 false, incomplete, or otherwise inaccurate. Therefore, no further response to Category No. 2 is
23 required.²

24 B. Category No. 3

25 In this category, Skarpelos asks Defendant to do the following: "If you do not have a copy of
26 the Terms and Conditions signed or acknowledged by Skarpelos, produce any other document you
may have that is signed or acknowledged by Skarpelos in which he agrees to be bound by the
Terms and Conditions. Weiser's response is as follows:

² Of course, if Weiser has possession, custody, or control of the documents sought in Category No. 2—or any other category of this request to which an objection has not been sustained—then it must produce them immediately.

1 Objection. Not all of the documents are in Weiser's possession, custody, or
2 control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of
3 such documents. Further, discovery is continuing and Weiser reserves the right to
4 supplement this response with new or additional information if and when it becomes
5 available.

6 Without waiving these objections, Weiser responds as follows: See
7 documents previously produced and identified by Bates Nos. WEISER000136-
8 000141; 000156-000158; 000207-000209; 000231; 000282-000291; 000293;
9 000314; 000352-000367.

10 As explained above, the statements set forth in the first paragraph of this response do not constitute
11 objections. In the second paragraph, Weiser identifies eight documents that it maintains are
12 responsive to this category. Skarpelos need not agree with Weiser's assertion that these are
13 documents "in which he agrees to be bound by the Terms and Conditions," and Skarpelos is free
14 to depose one or more individuals in an effort to obtain an explanation as to how he agreed to be
15 bound by the terms and conditions through execution of these documents. But Skarpelos has not
16 shown that Weiser currently has possession, custody, or control of any additional responsive
17 documents. Therefore, no further response to Category No. 3 is required.

18 C. Category No. 4

19 In Category No. 4, Weiser is asked to do the following:

20 Produce full and complete copies of: (a) any application or other document signed by
21 Skarpelos requesting Weiser to open the 2992 Account; (b) any other document
22 signed by Skarpelos related to the opening or creation of the 2992 Account; and (c)
23 any other document signed by any person purporting to have authority to sign on
24 behalf of Skarpelos related to opening or creation of the 2992 Account.

25 Weiser's response is as follows:

26 Objection. This request is overbroad, burdensome, and violative of the
 requirement that requests be stated with particularity in that it seeks documents that
 "relate" to a given subject matter. The request is thus irrelevant to the extent that it
 seeks to discover evidence not reasonably calculated to lead to the discovery of
 admissible evidence. Also, not all of the documents are in Weiser's possession,
 custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has
 copies of such documents. Further, discovery is continuing and Weiser reserves the
 right to supplement this response with new or additional information if and when it
 becomes available.

 Without waiving these objections, Weiser responds as follows: See
 documents previously produced and identified by Bates Nos. WEISER000136-
 000141; 000156-000158; 000207-000209; 000231; 000282-000291; 000293; 000314;
 000352-000367.

1 Some of the objections asserted in this response have been addressed previously. They are not
2 valid objections, and do not provide a proper basis for withholding any responsive documents within
3 Weiser's possession, custody, or control.

4 Weiser's objection based upon the form of the request is different. NRCP 34(b)(1)(A)
5 requires that all requests for production be stated with reasonable particularity. The use of omnibus
6 phrases like "related to" (or "evidencing," "concerning," "regarding," or similar terms) generally
7 contravenes that requirement. See, e.g., Perez v. El Tequila LLC, No. 12-CV-588-JED-PJC, 2014
8 WL 5341766, at *1 (N.D. Okla. Oct. 20, 2014) ("discovery requests seeking 'all documents referring
9 to, concerning, relating to' . . . are generally too vague and overbroad on their face and do not
10 describe with 'reasonable particularity' what is being sought") (emphasis added).³ Moreover, as
11 NRCP 34(b)(1)(A) makes clear, the party seeking documents generally bears the burden of
12 determining which kinds of documents "relate to" a stated subject (whether using that phrase or
13 similar language), and requesting those documents with reasonable particularity. A request for
14 documents that "relate to" a stated subject effectively, and improperly, shifts that burden to the

15 ³ Many courts have refused to enforce a request that uses this kind of formulation; in fact, courts have been
16 expressing concern over requests that use this kind of phrasing for almost seventy years. See, e.g., Hartford Fire Ins. Co.
17 v. P & H Cattle Co., No. 05-2001-DJW, 2009 WL 2951120, at *11 (D. Kan. Sept. 11, 2009) (request for "all documents
18 maintained by the Plaintiff concerning any of the Defendants" not made with reasonable particularity) (emphasis added);
19 United States ex rel. Smith v. Boeing Co., No. 05-1073-WEB, 2009 WL 2777278, at *8 n.16 (D. Kan. Aug. 27, 2009)
20 ("[s]imply asking a party to provide testimony concerning a 390-page contract or a 1990-page manual does not satisfy the
21 requirement of reasonable particularity" for purposes of NRCP 30(b)(6)) (emphasis added); Lopez v. Chertoff, No. CV 07-
22 1566-LEW, 2009 WL 1575214, at *2 (E.D. Cal. June 2, 2009) (request for all documents "referring to [or] relating to"
23 plaintiff from defendant sheriff was overly broad and lacked reasonable particularity); Aikens v. Deluxe Fin. Servs., Inc.,
24 217 F.R.D. 533, 538 (D. Kan. 2003) (request for all documents "regarding" or "relating to" the lawsuit and eleven plaintiffs
25 and eight EEOC charges was overly broad and unduly burdensome on its face); Robbins v. Camden City Bd. of Educ., 105
26 F.R.D. 49, 60 (D.N.J. 1985) (request for documents that "refer or relate" to plaintiff's employment "is too broad and
ambiguous to meet the 'reasonable particularity' standard of Rule 34"); Westhemeco Ltd. v. New Hampshire Ins. Co., 82
F.R.D. 702, 709 (S.D.N.Y. 1979) (motion to compel denied with regard to interrogatory that requested identification of
"each document in the claim file and the underwriting file maintained by defendant with respect to the subject policy and
claim which is the subject of this action") (emphasis added), modified on other grounds sub nom. Commercial Union Ins.
Co. v. Albert Pipe & Supply, 484 F. Supp. 1153 (S.D.N.Y. 1980); Camco, Inc. v. Baker Oil Tools, Inc., 45 F.R.D. 384, 387
(S.D. Tex. 1968) (request for "[a]ll files relating to the making and first reducing to practice of the alleged inventions, the
decisions to file patent applications on the alleged inventions, and the prosecution of applications relating to any of the
patents described in paragraph (1)" was not made with reasonable particularity) (emphasis added); Pickett v. L.R. Ryan,
Inc., 237 F. Supp. 198, 200 (E.D.S.C. 1965) (request for "the investigative file of the Travelers Insurance Company
pertaining to the explosion alleged in the Libel herein" was not made with reasonable particularity) (emphasis added);
Dynatron Corp. v. U.S. Rubber Co., 27 F.R.D. 480, 481 (D. Conn. 1961) (request for all documents "relating to" specific
polyester resins was not made with reasonable particularity); Kurt M. Jachmann Co. v. Marine Office of Am., 17 F.R.D. 42,
43-44 (S.D.N.Y. 1955) (request for all documents "relating to" certain enumerated matters was not made with reasonable
particularity); Hare v. S. Pac. Co., 9 F.R.D. 307, 307-08 (N.D.N.Y. 1949) (denying request for production of all reports,
investigations, and statements "relating to" the accident upon which action was based).

1 responding party. A request for every document that "relates to" a particular subject requires the
2 responding party to ascertain for itself which documents might "relate"—in any conceivable way, no
3 matter how tenuous the nexus—to the stated subject. Not surprisingly, opponents in litigation might
4 have very different ideas about whether a given document is "related to" a particular subject. If this
5 kind of request were allowed, a requesting party could improperly conscript the responding party and
6 its counsel to educate the requesting party as to which kinds of documents "relate to" a given
7 subject. This would allow the requesting party "to perform its functions without wits or on wits
8 borrowed from the adversary," see Hickman v. Taylor, 329 U.S. 495, 516 (1947) (Jackson, J.,
9 concurring), and essentially would violate the work-product doctrine.

10 In addition, this kind of formulation frequently encompasses a broad array of facts and
11 circumstances, some of which have little or no relevance to the subject matter involved in the
12 pending action. "Where it is sought to discover information which can have no possible bearing on
13 the determination of the action on its merits, it can hardly be within the rule." Washoe Cty. Bd. of
14 Sch. Trs. v. Pirhala, 84 Nev. 1, 5, 435 P.2d 756, 758 (1968) (quoting Jeppesen v. Swanson, 68
15 N.W.2d 649, 657 (Minn. 1955)). Put differently, a request that encompasses irrelevant information is
16 not permissible merely because it also happens to include relevant material; such a request may be
17 narrowed or denied by the Court, with or without a proper motion or objection. See NRCp
18 26(b)(2)(iii). A court may overlook a party's use of the phrase "related to" (or similar phrasing) if the
19 kinds of documents sought by the requesting party are otherwise apparent (and discovery of those
20 documents is otherwise appropriate).⁴ But most often, a party's use of this type of formulation is
21 objectionable.

22 ⁴ For example, a hypothetical request for "all documents relating to bank statements" (for a particular bank
23 account at a specified bank over a given period of time) might be enforced; the court might choose to simply disregard
24 "documents relating to" and enforce the remainder of the request for the bank statements. But the Court may properly
25 engage in this course only if the request provides specific guidance about what is sought, and the documents are
26 otherwise discoverable. See Johnson v. Kraft Foods N. Am., Inc., 236 F.R.D. 535, 542 (D. Kan. 2006) ("[t]he Court,
however, will not compel further response [to a request for production] when inadequate guidance exists to determine the
proper scope of a request"); Mackey v. IBP, Inc., 167 F.R.D. 186, 198 (D. Kan. 1996) (to require an answer to an
interrogatory without sufficient guidance typically involves an improper arbitrary determination by the court); cf. MBIA Ins.
Corp. v. Countrywide Home Loans, Inc., 895 N.Y.S.2d 643, 650 (Sup. Ct. 2010) ("[o]rdinarily, the courts eschew pruning
overbroad disclosure demands, preferring instead to strike the requests in total and leaving the propounding party to
reformulate its requests"); In re TIG Ins. Co., 172 S.W.3d 160, 168 (Tex. App. 2005) ("[t]he burden to propound discovery
complying with the rules of discovery should be on the party propounding the discovery, and not on the courts to redraft
overly broad discovery so that, as re-drawn by the court, the requests comply with the discovery rules").

1 The gist of Category No. 4 is that Skarpelos is seeking documents through which the
2 referenced account was opened, and he uses subparts in making that request. The first is for "any
3 application or other document signed by Skarpelos requesting Weiser to open the 2992 Account."
4 This subpart does not use omnibus phrasing and no other objection is asserted by Weiser. Further,
5 the request is not patently objectionable. Therefore, subpart (a) is permissible as drafted.

6 In subpart (b), Skarpelos seeks "any other document signed by Skarpelos related to the
7 opening or creation of the 2992 Account." In Subpart (c), he similarly seeks "any other document
8 signed by any person purporting to have authority to sign on behalf of Skarpelos related to opening
9 or creation of the 2992 Account." As drafted, these subparts are problematic for the reasons stated
10 above. But the purpose of Category No. 4 is otherwise apparent—to obtain documents used to
11 open or create this account. Therefore, the Court will disregard the term "related to," but will
12 otherwise enforce these subparts. Subpart (b) will be construed as encompassing only "any other
13 document signed by Skarpelos to open or create the 2992 Account," and subpart (c) will be similarly
14 construed as including only "any other document signed by any person purporting to have authority
15 to sign on behalf of Skarpelos to open or create the 2992 Account."

16 In the last paragraph of its response, Weiser identifies the same eight documents that it
17 previously identified in its response to Category No. 3. This response is permissible as far as it
18 goes. However, the possibility exists that one or more other responsive documents were not
19 produced by Weiser based upon its objections to subparts (b) and (c). Therefore, Weiser must
20 serve an amended response to Category No. 4, without objections, in which it identifies all
21 documents within its possession, custody, or control that are responsive to Category No. 4, as
22 narrowed by the Court. To the extent that identified documents have not already been produced,
23 then Weiser must produce them with the amended response.

24 D. Category No. 5

25 In this category, Weiser is asked to "[p]roduce copies of any account statements, summaries
26 of account statements or any similar statements for the 2992 Account for the periods: (a) between

1 the inception of the account and February 1, 2013; and (b) between January 1, 2013, to the
2 present." Its response is as follows:

3 Objection. Not all of the documents are in Weiser's possession, custody, or
4 control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of
5 such documents. Also, the request is irrelevant to the extent that it seeks to discover
6 evidence not reasonably calculated to lead to the discovery of admissible evidence.
7 Further, discovery is continuing and Weiser reserves the right to supplement this
8 response with new or additional information if and when it becomes available.

9 Without waiving these objections, Weiser responds as follows: Weiser has no
10 documents responsive to this request.

11 As explained in connection with Category No. 2, the statements in the first paragraph of this
12 response do not constitute valid objections. Nevertheless, Weiser has stated, without equivocation,
13 that it "has no documents responsive to this request." Therefore, Skarpelos has received a proper
14 response to Category No. 5—Weiser has no such documents. At this time, Skarpelos has not
15 demonstrated that Weiser's response is false, incomplete, or otherwise inaccurate. Therefore, no
16 further response to Category No. 5 is required.

17 E. Category No. 6

18 In Category No. 6, Skarpelos asks Weiser to "[p]roduce copies of any documents that reflect
19 or evidence that account statements, summaries of account statements or other similar documents
20 relating to the 2992 Account were ever mailed, emailed or otherwise delivered to Skarpelos or any
21 authorized agent of Skarpelos." Weiser's response is as follows:

22 Objection. Not all of the documents are in Weiser's possession, custody, or
23 control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of
24 such documents. Also, Skarpelos has not yet identified all of his authorized agents.
25 Further, discovery is continuing and Weiser reserves the right to supplement this
26 response with new or additional information if and when it becomes available.

 Without waiving these objections, Weiser responds as follows: See
documents previously produced and identified by Bates Nos. WEISER000378-
000380.

 Most of the statements in the first paragraph of Weiser's response have been addressed previously,
and do not constitute objections. The statement that "Skarpelos has not yet identified all of his
authorized agents" arguably constitutes a valid objection. Weiser is essentially stating that it cannot

1 fairly be asked to produce the requested documents that were delivered to "any authorized agent of
2 Skarpelos" until he has identified all authorized agents.

3 However, in responding to a request for production, a party must produce responsive
4 documents to the extent that the request is not objectionable. See NRCP 34(b)(2)(C). Therefore,
5 Weiser must produce the documents described in this category to the extent that they were ever
6 mailed, emailed, or otherwise delivered to Skarpelos or any person believed by Weiser to be an
7 authorized agent of Skarpelos. Although Weiser has identified one three-page document, its
8 response raises the possibility that other responsive documents were withheld from production
9 based upon its objection. Therefore, Weiser must serve an amended response to Category No. 6, in
10 which it identifies all documents in its possession, custody, or control that are responsive to this
11 category, as explained above. To the extent that identified documents have not already been
12 produced, then Weiser must produce them with the amended response.

