

IN THE SUPREME COURT OF THE STATE OF NEVADA

ATHANASIOS SKARPELOS, an individual,
Appellant,

vs.

WEISER ASSET MANAGEMENT, LTD., a
Bahamas Company; and WEISER
(BAHAMAS) LTD., a Bahamas Company,
Respondents.

Electronically Filed
Aug 19 2020 04:22 p.m.
Nos.: 79425 / 79526
Elizabeth A. Brown
(Consolidated)
Clerk of Supreme Court

Appeal from Second Judicial District Court
State of Nevada, Washoe County
The Honorable Elliott Sattler

**SUPPLEMENTAL JOINT APPENDIX
VOLUME 1**

Jeremy J. Nork
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Frank Z. LaForge
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Attorneys for Respondents

CHRONOLOGICAL INDEX

Description	Date Filed	Volume	Pages
Stipulation to Motion for Discharge	01/17/2019	1	SA0001–SA0010
Trial Exhibits No. 4 - 9/24/2007 Anavex physical certificates registered in Athanasios Skarpelos	01/28/2019	1	SA0011–SA0011
Trial Exhibits No. 5 - 9/27/2007 Anavex Affiliate Stock Purchase Agreement	01/28/2019	1	SA0012–SA0015
Trial Exhibits No. 6 - 10/1/2007 Email between Athanasios Skarpelos & Christos Livadas	01/28/2019	1	SA0016–SA0016
Deposition transcript of Athanasios Skarpelos (10/24/2018)	01/30/2019	1/2	SA0017–SA0199 SA0200– SA0265
Deposition transcript of Lambros Pedafronimos (10/23/2018)	01/31/2019	2	SA0266–SA0387
Motion for Stay Pending Appeal	08/19/2019	2	SA0388–SA0391
Weiser's Opposition to Motion for Stay Pending Appeal	09/10/2019	2	SA0392–SA0409
Reply in Support of Motion for Stay Pending Appeal	09/18/2019	2	SA0410–SA0414
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Weiser's Opposition to Motion for Stay Pending Appeal	09/10/2019	2	SA0392–SA0409

DATED this August 19, 2020.

/s/ Frank Z. LaForge

Jeremy J. Nork (Nevada Bar No. 4017)

Frank Z. LaForge (Nevada Bar No. 12246)

HOLLAND & HART LLP

5441 Kietzke Lane, Second Floor

Reno, Nevada 89511

Tel. (775) 327-3000 | 786-6179 Fax

Attorneys for Respondents

CERTIFICATE OF SERVICE

Pursuant to NRAP 25(e), I hereby certify that on August 19, 2020, I electronically filed the foregoing **SUPPLEMENTAL JOINT APPENDIX, VOLUME 1**, with the Clerk of the Nevada Supreme Court via the Court's e-Flex system. Service will be made by e-Flex on all registered participants.

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Seth J. Adams
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/s/ Martha Hauser

An Employee of HOLLAND & HART LLP

CODE: 4050
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Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT IN 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, WEISER (BAHAMAS)
LTD, a Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,
Defendants.

Case No. CV15 02259

Dept. No. 10

STIPULATION TO MOTION FOR DISCHARGE

The parties, and each of them, hereby stipulate to the entry of an order granting Plaintiff's Motion for Discharge and the relief sought therein. In that regard, the parties stipulate to an order which:

1. discharges plaintiff Nevada Agency and Transfer Company ("NATCO") from this interpleader action;
2. releases and forever discharges NATCO from liability related to or arising from

1 the competing claims of the defendants to certificate number 753 representing
2 share of the common stock of Anavex Life Sciences Corp.;

- 3 3. requires Defendant Weiser Asset Management LTD, Defendant Weiser
4 (Bahamas) LTD and Defendant Athanasios Skarpelos to continue to litigate their
5 respective claims to certificate number 753 representing shares of common stock
6 of Anavex Life Sciences Corp. herein without NATCO's participation as a party
7 hereto;
- 8 4. recognizes the tender of the deposit of certificate number 753, which tender shall
9 be deemed sufficient for any and all interpleader jurisdictional purposes, but
10 requires NATCO to maintain possession of certificate number 753, pending further
11 order of the Court, which order also shall clearly declare the party entitled to
12 possession of certificate 753 and ownership of the shares represented thereby, and
13 which shall provide for delivery of certificate 753 upon the expiration of any date
14 for appeal of final judgment in this matter if no appeal is taken, or the date of final
15 order resulting from an appeal in this matter; and,
- 16 6. awards NATCO its costs of suit incurred herein in the amount of \$260.00, with the
17 defendant deemed the non-prevailing party at trial ordered to pay such costs within
18 10 days of the entry of a final judgment in this matter.

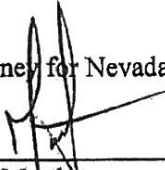
19
20 Dated this 17th day of January, 2019.

21
22 ALEXANDER H. WALKER III

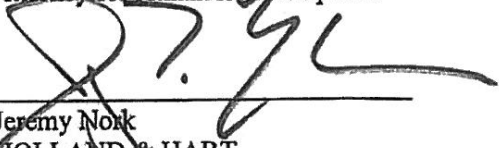
23 /s/ Alexander H. Walker III
24 Alexander H. Walker III
25 ALEXANDER H. WALKER III, LLC
50 West Liberty Street, Suite 880
Reno, Nevada 89501

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Attorney for Nevada Agency and Transfer Co.



John Murtha
WOODEURN & WEDGE
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Reno, Nevada 89511-1149
Attorney for Athanasios Skarpelos



Jeremy Nork
HOLLAND & HART
5441 Kietzke Lane
Reno, Nevada 89511
Attorney for Weiser Asset Management, Ltd.
and Weiser (Bahamas), Ltd.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of January, 2019, I caused to be served a copy of the foregoing on all parties via the Court's electronic filing system.

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document and/or attachments do not contain the social security number of any person.

/s/ Alexander H. Walker III

Alexander H. Walker III

ALEXANDER H. WALKER III, LLC

50 West Liberty Street, Suite 880

Reno, Nevada 89501

Attorney for Nevada Agency and Transfer Co.

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INDEX OF EXHIBITS

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1	Order Granting Motion for Discharge	5

FILED
Electronically
CV15-02259
2019-01-17 09:22:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 7072505 : csulezic

EXHIBIT 1

CODE: 3060

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Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT IN 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, WEISER (BAHAMAS)
LTD, a Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,

Defendants.

Case No. CV15 02259

Dept. No. 10

ORDER GRANTED MOTION FOR DISCHARGE

The parties, and each of them, having stipulated to the entry of an order granting plaintiff's Motion for Discharge, and plaintiff having deposited with the Clerk of Court certificate number 753 representing shares of the common stock of Anavex Life Sciences

1 Corp., the property which is subject of the dispute in this interpleader action, and there
2 being good cause hereto, it is hereby:

3 ORDERED, that plaintiff's Motion for Discharge is granted. It is further ordered
4 that :

- 5 1. Plaintiff Nevada Agency and Transfer Company ("NATCO") is hereby discharged
6 from this interpleader action;
- 7 2. Plaintiff Nevada Agency and Transfer Company is released and forever discharged
8 from liability related to or arising from the competing claims of the defendants to
9 certificate number 753 representing share of the common stock of Anavex Life
10 Sciences Corp.;
- 11 3. Defendant Weiser Asset Management LTD, Defendant Weiser (Bahamas) LTD
12 and Defendant Athanasios Skarpelos shall continue to litigate their respective
13 claims to certificate number 753 representing shares of common stock of Anavex
14 Life Sciences Corp. herein without NATCO's participation as a party hereto;
- 15 4. NATCO's tender of the deposit of certificate number 753 is deemed sufficient for
16 any and all interpleader jurisdictional purposes, but NATCO shall maintain
17 possession of certificate number 753, pending further order of the Court, which
18 order also shall clearly declare the party entitled to possession of certificate 753
19 and ownership of the shares represented thereby, and which shall provide for
20 delivery of certificate 753 upon the expiration of any date for appeal of final
21 judgment in this matter if no appeal is taken, or the date of final order resulting
22 from an appeal in this matter; and,
- 23 5. NATCO is awarded its costs of suit incurred herein in the amount of \$260.00, with
24
25

1 the defendant deemed the non-prevailing party at trial shall pay within 10 days of
2 the entry of a final judgment in this matter.

3 DATED this ____ day of December, 2018.

4
5 _____
6 DISTRICT JUDGE

7 Submitted by:

8 /s/ Alexander H. Walker III

9 Alexander H. Walker III
10 ALEXANDER H. WALKER III, LLC
11 50 West Liberty Street, Suite 880
12 Reno, Nevada 89501
13 Attorney for Nevada Agency and Transfer Co.

14 Approved as to form:

15 _____
16 John Murtha
17 WOODBURN & WEDGE
18 6100 Neil Road, Suite 500
19 Reno, Nevada 89511-4149
20 Attorney for Athanasios Skarpelos

21 _____
22 Jeremy Nork
23 HOLLAND & HART
24 5441 Kietzke Lane
25 Reno, Nevada 89511
Attorney for Weiser Asset Management, Ltd.
and Weiser (Bahamas), Ltd.

CERTIFICATE OF SERVICE

1 I hereby certify that on the 17 day of ~~December~~ ^{January}, 2018, I caused to be served a copy
2 of the foregoing on all parties via the Court's electronic filing system.
3

4
5 /s/ Alexander H. Walker III

Alexander H. Walker III

ALEXANDER H. WALKER III, LLC

57 West 200 South, Suite 400

Salt Lake City, Utah 84101

Attorney for Nevada Agency and Transfer Co.
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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.*

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

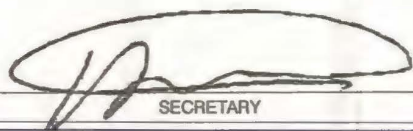
NINETY TWO THOUSAND FIVE HUNDRED

Shares of ANAVEX LIFE SCIENCES CORP. Common Stock

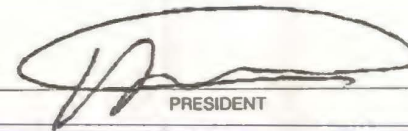
transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

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

Countersigned & Registered

Nevada Agency and Trust Company
50 West Liberty Street • Suite 880 • Reno Nevada 89501


Authorized Signature

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 herby 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	

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



Litigation
SERVICES

ORIGINAL

FILED

JAN 30 2019

In the Matter Of:

JACQUELINE BRYANT, CLERK
By: *[Signature]*
DEPUTY CLERK

Nevada Agency and Transfer Company vs. Weiser Asset Management, Ltd

ATHANASIOS SKARPELOS

October 24, 2018

Job Number: 505811-A

CV15-02259 DC-09500087809-002
RV AGENCY & TRANSFER CO VS *[Signature]* Pages
District Court: 01/30/2019 09:00 PM
Washoe County 1595
nnc. NINERK01P

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

4 - o0o -

5 NEVADA AGENCY AND TRANSFER COMPANY,
6 a Nevada corporation,

7 Plaintiff,
8 vs.

Case No. CV15-02259
Dept. No. 10

9 WEISER ASSET MANAGEMENT, LTD.,
10 a Bahamas company; ATHANASIOS
11 SKARPELOS, an individual; and DOES
12 1-10,

13 Defendants.

14 _____/

15 ATHANASIOS SKARPELOS, an individual,

16 Cross-Claimant,

17 vs.

18 WEISER ASSET MANAGEMENT, LTD.,
19 A Bahamas company; AND WEISER
20 (BAHAMAS) Ltd., A Bahamas company,

21 Cross-Defendants.

22 _____/

23 Pages 1 to 190, inclusive.

24

25 DEPOSITION OF ATHANASIOS SKARPELOS

26

27 _____
28 Wednesday, October 24, 2018
29 Athens, Greece

30

31 REPORTED BY: Christina Amundson, CCR 641
32 JOB NUMBER: 505811-A

1 A P P E A R A N C E S

2

3 FOR WEISER ASSET MANAGEMENT, LTD.

4 HOLLAND & HART

5 BY: JEREMY NORK, ATTORNEY AT LAW

6 5411 Kietzke Lane, Suite 200

7 Reno, NV 89511

8 775.327.3043

9

10 FOR ATHANASIOS SKARPELOS:

11 WOODBURN AND WEDGE

12 BY: DANE ANDERSON, ATTORNEY AT LAW

13 6100 Neil Road, Suite 500

14 Reno, NV 89505

15 775.688.3000,

16 danderson@woodburnandwedge.com

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I N D E X

Deposition of ATHANASIOS SKARPELOS

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Mr. Nork	4

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-o0o-

1 BE IT REMEMBERED that on Wednesday, October 24,
2 2018, commencing at 9:00 a.m. at The Hilton Hotel,
3 46 Vasilissis Sofias Avenue, 115 28 Athens, Greece,
4 of said day, before me, CHRISTINA M. AMUNDSON, a
5 Certified Shorthand Reporter, personally appeared
6 ATHANASIOS SKARPELOS.

7 -----
8 ATHANASIOS SKARPELOS,
9 called as a witness in the matter herein,
10 who, having been first duly sworn, was examined
11 and testified as follows:

12 E X A M I N A T I O N

13 BY MR. NORK:

14 Q Good morning. Would you please state your
15 name.

16 A My name is Athanasios Skarpelos. They call
17 me "Tom."

18 Q And your first name is A-t-h-a-n-a-s-i-o-s?

19 A Yes.

20 Q And your last name is spelled
21 S-k-a-r-p-e-l-o-s?

22 A Yes.

23 Q Okay. Have you ever had your deposition
24 taken before?

25 A Never.

1 Q Okay. Just some of the ground rules just
2 so you understand. The most important part of the
3 ground rules that you and I need to understand are
4 that the court reporter, who is sitting to your
5 left, she's typing down everything that's being said
6 in this room. And so in order for this transcript
7 to be clear, you and I need to have a couple mutual
8 understandings.

9 First of all, please wait for me to finish
10 asking a question before you answer and, similarly,
11 I'll wait for you to finish answering before I ask,
12 okay?

13 A Uh-huh. Yes. Yes.

14 Q That's the other thing. When you answer a
15 question, if you answer by nodding your head --

16 A Oh, okay.

17 Q -- or saying "uh-huh" or "uh-uh," it
18 doesn't show up on the transcript.

19 So in a normal conversation I would
20 understand what you're saying if you nodded your
21 head or said "uh-huh." But in a transcript that's
22 not clear. So what I may do from time to time is
23 say, Is that a yes or is that a no. I'm not trying
24 to be rude. I just want to make sure that the
25 transcript is clear, all right?

1 A Okay.

2 Q Another important ground rule is that, if
3 you don't understand a question of mine, please ask
4 me to restate it or rephrase it. I'm happy to do
5 so. If you do answer a question of mine, I'm going
6 to assume that you understood it, okay?

7 A Okay.

8 Q All right. Also, this is not a test of
9 your endurance. At any time you want to take a
10 break, I'm happy to do so. I would only ask that,
11 if there's a question pending, that you answer the
12 question first before we take a break, okay?

13 A Yes.

14 Q All right. Now, I understand that English
15 is not your first language, correct?

16 A Correct.

17 Q But you're okay speaking and communicating
18 in English?

19 A Yes, I'm okay. Yes.

20 Q Let me start with some background.
21 What is your education history?

22 A I finished the high school.

23 Q Okay. And when was that?

24 A '83. And then I have served the military
25 for two and a half years, and that's about it for

1 education.

2 Q Okay. What branch of the military did you
3 serve?

4 A I served the artillery. I was small-town
5 executive there for -- in an executive group,
6 commanders and stuff like that.

7 Q Did you receive any special training for
8 that job?

9 A Yes. For two years.

10 Q Okay. And what was that training?

11 A To work with military with big artilleries,
12 big canons, huge canons and the aircraft machineries
13 and stuff like that.

14 Q Okay. Have you received any formal
15 business training?

16 A Never.

17 Q Do you hold any licenses or certifications?

18 A No.

19 Q So you finished the military in 1985.

20 Is that correct?

21 A '87. I finished high school in '83 -- '83,
22 '84. Then I have to serve the military 19 to 21.

23 Q Okay. And so when you got out of the
24 military, it was 1987?

25 A Yes.

1 Q And what did you do for employment in 1987?

2 A After I finished my military, I worked in
3 the factory and I worked my family business.

4 Q What was your family business?

5 A My family business is olive oil business.

6 Q Okay. And how long did you work in the
7 factory with your family business?

8 A I worked all the way since I was in the
9 high school --

10 Q Okay.

11 A -- in the early days. Then I left. I left
12 Greece to Canada. I moved to Canada in 1988.

13 Q And whereabouts in Canada?

14 A In Western Canada in Alberta and then
15 British Columbia.

16 Q And how long did you live in Canada?

17 A I live in Canada from '88 to '99.

18 Q And what did you do for employment in
19 Canada?

20 A I work in the family business again in the
21 restaurant and hotel business.

22 Q Did your family own hotels in Canada?

23 A No. We lease it.

24 Q I'm sorry?

25 A Lease.

1 Q Leased, okay. And these hotels that your
2 family leased, were they located in Alberta and
3 British Columbia?

4 A In Alberta and then in British Columbia it
5 was a lounge, like a bar.

6 Q Okay. Was that the extent of your
7 employment from 1988 to 1999?

8 A No. I stopped working in the food industry
9 and beverage around '94, '95, I believe.

10 Q Okay. And what did you do after that?

11 A The same time I start to play the stock
12 market as a small investor, penny stock investor.

13 Q And prior to being a penny stock investor
14 in approximately 1995 --

15 A Yes.

16 Q -- did you have any prior experience in
17 being an investor?

18 A No. I learned it by myself.

19 Q Okay.

20 A I see all the people to play. Like in the
21 restaurants I used to hang around and I used to
22 work, a lot of people that come -- all the people
23 that come for coffees in the mornings and they used
24 to play the penny stock. So I don't understand. I
25 never understood. I lose my money. But it's funny

1 because I used to buy the newspaper so I buy today's
2 newspaper and I call the broker and buy everything
3 that was up, uptick, but that was yesterday's code.

4 Q Right.

5 A Back then I never have access to online
6 systems like they do have right now.

7 Q Right. So was that your sole source of
8 income, then, beginning in 1995?

9 A It happens very much like that in '95. The
10 same time with -- I get in the restaurant business
11 and I met a geologist.

12 Q A geologist, okay.

13 A Which he's done one of the biggest
14 discoveries in North America with diamonds and I was
15 an investor in his little company.

16 Q Did this geologist have a Diamond mining
17 company?

18 A Yes.

19 Q And that's in Canada?

20 A In Canada, yes.

21 Q What else did you do for income between
22 1995 and 1999?

23 A In Canada, not too much. I play a little
24 bit the market. I never work anywhere else. I was
25 not Canadian citizen also. I was just an immigrant.

1 My wife was working and I was a young guy and I make
2 a little money in the stock market.

3 Q Okay. After 1999 you left Canada?

4 A Well.

5 Q And where did you go?

6 A I moved back to Greece.

7 Q What did you do for income when you moved
8 back to Greece?

9 A I brought a few money I make in Canada and
10 I get in the family business, in the oil farm there.

11 Q Okay. And how long did you do that work
12 for the family business in Greece?

13 A I stay again -- I stay again in the family
14 business straight from '99 and relax. In the life
15 in the small village is very simple and very cheap,
16 nothing like in the big cities, like in Athens or
17 New York or otherwise. But with 2000 euros you live
18 like a king in a small village.

19 Q Okay.

20 A So because I grew up there and finished the
21 military, I learned in my life to be -- if I have to
22 live like a monk. So I stay in the village with my
23 family house all the way to 2005, I believe.

24 Q Okay. And what changed in 2005?

25 A My wife, she have a little bit, you know --

1 she's never lived in a small village so she was a
2 little bit upset with me.

3 **Q Okay.**

4 **A So she preferred to move to her house in**
5 **Athens.**

6 **Q So you moved to Athens in 2005?**

7 **A We moved to Athens.**

8 **Q And did you take on different employment in**
9 **2005 when you moved to Athens?**

10 **A No, I never take any employment. In Athens**
11 **I started looking around in Europe to see what is**
12 **going on with the biotech companies.**

13 **Q Okay. Did you have any background in**
14 **biotech companies?**

15 **A I never have zero background in biotech**
16 **companies but I have enough experience in the mining**
17 **companies. Hanging around with the Canadian**
18 **geologist, I start to know how they do the research.**
19 **They're searching for diamonds and precious metals**
20 **and it's a kind of a chemical hunting. They hunt**
21 **the ground chemicals, like chemistry.**

22 **Q Okay.**

23 **A So I know in Europe they are not mining the**
24 **resources to be found like around here in Balkans.**
25 **So I like biotech, so I start to look for biotech.**

1 Happens I met the a researcher from France.

2 Q What was his or her name?

3 A Alexander Vamvakides.

4 Q Can you spell it?

5 A Last name, Yes. V-a-m-v-a-k-i-d-e-s.

6 Alex, Alexander.

7 Q Okay. And how did you meet Alexander?

8 A From a common friend.

9 Q Okay.

10 A And through Alexander I started hanging
11 around with the researchers here in Athens, people
12 from universities, people I used to know from my
13 hometown. Now they're professionals in some
14 universities and stuff like that. So I started
15 associating with the researchers. I started to
16 understand the biotech sector.

17 Q Let me stop you there for a second.

18 A Yes.

19 Q Were you still investing in the stock
20 market during this time?

21 A No.

22 Q So you stopped doing that in 1999?

23 A Yeah, probably. I don't remember well.

24 Q So you move to Greece, you meet Alexander
25 the researcher, you get involved in biotech

1 companies. What happens next?

2 A Then I got very much like the idea to get
3 involved in discovering of new medications --

4 Q Okay.

5 A -- for disorders, especially for
6 Alzheimer's. Alexander at that point have a couple
7 publications and a patent for a new medication for
8 Alzheimer's.

9 Q Okay. And when was this?

10 A That was around 2006, I believe, 2007.

11 Q Okay. And when you were being involved
12 with Alexander, were you being paid anything or what
13 was your source of income?

14 A Alexander, of course, have no money. My
15 source of my money was my family business and the
16 money you have in the family over working all those
17 years.

18 Q Okay.

19 A Everybody's working in the family.

20 Q Okay. So after 2006, then, what was your
21 next step in advancing your interest in biotech
22 companies?

23 A I tried to apply what I learned in Canada
24 close with Jack Vitke (phonetic) about what he's
25 done. Because I know Jack from early days for his

1 diamond minerals company, which goes trade in the
2 American Stock Exchange, and started at 25 cents in
3 Vancouver Stock Exchange. And then in 1995 was
4 bought out from Australia company for \$67 a share,
5 pretty much. So happens I was very much lucky to
6 have a few thousand shares -- only a few thousand
7 from hundreds. You know what I mean?

8 **Q** So did you own shares of stock in the
9 diamond mining company?

10 **A** Of course.

11 **Q** And so when it was bought up by the
12 Australian company you made --

13 **A** So during like '92 and '95 I make lots of
14 money in the stock market.

15 **Q** Okay. So did you then sell that stock
16 after --

17 **A** Always I was trading back and forth.

18 **Q** Okay. So did you do a similar thing, then,
19 with your biotech company?

20 **A** No, no. Totally different. I stuck a lot
21 of cash in Greece. Before 2000, all the way -- I
22 don't remember 2005 -- back in the '90s in Greece if
23 you bring money -- because they used to have drachma
24 here before the European Union -- they give us tax
25 exemptions, big ones. So if you bring dollars here

1 in exchange for drachmas, they give you a lot of
2 benefits.

3 **Q Okay.**

4 **A So, for example, if you bring \$1 million**
5 **Canadian dollars, it's worth 250 million drachmas.**
6 **The banks give to you back then 25 percent interest.**
7 **It was totally crazy stuff.**

8 **Q So were you able to live off that income**
9 **when you moved back to Greece?**

10 **A I was -- for the Greek village I was the**
11 **mayor in the town.**

12 **Q Yes. You became the king of the town.**

13 **A I was very rich in the village.**

14 **Q Right. So after 2006, what did you then do**
15 **for employment?**

16 **A After 2006 I started working with Alexander**
17 **in the group of researchers.**

18 **Q Did they have a company?**

19 **A No. I help them to form the company.**

20 **Q And what was that company?**

21 **A Anavex Life Sciences, 2006 or 2007, I**
22 **believe. 2007 was incorporation of Anavex Life**
23 **Sciences.**

24 **Q Let me stop you there.**

25 **A It's a Nevada company.**

1 Q It's a Nevada company.

2 A Yes.

3 Q Why did you pick Nevada?

4 A That was then my lawyers told me about it.

5 Q What lawyers were these?

6 A Bernard Pinsky.

7 Q Is he with K&L Gates?

8 A No. He's from Vancouver with --

9 Q Clark Wilson.

10 A Clark Wilson, yes.

11 Q Okay. So the law firm of Clark Wilson in
12 Canada advised you to form your company as a Nevada
13 company.

14 A I don't remember specific but I always knew
15 Nevada. It's the best place to do business. That's
16 what I know from the street from everyone. I don't
17 have very much experience as a corporate so you
18 usually go by what you hear and what sounds good.
19 So it was Nevada or New York State or Illinois or
20 California, it's the same thing to me.

21 Q Okay.

22 A I've been everywhere in the States so ...

23 Q Had you ever visited Nevada?

24 A I visit Las Vegas, I believe, a few times
25 with the mining shows.

1 Q Yes.

2 A Back then I visited Las Vegas. Every year
3 there used to be a mining show there so we used to
4 go along with Jack and the rest of the geologists to
5 see what's going on.

6 Q Was that while you were living in Canada?

7 A Yes, yes.

8 Q Since moving back to Greece, have you been
9 to Nevada?

10 A Never.

11 Q And how did you become associated with the
12 law firm of Clark Wilson?

13 A At the time I was living in Vancouver.
14 Clark and Wilson is very well known as a securities
15 attorneys.

16 Q Okay.

17 A It's a small community in the industry of
18 stock market. Used to be Vancouver Stock Exchange
19 back in the '90s.

20 Q Right.

21 A I don't believe it exist anymore. Now they
22 move everything to Toronto. So Bernard Pinsky and
23 all the attorneys -- they have three or four hotels
24 Downtown Vancouver. It's very small so you see the
25 people every day there.

1 Q So you formed Anavex Life Sciences.

2 Where did you get the name?

3 A I don't remember. It was a group of
4 researchers and myself and some other people.
5 Probably I invented. I don't know. With Alexander,
6 with other scientists, Anavex. It's just a name.

7 Q Did you form any other biotech companies?

8 A Before Anavex Life Sciences, again, I was
9 involved for a while in another company.

10 Q What was that one?

11 A I was an investor there, Acron Genomics,
12 A-c-r-o-n Genomics.

13 Q Acron?

14 A Yes.

15 Q Acron Genomics.

16 A Yes.

17 Q What kind of company is that?

18 A It was a biotech company. Last I hear -- I
19 was there for a little while and I left. After -- I
20 believe it was involved in nanotechnology, medical
21 device, like sensors --

22 Q Okay.

23 A -- something like that. Not a technology
24 but technology researchers.

25 Q And during what period of time were you

1 involved with Acron Genomics?

2 A I think it was the same time, 2004, 2005,
3 2006, something like that.

4 Q Were you an employee?

5 A I believe I was a consultant. I think,
6 yeah, they pay my expenses always.

7 Q Were you an officer or director?

8 A No, I don't think so. No.

9 Q Okay. Any other biotech companies in which
10 you've been involved?

11 A No. No.

12 Q Okay. So you formed Anavex.

13 Were you an officer or director of Anavex?

14 A Never. First I become a director in Anavex
15 was in 2013.

16 Q And before that you were not a director?

17 A No.

18 Q And you've never been an officer?

19 A Never before.

20 Q Okay. Are you now an officer?

21 A Yes. I'm still sitting on the board of
22 directors for Anavex Life Sciences.

23 Q Are you a president?

24 A No, no. Just director.

25 Q Just director?

1 A Yes.

2 Q And you've never been a president or a vice
3 president or a secretary of Anavex?

4 A At the time I was left by myself. I
5 believe the spring or summer of 2013 I was the only
6 officer in the company.

7 Q 2013?

8 A Yes, 2013.

9 MR. ANDERSON: I heard "2015" as well. You
10 mean 2013?

11 THE WITNESS: '13, yes.

12 MR. ANDERSON: Okay. I just want it to be
13 clear.

14 BY MR. NORK:

15 Q All right. Were you paid a salary or as a
16 consultant from Anavex in or about 2006?

17 A 2006?

18 Q Yes. Isn't that when you formed Anavex?

19 A Yes. 2006 or 2007. I don't think so. I
20 don't remember, because Anavex they never have any
21 money, too much money. If they pay, they must pay
22 some tickets of me if I have to fly or to the hotels
23 or events like this and stuff like that.

24 Q Right.

25 A But, no, I never worked for Anavex.

1 Q Okay. After 2006, 2007, did you become
2 involved in any other companies?

3 A I don't believe so.

4 Q Okay.

5 A I stick with Anavex pretty much.

6 Q Did you have any other source of income
7 after 2007?

8 A 2007, no. No, I never work after 2007
9 because I focus on the development of Anavex Life
10 Sciences.

11 Q Okay. So is it correct to say, then, that
12 from 2006 through 2015 you were not employed by any
13 company?

14 A No. 2006, 2015?

15 Q Yes, sir.

16 A I don't remember if I ever served as a
17 consultant -- I don't remember that -- in Anavex if
18 I served as a consultant. Definitely they covered
19 some of my expenses, my traveling. Usually I begged
20 them to pay for my ticket if I have to go to a
21 conference somewhere or something.

22 Q Sure. I'm more focused not on just your
23 expenses getting reimbursed, but you earning income.

24 Did you earn any income from Anavex or any
25 other company during that time frame of 2006 to

1 2015?

2 A I don't remember, honestly.

3 Q Okay.

4 A I was, I believe, consulting at some point.

5 Maybe that was earlier 2006, 2007. And in order to

6 avoid -- or to give me the ability to speak for the

7 company, I must sign a contract as a consultant --

8 Q Okay.

9 A -- because as a public company I have to

10 help the company. So they must have a little

11 contract for me or something but in the early days

12 in order to give me the ability so I could have

13 business cards and speak about the company --

14 Q Yes.

15 A -- in the conferences and various meetings,

16 that's about it. My attention was not to make money

17 from Anavex as an employee.

18 Q Okay. Did you have any other source of
19 income during that time frame, 2006 to 2015?

20 A Very much, no. I never work for other
21 people.

22 Q Okay.

23 A I was enough with my family's oil

24 operations. I invest whatever money I had in 2007

25 in Anavex Life Sciences and as an investor in 2007,

1 I stuck whatever I have there and buy shares of
2 Anavex Life Sciences. I always thought very soon,
3 very soon the company will do well and it'll be
4 bought up by a big pharmaceutical company.

5 Q Right.

6 A I'm a believer and I still am today. So
7 somebody that can work in the industry was not that
8 good.

9 Q Okay. Let me ask you this: I'm curious to
10 know what you did for money for living expenses from
11 2006 to 2015. What did you do?

12 A I'll tell you. In 2013 I have the big
13 heart operation --

14 Q Yes.

15 A -- in the spring. It was very critical.
16 It was 50/50 for me to get out. So no way for me to
17 do anything after 2013, zero.

18 Q Okay.

19 A My family never going to let me do
20 anything. My family was very upset why I get in
21 this business. I never have to work. So my father
22 is still alive and my mother and my brothers and
23 everybody's there. We're a very close family, a big
24 family. We have a big estate in my village.

25 My father was very upset. Looks a little

1 bit crazy for my wife because she's Canadian, but
2 that's the way we work there. He judge, I'm dying
3 from the stress from the business or I should take
4 it easy and live in the village and be fine, help in
5 the family, stuff like that.