13 F. Category No. 8

14 In its complaint, Plaintiff alleges that in 2009, it effected a transfer of 6,633,332 shares of
15 Anavex common stock from Anavex to Skarpelos, and issued a stock certificate to Skarpelos.⁵
16 Weiser produced a document as part of its NRCP 16.1 initial disclosures showing that half of
17 Skarpelos' Anavex stock was sold in April 2013. In Category No. 8, Skarpelos asks Weiser to do the
18 following:⁶

19 WEISER000379 (part of the 2992 Account statement produced by Weiser) reflects a
20 sale of 3,316,666 shares of ANAVEX LIFE SCIENCE CORP. stock on April 2, 2013.
21 In connection with that sale of stock, produce: (a) any documentary evidence that
22 Skarpelos authorized the stock to be sold; (b) any documentary evidence that an
23 authorized agent of Skarpelos authorized the stock to be sold; (c) any notice, letter,
24 memorandum or alert sent to Skarpelos or an authorized agent of Skarpelos advising
25 Skarpelos that the ANAVEX LIFE SCIENCE CORP. stock was going to be sold; (d)
26 any documents that reflect: (1) the sale of the stock; (2) the consideration paid for the
27 stock; (3) the receipt by Weiser of the sales consideration for the stock; and (4) the

24 ⁵ In March 2013, Skarpelos informed Plaintiff that it lost this certificate, along with another certificate, and
25 requested a replacement for the two lost certificates. Plaintiff issued the replacement certificate, and placed stop transfer
26 orders against the two lost certificates.

26 ⁶ In the response attached as an exhibit to Skarpelos' motion, the five subparts of this category are identified as
(a), (b), (c), (c), and (d). The Court does not know whether this error was made in the original request or only in the
response. In any event, in this decision the last two subparts have been redesignated as (d) and (e), respectively, for
clarity.

1 payment of the stock sales proceeds to Skarpelos; and (e) any documentary
2 evidence that Skarpelos or an authorized agent of Skarpelos was advised the
ANAVEX LIFE SCIENCE CORP. stock had been sold.

3 Weiser's response is as follows:

4 Objection. Not all of the documents are in Weiser's possession, custody, or
5 control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of
6 such documents. Also, Skarpelos has not yet identified all of his authorized agents.
7 Further, this request is overbroad, burdensome, and violative of the requirement that
8 requests be stated with particularity in that it seeks documents that "reflect" a given
subject matter. The request is thus irrelevant to the extent that it seeks to discover
evidence not reasonably calculated to lead to the discovery of admissible evidence.
Last, discovery is continuing and Weiser reserves the right to supplement this
response with new or additional information if and when it becomes available.

9 Without waiving these objections, Weiser responds as follows: See
10 documents previously produced and identified by Bates Nos. WEISER000312-
000313; 000328-000338; 000368-000372; 000376-000377.

11 Each statement in the first paragraph of this response has already been addressed. As explained
12 previously, the statements that Skarpelos has not identified all of his authorized agents and that the
13 category uses omnibus phrasing have merit. The Court must therefore analyze the subparts of this
14 category to determine the extent to which those objections render the request unenforceable.

15 In subpart (a), Skarpelos seeks "any documentary evidence that Skarpelos authorized the
16 stock to be sold." This subpart does not implicate the need for identification of authorized agents,
17 and does not employ objectionable omnibus phrasing. If Weiser has possession, custody, or control
18 of documents purporting to show that Skarpelos authorized the referenced stock sale, then Weiser
19 must produce it.

20 In subpart (b), Weiser is asked to produce "any documentary evidence that an authorized
21 agent of Skarpelos authorized the stock to be sold." This subpart does not employ objectionable
22 omnibus phrasing, but it raises an issue over whether Skarpelos has identified all of his authorized
23 agents. Therefore, the Court will use the approach described previously—Weiser must produce the
24 documents described in subpart (b) to the extent that it is maintaining that a given document shows
25 that an individual believed by Weiser to be an authorized agent of Skarpelos authorized the stock to
26 be sold.

1 Subpart (c) is a request for "any notice, letter, memorandum or alert sent to Skarpelos or an
2 authorized agent of Skarpelos advising Skarpelos that the ANAVEX LIFE SCIENCE CORP. stock
3 was going to be sold." This subpart does not employ objectionable omnibus phrasing, but it raises
4 an issue over whether Skarpelos has identified all of his authorized agents. For reasons explained
5 previously, Weiser must produce the requested documents described in this subpart to the extent
6 that the document was either sent to Skarpelos or to an individual believed by Weiser to be an
7 authorized agent of Skarpelos.

8 Skarpelos' use of the omnibus term "reflect" in subpart (d) is objectionable for reasons
9 explained previously, and will not be enforced. However, to the extent Weiser is maintaining or
10 agrees that 3,316,666 shares of Skarpelos' Anavex shares were sold on April 2, 2013, this subpart
11 fairly includes any written agreement pursuant to which the sale occurred, any documents through
12 which payment was made by the purchaser of that stock, and any documents through which
13 payment of the sales proceeds was made to Skarpelos. Subpart (d) will be enforced to this limited
14 extent.

15 In subpart (e), Skarpelos seeks "any documentary evidence that Skarpelos or an authorized
16 agent of Skarpelos was advised the ANAVEX LIFE SCIENCE CORP. stock had been sold." This
17 subpart does not employ objectionable omnibus phrasing, but it raises an issue over whether
18 Skarpelos has identified all of his authorized agents. For reasons explained previously, Weiser must
19 produce any document through which Skarpelos or an individual believed by Weiser to be an
20 authorized agent of Skarpelos was advised that the referenced Anavex stock was sold.

21 In the second paragraph of its response, Weiser identifies twenty pages of documents.
22 However, its response raises the possibility that other responsive documents were withheld from
23 production based upon its objections. Therefore, Weiser must serve an amended response to
24 Category No. 8, in which it identifies all documents in its possession, custody, or control that are
25 responsive to this category, as explained and narrowed above. To the extent that identified
26 documents were not already produced, then Weiser must produce them with the amended response.

1 ACCORDINGLY, Skarpelos' *Motion to Compel* should be GRANTED in part, and DENIED in
2 part.

3 IT SHOULD, THEREFORE, BE ORDERED that Weiser serve upon Skarpelos, without
4 objections and no later than November 13, 2017, an amended response to Category Nos. 4, 6, and
5 8 of the NRCP 34 request for production previously served upon it by Skarpelos, and produce any
6 additional responsive documents not already produced, to the extent required by and in accordance
7 with this decision.

8 DATED: This 31st day of October, 2017.

9
10 
11 WESLEY M. AYRES
12 DISCOVERY COMMISSIONER
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

CASE NO. CV15-02259

I certify that I am an employee of the SECOND JUDICIAL DISTRICT COURT of the STATE OF NEVADA, COUNTY OF WASHOE; that on the 31st day of October, 2017, I electronically filed the **RECOMMENDATION FOR ORDER** with the Clerk of the Court by using the ECF system.

I further certify that I transmitted a true and correct copy of the foregoing document by the method(s) noted below:

Electronically filed with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

ALEXANDER H. WALKER III, ESQ., for NEVADA AGENCY AND TRANSFER COMPANY

CLAYTON P. BRUST, ESQ. for NEVADA AGENCY AND TRANSFER COMPANY

JOHN FRANCIS MURTHA, ESQ. for ATHANASIOS SKARPELOS

WALTER CHRIS WICKER, ESQ. for ATHANASIOS SKARPELOS

JEREMY J. BORK, ESQ. for WEISER (BAHAMAS) LTD., WEISER ASSET MANAGEMENT, LTD.

FRANK Z. LaFORGE, ESQ. for WEISER (BAHAMAS) LTD., WEISER ASSET MANAGEMENT, LTD.

Deposited in the Washoe County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada: [NONE]

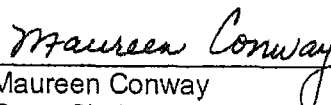

Maureen Conway
Court Clerk

EXHIBIT 7

EXHIBIT 7

DISC

Jeremy J. Nork (SBN 4017)
 Frank Z. LaForge (SBN 12246)
 HOLLAND & HART LLP
 5441 Kietzke Lane, Second Floor
 Reno, Nevada 89511
 Tel: (775) 327-3000; Fax: (775) 786-6179
 jnork@hollandhart.com
 fzlaforge@hollandhart.com

Attorneys for Defendants

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

Plaintiff,

v.

**WEISER ASSET MANAGEMENT, LTD.
 AND WEISER (BAHAMAS) LTD'S
 FIRST SUPPLEMENTAL RESPONSES
 TO DEFENDANT/CROSS-CLAIMANT'S
 SECOND SET OF REQUESTS FOR
 PRODUCTION OF DOCUMENTS**

WEISER ASSET MANAGEMENT, LTD., a
 Bahamas company, et al.,

Defendants.

Defendants Weiser Asset Management Ltd. and Weiser (Bahamas) Ltd. (collectively, "Weiser"), by and through counsel Holland & Hart LLP, hereby supplements the responses to defendant and cross-claimant Athanasios Skarpelos's Second Set of Requests for Production of Documents as follows:

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production No. 1:

Produce full and complete copies of: (a) any application or other document signed by Skarpelos requesting Weiser to open the 2992 Account; (b) any other document signed by Skarpelos related to the opening or creation of the 2992 Account; and (c) any other document signed by any person purporting to have authority to sign on behalf of Skarpelos related to opening or creation of the 2992 Account.

Response to Request for Production No. 1:

Pursuant to the Recommendation for Order dated October 31, 2017, the Court has ordered that Weiser respond to subpart (a) of this Request as written, to subpart (b) as if it encompasses only "any other document signed by Skarpelos to open or create the 1992 Account," and to subpart (c) as if it only encompasses "any other document signed by any person purporting to have authority to sign on behalf of Skarpelos to open or create the 1992 Account." In light of this Recommendation for Order, Weiser responds as follows: Other than the documents already produced, Weiser has no documents responsive to this request.

Request for Production No. 2:

Produce copies of any documents that reflect or evidence that account statements, summaries of account statements or other similar documents relating to the 1992 Account were ever mailed, emailed or otherwise delivered to Skarpelos or any authorized agent of Skarpelos.

Response to Request for Production No. 2:

Pursuant to the Recommendation for Order dated October 31, 2017, the Court has ordered that Weiser respond to this request and produce documents described in this category to the extent that they were ever mailed, emailed, or otherwise delivered to Skarpelos or any person believed by Weiser to be an authorized agent of Skarpelos. In light of this Recommendation for Order, Weiser responds as follows: Other than the documents already produced, Weiser has no documents responsive to this request.

Request for Production No. 3:

WEISER000379 (part of the 1992 Account statement produced by Weiser) reflects a sale of 3,316,666 shares of ANAVEX LIFE SCIENCE CORP. stock on April 2, 2013. In connection with that sale of stock, produce: (a) any documentary evidence that Skarpelos authorized the stock to be sold; (b) any documentary evidence that an authorized agent of Skarpelos authorized the stock to be sold; (c) any notice, letter, memorandum or alert sent to Skarpelos or an authorized agent of Skarpelos advising Skarpelos that the ANAVEX LIFE SCIENCE CORP. stock was going to be sold; (c) any documents that reflect: (1) the sale of the stock; (2) the consideration paid for the stock; (3) the receipt by Weiser of the sales

1 consideration for the stock; and (4) the payment of the stock sales proceeds to Skarpelos; and
2 (d) any documentary evidence that Skarpelos or an authorized agent of Skarpelos was advised
3 the ANAVEX LIFE SCIENCE CORP. stock had been sold.

4 **Response to Request for Production No. 3:**

5 Pursuant to the Recommendation for Order dated October 31, 2017, the Court has
6 ordered that Weiser respond to subpart (a) of this Request to the extent that Weiser has
7 possession, custody, or control of documents purporting to show that Skarpelos authorized the
8 referenced stock sale, to subpart (b) to the extent that Weiser is maintaining that a given
9 document shows that an individual believed by Weiser to be an authorized agent of Skarpelos
10 authorized the stock to be sold, to subpart (c) to the extent that there are documents that were
11 either sent to Skarpelos or to an individual believed by Weiser to be an authorized agent of
12 Skarpelos, to subpart (d) as if it encompasses any written agreement pursuant to which the sale
13 occurred, any documents through which payment was made by the purchaser of that stock, and
14 any document through which payment of the sales proceeds was made to Skarpelos, and to
15 subpart (e) to the extent that there are documents through which Skarpelos or an individual
16 believed by Weiser to be an authorized agent of Skarpelos was advised that the referenced
17 Anavex stock was sold. In light of this Recommendation for Order, Weiser responds as
18 follows: Other than the documents already produced, Weiser has no documents responsive to
19 this request.

20 DATED this 13th day of November, 2017

21
22 By 

Jeremy J. Nork (SBN 4017)

Frank Z. LaForge (SBN 12246)

HOLLAND & HART LLP

5441 Kietzke Lane, Second Floor

Reno, NV 89511

23
24
25 Attorneys for Defendants
26
27
28

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On November 13, 2017, I served **WEISER ASSET MANAGEMENT, LTD. AND WEISER (BAHAMAS) LTD'S FIRST SUPPLEMENTAL RESPONSES TO DEFENDANT/CROSS-CLAIMANT'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**, by placing a true copy thereof in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Clay P. Brust, Esq.
Robison, Belaustegui, Sharp & Low
71 Washington Street
Reno, Nevada 89503

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89505



Martha Hauser

EXHIBIT 8

EXHIBIT 8

DISC

Jeremy J. Nork (SBN 4017)
 Frank Z. LaForge (SBN 12246)
 HOLLAND & HART LLP
 5441 Kietzke Lane, Second Floor
 Reno, Nevada 89511
 Tel: (775) 327-3000; Fax: (775) 786-6179
 jnork@hollandhart.com
 fzlaforge@hollandhart.com

Attorneys for Defendants/Cross-claimants Weiser

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
 COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD.,
 a Bahamas company, WEISER
 (BAHAMAS) LTD, a Bahamas company,
 ATHANASIOS SKARPELOS, an
 individual, and DOES 1 through 10,

Defendants.

Case No. CV15-02259

Dept. No. 10

**RESPONSES TO CROSS-CLAIMANT
 ATHANASIOS SKARPELOS' THIRD
 SET OF REQUESTS FOR
 PRODUCTION OF DOCUMENTS TO
 CROSS DEFENDANTS WEISER ASSET
 MANAGEMENT LTD. AND WEISER
 (BAHAMAS) LTD.**

AND RELATED CROSS-ACTIONS.

REQUESTS FOR PRODUCTION

Request for Production No. 1:

Produce the ORIGINAL of Anavex Life Sciences Stock Certificate Number 660 that had previously been deposited with You by Cross-Claimant Anthanasios Skarpelos ("Skarpelos") for inspection by Skarpelos' counsel.

Response to Request for Production No. 1:

Weiser is not in possession of this document, which is currently in the possession of plaintiff Nevada Agency and Transfer Co.

Request for Production No. 2:

Previously you produced documents WEISER000378-380 which is identified as an Account Summary for Account No. 200-802992 for the period from February 1, 2013 through December 31, 2013. You also produced WEISER000352-000361 which appears to be an application for an account with You made by Skarpelos. At page WEISER000361 it appears, the application was approved by You and Account No. 11120001 was assigned to Skarpelos. Produce copies of any account statements for the 11120001 account for the period between the inception of the account (October 13, 2011) and December 31, 2015.