6 So from 2013 and after I never had to do
7 nothing. They never let me to do anything. Before
8 from 2011 I make a big mistake, a big mistake, now
9 I'm 100 percent sure -- and visit Bahamas and Weiser
10 Asset Management.

11 Q Okay.

12 A And what happened I figure if I go in 2011
13 in Bahamas and open account like they promise to me
14 in the small J.P. Morgan, I deposit my certificates.
15 And if I get a little bit squeeze, I may sell
16 \$50,000, \$100,000 and be fine. This never was done.

17 Q Okay.

18 A So 2011, 2013 left me zero money, pretty
19 much.

20 Q So when you needed to buy groceries, buy
21 gasoline, buy a car, where did that money come from?

22 A I live in my house in my estate.

23 Q Okay. Who gave you the money?

24 A Nobody gave me money. My estate, you're
25 more than welcome to visit. It's a big house and I

1 don't have to have -- I'm always small amount, like
2 1,000 bucks a month is always available for
3 everybody there.

4 Q Where did that money come from?

5 A From the olive oil business.

6 Q Okay. So the money your family received
7 from the olive oil business was your sole source of
8 income?

9 A Yes. Family pool. It's a family pool of
10 cash.

11 MR. ANDERSON: Let him finish his question
12 before you start to answer so you make sure you
13 understand what he's asking.

14 THE WITNESS: I understand everything.
15 BY MR. NORK:

16 Q That was your sole source of income from
17 2006 to 2015, the money you received that your
18 family gave to you from the olive oil business.

19 A Yes, pretty much.

20 Q Okay. Did you receive any money during
21 that period of time from investments?

22 A Investments, 2011, 2015?

23 Q 2006 to 2015.

24 A Hold on. 2006 to 2015 from investments.

25 Q Yes, sir.

1 A That's a long time. You take me back a
2 long time. 2006 to 2015.

3 I remember maybe from 2010 and after. 2006
4 I don't remember very well.

5 Q Okay. Tell me about any money you may have
6 received from investments from 2010 to 2015.

7 A 2010 to --

8 Q Yes, sir.

9 A -- 2015 if I received any money.
10 I don't believe I received too much money
11 from investments --

12 Q Okay.

13 A -- from my stocks. Because only investment
14 I have is my stocks in Anavex Life Sciences, my
15 equities.

16 Q Well, then, let me break that down.
17 Between 2010 and 2015 did you sell any Anavex stock?

18 A Never.

19 Q Okay. Did you receive any money as a
20 consultant from Anavex during that period of time?

21 A 2010 to 2015?

22 Q Yes, sir.

23 A I don't remember, to be honest. I don't
24 remember.

25 Q Okay. Did you ever receive any money from

1 Lambros during that time? And let me be specific

2 for the record. Lambros Pedafronimos, do you know

3 who I'm speaking of?

4 A Yes, yes.

5 Q Okay. Did you receive any money from

6 Lambros between 2010 and 2015?

7 A I never received any money from Lambros

8 from that period of time.

9 Q And the name Nikolaos Pedafronimos, you

10 know who I'm speaking of?

11 A Yes, Lambros' father.

12 Q Did you receive any money from Nikolaos

13 between 2010 and 2015?

14 A I never receive any money.

15 Q Okay. Do you know the name Dina

16 Pedafronimos?

17 A Yes. Lambros' sister.

18 Q Did you receive any money from Dina between

19 2010 and 2015?

20 A Never.

21 Q Okay. Do you know the company Casad?

22 A Casad.

23 Q Yes, sir. C-a-s-a-d.

24 A Yes, yes, yes.

25 Q Did you ever receive any money from Casad

1 between 2010 and 2015?

2 A Never. I don't remember nothing like that.

3 Q Do you know the company Eurojenet?

4 A Eurojenet?

5 Q Yes, sir.

6 A To receive money from Eurojenet?

7 Q My first question is, Do you know the name
8 of the company?

9 A Yes, I know the name of the company. It
10 was a laboratory.

11 Q Did you ever receive any money from
12 Eurojenet from 2010 to 2015?

13 A 2010 to 2015, I don't believe so. I don't
14 think so.

15 Q Okay. And do you know the name Pierre
16 Ernie?

17 A Pierre Ernie, yes.

18 Q And did you ever receive any money from
19 Pierre Ernie between 2010 and 2015?

20 A Pierre, he's recently -- just recently he
21 pay some of my bills, I believe.

22 Q And when you say "recently," when was that?

23 A Just recently. That's the last couple
24 years.

25 Q Okay. But not between 2010 and 2015?

1 A 2010, 2015. Pierre Ernie, I don't believe
2 so.

3 Q Okay. And, actually, you make a good
4 point. You said Pierre Ernie may have paid some of
5 your bills in the past couple years.

6 A Yes.

7 Q Has Lambros ever paid any of your bills
8 between 2010 and 2015?

9 A No.

10 Q Did Dina ever pay any of your bills during
11 that time period?

12 A No.

13 Q Did Nikolaos pay any of your bills during
14 that time period?

15 A No.

16 Q Did Casad pay any of your bills during that
17 time period?

18 A I don't believe so.

19 Q Did Eurojenet pay any of your bills during
20 that time period?

21 A Expenses like tickets and stuff like that?

22 Q Sure.

23 A I don't remember. It's been a long time.
24 Eurojenet. This is before 2010. Maybe Christmas,
25 conferences, or something like that. No income as

1 an employee. Maybe pay me as a pay for everybody,
2 Christmas, stuff like that --

3 Q Okay.

4 A -- and I was participating. Probably yes
5 for Eurojet. Probably yes for Anavex.

6 Q But that was my next question.

7 Anavex may have paid some of your --

8 A No, no, no, no pay for me. Like I believe
9 Anavex was supporting and paying for conferences in
10 North America, like in New York, investment
11 conferences and stuff I may attend.

12 Q Okay.

13 A I was attending there. You know what I
14 mean? Speakers usually was executives from Anavex,
15 like the CEO. So let's say if I visit New York in
16 2010 or 2011 for business of Anavex, of course
17 Anavex must pay my tickets and everything.

18 Q Sure. But other than reimbursing your
19 expenses, did they ever pay you any bills that --

20 A Usually they buy my tickets because I never
21 have credit cards. They pay everything.

22 Q Okay. But they never paid any other
23 personal bills of yours.

24 A Like a power bill and stuff like that?

25 Q Yes, sir.

1 A No, no, no.

2 Q Who paid the power bill?

3 A My father still pays once a year.

4 Q Good for you.

5 Who pays for your automobiles?

6 A Automobiles, I have a little car, 2,500

7 euros. I got a Fiat Peugeot.

8 Q Okay, good. And how did you purchase that?

9 A 2,500 euros.

10 Q Where did the 2,500 euros come from?

11 A From my family.

12 Q Okay. Your house here in Athens, who paid
13 for that?

14 A I don't have a house. My wife has a house.
15 My wife's family they have a house. I don't have a
16 house.

17 Q Okay. Did your wife pay for any of your
18 personal expenses?

19 A My wife pay, like if she goes to the
20 supermarket, probably yes.

21 Q Okay. And what is her source of income?

22 A She's a -- she have a gym. She's a
23 personal trainer.

24 Q Okay. Does she have any other source of
25 income other than as a personal trainer?

1 A She's in psychology also.

2 Q Does she have any other source of income
3 other than as a personal trainer or as a
4 psychologist?

5 A Teaching English to kids, probably, by the
6 hour. She's Canadian. She's from Canada so I think
7 she's done a few of those things --

8 Q Okay.

9 A -- with kids.

10 Q Teaching English to kids?

11 A Yeah, yeah, yeah.

12 Q Anything else other than those three
13 things?

14 A I don't believe so.

15 Q Okay. Did you ever receive stock options
16 for Eurojenet?

17 A Stock options for Eurojenet?

18 Q Yes, sir.

19 A Eurojenet was a private company.

20 Q So no stock?

21 A No.

22 Q Did Casad have stock?

23 A No.

24 Q Okay. Did you receive stock options from
25 Anavex?

1 A Yes.

2 Q Okay.

3 A Last bunch I receive it last week, 50,000
4 shares of stock options.

5 Q Okay. And all of those stock options are
6 disclosed --

7 A Yes, yes.

8 Q -- in the SEC filings, correct?

9 A Everything I do in Anavex it's public
10 filing, everything.

11 Q Okay. We talked about you believe you may
12 have had a consulting or service agreement with
13 Anavex, correct?

14 A Yeah.

15 Q Did you ever have a consulting agreement or
16 service agreement with Casad?

17 A I don't remember that. I don't believe so.

18 Q Okay. Did you ever have a consulting or
19 service agreement with Eurojenet?

20 A I don't remember this stuff. It's been a
21 long time, honestly, Mr. Nork.

22 Q I understand.

23 A Honestly, it's been a long time. I'm not
24 -- the problem is I'm not active anymore. I don't
25 have an office anymore. After 2013 I kept a little

1 office in the house, but the kids they go there. I
2 don't even go to the computer very often.

3 Q So just give me your best recollection.

4 Do you recall whether or not --

5 A If I have a little contract with Anavex --
6 I remember with Anavex, I must have -- it was for
7 the reason to make me free to speak about Anavex
8 projects because as a public issue, it's always a
9 concern.

10 Q I understand that, and I think we've spoken
11 about Anavex.

12 A Yes.

13 Q I was focused on Eurojenet, whether or not
14 you had --

15 A I don't believe with Eurojenet because
16 Eurojenet was a Greek estate here. The laboratory
17 was here in Athens.

18 Q Okay.

19 A Do I have a consulting? I don't think so.

20 Q Did you have an office at Eurojenet?

21 A No, never.

22 Q Did you ever keep regular working hours at
23 Eurojenet?

24 A Never, never, never. If I was in Athens,
25 usually I do -- I used to do tours in the

1 universities and then the laboratories. I always

2 like to see facilities and research laboratories.

3 It was something new to me.

4 Q Did you ever have an ownership interest in
5 Eurojenet?

6 A No, never.

7 Q What kind of company is Casad?

8 A I don't remember. I hear the name. I
9 probably saw it was an investment company, something
10 like that.

11 Q Did you ever have an ownership interest in
12 that?

13 A No.

14 Q Were you ever an officer or shareholder in
15 Casad?

16 A (Witness shakes head.)

17 Q You have to answer audibly.

18 A No.

19 Q Were you ever an officer or have an
20 ownership interest in Eurojenet?

21 A No.

22 Q Okay. Did you ever have access to
23 Nikolaos' bank account?

24 A Never.

25 Q Did you ever have access to Dina's bank

1 account?

2 A Never.

3 Q And Dina is spelled, N-t-i-n-a, correct?

4 A D-i-n-a.

5 Q Because I've seen it spelled N-t-i-n-a.

6 A N-t-i-n-a is in Greek and D-i-n-a is in
7 English.

8 Q Okay.

9 A Never, never.

10 Q Did you ever have any access to Lambros'
11 bank account?

12 A Never, never.

13 Q So we discussed that there was a time that
14 you were the sole director of Anavex and that was
15 spring of 2013.

16 A I must become a director in Anavex
17 somewhere over there in the spring. It's in the
18 public filings --

19 Q Right.

20 A -- all this is.

21 Q No. I'm just curious what your
22 recollection is.

23 A Yes, the spring.

24 Q The spring?

25 A Yeah. I was left alone after the two

1 directors resign in one day, both of them.

2 Q Right. And how long were you the only
3 director?

4 A I believe I stayed for a few months.

5 Q And then what happened?

6 A I tried to see what's going to happen with
7 the company, because at the same time I was already
8 planning early of 2013 I planned my heart surgery to
9 be in the Easter time --

10 Q Right.

11 A -- because Easter is the best time,
12 vacation for the kids and so I can spend time with
13 my wife in the hospital. So all those things
14 happened in that period.

15 Q Okay.

16 A A lot of things happened the week I was in
17 the hospital. The two weeks I was in the hospital,
18 a lot of things happened.

19 Q Right. Well, when did you get more
20 directors to Anavex?

21 A More directors to Anavex, I think by the
22 end of 2013, 2014, definitely.

23 Q So almost all of 2013, then, you were the
24 only director.

25 A I don't remember, honestly. I have to see.

1 It's public. It's all in the filings in the news
2 announcement.

3 Q Right. I understand that.

4 A But the period I was by myself, at least a
5 few months.

6 Q Okay.

7 A Yes.

8 Q Does your wife own any stock in Anavex?

9 A My wife doesn't own any stock in Anavex.

10 Q Has she ever owned any stock in Anavex?

11 A Very difficult to remember. In the early
12 days back in 2007, maybe. Maybe. The stock was a
13 penny stock then.

14 Q Right.

15 A Maybe some small amount or something.

16 Q Do you know if your wife has ever sold her
17 Anavex stock and gave the proceeds of that sale to
18 you?

19 A No.

20 Q Do you know if your wife ever sold Anavex
21 stock and gave the proceeds of that sale to
22 Eurojenet?

23 A To Eurojenet, my wife? I don't believe so.

24 Q Okay.

25 A A lot of times, Mr. Nork, I should be

1 honest here, my wife do a lot of stuff privately.

2 Q I understand.

3 A And it happens to be on occasions in the
4 old days back in the '90s she's collecting, like,
5 the cash from the house, a few thousand dollars back
6 then.

7 And I learned she was buying stock in the
8 company when I was selling, because I know it's
9 going out of business. So I can't control her in
10 that type of things 100 percent.

11 Q I understand.

12 A My wife, again, is Canadian.

13 Q And she does her own thing.

14 A She's not like my mother, my father, you
15 know.

16 Q Is there anyone else, to your knowledge,
17 who may have sold Anavex stock and given the
18 proceeds to you?

19 A No, I don't remember.

20 Q Okay. Is there anyone else, to your
21 knowledge, who may have sold Anavex stock and given
22 it to Eurojenet?

23 A This is very difficult answers now, you put
24 me here. Because we're talking about thousands of
25 investors. Anavex as a public issuer has thousands

1 of investors. It's very hard for me to know what is
2 going on if it's not my business to know.

3 Q I understand.

4 MR. ANDERSON: Can I jump in? His question
5 asked you if you know. So if you know, answer the
6 question; if you don't know, just tell him you don't
7 know, but don't guess or speculate.

8 THE WITNESS: I don't know.

9 BY MR. NORK:

10 Q Okay. And I'm not trying to trick you. I
11 worded the question carefully and the question was,
12 Anyone to your knowledge may have sold stock and
13 invested it in Eurojenet. And if you don't know,
14 you don't know.

15 A It's difficult to remember. Maybe yes,
16 maybe no.

17 Q Okay.

18 A This is really, really -- I have to think.
19 I maybe have to see some notes.

20 MR. ANDERSON: His question is asking you
21 right now.

22 THE WITNESS: Right now, no.

23 BY MR. NORK:

24 Q Okay. Did Eurojenet ever own any stock in
25 Anavex? I don't know if I asked you that question.

1 A Eurojet, yes, I believe so.

2 Q And during what period of time?

3 A Again, I don't remember that. Definitely
4 before --

5 Q Okay.

6 A -- before 2015. Probably was exchange in
7 the laboratory work for shares, something like that.

8 Q Okay. So Eurojet would do lab work for
9 Anavex and be paid in shares of stock?

10 A At one point, probably, yes. Most of the
11 times it was paying with cash, but in difficult
12 times of Anavex, I think one or two times Anavex
13 paid with the shares Eurojet.

14 Q Okay. And did you play any part in
15 arranging for Eurojet to be paid with shares of
16 Anavex stock?

17 A Anavex used to have a board of directors
18 and make all the decisions. As a translator in
19 English and Greek, I may be, yes.

20 Q Okay.

21 (Exhibit 50 marked.)

22 BY MR. NORK:

23 Q Mr. Skarpelos, I've handed you a
24 document -- or the court reporter has handed you a
25 document marked Exhibit 50.

1 A Yes.

2 Q And my first question to you is, What is
3 Exhibit 50?

4 (Witness reviewing document.)

5 THE WITNESS: Looks like it's bank -- it's
6 the bank.

7 BY MR. NORK:

8 Q Bank statement?

9 A My account, I believe. It says my name.

10 Q Okay. And this is in Greek, correct?

11 A Yeah.

12 Q Okay. And my Greek is terrible.

13 A It's for National Bank of Greece, yeah.

14 Q Okay. Can you please look at the first
15 page of Exhibit 50.

16 A This right here (indicating)?

17 Q Yes, sir.

18 A Okay.

19 Q It appears to identify a date range
20 January 1, 2007, to -- I don't know if that's
21 April 1, 2018 --

22 A Yes, yes.

23 Q -- or January 4th or April 1st. Is it
24 January 4th or April 1st?

25 A I believe the 4th day of January.

1 Q Okay. So does this Exhibit 50 identify
2 your bank statement for that approximate 11-year
3 period?

4 A Yeah.

5 Q Okay. What is the second page of Exhibit
6 50?

7 A That's -- it's myself, my father, myself
8 and my brother.

9 Q And are these all the people whose names
10 are on this account?

11 A It's a joint account --

12 Q Okay.

13 A -- again in National Bank of Greece.

14 Q And who are the three names on the account
15 again?

16 A It's my father, my brother, and myself.

17 Q Okay.

18 A Must be different account. Yeah.

19 Q But that's what I'm asking. These four
20 pages are all provided to me --

21 A Yes.

22 Q -- as records of your bank statements.

23 A Yes.

24 Q And are they all -- do they all have to do
25 with the same bank account?

1 A It's the same bank but two different
2 accounts. One account is only me.

3 Q All right. So the third page of Exhibit
4 50, which is the one you're holding --

5 A Yes. Only myself.

6 Q -- that's only yourself?

7 A Yes.

8 Q Okay. And you see in the lower right-hand
9 corner of all of the pages, there's what we
10 attorneys call a "Bates stamp number." You see it
11 says "S" and then --

12 A Yes, yes, yes.

13 Q -- 33 and 34.

14 A Yes.

15 Q So S-33 is a bank account with you and your
16 father and your brother, correct?

17 A Yes.

18 Q S-34 is a bank account with just yourself,
19 correct?

20 A Yes.

21 Q And S-32, does this --

22 A Yes.

23 Q -- show that the records have to do with
24 both accounts?

25 A No. Just one.

1 Q And which one is that?

2 A One for one.

3 Q Okay.

4 A Don't have too much the number.

5 Q I think I understand. So if you look at

6 S-32 and S-33 and you see the last four digits of

7 the account is -3030?

8 A Yes, yes.

9 Q All right. So for S-32 -- are you on S-32?

10 It's the one in your right hand.

11 A Yes.

12 Q That is the account with you, your father,

13 and your brother, correct?

14 A Yes.

15 Q And are there any bank transactions listed

16 for that 11-year period?

17 A Nothing. That's why it shows here empty.

18 Q Okay. Then let's go to S-34 and S-35. And

19 that is the one that is your personal account,

20 correct?

21 A Yes, 34 and 35.

22 Q Do you have it?

23 MR. ANDERSON: Take your time to make sure

24 you understand it.

25 THE WITNESS: Yes. Yes.

1 BY MR. NORK:

2 Q All right. And if you look at the last
3 four digits, it's -2424, correct?

4 A Yes.

5 Q And what is the date range, if you look at
6 S-35 of this account statement?

7 A Yeah.

8 Q What is the date range? It appears to me
9 that it's January 1 -- actually, I can't tell.

10 A That's the problem. That's a problem.
11 Actually, I saw that last night. It's a computer
12 error or something. 11?

13 Again, it says no transactions, that's what
14 it shows. The accounts they are live, okay, but
15 they are froze. If you don't do activity, they are
16 froze.

17 Q Right.

18 A And one of the big problems is in 2015 we
19 had capital controls here in Greece. If you have
20 inactive accounts with not too much activity,
21 definitely they give me a hard time, even for this
22 ones. I have to go wait up in the line up in the
23 clerk.

24 Q Right.

25 A Banks after 2015 in Greece in general they

1 been under the European Commission regulated.

2 They're not private banks like they used to be. The
3 branch in my town where I visit it's difficult to
4 check the statements. Even I was upset.

5 Q Well, what I'm trying to find out is it
6 looks like there are two transactions listed on
7 S-35.

8 A They're not transactions. They must be
9 cash that I have to put 250 euros, or something.

10 Q Right. So these are deposits?

11 A Something like that, yeah.

12 Q And it appears that there are these two
13 deposits, one on August 14th of 2014 and one on
14 August 20th, 2014, and that appears to be the only
15 activity on this account for years.

16 A That's it.

17 Q Okay.

18 MR. ANDERSON: Counsel, can you help me and
19 point out where the date range is.

20 MR. NORK: I don't see a date range on
21 S-35.

22 MR. ANDERSON: Okay.

23 BY MR. NORK:

24 Q But I see that the statement is dated
25 January 4th, 2018. Is that correct?

1 A Yeah. I asked the bank in 2018.

2 Q For a statement?

3 A Yes, for a statement.

4 Q And so at least we know between August 2014
5 and January 2018 there were two transactions on this
6 account.

7 A Yeah, no transaction, because I have
8 another little incident. The tax man froze my bank
9 accounts.

10 Q Okay.

11 A And it was inactive either way, but he
12 froze it for 2,000 euros.

13 Q Why was it frozen?

14 A Thanks to my good friend Christos Livadas.

15 Q So Christos Livadas --

16 A He's left me with big luxury Jeep here in
17 Athens in my name in 2011, or something, 2012, and I
18 never -- we never -- there never was luxury taxes on
19 the big Jeep.

20 Q I don't understand.

21 MR. ANDERSON: And I think he's saying
22 "Jeep."

23 THE WITNESS: A big truck. Christos was
24 visiting Greece in 2011, or something, and he's
25 bought a big Jeep.

1 BY MR. NORK:

2 Q He bought a Jeep.

3 A Yes. But because Christos never had Greek
4 license, he's told me, Tom, can you put it in your
5 name, which is a very simple process. So he can use
6 it on his vacation time here in Greece. So I give
7 my license, Christos pay for his truck --

8 Q Yes.

9 A -- Athens again years later the government
10 here put luxury taxes.

11 Q Oh, I see.

12 A Because the Toyota, the big vehicle, I
13 think was all together 15,000, 20,000 luxury tax on
14 it with penalties, which I never pay because
15 Christos never give me the money.

16 Q So your account --

17 A They froze my accounts. The tax man froze
18 my accounts so I left it then.

19 MR. ANDERSON: Can we pause for a minute
20 and go off the record?

21 MR. NORK: Sure.

22 (Discussion off the record.)

23 BY MR. NORK:

24 Q Exhibit 50, that's those four pages that
25 are in front of you, are those the only bank

1 accounts in your name?

2 A Probably, yes. I must send them to
3 Mr. Murtha, to my counsel, a couple more but he
4 thought it was not --

5 MR. ANDERSON: Hang on. Don't say anything
6 that Mr. Murtha told you.

7 THE WITNESS: No, no. He never --

8 BY MR. NORK:

9 Q My question is just --

10 A Maybe one more, maybe one more inactive
11 again, but I felt it's worthless because it the
12 printing machine was worthless more than this one so
13 I tried to put the best I can in it. So I probably
14 have one more, yes, but it's inactive totally.

15 Q And it shows no activity on that either.

16 A No activity.

17 Q So you've had three bank accounts over ten
18 years and have had two deposits in them.

19 A Inactive. I never have reason, Mr. Nork,
20 to have active bank account because I never have
21 income.

22 Q Okay. So if you have money, where do you
23 keep it?

24 A If I have money, I have a nice bank
25 account.

1 Q Okay. But so you have not had a bank
2 account, though, at least during this period of
3 time.

4 A Because I don't have any money, serious
5 money. I never sold any position. If I sold any
6 stock, which that was my plan, to sell something in
7 Anavex from 2010 and after.

8 Q Right.

9 A That's what I figured in 2007. So two,
10 three, four years later I'm gonna sell a little bit
11 of my stock if the company doing well and then I'm
12 gonna make some money, and so I never pay attention
13 to these little things.

14 Q Okay. So other than the other bank
15 account, the third bank that you said has no
16 activity on it, Exhibit 50 is the sum total of all
17 of your banking activity for that 10-year period.

18 A I believe so.

19 Q Okay. Between 2005 and 2015 what was your
20 email address?

21 A 2005 and 2015?

22 Q Right.

23 A I must have two or three.

24 Q Okay. There's a Bizex account, correct?

25 A Yes. Bizex account from 2008, I believe,

1 2007 or 2008, something like that --

2 Q Okay.

3 A -- to 2015, that was my main email
4 account--

5 Q And what other ones --

6 A -- in Bizex.

7 Q What other ones may you have had?

8 A Anavex, I think I have from 2007 -- still
9 do -- Anavex email account.

10 Q Okay. Any other email accounts?

11 A Yahoo.

12 Q What was the other one?

13 A Yahoo.

14 MR. ANDERSON: Counsel, can I just jump in
15 for one second?

16 MR. NORK: Sure.

17 MR. ANDERSON: He wrote down "2013" and it
18 sounded like he said "2015." And I hope the court
19 reporter got it right. When you're saying "2013,"
20 I'm hearing "2015." I just want to make sure it's
21 clear and you enunciate.

22 THE WITNESS: Yes, I understand. I say
23 yes, from 2008 to 2015.

24 BY MR. NORK:

25 Q Well, actually, my question is from 2005 to

1 2015.

2 A To 2015.

3 Q Yes.

4 A I say from 2008, 2015.

5 Q That was Bizex.

6 A Bizex full time. And Anavex, which I still
7 have, Bizex goes only for those five years. Then
8 they kick me out. Anavex, I still have it and
9 Yahoo.

10 Q And how long have you had the Yahoo
11 account?

12 A Somewhere -- I still have my Yahoo.

13 Q Do you use it?

14 A Yes, yes.

15 Q Okay. Do you communicate primarily through
16 email or through text?

17 A Emails.

18 Q Okay. Do you have -- you know the text
19 application What's App?

20 A Yes. I hear my daughter. I never use it
21 because I don't know how to.

22 Q You don't know how to?

23 A No.

24 Q Okay. Did anyone else have access to any
25 of those three email accounts during that period

1 from 2005 to 2015?

2 A 2005, 2015.

3 Q Yes.

4 A Definitely 100 percent from 2008 to 2013 in
5 Bizex account it was Christos.

6 Q Okay. Christos?

7 A Christos Livadas he was having access
8 because it was 100 percent access and screening my
9 emails, because he's the owner of the server called
10 "Bizex." The Bizex server has been owned by
11 Christos or one of his companies in Bahamas. The
12 server was sitting in Christos' office, personal
13 office in Bahamas in Nassau, or somewhere. I don't
14 understand these type of things.

15 Q Okay. Did anyone else have access to any
16 of your email address?

17 A I don't know that. I don't know that
18 because Christos -- if Christos have it in his
19 office and his office and secretary and the people
20 he's working with, they must have it. I was not
21 very much familiar with technologies.

22 I didn't care very much if somebody look at
23 my emails because I don't have something there to
24 hide in privacy. You know what I mean? Because I'm
25 the director of a public company, everything's

1 public, so what's secret in my email?

2 MR. NORK: Sure.

3 (Exhibit 51 marked.)

4 BY MR. NORK:

5 Q Let's get 50 out of your way.

6 A Okay.

7 Q You've been handed Exhibit 51. Take a
8 moment to look at that.

9 (Witness reviewing document.)

10 THE WITNESS: Yes.

11 BY MR. NORK:

12 Q You know how for emails you have to read
13 them from the bottom up to understand the order?

14 A (Witness shakes head.)

15 Q No?

16 A No.

17 Q Well, you see the first question is, "Lou,
18 are you getting Tom's emails"?

19 A Oh, yes.

20 Q And you have to go up to see what the
21 answer is?

22 A I'm getting confused but, anyway, this is
23 very simple here, yes.

24 Q Sorry. Who is Lou?

25 A "Lou" is Lambros --

1 Q Okay.

2 A -- Lambros Pedafronimos.

3 Q And Lambros responds to Christos' email by
4 saying, "Ela, bud."

5 A Yes. Bud, friend.

6 Q Okay. "He'll be active on Monday. I
7 brought him down to village for some fresh air."
8 And then it says, "I monitor all of his
9 correspondence." What does that mean?

10 A Christos asking Lambros if I see my emails.
11 And, yeah, there was -- probably this is on
12 May 24th. I get out of the hospital May 11th,
13 May 12th, according to the hospital reports.

14 Q Right.

15 A So this is one week later, it looks like
16 it. Probably Lambros and my wife, they was taking
17 me down to the village. I wasn't able to drive for
18 two, three months.

19 Q Right.

20 A Christos and Lambros -- Christos, he's very
21 anxious, it seems to me, if I see my emails. So I
22 don't see him as a friend asking how I'm doing. He
23 asked if I see the emails.

24 So I believe in that time frame, if I
25 remember correct, Christos was anxious to see what

1 I'm doing in my business.

2 Q Yes. My question's much more narrow than
3 that.

4 A Yes.

5 Q My question is only, What did Lambros mean
6 by saying "I monitor all of his correspondence"?

7 A Probably he answering Christos if I see the
8 emails, if I understand. Christos is asking Lambros
9 if I see the emails, if Tom -- "Are you getting
10 Tom's emails."

11 Q Right.

12 A Me.

13 Q Is Lambros getting your emails.

14 A Probably they're talking about the time I
15 was in the hospital and my BlackBerry or my
16 iPhone -- I don't know what the hell I have at the
17 time -- how can I see my emails in the hospital in
18 the critical care. So somebody's probably -- I
19 don't know. The nurse, my wife, Lambros, the
20 visitors.

21 MR. ANDERSON: He's just asking do you know
22 what Lambros meant by, "I monitor all of his
23 correspondence"?

24 THE WITNESS: Oh.

25 BY MR. NORK:

1 Q That's all my question is, yes.

2 MR. ANDERSON: What did Lambros mean?

3 THE WITNESS: He means he saw my emails.

4 BY MR. NORK:

5 Q Okay. So does that mean that Lambros was
6 able to read your emails?

7 A Yes.

8 Q Okay. And how was it that Lambros was able
9 to read your emails?

10 A It's very simple, Mr. Nork. It looks like
11 I was unable to read the emails because I was in the
12 hospital. I wasn't able to breathe. I wasn't able
13 to drive or walk.

14 Q I understand all of that.

15 A So how can I say? My emails was my last
16 thing. Probably my wife or Lambros. Lambros was a
17 good friend with Christos also.

18 Q Right.

19 A That's why they were communicating to see
20 my emails, so probably Lambros was checking my
21 emails.

22 Q How would he do that? Would he have access
23 to your computer? Did he have your phone? What did
24 he do?

25 A If my iPhone blinks right now, anyone can

1 answer. I don't have pass codes.

2 Q Was that the only way Lambros could read
3 your emails if he had your phone?

4 A Yes, if he had my device.

5 Q Was Lambros able to log into your Bizex
6 account and read the emails?

7 A I have no idea. I don't know about the
8 technology. I don't know if somebody can log into
9 my emails here. I don't know that kind of stuff.

10 Q Okay. Would you have any problem with the
11 fact that Lambros may have been able to log in and
12 check your emails?

13 A I don't believe I ever have a problem for
14 someone to look at my emails.

15 Q Okay.

16 A I still don't have it.

17 Q And do you know if Lambros had access to
18 your emails only when you were recovering after your
19 surgery or for a longer period of time?

20 A I don't know when.

21 Q Okay.

22 A I don't know when.

23 Q That's fine. Between 2005 and 2015, that
24 same 10-year period, where did you reside?

25 A 2015?

1 Q Yes, sir.

2 A 2005 to 2015 -- from 2013 to now pretty
3 much I reside in my village and before -- 2005 I was
4 in Athens.

5 Q Okay. And were you residing in your wife's
6 residence in Athens?

7 A Yes.

8 Q Okay. And then after 2013 is when you went
9 back to the village, correct?

10 A Yes.

11 Q Now, what's the name of the village?

12 A A-s-t-r-o-s.

13 Q Did you reside anywhere else during that
14 10-year period?

15 A Traveling or live with my family.

16 Q Okay. Did you ever reside in the Bahamas
17 during that time period?

18 A Yes. I visited Bahamas in 2011.

19 Q And how long did you --

20 A I stay for a couple months, I believe, two
21 or three months.

22 Q Where did you stay when you were in the
23 Bahamas?

24 A I stayed in a house there with other guys.

25 Q Did you ever rent a house in the Bahamas

1 from Ivylyn Cassar?