Response to Request for Production No. 2:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 3:

Produce full and complete copies of: (a) any application or other document signed by Skarpelos requesting You to open Account 200-802992; (b) any other document signed by Skarpelos to open or create Account 200-802992; and (c) an other document signed by any person purporting to have authority to sign on behalf of Skarpelos related to open or create Account 200-802992.

Response to Request for Production No. 3:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 4:

Previously you produced WEISER000341-000343 which has a subject line "Skarpelos email flow 2011-2013." Produce copies of all of the emails listed in the email flow that have not already been produced or that are not identified on Your "Redaction-Privilege Log" produced as part of your initial disclosures under NRCP 16.1.

Response to Request for Production No. 4:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 5:

Produce all emails sent to (A) Nick Boutsalis or (2) Primoris Group by (1) You, (2) Christos Livadas, (3) Howard Daniels or (4) Elias Souros that reference or discuss Anavex Life Sciences Stock Certificate Number 753 that had previously been deposited with You by Skarpelos for the period between January 1, 2013, and December 31, 2015.

Response to Request for Production No. 5:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 6:

Produce all emails received from (A) Nick Boutsalis or (2) Primoris Group by (1) You, (2) Christos Livadas, (3) Howard Daniels or (4) Elias Souros that reference or discuss Anavex Life Sciences Stock Certificate Number 753 that had previously been deposited with You by Skarpelos for the period between January 1, 2013, and December 31, 2015.

Response to Request for Production No. 6:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 7:

Paragraph 3 of the Amended Complaint in this matter filed on April 29, 2016, alleged:

Based upon information and belief, Plaintiff alleges that Defendant Weiser (Bahamas) Ltd. is a company organized and operated under the laws of the Bahamas, is also known as, or does business as, Weiser Ltd. and has asserted a claim or interest in the subject matter in this Amended Complaint.

You admitted the allegations of Paragraph 3 in your answer thereto.

The subject matter of the Amended Complaint is the ownership of 3,316,666 shares of Anavex Life Sciences Stock represented by stock certificate 753 which was deposited by Scarpelos with Weiser Asset Management Ltd. Produce the document or documents that evidence the transfer of Weiser Asset Management Ltd.'s control over stock certificate 753 to Weiser (Bahamas) Ltd.

Response to Request for Production No. 7:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 8:

WEISER000168 is an email from Nick Boutsalis to Christos Weiser Capita dated December 17, 2013. The first sentence of the email says "Further to your phon call and email." Produce the email to which Mr. Boutsalis is referring.

Response to Request for Production No. 8:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

Request for Production No. 9:

WEISER000111 is a letter from Elias Soursos to Nevada Agency and Transfer Company dated November 12, 2015. It was produced as a standalone document (no other pages were attached). The first paragraph of the letter says "Enclosed, pleas find the Anavex Life Sciences Corp share certificate #0753 (6,633,332) registered in the name of Anthanasios Skarpelos." Please produce the enclosure that was included with the letter.

Response to Request for Production No. 9:

Objection. Not all of the documents are in Weiser's possession, custody, or control. Specifically, Weiser believes that cross-claimant Skarpelos has copies of such documents. Further, discovery is continuing and Weiser reserves the right to supplement this response with new or additional information if and when it becomes available.

Without waiving these objections, Weiser responds as follows: Aside from the documents it has already produced, Weiser has no additional documents responsive to this request.

DATED this 6th day of February, 2018.

By


Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, NV 89511
Telephone: (775) 327-3000
Facsimile: (775) 786-6179

Attorneys for Defendants/Cross-claimants
Weiser

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:


I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor, Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

On February 6, 2018, I served **RESPONSES TO CROSS-CLAIMANT ATHANASIOS SKARPELOS' THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO CROSS DEFENDANTS WEISER ASSET MANAGEMENT LTD. AND WEISER (BAHAMAS) LTD.**, by electronic mail and by placing a true copy in Holland & Hart LLP's outgoing mail in a sealed envelope addressed as follows:

Alexander H. Walker III, Esq.
57 West 200 South, Suite 400
Salt Lake City, Utah 84101
awalkerlaw@aol.com

Clayton P. Brust
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, Nevada 89503
cbrust@rbsllaw.com

John F. Murtha, Esq.
W. Chris Wicker, Esq.
Woodburn and Wedge
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com


Martha Hauser

HOLLAND & L. LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

Code 1030

JOHN F. MURTHA, ESQ.

Nevada Bar No. 835

W. CHRIS WICKER, ESQ.

Nevada Bar No. 1037

WOODBURN AND WEDGE

Sierra Plaza

6100 Neil Road, Ste. 500

P.O. Box 2311

Reno, Nevada 89505

Telephone : (775) 688-3000

jmurtha@woodburnandwedge.com

cwicker@woodburnandwedge.com

Attorneys for Defendant/Cross-Claimant/Cross-Defendant
Athanasios Skarpelos

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada corporation,

Plaintiff,

vs.

Case No. CV15-02259
Dept. No. 10

WEISER ASSET MANAGEMENT, LTD.,
a Bahamas company; WEISER (BAHAMAS)
LTD., a Bahamas company; ATHANASIOS
SKARPELOS, an individual; and
DOES 1-10,

Defendants.

**AFFIDAVIT OF JOHN F.
MURTHA IN SUPPORT OF
SKARPELOS' MOTION
IN LIMINE**

AND RELATED CROSS-CLAIMS

1
2
3 STATE OF NEVADA)
)ss
4 COUNTY OF WASHOE)

5 I, John F. Murtha, declare and state as follows:

6 1. I am one of the attorneys for Anthanasios Skarpelos, a Defendant,
7 Cross-Claimant and Cross-Defendant in this matter.

8 2. I am over the age of 18 years and I have personal knowledge of the
9 matters stated herein.

10 3. I am submitting this Affidavit in support of a Skarpelos' Motion in
11 Limine ("Motion") being filed contemporaneously herewith. This Affidavit is not
12 being submitted for the purpose of delay.

13 4. The Motion is supported by 8 exhibits. Exhibits 1 and 2 are true and
14 correct copies of documents produced by Weiser Asset Management, Ltd.
15 ("Weiser") and Weiser (Bahamas), Ltd. ("Bahamas") as part of their initial
16 disclosures under the provisions of NRCP 16.1
17

18 5. Exhibits 3, 4, 5, 7 and 8 are true and correct copies of Weiser's
19 responses to some of Skarpelos' discovery requests in this case.

20 6. Bahamas sometimes served separate responses to some of
21 Skarpelos' discovery requests, but when it did, the responses were identical to
22 Weiser's responses.
23

24 7. Exhibit 6 is a true and correct copy of the Discovery Commissioner's
25 Recommendation for Order filed herein on October 31, 2017.
26

27 8. Exhibit 2 to the Motion is a Weiser account statement for the period
28 between February 1, 2013, and December 31, 2013, for account no. 200-802992

1 identified as Bates Nos. WEISER 378-380. Weiser and Bahamas also produced an
2 account statement for the same account for the same period as Bates Nos.
3 WEISER 407-409. Both account statements are identical.
4

5 9. Many of Weiser's and Bahamas discovery responses state that
6 discovery is continuing and additional answers to interrogatories and responses to
7 requests for production will be supplemented as additional information is obtained.
8 Other than as stated in the Motion, neither Weiser nor Bahamas has provided any
9 supplemental answers or responses to their discovery responses.
10

11 **AFFIRMATION**
12 **Pursuant to NRS 239B.030**

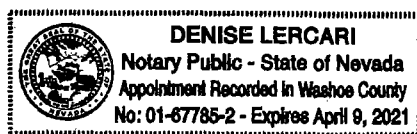
13 The undersigned does hereby affirm that the above-entitled document filed in
14 this matter does not contain the social security number of any person whomsoever.

15 DATED this 20th day of March, 2018.

16
17 
18 John F. Murtha

19 SUBSCRIBED and SWORN to before
20 me this 20 day of March, 2018.

21 
22 Notary Public



1
2
3 **CERTIFICATE OF SERVICE**

4 I certify that I am an employee of the law firm of Woodburn and Wedge, and that
5 on the 21 day of March, 2018, I caused the foregoing document to be delivered to
6 the parties entitled to notice in this action by:

7 _____ placing a true copy thereof in a sealed, stamped envelope with the United
8 States Postal Service at Reno, Nevada

9 ☒ personal delivery

10 _____ email

11 ☒ electronic filing

12 _____ Federal Express or other overnight delivery

13 as follows:

14 **Via ECF**

15 Alexander H. Walker III, Esq.
16 57 West 200 South, Ste. 400
17 Salt Lake City, Utah 84101

18 Clay P. Brust, Esq.
19 Robison, Sharp, Sullivan & Brust
20 71 Washington St.
21 Reno, NV 89503

22 **Via ECF and Hand Delivery**

23 Jeremy J. Nork, Esq.
24 Frank Z. LaForge, Esq.
25 Holland & Hart LLP
26 5441 Kietzke Lane, 2nd Flr.
27 Reno, Nevada 89511
28

Danise Bencari

1 **2645**

2 Jeremy J. Nork (SBN 4017)
3 Frank Z. LaForge (SBN 12246)
4 HOLLAND & HART LLP
5 5441 Kietzke Lane, Second Floor
6 Reno, Nevada 89511
7 Tel: (775) 327-3000; Fax: (775) 786-6179
8 jnork@hollandhart.com
9 fzlaforge@hollandhart.com

6 Attorneys for Defendants
7 Weiser Asset Management, Ltd. and Weiser Bahamas Ltd.

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10 NEVADA AGENCY AND TRANSFER
11 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

12
13 Plaintiff,

**WEISER'S OPPOSITION TO
SKARPELOS'S MOTION IN LIMINE**

14 v.

15 WEISER ASSET MANAGEMENT, LTD., a
16 Bahamas company, WEISER (BAHAMAS)
17 LTD., a Bahamas company, ATHANASIOS
18 SKARPELOS, an individual, and DOES 1
19 through 10,

20 Defendants.

21 **I. INTRODUCTION**

22 This is an interpleader dispute over who owns 3,316,666 shares of Anavex Life Sciences
23 Corp. ("Anavex") stock. In 2011, cross-claimant Athanasios Skarpelos deposited two Anavex
24 stock certificates to open an account with Weiser Asset Management Ltd. ("WAM"). Over the
25 next two years, Skarpelos proceeded to withdraw and run up a negative balance of about
26 \$150,000. Given his large debt and need for cash, he arranged to sell 3,316,666 of the Anavex
27 shares he had deposited with WAM to Weiser (Bahamas) Ltd. (dba "Weiser Capital") for
28 \$250,000 in April 2013. This transaction is demonstrated by the testimony of Skarpelos's
financial advisor and the owner of Weiser Capital, Christos Livadas. It is also demonstrated by

1 Skarpelos's 2013 WAM account statement, which expressly shows (a) the sale of 3,316,666
2 shares of Anavex stock on April 2, 2013, and (b) a corresponding credit of \$250,000 to
3 Skarpelos's WAM account that transformed his *negative* \$150,000 balance into a *positive*
4 balance of nearly \$100,000. It is further demonstrated by the fact that, after the April
5 transaction, Skarpelos proceeded to make several more withdrawals from his WAM account
6 until he had less than \$5,000 left. Finally, after Skarpelos was hospitalized for a period of time
7 in April and May, the parties memorialized the transaction in July 2013 in a fully executed
8 purchase-and-sale agreement and power of attorney.

9 Skarpelos's motion in limine seeks to prohibit WAM and Weiser Capital (collectively
10 "Weiser") from introducing "any evidence at trial that purports to prove they paid the Purchase
11 Price to Skarpelos other than the Account Statement." Athanasios Skarpelos' Motion In Limine
12 ("Motion") at 12. As demonstrated below, Skarpelos's request is grossly overbroad, particularly
13 given that the parties have yet to take any depositions in this case and trial is not set until
14 January 2019.

15 II. FACTS

16 A. Skarpelos opens an account with WAM in 2011 by depositing Certificate 17 Numbers 660 and 753 as collateral.

18 WAM is a Class-1 broker dealer maintaining custody of client assets over \$250 million.
19 Declaration of Christos Livadas In Support Of Weiser's Opposition to Skarpelos's (1) Motion
20 For Summary Judgment and (2) Motion In Limine ("Livadas Decl.") ¶4, attached hereto as
21 **Exhibit A**. WAM is registered and regulated by the Financial Services Authority and Securities
22 Commission of the Bahamas, and is a registered foreign broker-dealer in Canada regulated by
23 the Ontario Securities Commission. *Id.* WAM is audited annually by Grant Thornton, one of the
24 world's leading organizations of independent audit, tax, and advisory firms. *Id.*

25 Weiser Capital is an affiliate entity to WAM and provides investment banking advisory
26 services and deal arrangement as an investor in principal on behalf of WAM and its clients. *Id.*
27 ¶5. These functions are segregated between WAM and Weiser Capital for risk-management
28 purposes. *Id.*

1 Livadas is the owner and director of Weiser Holdings Ltd., the parent company of
2 WAM, which he acquired in 2014. *Id.* ¶2. He is also the owner and director of Weiser Capital,
3 which he founded in 2011. *Id.* Before 2014, Livadas also assisted Skarpelos in managing his
4 financial affairs, funding his business initiatives, and sourcing buyers for sales of his assets. *Id.*
5 ¶7. Skarpelos is an experienced investor from Greece and one of the founders of Anavex, a
6 pharmaceutical company. *Id.* ¶6. Livadas was thus the primary liaison between Skarpelos and
7 WAM, in addition to coordinating transactions with his other financial trustees or
8 administrators. *Id.* ¶7. Often this involved Livadas helping Skarpelos arrange for the sale of his
9 Anavex stock. *Id.* For example, in October 2007, Livadas helped Skarpelos arrange the sale of
10 950,000 restricted shares of Anavex stock when Skarpelos urgently needed money. *Id.*, Ex. 1.

11 Working with Livadas, Skarpelos applied to open an account with WAM in 2011. *Id.* ¶8,
12 Exs. 2–4; Affidavit Of Athanasios Skarpelos In Support Of Motion For Summary Judgment
13 (“Skarpelos Decl.”) ¶¶6–7. In his application, Skarpelos indicated that he would be “funding”
14 his account with “certificates for AVXL,” the NASDAQ designation for Anavex. Livadas Decl.,
15 Ex. 2 at page 9, Ex. 3. Accompanying the application was an Account Agreement Terms and
16 Conditions. *Id.*, Ex. 4. The terms and conditions provide that WAM “has a general and specific
17 lien over securities held in a Customer’s Account for all claims and money owing by the
18 Customer to ‘WAM’ in respect of operation of the Account and for any and all indebtedness to
19 ‘WAM’ howsoever arising and in whatever Account” *Id.*, Ex. 4 at §8. They further explain
20 that WAM has the right to “sell (or buy-in) securities held in the Account, with or without
21 notice, to satisfy debts owing to ‘WAM.’” *Id.*

22 **B. After he had withdrawn \$140,288 from his WAM account that was funded**
23 **with the Anavex stock, Skarpelos falsely informs NATCO that he lost**
24 **Certificate Numbers 660 and 753 and seeks replacements.**

25 After opening his account in 2011, Skarpelos, through Livadas, withdrew substantial
26 sums from his Weiser account. *Id.* ¶¶12, 18. Skarpelos often communicated through his cousin
27 Lambros Pedafronimos (“Lambros”) and often used the bank accounts of his uncle Nicolas
28 (sometimes spelled “Nikolaos”) Pedafronimos (“Nicolas”). *Id.* ¶9. For example, in December
2012, Lambros requested a 20,000€ withdrawal on behalf of Skarpelos. *Id.*, Ex. 5.