2 A I never rent the house. I stay with my
3 friends Stelios.

4 Q And Stelios is the one who operates the
5 Bizex.

6 A Yes, yes. Stelios was having a beautiful
7 house by the water there. And Lambros was there
8 also. They do some stuff for Christos during that
9 time, try to organize his high technology in his
10 office.

11 So they invite me and I visit there. It
12 was beautiful. So we stay all of us together, me,
13 my wife and two kids, in Stelios's house.

14 Q Did Stelios own that house or was he
15 renting?

16 A I don't believe so.

17 Q Do you know if he was renting from Ivylyn
18 Cassar?

19 A Most probably.

20 Q During the period from 2005 to 2015, have
21 you always had the same phone number?

22 A No, I don't believe so. Usually I have a
23 cut in Athens, pay as you go.

24 Q Yes. And so the numbers change?

25 A Always.

1 Q Okay. I forgot to ask you at the
2 beginning, Have you ever been a party to a lawsuit
3 other than this one?

4 A What lawsuit? Somebody sue me in the
5 court?

6 Q Yes, sir.

7 A I've never been in the court the last at
8 least 20 years.

9 Q Okay. Did you sue someone else?

10 A Go to the court? Never.

11 Q Okay.

12 A Never.

13 Q If this matter goes to trial, is it your
14 intent to attend that trial?

15 A Of course. I'm very excited and very happy
16 to attend the trial for the first time in my life.

17 Q Okay.

18 A I like to see how the courtroom is. I see
19 a lot of videos and things like that. I'm so
20 excited against what people says to me around my
21 friends. Because I discussed my case with other
22 people and this and that. I'm willing to travel to
23 Reno on the front of the judge to hear my story,
24 sir.

25 Q Okay.

1 MR. NORK: How is everyone doing?

2 MR. ANDERSON: I think I could use a quick
3 break.

4 MR. NORK: All right. Let's take a break.

5 (Recess taken.)

6 BY MR. NORK:

7 Q When did you first meet Christos Livadas?

8 A Christos Livadas I met him in Calgary
9 Alberta around 1993, I believe, '94.

10 Q And how was it that you came to meet him?

11 A Christos Livadas' family and my inlaws, my
12 wife's family, they're very good friends. They're
13 from the same community.

14 Q Okay. And what was Christos doing in
15 Canada, if you know, at that time?

16 A I believe Christos at that time was working
17 around computers.

18 Q Okay.

19 A That's why I was interested in speaking
20 with him, because he's younger than myself, I
21 believe by five, six years. But because Christos
22 knew about technology, computers, emails, and
23 Internet, which was very, very early days back then,
24 we used to hang around my inlaws' house.

25 Q Okay.

1 A He used to visit with his family there.

2 Q When did you start engaging in business
3 dealings with Mr. Livadas?

4 A I never -- I never have any business
5 dealings with Christos personally. A few years
6 later he visit me and live around me in British
7 Columbia, as a younger guy with his girlfriend
8 there.

9 Because he knew me and my wife, he stayed
10 with us right next -- rent an apartment. He plays
11 his stock market there from his laptop, a high-tech
12 guy. He used to visit me in my office. I used to
13 have a private office.

14 Q Did you ever ask Christos to assist you
15 with investments or in raising money for companies?

16 A All the time we discussed that kind of
17 stuff.

18 Q And when did that start?

19 A Specifically, I don't remember. From the
20 '90s, I believe.

21 Q Okay.

22 A Always. Discussions with the people, it's
23 always about money, the stock market, who we know,
24 things like that.

25 Q Can you think of any instances in which

1 Christos was able to locate investors for your
2 companies?

3 A In which period?

4 Q Any period.

5 A I think Christos, his boss helped -- that's
6 what he says -- with Anavex. With Anavex I believe
7 he's helped with some of his friends' investors. In
8 the period of 2005 to 2013, which I used to see
9 Christos from '07 to '13 I used to see him
10 occasionally all the time.

11 Q Okay.

12 A -- up all the way -- the last time I saw
13 him was the summer of 2013, after my
14 hospitalization. He was staying here in this hotel
15 and he visit me. He comes from Bahamas, I think.
16 Because he's hanging around with a very luxury life
17 in Miami and he knows a lot of people.

18 Q Okay.

19 A So probably, yes, he must have introduced a
20 lot of his friends to Anavex Life Sciences.

21 Q Do you know if Christos located investors
22 for any company besides Anavex for you?

23 A For me?

24 Q Yes.

25 A I don't have any other company. I'm not

1 involved.

2 Q Okay. But he did locate some investors for
3 Anavex?

4 A For Anavex, yes.

5 Q And did you ever ask Christos to assist you
6 in selling any of your Anavex stock?

7 A I never asked Christos. Christos asking
8 me, because I was a holder of a position at Anavex
9 Life Sciences, and Christos knew that. Christos was
10 always very nice to me, treat me very, very nice.
11 Take me out in his luxury yachts, take me with his
12 private jets. Christos is the owner of five private
13 jets plus many, many private yachts back then.

14 Q Tom, can I stop you right there?

15 A Yes.

16 Q This deposition is going to be forever --

17 A If we continue like this.

18 Q -- if you keep going on about things that
19 don't have to do with the question.

20 A I'm sorry.

21 Q And I'd love to sit and talk to you for
22 days about this but, frankly, I don't have days.

23 A My apologies.

24 Q And I suspect you'd rather not spend days
25 in here as well. So please, if you could, just

1 focus on answering the questions.

2 A My apologies.

3 Q That's okay. My question was, Did Christos
4 ever assist you in selling any of your Anavex stock?

5 A He was asking me if he can do that and then
6 occasionally we may discuss it, yes.

7 Q And can you think of how many times he may
8 have assisted you in selling your Anavex stock?

9 A I never sold any of my stock in Anavex.

10 Q Okay.

11 A I still have my stock.

12 Q You've never sold any of your stock in
13 Anavex?

14 A Right. From the last, at least, how you
15 say, ten years.

16 Q Okay.

17 A The company has periods from 2015 to today,
18 it's straight on NASDAQ on the big board.

19 Q Okay.

20 A But, like, from 2010 to today, I never sold
21 stock of Anavex Life Sciences. That's why I don't
22 have bank account. That's why I don't have very
23 much money.

24 Q What about before 2007?

25 A 2007 was the early days of Anavex. It was

1 like the first investors, so there must be some
2 transactions there. We were a lot of partners.
3 That's a long time ago.

4 Q Okay.

5 A But definitely the Anavex it's been having
6 life around 2009, 2010 to today, which I never sell
7 any stock.

8 Q Okay. But you may have sold some stock
9 prior to 2010.

10 A In the early days I believe I must have
11 done transactions, which is recorded publicly with
12 the SEC. I file them always --

13 Q Okay.

14 A -- through my security lawyers. They file
15 them, everything like that. I must have done one or
16 two transactions but the transactions was very --
17 how can I say? Not to make money like in the
18 market. It was between the partners or the people
19 like that.

20 Q So it's not a public sale?

21 A No, no.

22 Q Private sale?

23 A Private sale.

24 Q And do you recall any instances in which
25 Christos assisted you in private sales of Anavex

1 stock during any period of time?

2 A Yes. We discussed it with Christos to help
3 me. He, actually, was along with me in 2013 after
4 my hospitalization. That's the reason he was here
5 in Athens visiting me.

6 Q Can you think of any time prior to 2013
7 that Christos assisted you in any private sales of
8 your Anavex stock?

9 A He's tried many time but I avoid it because
10 I never have to sell it.

11 Q Okay. Did you ever direct Christos to sell
12 your 6 million shares of Anavex stock after 2011?

13 A Never.

14 Q You've never told him to sell any of that
15 stock?

16 A Never.

17 Q Okay. Did Christos introduce you to Weiser
18 Asset Management?

19 A Yes.

20 Q Is it okay if I refer to Weiser Asset
21 Management as "WAM"?

22 A Yes. Yes.

23 Q And prior to Christos introducing you to
24 WAM, did you have any involvement with WAM?

25 A First time I hear about WAM was from

1 Christos.

2 Q Okay. And when was the first time you
3 heard of an entity called "Weiser Capital" or
4 "Weiser Bahamas"?

5 A First time I hear about those two names,
6 actually, I saw those names first time in 2015 in
7 the complaint in NATCO.

8 Q Okay. Did you ever communicate with anyone
9 at WAM?

10 A For Weiser, yes, many times.

11 Q And who did you speak to?

12 A I speak with Howard Daniels.

13 Q Okay. Anyone else?

14 A Howard Daniels was the guy who opened my
15 account. He tried to open my account in 2011.

16 Q Okay.

17 A I believe -- it's been a long time. I must
18 have met Charles Oddie. He was new to Bahamas from
19 Britain.

20 Q Charles?

21 A Oddie, something like that.

22 Q Okay.

23 A He's supposed to be the compliance officer
24 in Weiser Asset Management.

25 Q Okay. Did you speak to anyone else at WAM?

1 A I speak to Mr. Leo Soursos.

2 Q What's the last name?

3 A Soursos.

4 Q E-l-i-a-s, Leo.

5 A Okay.

6 Q People call him "Leo"?

7 A E-l-i-a-s, Leo.

8 Q Anyone else at Weiser Asset Management that
9 you spoke to?

10 A Of course I know a guy William Sean Lowry,
11 which he was a director of Anavex. But he was one
12 of the two directors that quit in Anavex in 2013 and
13 after he was going to work for Weiser, but I met
14 him.

15 Q Let me ask a better question now.

16 I'm interested in people that you spoke to
17 when they were at WAM.

18 A At WAM. In 2011 it was Howard, Christos --

19 Q Charles?

20 A -- Charles. Leo. I believe those two and
21 Stelios, the IT guy.

22 Q So did you say Christos as well?

23 A Yes, Christos was -- he was the boss of
24 everything.

25 Q And during what period of time was he the

1 boss of everything?

2 A From the time they start to spoke with me
3 about Weiser, 2010, or 2011, something like that.

4 Q Okay. And Stelios, you understood, was
5 with WAM as well.

6 A Either he was doing the private security
7 networks and stuff like that for Weiser. Stelios.

8 Q And how did you communicate with these
9 people at WAM?

10 A Most of the times I spent a lot of time
11 here in Greece back and forth.

12 Q Okay.

13 A Because all of them are Greek backgrounds
14 so they used to come to Greece and see me.

15 Q So you would see them in person?

16 A All the time.

17 Q How else would you communicate with them?

18 A Not very much with phones because there was
19 avoiding to speak on the phones. Christos
20 especially. He's introduced everybody the
21 BlackBerry machines back then and the pin system.

22 Q So did you communicate via email with any
23 of these people?

24 A Sometimes yes, with Howard, I believe. I
25 open the files to open the account with Christos,

1 probably, with emails back and forth.

2 Q What about with texts? Did you communicate
3 with any of these people via text?

4 A I don't know how it works even today. I
5 tried to text Dane the other day.

6 Q When you opened your account at WAM, did
7 you ever receive log-in information for your account
8 at WAM?

9 A Never.

10 Q Okay. Is it possible that anyone else may
11 have received your log-in information at WAM?

12 A I don't know.

13 Q Do you know if Lambros ever received your
14 log-in --

15 A I don't know that.

16 Q Let me finish the question.

17 Do you know if Lambros ever received your
18 log-in information at WAM?

19 A I don't know that.

20 Q Do you know if Christos ever received your
21 log-in information at WAM?

22 A I don't know that either.

23 Q Other than Christos, did you communicate
24 with anyone at Weiser Bahamas or Weiser Capital?

25 A I never hear the names before 2015. I

1 always know Weiser Asset Management, the company. I
2 met Howard Daniels, the director at that time, in
3 their office of their attorney.

4 Q Okay. These are the documents that have
5 been previously marked. Please turn to Exhibit 2.

6 MR. ANDERSON: Is it okay if I help him?

7 MR. NORK: Absolutely.

8 MR. ANDERSON: These are the official court
9 reporter copies.

10 BY MR. NORK:

11 Q What is Exhibit 2?

12 A This is one transfer of Anavex sales. It
13 happened in 2007, one sale. It's been reported with
14 SEC three days after this transaction --

15 Q Okay.

16 A -- as a public issuer.

17 Q So this was a sale of Anavex stock.

18 A Yes. It was in the -- yes, in 2007.

19 Q This was a sale of your Anavex stock.

20 A Yes.

21 Q Okay. And maybe I misunderstood your
22 testimony before, but I thought you said you never
23 sold any of your Anavex stock.

24 A Yes, I say that. Before 2010 I done some
25 transactions in the early days of incorporation of

1 the company. I explain there must be some
2 transactions, one or two transactions.

3 Q And this is one of them.

4 A This is one of the transactions, yes, yes.
5 It's public, everything, Mr. Nork.

6 Q I don't doubt that. You see that the last
7 page of Exhibit 2 lists the buyer of the stock?

8 A Yes. Amsbach.

9 Q But the name of the buyer is not listed
10 anywhere else other than in the document, correct?

11 A Here in the agreement.

12 Q Right.

13 A Yeah.

14 Q I looked for it and I didn't see a name of
15 the buyer listed anywhere other than Schedule A.

16 A Uh-huh.

17 Q Does that sound about right?

18 A I don't know. I'm not a lawyer, as you
19 know.

20 Q I understand.

21 A It was a long time ago.

22 MR. ANDERSON: Tom, all he's asking is if
23 you know whether that name appears in the body of
24 the agreement anywhere.

25 THE WITNESS: I have to read it. Actually,

1 I never read this thing. This is a long time ago.

2 If it's not, it's not.

3 BY MR. NORK:

4 Q Well, this is your signature on the
5 document.

6 A Yes, yes, it's my signature. I remember
7 this transaction because I done -- Bernard Pinsky
8 has done my inside filings. 2007 was the year of
9 the incorporation of the company, exchange shares
10 and partners and stuff like that. It was penny
11 stock level.

12 Q Okay. Do you see on the first page,
13 Exhibit 2, paragraph 1.1?

14 A Yes.

15 Q And the very last -- actually, the very
16 last two words on that say "Closing date as defined
17 below." Do you see that?

18 A Yes.

19 Q I can't see a closing date defined anywhere
20 in this agreement. Can you?

21 A No. As a closing day, no.

22 Q So there's no specific date that's
23 identified as to when this is going to close,
24 correct?

25 A Yes.

1 Q So this agreement in which you're selling
2 Anavex stock, the identity of the buyer is not in
3 the body of the agreement and the date of the sale
4 is not in the agreement, correct?

5 A Yes, yes.

6 Q When you sold this stock where did the
7 money go?

8 A I never received money.

9 Q Well, where did the money go? Do you know
10 where it went?

11 A I don't believe any money was exchanged.

12 Q You don't believe any money was exchanged?

13 A No.

14 Q Okay. Then why were you selling the stock?

15 A They convinced me. They convinced me?

16 Q Who?

17 A Christos Livadas.

18 Q Okay. But you don't believe --

19 A I don't even know who is this company. He
20 convinced me if I sold two blocks of my stock,
21 because I'm greedy, because I have too many
22 shares -- please, be in the file -- to some
23 important people he knows, in turn, he will help me
24 to raise funds for the company.

25 Q Okay.

1 A That's why this transaction occurs. I
2 never receive any money.

3 Q You never received any money when you sold
4 this stock?

5 A No. I don't even know who is Amsbach.

6 Q I'm sorry?

7 A I don't know who is this company. I don't
8 know -- I'm assuming this is offshore. I believe it
9 is offshore, something like that.