1 As of February 1, 2013, Skarpelos had a negative balance of \$140,288 in his Weiser
2 account. *Id.* ¶12, Ex. 6. But, at no point did Skarpelos ever ask Livadas for the return of
3 Certificate Numbers 660 and 753. *Id.* ¶11. Nor did he seem likely to do so as he would have had
4 to pay his outstanding balance with WAM. *Id.*

5 Nevertheless, on or about March 23, 2013, Skarpelos submitted an Affidavit For Lost
6 Stock Certificate (“the Affidavit”) with NATCO seeking replacement certificates for Numbers
7 660 and 753. Declaration of Frank Z. LaForge In Support Of Weiser’s Opposition To
8 Skarpelos’s (1) Motion For Summary Judgment And (2) Motion In Limine (“LaForge Decl.”)
9 ¶3, Ex. 1, attached hereto as **Exhibit B**; First Amended Complaint ¶11. In the Affidavit,
10 Skarpelos falsely “declare[d] and affirm[ed]” that he had “lost” the two certificates:

11 5. That the present status of the certificate is as follows: (Please describe, i.e. lost, misplaced or
12 stolen.) lost.

13
14 *Id.* Skarpelos further falsely swore that he had “not assigned hypothecated, pledged, or in any
15 other way disposed of either the stock certificate or its rights as a stockholder, in whole or in
16 part.” *Id.* Skarpelos had the Affidavit notarized. *Id.*

17 In the same month that he falsely claimed in an affidavit that he had lost his Anavex
18 stock certificates, Skarpelos continued to borrow against those certificates from WAM by
19 withdrawing an additional 10,000€ in March 2013, which brought the outstanding balance of
20 his account with Weiser to \$153,804.54. *Id.* ¶12.

21 **C. Skarpelos sells 3,316,666 Anavex shares to Weiser for \$250,000 in April**
22 **2013.**

23 In the same month that he falsely reported his certificates as lost, Skarpelos contacted
24 Livadas about selling his Anavex stock. *Id.* Skarpelos agreed to sell 3,316,666 shares in WAM’s
25 possession to Weiser Capital for \$250,000 (minus a \$420 processing fee). *Id.* ¶13. The
26 transaction occurred on April 2, 2013. *Id.*, Ex. 6. This is reflected in his WAM account
27 statement for 2013, which shows that Skarpelos received \$249,580 in his WAM account as part
28 of the “STOCK SALE / ANAVEX LIFE SCIENCE CORP. 3,316,666.” *Id.* The 2013 account

1 statement further shows that his prior negative balance of \$153,679.54 became a positive
2 balance of \$95,775.46. *Id.*

3 That same month, Skarpelos indicated to Livadas that he had suffered a heart attack and
4 was hospitalized into May. *Id.* ¶14.

5 In mid-May, Livadas arranged for Skarpelos to withdraw 15,000€, which reduced his
6 WAM account balance to \$75,581.08. *Id.*, Exs. 6, 7. He then withdrew a further 15,000€ that
7 month. *Id.*, Ex. 6.

8 **D. After memorializing the April 2013 sale in July 2013, Skarpelos withdraws**
9 **the remainder of his post-sale balance from his WAM account.**

10 In June 2013, Lambros sent Livadas a sample contract for the sale of stock involving
11 unrelated parties as well as a blank power-of-attorney form. *Id.* ¶15, Ex. 8. Then, in early July
12 2013, Lambros, using largely the same verbiage as the sample form contract he had sent earlier,
13 created and emailed to Livadas notarized copies of a purchase-and-sale agreement and power of
14 attorney specifically concerning the sale of 3,316,666 shares of Anavex stock. *Id.*, Ex. 9.
15 Skarpelos had filled out all the portions of these agreements that pertained to him but left the
16 following parts blank: (a) the date of the contract, (b) the identity of the buyer, and (c) the
17 closing date. *Id.* Shortly afterward, Weiser Capital filled in the blanks and executed the
18 purchase and sale agreement (“PSA”) and power of attorney that Skarpelos had executed
19 earlier. *Id.*, Ex. 10. The PSA provides that Weiser Capital agreed to purchase 3,316,666 shares
20 of Anavex stock for the “purchase price” of \$250,000 to “be paid to the Seller at the Closing, in
21 cash.” *Id.* at §§1.1, 1.2. It further provides, among other things, that the “closing shall occur on
22 September 30, 2013” and that California law would govern. *Id.* at §1.3, 4.2.

23 Skarpelos falsely claims that Weiser never paid the \$250,000 for the Anavex shares.
24 Athanasios Skarpelos’ Motion For Summary Judgment (“Motion”) at 4–5. This is untrue.
25 Again, Weiser attributed \$249,580 to Skarpelos’s account balance in April 2013 when the
26 actual exchange took place, which covered the \$153,679.54 negative balance on Skarpelos’s
27 account and left him with a little less than \$100,000 in his account from which to draw funds.
28 *Id.* ¶13, Ex. 6. Skarpelos then continued to draw on those funds for the next several months:

- As mentioned above, he withdrew 30,000€ in May 2013 in two separate transfers.
- He withdrew 15,000€ in early July 2013.
- He withdrew 15,000€ in early August 2013.
- He withdrew 7500€ in mid-September 2013.

Id. ¶18. After these withdrawals, Skarpelos was left with \$4,115.36 in his WAM account at the end of 2013. *Id.* Thus, Skarpelos not only received money for the sale of his 3,316,666 shares of Anavex stock, he also withdrew 98.4% of it.

III. PROCEEDINGS IN THIS CASE

In late 2013, after ostensibly acquiring the stock from Skarpelos, Weiser Capital attempted to resell Certificate Numbers 660 and 753 to third parties and discovered for the first time that Skarpelos had had the certificates deemed lost and had obtained replacement certificates from NATCO. *Id.* ¶17. This led to the competing claims for the shares from Skarpelos and Weiser Capital to NATCO. *Id.*

NATCO then brought this interpleader action in April 2016. In intervening time, both parties have propounded written discovery requests on one another. LaForge Decl. ¶4. Skarpelos, however, has generally stonewalled Weiser, refusing to answer interrogatories and producing a grand total of 18 documents totaling 35 pages. *Id.* The parties are currently in the process of trying to schedule depositions, which is complicated by the fact that most of the witnesses are located in Greece and other parts of the world. *Id.* ¶6.

IV. ARGUMENT

A. Weiser will not rely on any new responsive documents that were within its possession and could have been produced prior to the discovery cutoff.

As a threshold issue, Skarpelos predicates his motion on a misunderstanding of Weiser's claim. Skarpelos's takes the position that the purchase-and-sale agreement required Weiser to deliver \$250,000 in cash, by check, or wire transfer *after* that agreement was executed. Whereas, Weiser's position, as set forth in its opposition to Skarpelos's motion for summary judgment and incorporated herein by reference, is that WAM had already credited Skarpelos with payment for the Anavex stock. This is demonstrated by, among other things, Livadas's

1 testimony. It is further demonstrated by Skarpelos's 2013 account statement and a number of
2 emails between Livadas, Skarpelos, and Lambros, all of which Weiser has already produced in
3 this case.

4 In any event, Weiser has no intention and will agree to refrain from relying on any new,
5 responsive documents proving the purchase price for the Anavex stock that were in its
6 possession or control and could have reasonably been produced before the discovery cutoff on
7 February 9, 2018.

8 **B. Weiser, however, reserves the right to produce or rely upon documents**
9 **belonging to Skarpelos or his agents or discovered to be relevant in the**
10 **parties' upcoming depositions.**

11 As previously noted, discovery has not been completed in this case and may in fact
12 reveal the existence of documents previously not known to Weiser to exist or to be relevant.

13 First, Skarpelos has produced a total of only 18 documents as disclosures or in response
14 to Weiser's document requests. Declaration of Frank Z. LaForge In Support Of Weiser's
15 Opposition To Skarpelos's (1) Motion For Summary Judgment And (2) Motion In Limine
16 ("LaForge Decl.") ¶4. He has also refused to produce any documents in the possession, custody,
17 or control of his agents like Lambros or Nicolas, who were instrumental in his transactions with
18 Weiser. *Id.* ¶5. Weiser therefore anticipates either that Skarpelos will relent and produce new,
19 previously withheld documents or Weiser will in the near future will file a motion compelling
20 him to do so. Either way, Weiser may rely such documents to prove the consideration it paid for
21 Skarpelos's Anavex shares.

22 Second, the parties are currently attempting to schedule depositions of Skarpelos,
23 Livadas, Lambros, Nicolas, and others in Greece, which will likely occur this summer. In the
24 course of such depositions, Weiser may discover the existence of new documents concerning
25 the consideration it provided to Skarpelos. Alternatively, such testimony may reveal new issues
26 that create new relevancy for documents already in the possession, custody, or control of Weiser
27 but previously unproduced because of their previous irrelevance.
28

1 In both instances, Weiser should have the right to produce and rely on such documents
2 because they were previously unavailable or not known to be relevant to Weiser's consideration
3 to Skarpelos.

4 **C. Weiser also reserves the right to rely on testimony about Skarpelos's**
5 **existing debt and withdrawals from his WAM account.**

6 Even though no depositions have taken place yet, Skarpelos's motion broadly seeks to
7 preclude Weiser from offering "any evidence" concerning the purchase price, which
8 presumably includes testimonial evidence. But Weiser will obviously rely on testimonial
9 evidence regarding Skarpelos's previous requests for and acceptances of withdrawals from his
10 WAM account. And, of course, Skarpelos still has the opportunity to depose Weiser on this
11 issue. Further, Weiser has the right to rely on testimony elicited in its own deposition of
12 Skarpelos and his agents.

13 **V. CONCLUSION**

14 Weiser will not rely on any new, responsive documents proving the purchase price for
15 the Anavex stock that were in its possession or control and could have reasonably been
16 produced before the discovery cutoff on February 9, 2018. But Skarpelos cannot preclude it
17 from relying on testimonial evidence, documents produced by Skarpelos and his agents, and any
18 new evidence arising out of the parties' upcoming depositions.

19 The undersigned affirms that this document does not contain the social security number
20 of any person.

21 DATED this 12th day of April, 2018

22
23 By /s/ Frank Z. LaForge
24 Jeremy J. Nork (SBN 4017)
25 Frank Z. LaForge (SBN 12246)
26 HOLLAND & HART LLP
27 5441 Kietzke Lane, Second Floor
28 Reno, NV 89511
Telephone: (775) 327-3000
Facsimile: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

Attorneys for Defendant Weiser Bahamas Ltd.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT INDEX

EXHIBIT #	DESCRIPTION	# OF PAGES
A	Declaration of Christos Livadas	63
B	Declaration of Frank Z. LaForge	38

1 **CERTIFICATE OF SERVICE**

2 I, Jennifer L. Smith, certify:

3 I am employed in the City of Reno, County of Washoe, State of Nevada by the law
4 offices of Holland & Hart LLP. My business address is 5441 Kietzke Lane, Second Floor,
Reno, Nevada 89511. I am over the age of 18 years and not a party to this action.

5 On April 12, 2018, I electronically filed the foregoing **WEISER'S OPPOSITION TO**
6 **SKARPELOS'S MOTION IN LIMINE**, with the Clerk of the Second Judicial District Court
via the Court's e-Flex system. Service will be made by e-Flex on all registered participants:

7 Clay P. Brust, Esq.
8 Robison, Sharp, Sullivan and Brust
9 71 Washington Street
Reno, Nevada 89503
cbrust@rbsllaw.com

10 Alexander H. Walker III, Esq.
11 57 West 200 South, Suite 400
12 Salt Lake City, Utah 84101
awalkerlaw@aol.com

13 John F. Murtha, Esq.
14 W. Chris Wicker, Esq.
15 Woodburn and Wedge
6100 Neil Road, Suite 500
16 Reno, Nevada 89505
jmurtha@woodburnandwedge.com
cwicker@woodburnandwedge.com

17
18 /s/ Jennifer L. Smith
19 Jennifer L. Smith
20
21
22
23
24
25
26
27
28

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

EXHIBIT "A"

EXHIBIT "A"

1520

Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Tel: (775) 327-3000; Fax: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

Attorneys for Defendants/Cross-claimants Weiser

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

Plaintiff,

v.

WEISER ASSET MANAGEMENT, LTD., a
Bahamas company, WEISER (BAHAMAS)
LTD., a Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,

Defendants.

Case No. CV15 02259

Dept. No. 10

DECLARATION OF CHRISTOS
LIVADAS IN SUPPORT OF WEISER'S
OPPOSITION TO SKARPELOS'S (1)
MOTION FOR SUMMARY JUDGMENT
AND (2) MOTION IN LIMINE

1. I am over 18 years of age, and if called as a witness, I would be competent to testify as to the matters stated in this declaration.

2. I am an owner and director of Weiser Holdings Ltd., the parent company of Weiser Asset Management Ltd. ("WAM"). I am also the owner and director of Weiser (Bahamas) Ltd. (dba "Weiser Capital"). I acquired WAM in December 2014, and founded Weiser Capital in May 2011.

3. This declaration is based upon my personal knowledge of the facts stated herein and the facts as they appear in my own records as well as those of WAM and Weiser Capital, made at or near the time of the occurrence of the events, by or from information transmitted by

1 persons with knowledge of the facts, and kept in the ordinary course of business at WAM and
2 Weiser Capital. I understand and have experience using WAM's and Weiser Capital's record-
3 keeping system. It was the regular practice of WAM and Weiser Capital to make and keep such
4 business records.

5 4. WAM is a Class-1 broker dealer maintaining custody of client assets over \$250
6 million. The firm is registered and regulated by the Financial Services Authority and Securities
7 Commission of the Bahamas, and is a registered foreign broker-dealer in Canada regulated by
8 the Ontario Securities Commission. WAM is audited annually by Grant Thornton, one of the
9 world's leading organizations of independent audit, tax, and advisory firms.

10 5. Weiser Capital is an affiliate entity to WAM and provides investment banking
11 advisory services and deal arrangement as an investor in principal on behalf of WAM and its
12 clients. These functions are segregated between WAM and Weiser Capital for risk-management
13 purposes.

14 6. On information and belief, Athanasios Skarpelos is a self-employed investor
15 from Greece with over 20 years' experience working with public and private companies. He is
16 one of the founders of Anavex Life Science Corp. ("Anavex") and, as of 2013, was its largest
17 shareholder. Anavex is a pharmaceutical company.

18 7. Before 2014, I assisted Skarpelos in managing his financial affairs, funding his
19 business initiatives, and sourcing buyers for sales of his assets. I was the primary liaison
20 between him and WAM, in addition to coordinating transactions with his other financial trustees
21 or administrators. Often this involved my helping Skarpelos arrange for the sale of his Anavex
22 stock. For example, in October 2007, I helped Skarpelos arrange the sale of 950,000 restricted
23 shares of Anavex when Skarpelos urgently needed money. A true and correct copy of an email
24 and purchase agreement evidencing this transaction is attached as **Exhibit 1**.

25 8. In 2011, I helped Skarpelos to set up an account at WAM. He opened the
26 account by depositing the originals of two Anavex stock certificates: Certificate No. 660
27 (92,500 shares) and Certificate No. 753 (6,633,332 shares). With the Anavex stock on deposit,
28 Skarpelos was able to draw on his account. True and correct copies of Skarpelos's application,

1 the two Anavex stock certificates, and the terms and conditions for Skarpelos's account are
2 respectively attached as **Exhibits 2, 3 and 4**.

3 9. In our business transactions, Skarpelos often used his cousin Lambros
4 Pedafronimos ("Lambros") to communicate with me about his WAM transactions. Skarpelos
5 also used the banking accounts of his uncle Nicolas (sometimes spelled "Nikolaos")
6 Pedafronimos ("Nicolas"). As Lambros undertook a material role in representing Skarpelos,
7 Lambros submitted know-your-customer identity information to WAM.

8 10. During the next few years, I served as a liaison between Skarpelos and WAM. In
9 this regard, when Skarpelos needed money from his WAM account, he would reach out to me
10 first and I would arrange for a transfer of funds. For example, **Exhibit 5** is a true and correct
11 copy of an email and bank transfer from Lambros to me concerning a 20,000€ transfer he
12 requested on Skarpelos's behalf in December 2012.

13 11. Thus, if Skarpelos wanted to communicate with WAM, he did so primarily
14 through me. While he has asserted in this litigation that WAM was unresponsive at some point
15 between when he opened his account in 2011 and when he sold his Anavex stock in 2013, he
16 never mentioned it to me despite the fact that we regularly communicated, either in person or
17 electronically. Nor did I ever have any problems communicating with WAM. And he never
18 mentioned that he wanted the two Anavex stock certificates he deposited with WAM to be
19 returned, which, of course, would have required him to first pay off the owing balance on his
20 account.

21 12. At the beginning of 2013, Skarpelos carried a negative balance of \$140,288 on
22 his account with WAM. Then, in March 2013, he withdrew an additional 10,000€ from his
23 account, leaving him with a negative balance of \$153,679.54. He also needed cash. So, that
24 month, we began working with WAM and Weiser Capital to sell his Anavex stock.

25 13. In April 2013, Skarpelos sold 3,316,666 shares of the Anavex shares he had
26 deposited with WAM in 2011 to Weiser Capital in exchange for \$250,000 (minus a \$420
27 processing fee), which I helped arrange. This is evidenced by his WAM account statement for
28 2013, which shows that Skarpelos received \$249,580 in his WAM account as part of the

1 “STOCK SALE / ANAVEX LIFE SCIENCE CORP. 3,316,666.” The 2013 account statement
2 further shows that his prior negative balance of \$153,679.54 became a positive balance of
3 \$95,775.46. A true and correct copy of Skarpelos’s 2013 WAM account statement is attached as
4 **Exhibit 6.**

5 14. I understand that Skarpelos had heart problems and was hospitalized for heart
6 surgery sometime in late April and early May 2013. This apparently increased Skarpelos’s need
7 for liquidity, as he requested an additional \$20,000. I therefore arranged with Lambros for
8 WAM to send 15,000€ to Nikolaos “as a shareholder withdrawal” in early May. A true and
9 correct copy of my emails facilitating this transfer with Lambros are attached as **Exhibit 7.**

10 15. In June and July 2013, Skarpelos (largely through Lambros) provided a sample
11 agreement and then revised documentation regarding the sale of Anavex stock. And in July
12 2013, Lambros emailed me notarized copies of the purchase and sale agreement and power of
13 attorney concerning the sale of Anavex stock. Skarpelos had filled out all the portions of these
14 agreements that pertained to him but left the following parts blank: (a) the date of the contract,
15 (b) the identity of the buyer, and (c) the closing date. Shortly afterward, Weiser Capital filled in
16 the blanks and executed the purchase and sale agreement and power of attorney that Skarpelos
17 had executed earlier. True and correct copies of the (a) sample agreement, (b) partially executed
18 purchase and sale agreement and power of attorney, and (c) fully executed purchase and sale
19 agreement and power of attorney are attached respectively as **Exhibit 8, 9, and 10.**

20 16. At no point during these communications was I aware that Skarpelos had
21 received replacement certificates for Certificate Nos. 660 and 753 from Nevada Agency and
22 Transfer Company (“NATCO”) sometime in March or April 2013. Skarpelos kept this a secret
23 from both me and WAM. I understand that he filed an affidavit with NATCO claiming that he
24 had lost the certificates and swearing that he had never pledged or hypothecated them. Neither
25 of these claims are true—instead, Skarpelos personally tendered the certificates to WAM to
26 open his account. In any event, Skarpelos’s clandestine replacement of the certificates would
27 have jeopardized any transactions involving the Anavex stock as Skarpelos had effectively
28 taken the deposited stock on which Weiser’s money transfers were permitted.

1 17. In late 2013, when Weiser Capital attempted to resale the Anavex stock it
2 believed it had acquired from Skarpelos, it discovered for the first time that Skarpelos had had
3 Certificate Nos. 660 and 753 deemed lost and had obtained replacement certificates from
4 NATCO. This led to the competing claims for the shares from Skarpelos and WAM and Weiser
5 Capital and thus NATCO's interpleader action in this case.

6 18. I understand that Skarpelos claims that he never received any money for the
7 3,316,666 Anavex shares. This is untrue. Weiser Capital, through WAM, attributed \$249,580 to
8 his account balance. From that amount, \$153,679.54 went to Skarpelos's outstanding balance,
9 leaving him with a little less than \$100,000 in his account from which to draw funds. Skarpelos
10 then continued to draw on those funds for the next several months:

- 11 • He withdrew 15,000€ in early May 2013.
- 12 • He withdrew another 15,000€ later the same month.
- 13 • He withdrew 15,000€ in early July 2013.
- 14 • He withdrew 15,000€ in early August 2013.
- 15 • He withdrew 7500€ in mid-September 2013.

16 After these withdrawals, Skarpelos was left with \$4,115.36 in his WAM account at the end of
17 2013. These transactions, including the \$249,580 Skarpelos received in exchange for 3,316,666
18 shares in Anavex, are reflected in Skarpelos's account statement for 2013. See Ex. 6.

19 19. At no point in 2013 did Skarpelos ever indicate to me that he ever believed his
20 April 2013 transaction for the Anavex shares was not fully consummated or that he was
21 expecting any form of payment outside of the \$250,000 he received in his WAM account. Nor
22 did he ever inform me or WAM that he had obtained replacement copies of the same Anavex
23 stock certificates that he had deposited with WAM and against which he was withdrawing large
24 sums of money.

HOLLAND & HART LLP
5441 KIETZKE LANE, SECOND FLOOR
RENO, NEVADA 89511
(775) 327-3000

1 I declare under penalty of perjury under the law of the State of Nevada and the United
2 States that the foregoing is true and correct.

3 DATED this 12 day of April, 2018

4 

5 _____
6 CHRISTOS LIVADAS
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT INDEX

EXHIBIT #	DESCRIPTION	# OF PAGES
1	Email and Stock Purchase Agreement	5
2	Account Application	10
3	Anavex Stock Certificates	2
4	Account Agreement Terms & Conditions	7
5	Email and Bank Transfer	2
6	2013 WAM Account Statement	3
7	Emails Facilitating Transfer	3
8	Sample Agreement	5
9	Partially Executed Purchase and Sale Agreement and Power of Attorney	5
10	Fully Executed Purchase and Sale Agreement and Power of Attorney	4

EXHIBIT 1

EXHIBIT 1

Message

From: Athanasios Skarpelos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=TOM]
Sent: 10/1/2007 10:47:58 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Fw: ANAVEX AFFILIATE STOCK PURCHASE AGREEMENT SEPT 27 2007
Attachments: ATT16515.htm; Anavex AFFILIATE STOCK PURCHASE AGREEMENT September 27, 2007.pdf

Hi bud I send the rest of papers to harvey I sing this tell the director to sing and keep one cope for me. And tell me wen you can send the money its verry urgent. I have to pay lots of stuff asap. Otherwise I am having a problem

Sent from my BlackBerry® smartphone

-----Original Message-----

From: "Athanasios Skarpelos" <tom@bizex.bz>

Date: Mon, 1 Oct 2007 12:33:12

To: "Athanasios Skarpelos" <tom@bizex.bz>, "Athanasios Skarpelos" <tom@bizex.bz>

Subject: ANAVEX AFFILIATE STOCK PURCHASE AGREEMENT SEPT 27 2007

To:

CREDIT SUISSE, GENEVE 70

Bank Clearing # 4835

BIC/SWIFT: CRESCHZZ12A

Favor:

CASAD - Compagnie Aux. de Service, Genève

USD IBAN: CH76 0483 5071 6629 2200 0

Sent from my BlackBerry® smartphone

JA0372

WEISER000314

AFFILIATE STOCK PURCHASE AGREEMENT

This Affiliate Stock Purchase Agreement (this “Agreement”) , is made as of September 27, 2007, by and between Athanasios Skarpelos, as to 950,000 shares of 14, Rue Kleberg, Geneva, Switzerland (the “Seller”) and the purchaser listed on Schedule “A” hereto which is referred to herein as a “Purchaser”.

RECITALS

WHEREAS, the Seller is the owner of 950,000 restricted shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the “Company”) and

WHEREAS, the Seller proposes to sell to the Purchase the number of restricted shares of common stock specified next to such Purchaser’s name in Schedule “A” hereto (the “Purchased Shares”), on the terms set forth herein.

In consideration of the premises, representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

- 1.1 The Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser and the Purchaser hereby agrees to purchase from the Seller, the Purchased Shares at a purchase price per share of US\$1.70 for an aggregate purchase price of US\$1,615,000 (the “Purchase Price”) payable on the Closing Date (as defined below).

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

- 2.1 The Seller warrants, covenants and represents to the Purchaser with the intention of inducing the Purchaser to enter into this Agreement that:
- (a) immediately prior to and at the Closing, the Seller shall be the legal and beneficial owner of the Purchase Shares and on the Closing Date, the Seller shall transfer to the Purchaser the Purchased Shares free and clear of all liens, restrictions, covenants or adverse claims of any kind or character;
 - (b) the Seller has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by the Seller hereunder and to consummate the transactions contemplated hereby; and;

- (c) the Seller is, or has been during the past ninety (90) days, an officer, director 10% or greater shareholder or “affiliate” of the Company, as that term is defined in Rule 144 promulgated under the United States Securities Act of 1933, as amended (the “Securities Act”);
- (d) to the best of the knowledge, information and belief of the Seller there are no circumstances that may result in any material adverse effect to the Company or the value of the Purchased Shares that are now in existence or may hereafter arise;
- (e) the Seller is not indebted to the Company and the Company is not indebted to the Seller;
- (f) the authorized capital of the Company consists of 150,000,000 common shares, par value \$0.001 per share, of which a total of 19,514,722 common shares have been validly issued, are outstanding and are fully paid and non-assessable;
- (g) there are no claims threatened or against or affecting the Company nor are there any actions, suits, judgments, proceedings or investigations pending or, threatened against or affecting the Company, at law or in equity, before or by any Court, administrative agency or other tribunal or any governmental authority or any legal basis for same.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER


3.1 The Purchaser represents and warrants to the Seller that the Purchaser;

- (a) has the legal power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated;
- (b) understands and agrees that offers and sales of any of the Purchased Shares prior to the expiration of a period of one year after the date of completion of the transfer of the Purchase Shares (the “Restricted Period”) as contemplated in this Agreement shall only be made in compliance with the safe harbor provisions set forth in Regulation S, or pursuant to the registration provisions of the Securities Act or pursuant to an exemption therefrom, and that all offers and sales after the Restricted Period shall be made only in compliance with the registration provisions of the Securities Act or an exemption therefrom; and
- (c) is acquiring the Purchased Shares as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in the Purchased shares.

4. **MISCELLANEOUS**

- 4.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they fully understand the provisions of this Agreement.
- 4.2 Unless otherwise provided, all dollar amounts referred to in the Agreement are in United States Dollars.
- 4.3 There are no representations, warranties, collateral agreements, or conditions concerning the subject matter of this Agreement except as herein specified.
- 4.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia with respect to any legal proceedings arising from this Agreement.
- 4.5 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
- 4.6 Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

Each of the parties hereto has executed this Agreement to be effective as of the day and year first above written.



Athanasios Skarpelos

SCHEDULE A

Name of Purchaser	Number of Restricted Common Shares of The Purchase	Signature of Purchaser
Amsbach Oversease Inc.	950,000	

EXHIBIT 2

EXHIBIT 2



Weiser Asset Management Ltd

de la Plaine House, 28 Parliament Street , P.O. Box N-10697, Nassau. Bahamas
Tel: 647-965-2275
www.weiseram.com

About this Application

This is the Weiser Asset Management Ltd. Account Application. Please read it carefully, as you will select products and services, tell us how you want to communicate with us, and agree to certain provisions that will govern our relationship. When we accept it, this Application and all accompanying or supplemental documents form the entire Agreement between us for this account.

Unless otherwise indicated in this Application, the words "you," "your," "yourself," and "yours" mean the applicant(s). The words "we," "us," and "our" mean {Weiser Asset Management Ltd, de la Plaine House, 28 Parliament Street, P.O. Box N-10697, Nassau. Bahamas } and our branches, subsidiaries, and affiliates.

Getting Started

Please complete this application in full, sign and return the original to WEISER ASSET MANAGEMENT LTD. along with any additional documents required as noted below.

Individual Account

- ☐ Account Application Form
- ☒ Completed Identity Verification Form

- ☒ Copy of Passport
- ☐ Bank Reference

Joint Account

- ☐ Account Application form
- ☐ Completed Identity Verification form*

- ☐ Copy of Passport
- ☐ Bank reference

* For each party in the joint account

Corporate Account

- ☐ Account Application Form
- ☐ Completed Identity Verification Form*
- ☐ Sealed Corp Resolution Authorizing Account Opening
- ☐ Certified Copy of Articles of Incorporation

- ☐ Copy of Passport*
- ☐ Bank Reference*
- ☐ Verification of Officers and Directors of Company
- ☐ Certified Copy of Certificate of Good Standing

* For each Signatory and Beneficial Owner

Trust Account

- ☐ Account Application Form
- ☐ Copy of Passport for each Trustee and Signatory
- ☐ Complete Identity Verification Form for each Trustee and Signatory
- ☐ Certified copy of the Trust Agreement
- ☐ Bank Reference for Trustees and Signatories
- ☐ Copy of Passport for primary clients under the Trust
- ☐ Complete Identity Verification Form for primary clients under the Trust
- ☐ Bank Reference for primary clients under the Trust

The above information helps us comply with various securities regulations and rules. Please note: if we cannot verify the information you provide, we may be required to restrict or deny your account.

Please remember to notify us if you experience a significant life change, such as the birth of a child, marriage, divorce, death of a spouse, loss of a job, change in financial situation, etc.



1 Select An Account**Account Type**

- ☒ Individual Account
☐ Joint Account (more than one account holder)
☐ Corporate Account
☐ Trust Account

Other Accounts

Do you have other accounts with us? ☐ Yes ☒ No

If yes, please provide details

Preferred Account Name _____



2 Please Tell Us About Yourself

Primary Applicant

Contact Information

☒ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. Suffix ☐ Sr. ☐ Jr.