10 Q I don't know.

11 A I don't know why it's in the documents
12 here. I never understood why it's here.

13 Q Okay. Do you know who prepared this
14 document?

15 A Christos Livadas.

16 Q Okay. Do you know if an attorney assisted
17 him in preparing it?

18 A I don't know nothing. Nothing, zero.

19 Q Did you ask an attorney of yours to review
20 it?

21 A No.

22 Q You just signed it. Yes?

23 A Yes, yes.

24 Q Okay. Can you turn, please, to Exhibit 3.

25 (Witness reviewing document.)

1 BY MR. NORK:

2 Q Okay. What is this document?

3 A Pardon me?

4 Q What is this document?

5 A This document looks like it says -- I'm
6 asking Christos, okay, to finish with some
7 transaction, probably the previous transaction, and
8 send some money to Credit Suisse in Geneva.

9 Q All right. The subject of this email is
10 "Anavex affiliate Stock Purchase Agreement
11 September 27th, 2007."

12 A Yes. All this comes from Christos, by the
13 way.

14 MR. ANDERSON: Listen to his question.

15 THE WITNESS: Go ahead.

16 BY MR. NORK:

17 Q Well, I want to make sure of that because
18 that's -- the first email is an email from you to
19 you.

20 A Yes.

21 Q Do you see that?

22 A Yeah. Yes, yes.

23 Q And then the second email is an email from
24 you to Christos, correct?

25 A Yes.

1 Q So you're the one who typed "Anavex
2 affiliate Stock Purchase Agreement September 27th,
3 2007."

4 A I don't know that because this is from his
5 private server, which happens to have a name on it.
6 So this is -- it must be more emails, looks like it,
7 but it's specific, selective to this one. So I'm
8 kind of concerned how the whole situation was.

9 If I remember correct, it's Christos. He's
10 tried to convince me and make sure he's going to
11 have all the paperwork and I asked him to send him
12 some money, which never occurred. I never followed.
13 I forgot what happens with this transaction.

14 Q Well, it says the agreement is
15 September 27th, 2007, correct?

16 A Yes.

17 Q If you look at Exhibit 2, that's the date
18 of Exhibit 2, correct?

19 A Yes, yes.

20 Q And it appears from Exhibit 3 that you have
21 provided Christos with wire instructions to Casad.

22 A Yes.

23 Q Okay. And what is Casad?

24 A Casad, I don't even know. It's a Swiss
25 company. Like I don't even know what's Amsbach. I

1 know it's a Swiss company. Probably Christos ask me
2 can you find somebody to receive the money. That's
3 all I know.

4 Q You don't know what Casad is at all?

5 A Casad, I don't know. It's a Swiss company,
6 it looks like it to me, because it has a Swiss -- in
7 France, Casad, it's a Swiss company, Switzerland.

8 Q Okay. Well, you sent this email from
9 yourself to yourself.

10 A Yes. From myself to myself?

11 Q Correct. On October 1st at the bottom it
12 says, "From Tom at Bizex to Tom at Bizex."

13 A I don't understand, Mr. Nork, this email
14 and how it work. In somebody else's server this
15 could be manipulative. I'd like this to be in the
16 record.

17 Q Okay. Let me ask you this: So do you
18 believe that someone falsified this email?

19 A No, no, no, I don't say that.

20 Q Okay.

21 A This is my saying here. Probably Christos
22 or someone's asking me to provide with more details
23 to do the transaction for money.

24 Q Okay.

25 A I done my filings with SEC. I sell in this

1 block. I never received money.

2 Q Okay.

3 A I don't know what happened.

4 Q Let me ask you this: The wire instructions
5 at the bottom of this email, do you have any
6 recollection of you getting this information, the
7 name of the bank, the wire -- the account number,
8 the IBAN number?

9 A Probably, yes.

10 Q Where did you get that information?

11 A In Switzerland at that time I used to know
12 a lot of bankers there in Geneva, especially.

13 Q Okay.

14 A Probably it's one of the bankers. It's
15 kind of difficult for me to remember because I never
16 collect any money. If I was having money, yes, I
17 would have it and know the details.

18 Q Okay. So then let's look at the message at
19 the top that was sent from, apparently, your
20 BlackBerry.

21 A Yes.

22 Q It says, "Tell me when you can send the
23 money. It's very urgent. I have to pay lots of
24 stuff ASAP. Otherwise, I am having a problem."

25 A Yes.

1 **Q What does that mean?**

2 A I was begging Christos like he's promised
3 me he was going to pay some money for this
4 transaction, which he's never done it.

5 **Q Okay.**

6 A Christos, he's never done it. He's blaming
7 me I'm greedy, I have too many stocks. And in order
8 for him to help me to raise funds for Anavex always,
9 I should give up some of my position.

10 **Q Okay.**

11 A That's exactly his words.

12 **Q I understand. This email to Christos from**
13 **you, you're telling him you desperately need money.**

14 A Yes.

15 **Q Why did you desperately need money?**

16 A Because here I'm losing a big chunk of my
17 stock. I should get something off that.

18 **Q Well, when you say "otherwise" --**

19 A Having a problem, always.

20 **Q What does that mean?**

21 A Having a problem, I don't have any money
22 for cigarettes.

23 **Q So you needed money to buy cigarettes?**

24 A That's the language I used with Christos.
25 I have difficulty communicating with him.

1 Q When you say you didn't receive any money
2 from this sale, what did you do then?

3 A Nothing. We had a little fight few times,
4 he threatened me -- on the record, please. Yes.
5 Mr. Nork, you ask me, I have to answer.

6 Q Okay. No. You're right. My focus is you
7 say you desperately need money, you claim you never
8 received money --

9 A Never received money.

10 Q So what did you do for money for
11 cigarettes?

12 A Nothing. Not much I can do because I never
13 know who is Amsbach.

14 Q Why would you provide this wire instruction
15 to Christos?

16 A Hoping having some money.

17 Q Well, that's what confuses me, because
18 you're asking Christos to send the money to Casad.

19 A So Christos knows something about Amsbach.

20 Q Say that again.

21 A If I ask Christos -- I try to understand.
22 Because my understanding was Amsbach, which I can't
23 prove it, no way for me to prove it who is behind
24 it, it's an offshore, Christos must have something
25 to do with Amsbach.

1 But no way for me to do anything with that
2 and try to collect my money, because I can't prove
3 it. It's an offshore. You know what I mean? So
4 probably at that time Christos convinced me,
5 according to this email, to sell to this company. I
6 done my filings, I done all the instructions in
7 NATCO. My stock left my account from NATCO to this
8 company's account.

9 Q Okay.

10 A And then I tried to beg him for money for
11 something. I lost track out of that.

12 Q Why did you ask him to send money to Casad?

13 A Who I should ask?

14 Q According to this email, you're directing
15 Christos to wire the money to Casad.

16 A Yes.

17 Q Why?

18 A Because Christos bought the stock. That's
19 what he says to me.

20 Q No. My question is why Casad?

21 A Probably I was convinced. I was in --

22 MR. ANDERSON: The question is, Do you know
23 why you instructed money to go to Casad, and if you
24 know the answer, please answer. If you don't know
25 the answer, don't guess or speculate.

1 THE WITNESS: I was in Geneva at the time
2 and Casad because probably the most convenient
3 company to wire the money. The same thing happens
4 to me if I go to Bahamas and somebody wants to send
5 me money in Bahamas. Probably I ask Christos can
6 somebody send me money to Bahamas because I don't
7 have an account.

8 Q What is a Casad?

9 A It looks like it's a Swiss company.

10 Q I understand. So --

11 A I don't know nothing more. Probably one of
12 the investment companies they have in Switzerland.

13 Q Well, how did you get --

14 A Small companies.

15 Q How did you get the name to ask Christos to
16 send money to Casad?

17 A To Casad?

18 Q Yes.

19 A I was probably in one of the lawyer's
20 offices and I asked for a company for somewhere we
21 can use hypothetically, or something like that.

22 Q Okay. Let me stop you there. Let's say
23 that happened and you sold the stock and Christos
24 sent the money to Casad, which was the name of a
25 company that you got from an attorney in Geneva.

1 A Yes.

2 Q How would you then get the money?

3 A If the money is there.

4 Q If it went to Casad, then what would
5 happen?

6 A I wouldn't know it because they wouldn't
7 tell me. Probably one of the lawyers they will tell
8 me in Geneva or the bankers.

9 Q Would they give you cash?

10 A No, no, no. Why they gonna give me cash?
11 I'm going to probably open account in Credit Suisse
12 or UBS or J.P. Morgan and put the money there. They
13 have my credit cards, have my lifeline, but it never
14 happens.

15 Q Did you have an account at Credit Suisse or
16 anywhere else in Switzerland.

17 A No, I never had an account in Switzerland.
18 I never have an offshore Switzerland or Bahamas or
19 anywhere else in my life.

20 Q So your plan, then, was for the money to go
21 to Casad and then you would open an account in
22 Switzerland.

23 A Yes.

24 Q And then the money would somehow go to that
25 account?

1 A Yes.

2 Q But it's your testimony that that never
3 happened.

4 A Never happened.

5 Q Okay. Can you turn, please, to Exhibit 6.

6 A Okay.

7 Q Have you seen Exhibit 6 from today?

8 A Yes, I have the original in my briefcase
9 here.

10 Q Okay. That's your signature?

11 A Yes.

12 Q Who notarized your signature?

13 A It's a public office, the City Hall here in
14 Greece. They have little office everywhere for the
15 citizens to just walk in.

16 Q Okay.

17 A So they usually have a secretary there so
18 you show your ID --

19 Q Yes.

20 A Like my Greek ID, I show there the
21 signature and they stamp it. It's a cheap
22 notarizing. You don't pay nothing but it's not very
23 much liable. You know what I mean? It's one of the
24 cheapest. It's not like a seal from a legal
25 attorney or from a medallion signature. This is not

1 a medallion signature.

2 Q This is a notary from a government office.

3 A Yes, the government office in the lowest
4 level on the street. They call it K. E. P.

5 Q How do you spell that?

6 A K-E-P.

7 Q K. E. P., okay. So you signed this power of
8 attorney?

9 A Yeah.

10 Q Do you recall ever signing any other powers
11 of attorney?

12 A I must have.

13 Q Why do you say that?

14 A Well, say that again.

15 Q You signed this blank power of attorney?

16 A This blank, yes, I signed that. Yes.

17 Q Do you recall ever signing any other blank
18 powers of attorney?

19 A No, not very many.

20 Q How many?

21 A I don't remember. I don't remember.

22 Q Well, you said "not very many."

23 A No. I don't think I signed blank power of
24 attorneys. In my briefcase I have a signed blank --
25 I don't know -- I don't understand your question.

1 Q My question is, Other than this one -- and
2 it looks like -- what was the date of the notary on
3 this?

4 A July 9th.

5 Q July 9th. Other than this July 9th
6 blank power of attorney that you signed, do you have
7 any recollection of ever signing any other blank
8 powers of attorney?

9 A In July.

10 Q At any time ever in your life.

11 A In my life?

12 Q Yes.

13 A I don't remember.

14 Q Okay. Turn, please, to Exhibit 7.

15 A Yes.

16 Q And what is Exhibit 7.

17 A It's the first page of opening account in
18 Weiser Asset Management.

19 Q Okay. It's actually a couple of pages,
20 hopefully. Is this your handwriting?

21 A Yes.

22 Q Did anyone assist you in filling out this
23 document?

24 A Yes.

25 Q Who?

1 A Howard Daniels.

2 Q And how did he assist you?

3 A We was sitting in the office of Weiser's
4 attorney in Bahamas in the office there and Howard,
5 he passed this and I fill it up.

6 Q Okay. So it's your testimony that you were
7 physically present in the Bahamas and Howard Daniels
8 gave you this application and you filled it out.

9 A Yes, yes.

10 Q On the third page of this document, if you
11 look in the lower corner it's Weiser 364.

12 A Yes.

13 Q That's your passport?

14 A Yes.

15 Q Do you know who signed the signature line
16 for Equity Trust Bahamas Limited?

17 A It has the name "Kaiser." It's the lawyer.

18 Q The lawyer for Equity Trust?

19 A Yes. One of the lawyers.

20 Q Okay.

21 MR. ANDERSON: Just to clarify, it appears
22 there's two signatures.

23 MR. NORK: Yeah. I can't tell.

24 BY MR. NORK:

25 Q Is there more than one signature?

1 A There was -- it's a little office with
2 Bahamian lawyers, Equity Trust. It was Christos'
3 good friends so that's why they take me there to do
4 that.

5 MR. ANDERSON: His question was, Do you
6 know if there's two signatures there?

7 THE WITNESS: I don't know.

8 BY MR. NORK:

9 Q And you can't as you sit here today tell me
10 whose names those are on the signature line.

11 A It's the lawyers'. There's a signature.

12 MR. ANDERSON: Do you know?

13 BY MR. NORK:

14 Q I can't read it either.

15 A It's Equity Trust, it's the lawyers'
16 signature.

17 MR. ANDERSON: Do you know whose signatures
18 those two are, if there's two?

19 THE WITNESS: If I remember correct, it was
20 a family. It's a family, Bahamian father, son,
21 Caesar, and the first wife and second wife of the
22 son. They're all lawyers.

23 BY MR. NORK:

24 Q Do you remember their names?

25 A Caesar is the last name.

1 Q Caesar?

2 A Yes. The old man is very, very well known
3 in Bahamas, Caesar. And Kaiser, he was the son, I
4 believe. And the father, he has an office, Equity
5 Trust, I believe, with the first wife of his son,
6 something like that. It's a family of lawyers.

7 Q Okay.

8 A They have two offices there. So it's very
9 good friends of Christos and they probably have --
10 he's take them to the little office to notarize my
11 passport.

12 Q Okay. Other than Howard Daniels, did
13 anyone else assist you in preparing Exhibit 7?

14 A No. 7, fill out this one? It was Lambros,
15 I believe.

16 Q Lambros was there?

17 A Yeah. I don't know if Christos was there
18 or outside smoking. I visit there in Bahamas, so
19 they take me downtown because I met Howard, Lambros,
20 Christos, Stelios. All of them was there and they
21 was going to the casino usually every day. Christos
22 used to visit the casino every day.

23 Q Do you know if Lambros provided a copy of
24 his passport?

25 A I don't know. To open an account there,

1 Weiser?

2 Q No. To be authorized to conduct business
3 on your behalf.

4 A I don't believe so.

5 Q Okay. Do you know if Lambros opened an
6 account at WAM?

7 A I don't know. I have no recollection of
8 that. I don't know. And definitely Lambros is not
9 going to tell me his private details. He's very
10 sneaky.

11 Q Okay. Do you know anyone at Equity Trust
12 Bank?

13 A Bank?

14 Q I'm sorry. Equity Trust Bahamas Limited,
15 do you know the people there?

16 A I met the people there only one or two
17 times.

18 Q Do you recall their names?

19 A Caesar, I think, Kaiser. I don't remember.

20 Q Okay. That's fine.

21 A I met the family, the whole family.

22 Q Turn, please, to Exhibit 8.

23 What is Exhibit 8?

24 A This continuation of the application, I
25 believe, the same thing.

1 Q Okay. And is this your handwriting on
2 Exhibit 8?

3 A No.

4 Q It looks like page two is different
5 handwriting. I'm sorry. Not page two. Where it
6 says Weiser 354.

7 A It's not my writing.

8 Q Do you know whose it is?

9 A I don't know. Maybe Howard Daniels. I
10 don't know.

11 Q If you look at Weiser 361, the last page,
12 at the very bottom that looks like different
13 handwriting as well.

14 A Which one?

15 MR. ANDERSON: 361, counsel.

16 MR. NORK: 361.

17 MR. ANDERSON: I'll help you here.

18 BY MR. NORK:

19 Q Do you know whose handwriting that might be
20 at the bottom?

21 A I don't know. Probably the -- it says here
22 "Internal Weiser management approval signature."
23 Maybe it's the signature of Howard Daniels. I don't
24 know.

25 Q I don't want you to guess.

1 A I don't know. I believe Weiser people.

2 No, it's not mine. Definitely not mine.

3 Q Okay. Turn, please, to page Weiser 359 at
4 the top.

5 A Yeah.

6 Q "Please tell us how you are funding this
7 account, check all that apply." And it looks like
8 you've checked the box for "Funds from another
9 account" and then it looks like you checked the box
10 "Other certificates for AVXL," correct?