First Name: ATHANASIOS Middle Name: TIXIS II Last Name: SKAPELOS

Permanent Address: ATLANTA City: ATLANTA State: GA ZIP Code: 30309 Country: USA

Work Phone: _____ Home Phone: _____ Mobile Phone: _____ Email Address: homebizex.b2

☐ Please check if you have been at your current home address for less than one year.

Mailing Address (if different from above): _____ Apt/Suite No.: _____

City: _____ State: _____ ZIP Code: _____ Country: _____

Are you: ☐ Single ☐ Married ☐ Domestic Partner ☐ Divorced ☐ Widowed Number of Dependents: _____

Employment Status

Are you currently: ☐ Employed ☒ Self-Employed ☐ Not Employed ☐ Retired ☐ Student ☐ Other: _____

Job Title: _____ Occupation: INVESTMENTS

Employer: _____ Years with this Employer: _____

Business Address: _____ Apt/Suite No.: _____

City: _____ State: _____ ZIP Code: _____ Country: _____



2

Please Tell Us About Yourself—CONTINUED

Co-Applicant (if applicable)**Contact Information**

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. **Suffix** ☐ Sr. ☐ Jr.

First Name

Middle Name

Last Name

☐ Use the same contact information listed for the primary applicant.

Permanent Address

Apt/Suite No.

City

State

ZIP Code

Country

Work Phone

Home Phone

Mobile Phone

Email Address

☐ Please check if you have been at your current home address for less than one year.

Mailing Address (if different from above)

Apt/Suite No.

City

State

ZIP Code

Country

Are you:

☐ Single ☐ Married ☐ Domestic Partner ☐ Divorced ☐ Widowed

Number of Dependents: _____

Employment Status

Are you currently:

☐ Employed ☐ Self-Employed ☐ Not Employed ☐ Retired ☐ Student ☐ Other: _____

Job Title

Occupation

Employer

Years with this Employer

Business Address

Apt/Suite No.

City

State

ZIP Code

Country



2

Please Tell Us About Yourself—CONTINUED

All Applicants

Industry and Other Affiliations

Primary Applicant <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Co-Applicant <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents: Employed by or associated with the securities industry (for example, a sole proprietor, partner, officer, director, or branch manager of a broker-dealer firm) or a financial regulatory agency? If yes, please specify entity below. If employed by the entity and, if required, please provide a letter from your employer (with this Application) approving establishment of this account. <input type="checkbox"/> Broker-Dealer or Securities Dealer <input type="checkbox"/> Investment Adviser Name of entity(ies): _____ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No An officer, director or 10% (or more) shareholder in a publicly-owned company? Name of company and symbol: <u>Anavex Life Science-AVX</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No A senior military, governmental or political official in a non-US country? Name of country: _____ [Firms may consider whether to include this question in the context of their risk assessment procedures and the products and services they offer]
---	---	--

Household Financial Background

Please tell us your best estimate as to:

ANNUAL INCOME ¹ (from all sources)	NET WORTH ² (excluding your residence)	LIQUID NET WORTH ³	TAX RATE (highest marginal)
<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> \$25,000 and under	<input type="checkbox"/> 0-15%
<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> \$25,001-50,000	<input type="checkbox"/> 16-25%
<input type="checkbox"/> \$50,001-100,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> \$50,001-200,000	<input type="checkbox"/> 26-30%
<input type="checkbox"/> \$100,001-250,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> \$200,001-500,000	<input type="checkbox"/> 31-35%
<input checked="" type="checkbox"/> \$250,001-500,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> \$500,001-1,000,000	<input type="checkbox"/> Over 35%
<input type="checkbox"/> Over \$500,000	<input checked="" type="checkbox"/> \$1,000,001-3,000,000	<input type="checkbox"/> \$1,000,001-3,000,000	
	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> Over \$3,000,000	

ANNUAL EXPENSES ⁴ (recurring)	SPECIAL EXPENSES ⁵ (future, non-recurring)
<input type="checkbox"/> \$50,000 and under	<input type="checkbox"/> \$50,000 and under
<input type="checkbox"/> \$50,001-100,000	<input type="checkbox"/> \$50,001-100,000
<input type="checkbox"/> \$100,001-250,000	<input type="checkbox"/> \$100,001-250,000
<input type="checkbox"/> \$250,001-500,000	<input type="checkbox"/> Over \$250,000
<input type="checkbox"/> Over \$500,000	

Timeframe for special expenses:

☐ Within 2 years

☐ 3-5 years

☐ 6-10 years

¹ Annual income includes income from sources such as employment, alimony, social security, investment income, etc.

² Net worth is the value of your assets minus your liabilities. For purposes of this application, assets include stocks, bonds, mutual funds, other securities, bank accounts, and other personal property. Do not include your primary residence among your assets. For liabilities, include any outstanding loans, credit card balances, taxes, etc. Do not include your mortgage.

³ Liquid net worth is your net worth minus assets that cannot be converted quickly and easily into cash, such as real estate, business equity, personal property and automobiles, expected inheritances, assets earmarked for other purposes, and investments or accounts subject to substantial penalties if they were sold or if assets were withdrawn from them.

⁴ Annual expenses might include mortgage payments, rent, long-term debts, utilities, alimony or child support payments, etc.

⁵ Special expenses might include a home purchase, remodeling a home, a car purchase, education, medical expenses, etc.



3 Tell Us How You Intend to Use This Account

The more we know about you and your goals for this account, the better we can serve you. Please answer the following questions about your investment objectives, financial situation and attitude toward investment risk to help us determine which investment products and strategies are suitable for you.

The investments in this account will be (check one):

- ☐ Less than 1/3 of my financial portfolio
☒ Roughly 1/3 to 2/3 of my financial portfolio
☐ More than 2/3 of my financial portfolio

I plan to use this account for the following (check all that apply):

- ☐ Generate income for current or future expenses
☐ Partially fund my retirement
☐ Wholly fund my retirement
☒ Steadily accumulate wealth over the long term
☐ Preserve wealth and pass it on to my heirs
☐ Pay for education
☐ Market speculation
☐ Other: _____

When is the earliest you expect to need funds from this account?

- ☒ Under 3 years ☐ 3-5 years ☐ 6-10 years ☐ 11-20 years ☐ Over 20 years

Select the category that best describes the risk that you are willing to take in this account

Investing involves risk. Different investment products and strategies involve different degrees of risk. The higher the expected returns of a product or strategy, the greater the risk that you could lose most of your investment. Investments should be chosen based on your objectives, timeframe, and tolerance for market fluctuations.

Please select the degree of risk you (and any co-applicants, if applicable) are willing to take with the assets in this account, in light of the purpose(s) you identified above.

- ☐ **Conservative.** I want to preserve my initial principal in this account, with minimal risk, even if that means this account does not generate significant income or returns and may not keep pace with inflation.
- ☐ **Moderately Conservative.** I am willing to accept low risk to my initial principal, including low volatility, to seek a modest level of portfolio returns.
- ☐ **Moderate.** I am willing to accept some risk to my initial principal and tolerate some volatility to seek higher returns, and understand I could lose a portion of the money invested.
- ☒ **Moderately Aggressive.** I am willing to accept high risk to my initial principal, including high volatility, to seek high returns over time, and understand I could lose a substantial amount of the money invested.
- ☐ **Significant Risk.** I am willing to accept maximum risk to my initial principal to aggressively seek maximum returns, and understand I could lose most, or all, of the money invested.



3

Tell Us How You Intend to Use This Account—CONTINUED

Financial Investment Experience

We are collecting the information below to better understand your investment experience. We recognize your responses may change over time as you work with us.

Please check the boxes that best describe your investment experience to date.

Investment	Years experience			Transactions per year (excluding automatic investments)		
Mutual Funds/ Exchange Traded Funds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input checked="" type="checkbox"/> Over 15
Individual Stocks	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input checked="" type="checkbox"/> Over 15
Bonds	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input checked="" type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Options	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input checked="" type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Securities Futures	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input checked="" type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Annuities	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input checked="" type="checkbox"/> 0-5	<input type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Alternative ⁵	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5	<input type="checkbox"/> 0-5	<input checked="" type="checkbox"/> 6-15	<input type="checkbox"/> Over 15
Margin	<input type="checkbox"/> 0	<input type="checkbox"/> 1-5	<input checked="" type="checkbox"/> Over 5			

⁵ May include structured products, hedge funds, etc.

Decision-Making (check all that apply)

- ☐ I consult with my broker, investment adviser, CPA, or other financial professional.
- ☒ I generally make my own decisions and/or consult with my co-applicant(s).
- ☐ I discuss investment decisions with family and/or friends.

Other Investment Information (optional)

Please consider providing us with additional information about your other investments to help us more fully understand your financial situation and what types of investments or strategies may be appropriate for your total investment portfolio.

Investment type/Description	Firm holding the investment	Amount (\$US)
		\$
		\$
		\$
		\$

(use additional space as needed)



4 Tell Us How You Will Fund This Account

Please tell us how you are funding this account (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Income | <input type="checkbox"/> Insurance payout |
| <input type="checkbox"/> Pension or retirement savings | <input type="checkbox"/> Inheritance |
| <input type="checkbox"/> Funds from another account | <input type="checkbox"/> Social Security benefits |
| <input type="checkbox"/> Gift | <input type="checkbox"/> Home Equity Line of Credit/Reverse Mortgage |
| <input type="checkbox"/> Sale of business or property | <input type="checkbox"/> Other: <u>certificate for AUXL</u> |

5 Tell Us How You Want to Work With Us

Account Features

Borrowing Money to Buy Securities (Buying "On Margin") – Please Read Carefully

You will have a "cash account," unless you choose to have a "margin loan account" (customarily known as a "margin account"). To help you decide whether a margin loan account is right for you, please read this information and the Margin Loan Agreement.

In a cash account, you pay for your securities in full at the time of purchase. In a margin loan account, we may lend you a portion of the purchase price. This is called buying securities "on margin."

"For example, when you buy equity securities (such as common stock) on margin, you typically must deposit at least 50% of the purchase price, and we would loan you the balance. **You are liable for repaying the borrowed funds and the interest incurred.**

If you borrow funds in your margin loan account and the value of your holdings declines significantly, you may be subject to a "margin call." This means that we can either (1) require you to deposit additional cash or marketable securities to your account immediately, or (2) sell any of the securities in your account to cover any shortfall, **without informing you in advance.** We will decide which of your securities to sell. **Even if we notify you that you have a certain number of days to cover the shortfall, we may still sell your securities before that timeframe expires.** Further, we may increase at any time the level of equity that you must maintain in your margin account without triggering a margin call.

Borrowing funds to buy securities is only appropriate for those investors who can tolerate losing more than the amount of money deposited in the account. To avoid the use of margin, even in a margin loan account, always pay for your purchases in full at the time of purchase.

- ☒ **No** I do not want the ability to borrow funds in my account, which means I will have a cash account.
- ☐ **Yes** I want the ability to borrow funds in my account. I have read the Margin Account Agreement and understand my rights and obligations under it.

Note: If you do not check any box above, by default you will have a cash account.

Communications Choices

Communications Options

We will use online access and email to send you any communications.

Please tell us the email address we should use:

jam@bizex.bz

If required, please tell us an additional email addresses we should use:

Relationship to Primary Applicant/Co-Applicant:



6

Review and Submit This Application

Confirmations and Signatures – Please Read Carefully

By signing this Application, you affirm that you have received and read this Application and any supplemental documents governing this relationship. You affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided.

Additional Certifications

Please check all boxes that apply, and sign and date below.

Primary Applicant

Co-Applicant

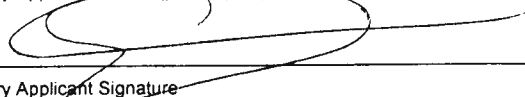


Non-Resident Alien: I certify that I am not a U.S. citizen, U.S. resident alien, or other U.S. person for U.S. tax purposes, and I am submitting the applicable I.D. to certify my foreign status and, if applicable, claim tax treaty benefits.

Signatures

Athanasios (Tom) Skarpelos

Primary Applicant Name (please print)

X 

Primary Applicant Signature

05/31/2011

Date

Co-Applicant Name (please print)

Co-Applicant Signature

Date

INTERNAL

Weiser Management Approval-



Signature

10/13/11

Date

Account Number:

11120001



EXHIBIT 3

EXHIBIT 3

NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT.
INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA.

NUMBER

0660

SHARES

92,500



THIS STOCK CERTIFICATE HAS BEEN SOLD BY THE COMPANY IN RELIANCE UPON THE AVAILABILITY OF THE PROVISIONS OF REGULATION S ADOPTED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. AS SUCH, THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN THE UNITED STATES. THE COMPANY RESERVES THE RIGHT TO REFUSE TO REGISTER ANY TRANSFER NOT MADE IN ACCORDANCE WITH REGULATION S.

This Certifies that

Is The Record Holder Of

AUTHORIZED COMMON STOCK: 150,000,000 SHARES
PAR VALUE: \$0.001

CUSIP NO. 032797 10 2

ATHANASIOS SKARPELOS

NINETY TWO THOUSAND FIVE HUNDRED

Shares of ANAVEX LIFE SCIENCES CORP. Common Stock

transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated: SEPTEMBER 24, 2007

SECRETARY

PRESIDENT



NOT VALID UNLESS COUNTERSIGNED BY TRANSFER AGENT.
INCORPORATED UNDER THE LAWS OF THE STATE OF NEVADA.

NUMBER



SHARES



THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER, THE TRANSFER QUALIFIES FOR AN EXEMPTION FROM OR EXEMPTION TO THE REGISTRATION PROVISIONS THEREOF.

AUTHORIZED COMMON STOCK: 150,000,000 SHARES
PAR VALUE: \$0.001

CUSIP NO. 032797 10 2

This Certifies that

ATHANASIOS SKARPELOS

Is The Record Holder Of
SIX MILLION SIX HUNDRED THIRTY THREE THOUSAND THREE HUNDRED THIRTY TWO

Shares of ANAVEX LIFE SCIENCES CORP. Common Stock

transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Witness the forsworn seal of the Corporation and the forsworn signatures of its duly authorized officers.

Dated: OCTOBER 29, 2009

SECRETARY



PRESIDENT

EXHIBIT 4

EXHIBIT 4



Weiser Asset Management Ltd

de la Plaine House, 28 Parliament Street, P.O. Box N-10697, Nassau, Bahamas
Tel: 647-965-2275
www.weiseram.com

WEISER ASSET MANAGEMENT LTD. ("WAM")

ACCOUNT AGREEMENT TERMS AND CONDITIONS

In opening and operating this investment account ("Account") with Weiser Asset Management Limited ("WAM") the Customer and "WAM" hereby agree to the terms and conditions within this Agreement, as follows:

1. General Provisions

Throughout this agreement, the words "you" and "your" refer to the holder of one or more "WAM" accounts, whether an individual, group of individuals, company, trust, or other related entity (hereinafter a "Customer".) This Agreement shall apply to all transactions hereafter made by you and supersedes any previous agreement entered into between you and "WAM". The Agreement applies to all other accounts held for you by "WAM", now or in the future; none of its provisions shall be deemed to be waived or modified by "WAM" except by written agreement signed by "WAM".

2. Applicable Rules and Regulations

All transactions with respect to securities entered into by "WAM" for you shall be subject to the constitution, by-laws, rules, rulings, regulations, customs and usages of the exchange or market, and its clearing house, if any, where made, and to all laws, regulations and orders of any applicable government or regulatory authority; they shall also be subject to any delays, difficulties or conditions as to transmission or execution of orders, information or reports due to conditions over which "WAM" has no control, including mechanical or electronic failure, market congestion or otherwise. You understand and agree that you are solely responsible for any regulatory filings or reporting that may be required as a result of any transaction or holding in the Account.

3. Transactions and Settlement

All sale transactions will be "long" sales unless you specify otherwise at the time the order is entered. If you do not supply by settlement, in good form, securities sold on your order, "WAM" may without further notice buy-in the securities required and you agree to reimburse "WAM" for all loss, damage, cost or expense suffered or incurred by "WAM" through such action or your failure to make delivery.

Any account that purchases a security without sufficient available funds or margin, may have that purchase cancelled or that security liquidated at "WAM"'s discretion, without notice.

All orders accepted by "WAM" are good until either executed or cancelled on the day of entry, unless a longer period is specified by you. "WAM" has the right to refuse purchase or sale instructions whenever "WAM" deems it necessary for its protection without the requirement to communicate such refusal to you; you agree to waive any and all claims against "WAM" for loss or damage arising from or related to



Terms and Conditions.docx

JA0392

WEISER000437

any such refusal. "WAM" may execute transactions through the counterparty and exchange of its choice when acting as agent in the purchase and sale of securities.

"WAM" may, but is not obligated to, effect conversions, exercise subscription rights (including warrants), and buy or sell currencies as necessary to reduce debit balances in your Account. "WAM" will not exercise voting rights over securities without explicit instructions from you; in order to guarantee the ability to vote a security, instructions must be received at least 30 days prior to the vote; requests received after that will be on a best efforts basis. Instructions for warrant exercise must be provided at least five days in advance of expiration; otherwise warrants will be deemed to be surrendered.

"WAM" will accept verbal trading instructions from authorized signatories, however requests to transfer assets from an account must be made in writing.

4. Deposit of Physical or Restricted Securities

If a security is deposited in physical form, subsequent withdrawals may be limited to physical form only, and may be required to be registered in the same name as it was originally received. At "WAM"'s sole discretion, such securities may be allowed to transfer, but may be charged the higher of 1.5% or \$500 per transfer.

If "WAM" facilitates the lifting of a restriction on a security, "WAM" reserves the right to charge a fee of up to 1.5% of the market value if that security is subsequently transferred out of the account in any form.

5. Other Terms and Conditions

In connection with this Agreement, "WAM" is hereby authorized to conduct or cause to be conducted a personal credit investigation. You warrant and agree that no funds presently invested or to be invested in the future with "WAM" are the direct or indirect proceeds of any criminal activity. You acknowledge that "WAM" does not provide legal or tax advice, and agree that, to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to utilizing your "WAM" account or implementing any financial plan.

6. Authorization to Accept Facsimile And Electronic Mail Instructions

In consideration of "WAM" acting in accordance with any facsimile or electronic mail ("e-mail") instructions received from you or any authorized signatories of this Account, you acknowledge and agree, that if any instruction(s) received by "WAM" purport or appear on their face to have been duly signed by you or any authorized signatory of your Account, or to have been sent via e-mail by you or your authorized agent, such instruction(s) may be treated by "WAM" as though they had been duly signed by you or an authorized signatory on the account with the authority for and on behalf of you notwithstanding that it may later be established that such instructions were not so authorized. You hereby agree to indemnify and hold harmless "WAM" and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits,



Terms and Conditions.docx

JA0393

WEISER000438

costs, expenses, claims, or disbursements of any kind which may be imposed upon, incurred, or served against "WAM", its affiliates, or agents by reason of "WAM"'s acting on such instructions. You irrevocably authorize "WAM" to debit your Account in respect of all amounts chargeable as a result of "WAM" receiving and acting on instructions in accordance with this Agreement.

In the case of time sensitive instructions being sent electronically, whether by facsimile or e-mail, you understand that mechanical and other technical difficulties outside of "WAM"'s control may prevent your instruction(s) from being received and acted upon, and that you will indemnify and hold harmless "WAM" from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the "WAM"'s failure to act on such instructions.

7. Custody of Customer Assets

Unless you otherwise direct in writing, any securities held or carried by "WAM" for or on your account may at "WAM"'s discretion be kept at any of the places where "WAM" has a custodian and may be registered in the name of "WAM" or its nominee. In particular and without prejudice to "WAM"'s right to use other brokers or nominees, to carry out and discharge securities execution, custody, clearing and administrative functions for and on behalf of "WAM". You agree that "WAM" may lend any securities held by "WAM" for you or on your Account via its custodian.

"WAM" will from time to time act as principal, underwriter and/or agent with regard to cash or securities transactions that are not executed on listed exchanges. "WAM" and/or its/their officers, directors, employees or other Customers may have positions, or opposite positions, in investments held or purchased or sold for your Account.

Notwithstanding the provisions of any executed Margin Agreement and without prejudice to the right of indemnity or any lien or right of "WAM" to deal with securities in a Margin Account (as defined in any Margin Agreement), or other accounts pursuant to the provisions of any Margin Agreement, all securities in the Customer's Account shall be held by "WAM" as trustee on behalf of, to and for the order of that Customer.

Subject to any executed Margin Agreement (if applicable) and the rights of lien which may arise in favour of "WAM" under this Agreement, "WAM" declares that the Customer will enjoy a beneficial ownership in (a) securities purchased on its behalf and (b) any free cash balances held by "WAM" for the account of the Customer and these assets are not to be treated as general assets of "WAM". This is so, even though securities purchased by "WAM" on the instruction of the Customer may be in fungible form and free cash balances may not be held in a separate bank account established specifically for the Customer.

8. Liens

Without prejudice to all or any rights that "WAM" may have in common law, "WAM" has a general and particular lien over securities held in a Customer's Account for all claims and money owing by the Customer to "WAM" in respect of operation of the Account and for any and all indebtedness to "WAM"



howsoever arising and in whatever Account appearing, including any liability arising by reason of any guarantee by the Customer of the Account of any other person. If your account for any reason becomes indebted to "WAM", including holding net negative cash balances (based on market exchange rates), it will be subject to the terms and conditions that apply to Margin accounts, as specified in the attached Margin Agreement, until such time that the indebtedness is satisfied. These terms include the right of "WAM" to sell (or buy-n) securities held in the Account, with or without notice, to satisfy debts owing to "WAM".

9. Margin Accounts

Terms and conditions relating to the operation of Margin Accounts are contained in the document "Customer Margin Agreement, Derivatives Authorization and Sophisticated Person Status Confirmation", which is either attached or available on request.

10. Special Risks Associated with Restricted, Illiquid or Non-Listed Securities

You understand that if you purchase a security that is not listed on an exchange, or a security that is subject to exchange approval, or mandated restriction regarding sale, transferability, escrow or hold periods, then there may be no market available to sell the security, and that the terms or nature of the restriction may change without notice. Further you understand that the security may never be listed on an exchange, and there is risk of loss of the entire investment. You also understand that market prices indicated on valuation statements for such securities do not necessarily represent a true or realizable value; "WAM" makes no undertakings or warranties as to the implied value or marketability of any such securities. You acknowledge and agree to indemnify and hold harmless "WAM" and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements resulting in any way from investments in such securities and strategies as described above.

11. Account Statements and Communications

"WAM" will provide Customers with written confirmations of individual securities transactions on request. "WAM" will maintain records of all account transactions for a minimum of 7 years, and will make copies available to Customers upon proper request.

"WAM" provides regular account statements to customers via the Internet.

"WAM" intends the information contained in the Client Statements to be accurate and reliable; however, errors sometimes occur. Therefore, "WAM" disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to such information. In particular, the actual price at which an order is executed shall be binding notwithstanding the fact that an erroneous report is given to you. An order that was executed, but in error reported as not executed, shall be binding. "WAM" retains the right to enter pricing, trade, and reconciliation adjustments to your account as necessary and appropriate.



The information contained in your Client Statement is for your use only and you shall not disseminate this information or cause others to place reliance upon it without "WAM"'s prior written consent.

Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless "WAM" shall receive written notice to the contrary within 30 days from the time such notice, statement, confirmation or other communication is forwarded by "WAM" to you or your authorized agent; all notices and communications to you may be effectively given by mailing same by ordinary post addressed to you or your agent at the address as it appears from time to time on "WAM"'s records, or by facsimile or electronic mail if requested by you or your agent. That notice, if posted, shall be deemed received seven days from the date of postmark.

12. Fees, Commissions and Interest

You agree to pay all costs associated with or incurred by the account, including "WAM"'s commissions and fees, as they exist from time to time or are agreed to, as they apply to your Account, the transactions you enter into, and the services you receive. A current schedule of standard fees and commissions is available on request, and may be changed without notice. You acknowledge that "WAM" or its affiliates may receive referral fees or sales commissions from some mutual fund companies.

You agree that "WAM" reserves the right to charge your Account an annualized administration fee of up to 0.5% of Net Account Market Value of an account that has generated little or no fees or commissions, in order to recoup costs related to the maintenance of the account.

You agree to indemnify "WAM" and its counterparties for legal fees and expenses directly related to the structuring, support and/or defense of your account or the assets contained therein, and for fees and expenses due to any regulatory enquiry, legal action, litigation, or dispute related to your account, whether such situations occur or are anticipated. "WAM" shall be entitled to charge your Account for such fees without further notice. Such fees may include, but are not limited to, seeking a suitable counsel's opinion in advance of a transaction; asking counsel for a legal opinion in respect of restricted stock; or costs incurred in order to defend "WAM" or the Account as a result of an action ordered by you, including buying or selling a security. "WAM" will provide copies of all invoices on request.

You agree that in instances where you are proposing to deliver out assets held within the Account and "WAM" is aware that action by regulatory authorities or litigation has been entered into or may reasonably be anticipated as a result of a transaction occurring in the Account(s), such that the amount remaining in the Account after such delivery may be insufficient to cover "WAM"'s reasonably anticipated costs (including legal fees) then "WAM" shall be entitled to withhold a reasonable sum to cover such costs. Such a withholding by "WAM" shall be for a period of time as is reasonably necessary to resolve the regulatory or litigation issues and "WAM" may place any amounts garnered from you in cash and into a separate account and shall pay you the remaining balance after the noted issues are resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in the Account, that asset may not be transferred out of the Account until the matter is resolved.



You understand that the daily debit balance in your Account shall be charged with interest at a rate published by "WAM" from time to time or agreed between the Customer and "WAM", and that non-margin accounts incurring debits will be charged a higher "penalty" rate of interest. The published rate is subject to change without prior notification.

13. Indemnities

"WAM", its affiliates, and agents, shall not be liable for any act, omission, error of judgement or loss suffered by you in connection with this Agreement save where such results from actual fraud or willful misconduct on the part of "WAM" of its duties hereunder, such having first been determined and adjudged in accordance with the terms hereafter stated in paragraphs 14 and 16. You acknowledge and agree to indemnify and hold harmless "WAM" and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements resulting in any way from performance or non-performance of its duties hereunder save where such arises as above described.

You agree that if you authorize a third party to exercise any control over the Account, including but not limited to Powers of Attorney, Trading Authorization, or Discretionary Management, that you will hereafter indemnify, keep indemnified and hold harmless "WAM" from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the "WAM"'s reliance on the authorization and the actual and apparent authority thereby conferred on the third party, provided however that this indemnity shall be limited to actions proceedings, claims, demands, costs, charges, liabilities and expenses arising in consequence of acts of the third party taken prior to receipt by "WAM" of written notice of the revocation of the authorization.

14. Grievances

Any question or difference which may arise concerning the construction meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator in The Bahamas, to be agreed between the parties provided however that this provision will not be construed to oust the jurisdiction of the Courts of The Bahamas in relation to proprietary rights of Customers in respect of Accounts. Failing such agreement within thirty days of the request by one party to the other that a matter be referred to arbitration, such reference shall be to an arbitrator appointed by the Senior Partner of a major accounting firm in The Bahamas. The decision of such arbitrator shall be final and binding upon the parties.

15. General

This Agreement shall enure to the benefit of and shall be binding upon "WAM" and the customer and their respective personal representatives, heirs, liquidators, successors and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.



No action taken by "WAM" nor any failure to take action or exercise any right, remedy or power available under this Agreement or otherwise shall be deemed to constitute a waiver or other modification of any of "WAM"'s rights, remedies or powers. This Agreement is subject to modification only by a further agreement in writing between "WAM" and the customer.

All investment decisions are made solely by the customer. Notwithstanding anything in this Agreement, "WAM" accepts no responsibility whatsoever for and shall in no circumstances be liable to the Customer in connection with such decisions.

You may close your Account at any time by providing written notice. "WAM" may close your Account at any time for any reason. Closing the Account will not affect the rights and obligations of either party incurred prior to the date the Account is closed. You will reimburse "WAM" for the cost of collection of any debit balance or deficiency in connection with any of your Accounts including reasonable attorney's fees and court costs. "WAM" will retain the authority to complete any transaction that may be pending at the time your Account is closed, without regard to the reason for the Account being closed.

"WAM" may assign its rights and duties under this Agreement to any of its subsidiaries or affiliates without prior notice; or to any other entity upon prior notice to you.

You understand and agree that the terms and conditions that your account are subject to may change from time to time, as published by "WAM". Notice of amendments to this agreement may be made either by delivery of notice to any address, facsimile number or electronic email address which appears on "WAM" records; or by noting on "WAM" Client Statements, whether statements are delivered by mail, fax, email, or Online Access.

The headings of each provision of this Agreement are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. The above stated rights of "WAM" are severable. In the event that one or more is unenforceable, such unenforceability shall not affect the whole.

16. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Bahamas, and the customer hereby irrevocably agrees that any legal suit, action or proceeding brought by him against "WAM" shall be brought in the courts of The Bahamas. The customer hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit "WAM"'s right to bring proceedings against the customer elsewhere.



EXHIBIT 5

EXHIBIT 5

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 12/21/2012 5:42:42 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Transfer Stuck
Attachments: Trnsfer.jpg

Hi Bud,

Someone forgot to include the beneficiary in the details of the transfer. Please get the the sender to contact his bank and provide the beneficiary name for the transfer to go through.