11 A Yes.

12 Q And "AVXL" is Anavex, correct?

13 A Yes.

14 Q Do you recall what funds from another
15 account you may have been providing to Weiser?

16 A I never provided any funds from any other
17 account. I believe this is Opening Account form. I
18 don't believe it's something -- most of this stuff
19 was Howard Daniels. He fill it up here, the boxes.
20 He's asking me questions like what we doing right
21 now.

22 How are you going to finance? In the
23 question I say yes, I'm going to hand a certificate
24 of AVXL. Maybe he's asking me if you'll bring cash
25 from another account and I say yes, something like

1 that. Nothing specific, just very general.

2 Q I understand. Did you check the box or did
3 Howard Daniels check the box?

4 A Howard Daniels.

5 Q Did Howard Daniels check the box under
6 "Other"?

7 A Yes. That's his checking the box.

8 Q And who wrote "Certificates for AVXL"?

9 A It's not my handwriting. Probably it's
10 Howard.

11 Q You think Howard wrote that?

12 A Some of this stuff it was like we sitting
13 here with Dane and --

14 MR. ANDERSON: If you know who wrote it,
15 you can tell him. If you don't know, the answer is
16 "I don't know."

17 THE WITNESS: Fill up the whole application
18 was between me and Howard Daniels. He was trying to
19 help me to go faster.

20 BY MR. NORK:

21 Q Well, if you look at Weiser 354 and then
22 Weiser 359, the handwriting looks very different,
23 would you agree, between the handwriting on Weiser
24 354 and the handwritten certificate for AVXL on 359.

25 A Probably, yes.

1 Q Doesn't the handwriting for certificates
2 for AVXL look more like your handwriting on Exhibit
3 7?

4 A This one here, "Certificates for AVXL"?

5 Q Correct. Is that your handwriting or
6 Howard's?

7 A This is mine.

8 MR. ANDERSON: On Exhibit 7.

9 THE WITNESS: The first one is mine
10 definitely. The rest of them, I don't know. They
11 may fill it up. The lawyer was sitting there, one
12 of the Kaisers, Howard Daniels. I don't remember.
13 I never pay attention.

14 BY MR. NORK:

15 Q Are you certain, sir, that that is not your
16 handwriting, "Certificate for AVXL" on Weiser 359?

17 A This here?

18 Q Yes.

19 A I don't know. I'm not an expert of the
20 signature. If I have the original, I may be more
21 helpful.

22 Q But you don't know.

23 A I don't have to know.

24 MR. ANDERSON: Do you know if that's your
25 handwriting or not?

1 THE WITNESS: Maybe yes, maybe not. I'm
2 not sure. I'm not sure.

3 BY MR. NORK:

4 Q That's fine. That's often the best answer
5 if you're not sure.

6 A Because it's photocopy.

7 Q Okay. Did you understand what was meant by
8 "Tell us how you are funding this account"?

9 A I understand how you fund it. I don't have
10 money. Maybe the question -- if you have money
11 somewhere else, you're going to bring it here. I
12 probably say yes.

13 The whole idea that was excited, the people
14 in Weiser at that point, was my certificates and my
15 equities in Anavex Life Sciences as a public
16 company. That's it.

17 Q What was your intent in opening this
18 account?

19 A I opened the account because they convinced
20 me it's going to be a little private stockbrokers,
21 like ones you have in the States or in Canada, small
22 one.

23 But I'm going to be one of the first
24 investors there, that was make me excited. I was
25 not having intention to sell any stock at that

1 point.

2 Q Well, what were you planning on doing with
3 this account?

4 A Just depositing my certificates. They
5 always tried to convince me for a long time for
6 that. Because if I deposit at that point my
7 certificates, okay, 6-point-something million
8 shares, that's a lot of money so they can show good
9 to the Bahamas security to get their license. They
10 were in the license process at that time.

11 Q I understand all that.

12 What was in it for you?

13 A For me? Instead to have it in NATCO, they
14 convinced me to put them there. It's the same thing
15 to me.

16 Q Okay. So all you ever intended to do was
17 deposit your certificates.

18 A Deposit my certificates, yes, yes.

19 Q And you were just going to leave them
20 there.

21 A Leave them. It's like I deposit in J.P.
22 Morgan. For that point, yes, leave them there.

23 Q Let's take a look at Exhibit 9, please.

24 A Okay.

25 Q What is that?

1 A Exhibit 9 says "Weiser Asset Management
2 Account Agreement Terms and Conditions."

3 Q Did you ever receive this as part of your
4 account opening?

5 A I never received that. The first time I
6 see this one it was in the documents my attorney
7 sent to me.

8 Q Okay.

9 A I never receive it before. I never seen it
10 before.

11 Q Is it possible that the terms and
12 conditions may have been sent to Lambros?

13 A I don't know that.

14 Q Okay. Is it possible they may have been
15 sent to Christos?

16 A I don't know that.

17 Q Okay. Turn, please, to Exhibit 15.

18 (Witness reviewing document.)

19 BY MR. NORK:

20 Q What is Exhibit 15?

21 A Exhibit 15 is communication, it looks like
22 it, with myself and Howard Daniels, the chief
23 operating officer and director at Weiser Asset
24 Management --

25 Q Okay.

1 A -- to go to walk down in their office and
2 deposit my certificates and open the account.

3 Q Okay. If you look at the portion of the
4 email from Mr. Daniels, it says "Hi Tom. I hope
5 you're doing well. I understand you have some
6 certificates that you would like to courier in
7 advance of opening your account with Weiser."

8 A Yeah.

9 Q Does this mean that you were not in the
10 Bahamas at the time of this email on May 27th?

11 A I don't know. I don't remember.

12 Q What did you understand by the term
13 "courier"?

14 A What I understand? Probably -- I don't
15 know. I don't remember the dates, Mr. Nork.
16 Probably Howard Daniels he's never known me on
17 Bahamas. I was on the way there and he emailed me
18 and said "Tom, courier." But it's hard to remember
19 my flight schedule.

20 Q Okay.

21 A I was definitely on the way there.

22 Q Is it possible that you were still in
23 Greece at the time of this email?

24 A I don't remember.

25 Q Okay. When he said --

1 A The 27th of May. If we see when I opened
2 my account --

3 Q You signed it on May 30th.

4 A So probably I was on the way there. Not in
5 Greece. Already in Bahamas or on the way from Miami
6 to Bahamas, somewhere over there, close, not from
7 Greece.

8 Q Did you have the original stock
9 certificates with you?

10 A Probably in my briefcase. I'm not so sure.

11 Q When Mr. Daniels asked you to courier them,
12 do you know if you sent them by FedEx, by UPS, DHL?

13 A I don't remember seriously if I have it in
14 my briefcase or in NATCO and I asked NATCO to send
15 them to me and then they take them. I don't
16 remember the logistics of -- I remember to hand them
17 in person myself to Mr. Daniels.

18 Q Well, that's why I was confused. Because
19 that was your testimony, that you handed them to Mr.
20 Daniels --

21 A Yes.

22 Q -- but in this email he's asking you to
23 courier them to him.

24 A Probably he felt that I'm in the States
25 still.

1 Q Okay.

2 A Because he says here in the email, "Courier
3 in advance of opening your account," you know what I
4 mean?

5 Q Yeah.

6 A So it's very logical to me. Probably I was
7 on the way there. I never pay attention. I never
8 know if I have it with me in my briefcase or it's
9 with NATCO on the way there. Definitely I handled
10 it personally myself, two certificates from the
11 people.

12 Q So look at the top of Exhibit 15. You
13 respond to Mr. Daniels' email. It says, "Thank you,
14 Howard. I also need the forms to open account with
15 Weiser Asset Management Limited before I leave so we
16 can deposit the Anavex certificate in that account."

17 A Yes.

18 Q What did you mean "before I leave"?

19 A Before I leave the Bahamas. Because I was
20 on the way there, it looks like it to me. Before I
21 leave.

22 Q Okay. So you weren't asking for the forms
23 in advance of going to the Bahamas.

24 A Probably. Probably I was before I leave
25 from the house in Bahamas from Miami on the way to

1 Bahamas, something like that. I was somewhere over
2 there.

3 Q Okay.

4 A It's kind of difficult for me, Mr. Nork, to
5 remember two, three days' period logistics.

6 Q And that's why the best answer is "I don't
7 know," if you don't know. I'm not trying to trick
8 you. I don't want you to guess, though, because I
9 want your best recollection. If you don't remember,
10 tell me you don't remember. I have no problem with
11 that.

12 A Okay, thank you.

13 Q Because it looks to me -- because I'm not
14 you and so I don't know where you were -- it looks
15 like you were getting to leave from wherever you
16 were and he was asking you to FedEx the stock
17 certificates or courier them to him before you left
18 and you were asking in response you wanted the
19 application before you left so you can look it over.

20 A No, that's not correct.

21 Q That's not the case, okay.

22 And then I see that you cc Lambros. That's
23 Lambros' email account?

24 A Yes, yes.

25 Q And why did you cc Lambros?

1 A Because Lambros was with me over there and
2 Christos always see my message anyways and Stelios.

3 Q You did not cc Christos on this, though,
4 right?

5 A No, I never have to cc Christos on most of
6 them because Christos always see what I'm doing.

7 Q Okay. So why did you cc Lambros?

8 A To come with me, probably, drive down.

9 Q Why?

10 A Because he's younger than me. I always
11 like him to drive around. I don't have driver
12 license.

13 Q Was he your assistant, Lambros?

14 A No, no. It's the same with Christos.
15 Because they are way younger than me and they know
16 to drive. I'm not good to drive in North America.

17 Q Did Lambros assist you in conducting your
18 business?

19 A No, never. Lambros is very young. He's
20 only 32 right now but that was when he was in the
21 twenties, 23, 24. He's made here like my little boy
22 is right now, but very difficult to listen to his
23 opinions. He was young and buddy with Christos at
24 the time. He may say some ideas. That's about it.

25 Q Did you ever ask Lambros to help you with

1 any of your business?

2 A No. Business, no. Maybe with emails like
3 you asked me earlier with my BlackBerry in my sick
4 period and stuff like that.

5 Q Okay.

6 A Always the same with Christos. Christos
7 and Lambros because they were good with high-tech
8 technologies, they're always -- I don't have to ask
9 them.

10 Q Did you ever pay Lambros for any of the
11 assistance that he provided?

12 A I never paid Lambros because I don't have
13 too much money and I don't know. Usually Lambros
14 used to work for the companies.

15 Q What companies?

16 A I don't know the details. I don't
17 remember. Probably --

18 MR. ANDERSON: Don't guess or speculate.
19 If you don't remember, the answer is "I don't
20 remember."

21 THE WITNESS: Okay.

22 BY MR. NORK:

23 Q And when you got to the Bahamas and met
24 with Mr. Daniels, is it your recollection that you
25 gave him the original stock certificates?

1 A Yes, I believe so, yes.

2 Q Okay. You never delivered those stock
3 certificates to anyone else other than Mr. Daniels.

4 A Mr. Daniels.

5 Q Okay. You never asked Lambros to deliver
6 the stock certificates to anyone other than Mr.
7 Daniels?

8 A I don't believe so.

9 Q Other than WAM, did you ever open any other
10 accounts that you funded with stock certificates?

11 A No.

12 Q Okay. Can you turn, please, to Exhibit 12.
13 You want to take a break?

14 A No, no. Just get some water.

15 Q What is Exhibit 12?

16 A Okay. It's affidavit, yes. This is an
17 affidavit I lost my certificate.

18 Q And on the second page who was the notary
19 on that?

20 A Notary is our patent lawyer here in Athens,
21 Mr. Christias. He's the attorney Anavex used for
22 many, many years all the way to 2014, I believe, for
23 the patents and contracts --

24 Q Okay.

25 A -- in Europe.

1 Q Okay.

2 A So that's Anavex's attorney. I visit his
3 office downtown here in Athens to notarize my
4 signature.

5 Q Okay. Did this attorney, Mr. Christias,
6 assist you in filling out Exhibit 11?

7 A Yes.

8 Q I'm sorry. Exhibit 12.

9 A Yes.

10 Q And how did he assist you?

11 A The most difficult in this one --

12 MR. ANDERSON: I'm just going to object it
13 may call for attorney-client privilege. I don't
14 know the extent of the services provided but I'll
15 put that objection and see where it goes.

16 MR. NORK: Okay.

17 BY MR. NORK:

18 Q Well, is this your handwriting on it other
19 than the notary stamp?

20 A I believe so, yes.

21 Q Okay. And you understood that you were
22 making this statement under oath?

23 A Yes.

24 Q Okay. And it's your statement that as of
25 March 28th, 2013 --

1 A This one is March 28th, yes, yes, yes.

2 Q -- that these two stock certificates were
3 lost?

4 A Yes, yes.

5 Q What do you mean by "lost"?

6 A Because here is the problem I have that day
7 in Mr. Christias' office. Mr. Christias is not a
8 securities lawyer. I wish I have Bernard to assist
9 me but he's a patent lawyer.

10 So the problem was here. It's only this
11 check boxes, "Lost, misplace it, or stolen." So
12 definitely it was not stolen. Nobody stole it, so
13 definitely was not stolen. Definitely was not
14 misplace it. I knew where it was but I never have
15 access. I lost them.

16 In my brain between the conversation I had
17 with my lawyer, it shows I lost them. I lost track
18 of them.

19 Q But you knew exactly where they were,
20 though.

21 A I used to know in 2011. Now it's 2013.

22 Q Did you have any reason to think that --

23 A Many reasons.

24 Q Let me finish the question.

25 Did you have any reason to think that

1 between 2011 and 2013 that the stock certificates
2 had gone anywhere else?

3 A In late 2012 here where all this happens in
4 the early spring of 2013.

5 Q Yes.

6 A In January of 2013 I start to prepare in my
7 heart surgery for the Easter week of May. This is
8 very critical for me and the whole family.
9 Everybody is crying, Tom is going away, 50/50 chance
10 and stuff like that.

11 So here I am, I have to make some
12 decisions, hard decisions. What happened with my
13 assets and my equities, that's all the assets I
14 have. What's going to be happening to my family.

15 After everybody's asking, Where, Tom, is
16 your equities? I say in the Bahamas with Weiser
17 Asset Management, Christos' company. Where is the
18 statements? Again, my wife she's Canadian and says
19 -- received statements every month. The times she
20 was in Canada banking, stockbrokers, stuff like
21 that.

22 I said I don't have statements. She said
23 why you don't have statements? What's going on? So
24 I was -- it was very difficult. From one hand I
25 like to trust Christos. From another hand I never

1 receive any statements. I start hearing rumors. By
2 the end of 2012, close to Christmas, 2013, Howard
3 Daniels is not there anymore. I hear rumors those
4 two guys before they left they put a big complaint
5 with the Bahamas Securities Commission.

6 Even Christos told me that in person one
7 time, but he was laughing and he says, Don't worry,
8 don't worry, Tom. In that time, like everything was
9 okay. I never like to do the transaction but close
10 to the spring in January, February, and March and
11 the preparation, I really start to worry.

12 That's why I started this process and only
13 because I started worrying. I never know where is
14 my certificates, I asked Mr. Leo Soursos, he was
15 calling me. I remember this day --

16 Q Who were you asking?

17 A Leo Soursos.

18 Q Okay. Elias?

19 A Yes, I asked Elias. I was outside in the
20 restaurant here in Athens. I said, Leo, do you know
21 where is my certificates. This was early in 2013.
22 I remember that. He was calling me or something. I
23 don't remember. Usually they used to call me
24 because it was cheaper from North America to call me
25 in the very expensive car phones.

1 And Leo says specifically to me, Tom, I
2 don't know what's going on. I don't know. You have
3 to ask Christos. I say, Leo, Christos is all over
4 the place. He doesn't speak to me very often. He's
5 very busy. Christos used to travel to China, Europe
6 and North America. So that's why I started to
7 worry.