Beneficiary Name: Ntina Nikolaoy Pentafronimoy

Thanks

--

Lambros Pedafronimos

MHNYMA SWIFT

APIΘMOΣ ANAΦOPAΣ: 20121220949014E665

0542 ΑΣΤΡΟΥΣ

PEΞE

Αρ. Εντολής: 20121220949014E665 A/A 903163 K.E. 142
 Ημερομηνία 20/12/2012 Ώρα 14:06 Είδος Μηνύματος: SWIFT Κατ.Προορ. 94

*** I N C O M I N G M E S S A G E ***

-----Message Header-----

Swift Input :FIN 103 Single Customer Credit Transfer
 Sender :MIDLGB22XXX HSBC BANK PLC
 : (ALL U.K. OFFICES), LONDON
 Receiver :CRBAGRAAXX ALPHA BANK AE
 : ATHENS

-----User Header-----

FIN Copy Service:EBA

-----Message Text-----

20: Transaction Reference Number
 GBS20122H9WF08A0
 23B: Bank Operation Code Identification of the Option
 CRED
 32A: Date, Currency Code and Amount
 20/12/2012 EUR #20.000, #
 33B: Currency/Instructed Amount
 EUR
 20000,
 50K: Ordering Customer
 VERDMONT CAPITAL S.A.EDIF. HITECH
 PLAZACALLE 53 OBARRIOPANAMA / PANAM
 A
 52A: Ordering Institution (ISO Bank Identifier)
 MIDLGB22BHX
 57B: Account With Institution (Branch)
 /BRANCH 542
 59: Beneficiary Customer
 /GR7801405420542002101002793
 → ELLINIKO ASTROS KYNOURIAS22001GREEC
 E
 71A: Details of Charges
 SHA
 72: Sender to Receiver Information
 /ACC/REF 46213NU01E2P

-----End of Message-----

Λογαριασμός Ανταποκριτή: 098003805020614
 Κατάσταση: ΕΚΔΟΣΗ ENT. K.E=142 20/12/2012-A0

EXHIBIT 6

EXHIBIT 6



Statement of Account

ACCOUNT USD 200-802992

Statement for the period February 1, 2013 - December 31, 2013

Skarpelos, Athanasios
Tirix II Glylada
Athens
Greece

For additional service, contact:
ELIAS SOURSOS
Investment Advisor

242-888-6600

ACCOUNT SUMMARY

Estimated Current Value

CASH ON DEPOSIT	4,115.36
COMMON SHARES	N/A
Total Assets	USD 4,115.36

CASH SUMMARY

USD Account	USD 4,115.36
-------------	--------------

SECURITIES SUMMARY

USD Account

Quantity Location Current Price Estimated MV

COMMON SHARES

ANAVEX LIFE SCIENCES CORP.	92,500	Res-Seg	N/A
ANAVEX LIFE SCIENCES CORP.*	8,318,866	Res-Seg	N/A

*REF partial of card 0753)

Market Value of COMMON SHARES

N/A



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT USD 200-802992

ACCOUNT ACTIVITY

Cash - USD

Date	Activity	Value Date	Debit	Credit	Balance
02/01/2013	Opening Balance		(140,267.64)		(140,268)
03/25/2013	*Transfer TRANS USD TO EUR W200802992032513 10,000 EUR	03/28/2013	(13,391.90)		(153,679.54)
03/25/2013	*Wire Out Fee		(125.00)		(153,804.54)
04/02/2013	*STOCK SALE ANAVEX LIFE SCIENCE CORP 3,316,666	04/02/2013		249,580.00	95,775.48
05/09/2013	*Transfer TRANS USD TO EUR W200802992050913 15,000 EUR	05/14/2013	(20,068.40)		75,706.08
05/09/2013	*Wire Out Fee		(125.00)		75,581.08
05/22/2013	*Transfer TRANS USD TO EUR W200802992052213 16,033.90 EUR	05/29/2013	(20,000.00)		55,581.08
05/22/2013	*Wire Out Fee		(125.00)		55,456.08
07/02/2013	*Transfer TRANS USD TO EUR W200802992070213 15,000 EUR	07/08/2013	(18,847.80)		36,608.28
07/02/2013	*Wire Out Fee		(125.00)		36,483.28
08/06/2013	*Transfer TRANS USD TO EUR W200802992080613 15,000 EUR	08/09/2013	(20,857.30)		14,625.98
08/06/2013	*Wire Out Fee		(125.00)		14,700.98
09/18/2013	*Transfer TRANS USD TO EUR W200802992091813 7,500 EUR	09/23/2013	(10,480.60)		4,240.38
09/18/2013	*Wire Out Fee		(125.00)		4,115.38

Securities - USD

Settlement Day	Activity Type	Quantity	Description	Price	Amount
04/02/2013	SELL	3,316,666	ANAVEX LIFE SCIENCES CORP	0.075332	\$249,580.00



Statement for the period February 1, 2013 - December 31, 2013

SKARPELOS, ATHANASIOS
ACCOUNT USD 200-802992

Important information on depositing physical certificates with Weiser Asset Management Ltd., is available from your account manager or your financial advisor. Please read the document titled "Escheatment of Physical Certificates".

Effective October 1st 2013 our administrative fee for an Early Settlement Check will be 1% (with minimum of \$50,000)

Terms, conditions & other information:

- This is a statement of your account according to our records. If it is not in accordance with yours please contact the Chief Compliance Officer immediately.
- The prices shown on the statement, used for the purpose of displaying market values, while obtained from sources believed to be reliable, cannot be guaranteed as to their accuracy. In any event, market values are shown as "estimated". If "N/A" appears in connection with any specific security, either there is no price or we were unable to obtain a reliable one.
- We expect prompt settlement of cash balances due to us.
- Credit balances are payable on request upon receipt by us of securities in "good delivery" form that may be owed by you.
- Any free credit balances, with the exception of balances held for registered plans, represent funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the conduct of our business.

EXHIBIT 7

EXHIBIT 7

Message

From: Christos [christos@bizex.bz]
Sent: 11/19/2015 1:13:30 PM
To: Christos Weiser Capital [/O=WEISER/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Xtos]
Subject: FW: Tom Transfer request. Fw: Quadruple Bypass

Begin forwarded message:

From: Alana Wheaton
Date: April 27, 2013 at 1:17:02 AM GMT+8
To: Rainbow
Cc: Christos
Subject: RE: Transfer request. Fw: Quadruple Bypass

Completed.

From: Rainbow
Sent: Friday, April 26, 2013 12:42 PM
To: Alana Wheaton
Cc: Christos
Subject: FW: Transfer request. Fw: Quadruple Bypass

Hi Alana,

Please authorize the following payment online per Christos` request.

Txn Date	Payment From	Beneficiary	Reference	Amount	Prepared/ 1st Authorised
29/04/2013	Business Integrated Account 817-552540-838 USD Savings	NIKOLAOS PENTAFRONIMOS 542002101002793		USD 20,000.00	PUSER2 /

JA0407

WEISER000320

Thanks

Rainbow

From: Christos
Sent: 2013年4月26日 23:30
To: Rainbow
Subject: Transfer request. Fw: Quadruple Bypass

Hi R,

Can you transfer \$20k as shareholder withdrawal to details below. Soonest possible.. Tom had heart-attack and is waiting for payments to stay alive.

From: Lambros Pedafronimos
To: Christos
Sent: Fri Apr 26 11:21:32 2013
Subject: Quadruple Bypass

Bank Name: Alpha Bank A.E

Bank Address: 2, Mavrothalassiti Street, Paralio Astros, 22001

Branch: 542

Bank Tel: +30 27550 52466

Beneficiary: Nikolaos Pentafronimos

Beneficiary Address: Astros Kynourias, Arkadia Greece

IBAN: GR78 0140 5420 5420 0210 1002 793

Account Number: 542 00 2101 002 793

BIC/SWIFT: CRBAGRAAXX

US Intermediary: Bank of New York Mellon, New York, IRVTUS3N

JA0408

WEISER000321

--

Lambros Pedafronimos

JA0409

WEISER000322

EXHIBIT 8

EXHIBIT 8

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 6/24/2013 11:53:04 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Re: Did u get my txt few days ago re. Kinezi and I need docs?
Attachments: POA.pdf; STOCK SALE AND PURCHASE AGREEMENT.docx

attached bud!

On Mon, Jun 24, 2013 at 8:30 PM, Christos <christos@bizex.bz> wrote:

Email me blanks ones now so I can show them what they'll be looking like etc

From: Lambros Pedafronimos
To: Christos
Sent: Mon Jun 24 13:15:55 2013
Subject: Re: Did u get my txt few days ago re. Kinezi and I need docs?
Yes re, were putting the docs in place
On Mon, Jun 24, 2013 at 8:03 PM, Christos <christos@bizex.bz> wrote:

I have a call with them late tonight

--

Lambros Pedafronimos

--

Lambros Pedafronimos

POWER OF ATTORNEY TO TRANSFER BONDS OR SHARES

P
O
A

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

(Name of transferee)
of

(Transferee's address)

↑ _____ ↑
(Description of Security - include number and class of Shares or, amount (par value), rate and maturity of Bonds)

standing in the name of the undersigned on the books of _____ represented by certificate No. _____ and hereby irrevocably constitutes and appoints _____ the attorney of the undersigned to transfer the said shares on the books of the Company with full power of substitution in the premises.

DATED at _____ this _____ day of _____, 20 _____.

Signed:

In the presence of:

SIGNATURE OF TRANSFEROR

SIGNATURE OF WITNESS

Signature of transferor guaranteed by:

NOTE: The signature to this assignment must correspond with the name as recorded on the certificate/bond in every particular without alteration or enlargement or any change whatever. The signature of the person executing this power must be guaranteed by a Bank or Trust Company; or by a Member of the Toronto Stock Exchange.

JA0412

WEISER000334

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this " **Agreement**") is dated as of November 30, 2010, and is made and entered into by and among Parrish Medley (" **Buyer**") and Kyle Beddome (" **Seller**") with respect to the following facts:

A.

Seller owns 31,500,000 shares of common stock of ABC Corp., a Nevada corporation (the "**Company**").

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 11,250,000 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Eleven Million Two Hundred and Twenty Five Thousand (11,250,000) shares of common stock (the "**Shares**") of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the "**Purchase Price**") is One Thousand One Hundred and Twenty Five dollars (\$1,125.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on December 22, 2010, or such other date as the parties hereto may agree to (the "**Closing Date**"). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.

ARTICLE IV

MISCELLANEOUS

Section 4.1

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 4.2

Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of California without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Section 4.3

Counterparts. This Agreement may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

Section 4.4

Further Assurances. Each of the parties hereto shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further instruments of assignment, transfer, conveyance and confirmation and take such other action as such other party may reasonably request in order to more effectively fulfill the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the parties hereto as of the date first above written.

Buyer:

PARRISH MEDLEY

Parrish Medley

Seller:

KYLE BEDDOME

Kyle Beddome

EXHIBIT 9

EXHIBIT 9

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 7/9/2013 5:08:33 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Notarized Documents
Attachments: POATom.pdf; Purchase And Sale.pdf

Hi Bud,

Per our discussion, please find attached the notarized copies.

Regards,

--

Lambros Pedafronimos

POWER OF ATTORNEY TO TRANSFER BONDS OR SHARES

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto:

(Name of transferee)

of

(Transferee's address)

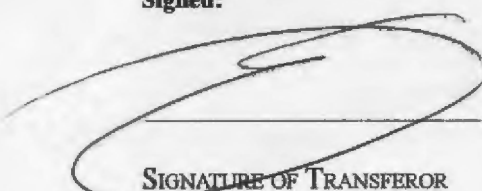
↑ (Description of Security - include number and class of Shares or, amount (par value), rate and maturity of Bonds) ↑

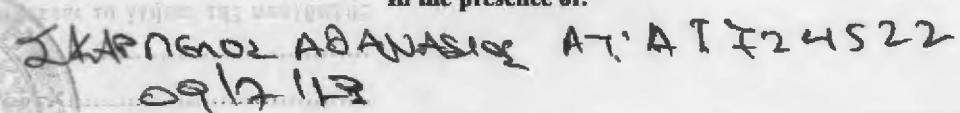
standing in the name of the undersigned on the books of _____ represented by certificate No. _____ and hereby irrevocably constitutes and appoints _____ the attorney of the undersigned to transfer the said shares on the books of the Company with full power of substitution in the premises.

DATED at _____ this _____ day of _____, 20____.

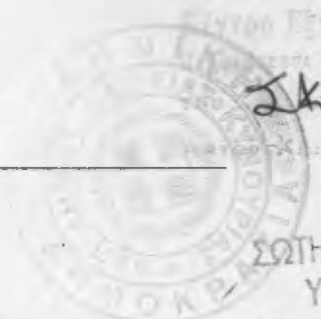
Signed:

In the presence of:


SIGNATURE OF TRANSFEROR


SIGNATURE OF WITNESS

Signature of transferor guaranteed by:


ΣΩΤΗΡΙΟΣ Τ. ΚΑΨΑΛΗΣ
Υπόλληλος Κ.Ε.Π.
Δήμου Βόρειας Κυνουρίας

NOTE: The signature to this assignment must correspond with the name as recorded on the certificate/bond in every particular without alteration or enlargement or any change whatever. The signature of the person executing this power must be guaranteed by a Bank or Trust Company; or by a Member of the Toronto Stock Exchange.

JA0418

STOCK SALE AND PURCHASE AGREEMENT

THIS STOCK SALE AND PURCHASE AGREEMENT (this **Agreement**) is dated as of _____, _____, and is made and entered into by and among _____ (**Buyer**) and Athanasios Skarpelos (**Seller**) with respect to the following facts:

A.

Seller owns 3,316,666 shares of common stock of Anavex Life Sciences Corp., a Nevada corporation (the **Company**).

B.

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, 3,316,666 shares of the Company's common stock upon the terms and conditions set forth in this Agreement.

Accordingly, for and in consideration of the premises, the mutual promises, covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, do hereby agree as follows:

ARTICLE I

SALE AND PURCHASE

Section 1.1

Sale and Purchase of Shares. On and subject to the terms and conditions of this Agreement, effective as of the Closing Date, Buyer shall purchase from Seller, and Seller shall sell to Buyer, Three Million Three Hundred and Sixteen Thousand Six Hundred and Sixty Six (3,316,666) shares of common stock (the **Shares**) of the Company registered in the name of Seller for the consideration specified in Section 1.2 and upon the terms and conditions set forth in this Agreement.

Section 1.2

Purchase Price. The purchase price for the Shares (the **Purchase Price**) is Two Hundred and Fifty Thousand dollars (\$250,000.00). The Purchase Price shall be paid to the Seller at the Closing, in cash.

Section 1.3

Closing Date; Deliveries. The closing shall occur on _____, _____, or such other date as the parties hereto may agree to (the **Closing Date**). On the Closing Date, Buyer shall deliver a check in the amount of the Purchase Price to Seller, and Seller shall deliver to Buyer a share certificate representing the Shares issued in the name of the Seller.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce Buyer to enter into and perform its obligations under this Agreement, Seller hereby represents and warrants to Buyer, and covenants with Buyer, as follows:

Section 2.1

Authority and Capacity. Seller has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Seller does not, and the consummation of the transaction contemplated hereby will not, result

in a breach of or default under any agreement to which Seller is a party or by which Seller is bound.

Section 2.2

Binding Agreement. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding agreement, enforceable against Seller in accordance with and subject to its terms.

Section 2.3

Title to Shares. Seller is the lawful, record and beneficial owner of all of the Shares, free and clear of any liens, claims, agreements, charges, security interests and encumbrances whatsoever. The sale, conveyance, assignment, and transfer of the Shares in accordance with the terms of this Agreement transfers to Buyer legal and valid title to the Shares, free and clear of all liens, security interests, hypothecations or pledges.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into and perform their obligations under this Agreement, Buyer represents and warrants to Seller as follows:

Section 3.1

Authority and Capacity. Buyer has all requisite power, authority and capacity to enter into this Agreement. The execution, delivery and performance of this Agreement by Buyer does not, and the consummation of the transaction contemplated hereby will not, result in a breach of or default under any agreement to which Buyer is a party or by which Buyer is bound.

Section 3.2

Disclosure. Buyer has reviewed the SEC Reports and is aware of the Company's business and financial condition.

Section 3.3

Investment Representations. Buyer is acquiring the Shares for Buyer's own account and is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act of 1933, as amended.