8 Q So let me understand. So you swore under
9 oath that your stock certificates were lost.

10 A Yes, because Leo Soursos told me he doesn't
11 know where it was.

12 Q Because Leo didn't know where it was --

13 A Exactly. And Mr. Howard Daniels was not
14 there anymore.

15 Q Did you ever ask Christos?

16 A I must have asked Christos and he said,
17 Don't worry Tom. Doesn't make me sleep well.

18 Q But you were able to get in touch with
19 Christos, correct?

20 A Not very often. From time to time, no,
21 because Christos would travel to China. He used to
22 disappear for a long time.

23 Q You had email access.

24 A Yes, I have email access. He would email
25 me a few days later. If he was traveling to Europe

1 or in Iceland for his work, he disappears for a
2 month. So I don't remember exactly -- you know what
3 I mean -- but definitely I was freaking out. I have
4 no other reason but to say I lost my certificates.

5 **Q Do you think it's a true statement to say**
6 **under oath that the present status of the**
7 **certificates are that they are lost?**

8 **A** Yes, because nothing else, so I felt to put
9 "lost." There was no misplacing. Misplace in my
10 understanding is like I forgot somewhere, I lost it
11 myself. No, I never misplaced it. It was never
12 stolen, nobody stole it, so lost it. I lost track,
13 I lost the certificates. I never seen them for two
14 years never seen a statement, never seen nothing,
15 zero.

16 **Q And when did you tell Christos that you had**
17 **filed this affidavit of lost certificate?**

18 **A** I don't recollect that.

19 **Q When did you tell anyone at WAM that you**
20 **had filed this affidavit for lost stock certificate?**

21 **A** I never have to tell them because they know
22 that.

23 **Q How do they know that?**

24 **A** They know it because everything I do is
25 public information.

1 Q Well --

2 A They have access.

3 Q Did you --

4 A They have access to -- I tell you why.

5 Please be on the record. Christos good friends with
6 Mr. Nick Boutsalis and Primoris Group. They have a
7 contract with Anavex Life Sciences for media
8 relation in the company.

9 Q Yes.

10 A All the way to a year ago from 2008 or
11 2009.

12 Q Right.

13 A Definitely 2010 and '11 and '12 and '13.
14 Primoris Group, and especially Mr. Nikolaos
15 Boutsalis, have access to everything going on with
16 the company's stock activities in the transfer agent
17 or the agency -- I don't know.

18 Q Well. Let me stop you there. You're
19 saying you didn't tell WAM because --

20 A Because --

21 Q -- you thought Nik would tell them.

22 A They knew there was 24 hours between them.
23 They knew everything going on.

24 Q But it's your testimony that you never told
25 WAM.

1 A I never told WAM.

2 Q You never told them that you were canceling
3 the original certificates you had deposited with
4 them, correct?

5 A To whom?

6 Q That's what I'm asking. Did you tell
7 anyone at WAM?

8 A There was changing people every month
9 there.

10 Q It's a simple question.

11 A No, I don't believe so.

12 Q You don't believe so, okay.

13 The next exhibit, Exhibit 13, please.

14 Did you fill out this one as well?

15 A Yes.

16 Q And is that a notary stamp at the bottom?

17 A Yes.

18 Q And whose notary is that?

19 A It's the same lawyer, Mr. Christias.

20 Q Okay. And was this filled out at the same
21 time as Exhibit 12, the other one?

22 A If it's got the same day, yes, probably.
23 It's the same day.

24 Q Well, it's, actually, the day after.

25 A The day after.

1 Q Yeah.

2 A Okay.

3 Q That one's the 28th and the next one is
4 the 29th.

5 A Yeah.

6 Q Does that mean you did it on consecutive
7 days?

8 A Yeah, probably because I was here in Athens
9 and the old man -- he's an old guy, he was busy and
10 there was no waiting. Come the next day. I don't
11 remember, period, why it's the next day or the next
12 week.

13 Q Okay.

14 A So it was a process of --

15 Q You don't know, okay. And, again, on this
16 document you checked that the certificates were
17 lost.

18 A Lost, yeah.

19 Q And then can you please turn to Exhibit 11.

20 A Yes.

21 Q What is Exhibit 11?

22 A It says, "Corporate indemnity to Nevada
23 Agency Transfer Company for reissuance of lost
24 certificate." It's the company's side now. Because
25 I was the only director, it's my signature of

1 course.

2 Q Okay. That's one of my questions.

3 Were you the only director at this time?

4 A Yes. Here was the catalyst of my worries,
5 make me go to the hospital and start organize my
6 bypass. I hear and received a notice from the two
7 members of the board of directors for Anavex they
8 resign, so I left by myself, yes.

9 Q You're doing it again.

10 MR. ANDERSON: His question was, At this
11 time were you the only director?

12 THE WITNESS: Yes.

13 BY MR. NORK:

14 Q Okay. Who assisted you in preparing
15 Exhibit 11?

16 A Probably the attorneys.

17 Q I don't need a guess. Do you know?

18 A Everything that's been by the securities
19 lawyer in the time.

20 Q Okay. And whose notary stamp is that?

21 A It's Mr. Christias, the patent lawyer.

22 Q Okay. So it wasn't the patent lawyer who
23 assisted you in preparing this.

24 A No. This is a lawyer. I was, again, in
25 the patents lawyer for the signature. The patent

1 lawyer doesn't know too much about securities.

2 Q And this is a corporate indemnity?

3 A Yes.

4 Q Do you know what the effect of that is?

5 A They explain to me --

6 MR. ANDERSON: I'll object that it calls
7 for a legal conclusion. Don't tell him what your
8 attorneys told you.

9 BY MR. NORK:

10 Q Do you understand what this document is
11 for?

12 A It's for the company. My understanding was
13 for the company to make sure the person says the
14 truth, lost the certificates.

15 Q Okay.

16 A That's my understanding.

17 Q Okay. And this references the two
18 certificates, No. 660 and 753, correct?

19 A Yeah.

20 Q And this resolution is dated
21 January 10th, 2013, at the bottom.

22 Do you see that?

23 A Yeah.

24 Q Is that when you signed this?

25 A Yes.

1 Q Okay. So on January 10th, 2013, you
2 signed this corporate indemnity for the reissuance
3 of a lost certificate, correct?

4 A Yes.

5 Q And then three months later is when you
6 signed the affidavit saying that your certificates
7 were lost.

8 A Yeah.

9 Q Why was there such a long passage of time
10 between the two?

11 A No specific reason. I was on the way to
12 the hospital only so I don't remember.

13 Q Well, in the four months -- almost four
14 months between the time you signed Exhibit 11 and
15 the time you signed under oath Exhibit 12, did you
16 ever try to find out what the status was of your
17 certificates from Christos?

18 A Probably.

19 Q And were you able to communicate?

20 A That's why, Mr. Nork, I probably tried to
21 see and stop this process. But definitely by
22 finalizing the whole act looks like it I never have
23 any solving of finding them, so definitely was lost,
24 so that's why I continued to reach my certificates.

25 Q But you were planning back in January to

1 report these certificates as lost.

2 A Yes.

3 Q And still on Exhibit 11, do you see the
4 paragraph that starts "and it further be resolved"?

5 Do you see that one?

6 A Yeah.

7 Q It says, "Should the original certificate
8 ever be properly presented for transfer, NATCO is
9 hereby instructed to transfer and reissue such
10 certificate." Do you see that?

11 A Yes.

12 Q Isn't it true that the original certificate
13 was properly presented for transfer?

14 MR. ANDERSON: Objection, calls for a legal
15 conclusion.

16 BY MR. NORK:

17 Q Do you know the answer to that question?

18 A Yes. Can I answer?

19 MR. ANDERSON: You can answer.

20 THE WITNESS: The question is if --

21 BY MR. NORK:

22 Q The original certificate was ever properly
23 presented for transfer.

24 A To NATCO?

25 Q Yes, sir.

1 A No.

2 Q Okay.

3 A No. I was very much surprised.

4 Q Okay. So, apparently, it was your plan in
5 the first quarter of 2013 to report these
6 certificates as lost.

7 A The process, yeah -- yes, I try to make
8 sure before I go to the hospital to make everything
9 done.

10 Q Okay.

11 A But it was not the only thing in my mind at
12 the time.

13 Q Let's go to Exhibit 20, please.

14 What is Exhibit 20?

15 A Here's an email from -- between Lambros and
16 Christos.

17 Q Other than --

18 A In June of 2013.

19 Q Before this lawsuit began, did you ever see
20 this email?

21 A This one?

22 Q Yes, sir.

23 A I don't recall that. I don't remember.

24 Q Were you familiar with --

25 A I was familiar very much about the whole

1 conversation between them

2 Q And how were you familiar with it?

3 A Because they used to talk to me, both of
4 them. Between the hospital and my house this is the
5 period of my recovery --

6 Q Okay.

7 A -- from my surgery. My surgery -- I get
8 out in May the 11th.

9 Q Yes.

10 A This is about a month later. But at the
11 same time I was back and forth to the hospital.
12 That's why I have to live close to the hospital here
13 in Athens. And I know exactly what is going on from
14 Christos and Lambros.

15 Q Okay. Would you tell Lambros what to do
16 regarding this transaction?

17 A There was a triangle discussion between
18 myself, Christos, and Lambros.

19 Q Okay.

20 A But because I was unable to sit in the
21 office in my computer, probably Christos and Lambros
22 they put me in speaker, or something like that.

23 Q Right.

24 A Christos was visiting me in Athens. Again,
25 stayed in this hotel for a few days and tried to

1 assist me, how we gonna do this thing with the
2 Kinezi, the Chinese.

3 Q Right. We figured that out.

4 A Yes.

5 Q And what was the purpose of this
6 discussion?

7 A Yes, that's very good question. Very -- I
8 regret the whole thing later. It looks very bad to
9 me. But in that time only two weeks after my big
10 surgery, I felt by myself in the company, on the
11 board of directors of a little company. I felt the
12 little company is going out of business week by
13 week.

14 So I felt -- and after Christos and
15 everybody's convinced me, Tom, you should give up
16 some of your position to make it attractive to some
17 strategic investor, like a manager from China,
18 Christos suggest.

19 And then either way he says to me -- and I
20 knew, I knew it -- my stock because it was in big
21 blocks, it was restricted. So if I cut half of my
22 block, still is restricted. You know what I mean?

23 At the same time the Kinezi investor, he's
24 going to finance the company and maybe help you
25 reincarnate the company.

1 Q Okay.

2 A I know all of what's going on.

3 Q So it was your intent then to sell some of
4 your stock.

5 A Yes, yes.

6 Q Okay. In the middle of Exhibit 20 Lambros
7 is emailing Christos and saying, "Yes, we're putting
8 docs in place."

9 A Yes. Between those two.

10 Q Well, why is Lambros telling Christos that
11 "we're putting docs in place"? Who is the "we"?

12 A Lambros and Christos.

13 Q Were you --

14 A Christos is -- him and his lawyer, I don't
15 know, prepared the affiliate -- the purchase
16 agreement.

17 Q Okay.

18 A I wasn't able to do anything. This has
19 never been prepared from my lawyer. Bernard Pinsky,
20 my securities lawyer, has never seen them. I never
21 have a reason at that point for the attorney to see
22 them or Mr. Christias.

23 Q Okay.

24 A Definitely it was like he says here, that
25 was my understanding and still is today. Email me

1 blank ones, samples to show the Kinezi, to the
2 Chinese investor how they look, etc.

3 The whole idea was to fill it up my
4 signature, notarize it, or whatever -- some were
5 very easy for me -- and send them to Christos so he
6 can show to the supposedly investor, okay? So we
7 can start the process of conversation. Put them at
8 the price, Christos says to me, half a million
9 dollars for half your position. I complained but I
10 should stop here. Go ahead.

11 Q Okay. The question is, When Lambros is
12 telling Christos, "We're putting the docs in place,"
13 that doesn't mean that you and Lambros are putting
14 the docs in place.

15 A Yes, all together.

16 Q Okay. So were you assisting Lambros in
17 putting the documents together?

18 A Christos and myself, yes. It was a
19 triangle, open speaker there, the process.

20 Q And then Christos responds by saying "Email
21 me blank ones."

22 A Yes.

23 Q And then Lambros responds, "We need someone
24 to complete the language on the Purchase and Sale
25 Agreement. Do we have anyone on our end?"

1 A It means Christos and our end, like,
2 without paying. Like don't go to Mr. Christias, to
3 the attorney patent office here because it's gonna
4 cost money. Don't bother Bernard Pinsky, the
5 securities lawyer, because it's going to cost money.

6 So "our end" means somebody in Christos'
7 office usually. Or Christos himself, he's very,
8 very good. Christos is expert.

9 Q It says, "Do we have anyone on our end?"
10 Could it be anyone that you knew to assist?

11 A No. I wasn't able at that time. I was not
12 willing to proceed with the securities lawyer to
13 finalize it. It was very early in discussions, Mr.
14 Nork.

15 Q Okay. Exhibit 21, please. This is an
16 email from Lambros to Christos where it says,
17 "Attached is a copy of the Purchase and Sale
18 Agreement. Let me know if any adjustments need to
19 be made."

20 A Yes.

21 Q Did you see the copy referenced in this
22 email before it was sent to Christos?

23 MR. ANDERSON: You mean the attachment?

24 MR. NORK: Yes.

25 THE WITNESS: Yes.

1 BY MR. NORK:

2 Q And so did you discuss it with Lambros
3 before he sent it to Christos?

4 A I signed it, I believe. It's my signature.

5 Q No. This --

6 A Talking about Stock Sale and Purchase
7 Agreement?

8 Q I think this is before your signature.

9 A Yes, of course. Of course.

10 Q And so you reviewed it.

11 A They tried to convince me, Christos
12 especially, and Lambros, both of them. I was very
13 much concerned to sell 3.3 million shares, of
14 course, restricted, for such a cheap price, seven
15 cents private sale.

16 MR. ANDERSON: I think that's --

17 THE WITNESS: Yes, of course, I seen them.

18 BY MR. NORK:

19 Q You saw it before it went to Christos?

20 A Yes.

21 (Exhibit 52 marked.)

22 BY MR. NORK:

23 Q What is Exhibit 52?

24 A The first I recognize is it's an email
25 between Lambros and Christos. It's a continuation

1 conversation email between Christos and Lambros
2 preparing the recommendation for the sampling and
3 show to the Chinese investor --

4 Q Okay.

5 A Blind power of attorney. Probably they
6 sent them. This is a public -- you can find them on
7 the internet.

8 Q Well, I was going to ask. Do you know
9 where Lambros got this form?

10 A From Christos, probably, or I have it in my
11 briefcase and scan it. Or you can have it from
12 anywhere. You can call any lawyer and they send you
13 one.

14 MR. ANDERSON: Is that your recollection or
15 do you know? I want to clarify if you're
16 remembering where you got this or if you're
17 speculating.

18 THE WITNESS: From my briefcase, my
19 briefcase or Christos. I don't recollect. It
20 doesn't have record. It's just blank.

21 BY MR. NORK:

22 Q If you don't know, you don't know. But it
23 doesn't make sense to me that, if Lambros got this
24 from Christos, why would Lambros be sending it back
25 to Christos?

1 A Probably Lambros got from Internet or one
2 of our lawyers, Bernard, or myself or my briefcase.
3 Do you know what I mean?

4 Q Okay. So you may have had a form --

5 A Yes. Yes.

6 Q -- power of attorney.

7 A Yes. Always I used to have lots of them.

8 Q Why do you have lots of them?

9 A Because it's a public and this is -- how
10 can I say? You have papers you have always in
11 briefcase power of attorney. It's very --

12 Q Why does your briefcase have blank powers
13 of attorney in it?

14 A Power of attorney is like how you have your
15 pen.

16 Q Okay. Did you --

17 A I don't use it, no. But I don't believe it
18 was in my briefcase. I'm just saying it's like a
19 piece of paper you found in any attorney.

20 Q But I don't want you to guess. I mean, it
21 sounded like you were saying --

22 A I see you anxious to go more and more.

23 MR. ANDERSON: I'm going to interject here.
24 Tom, the question is, Do you know where this form
25 came from that was attached to Lambros's email? If

1 you know and have a recollection, you can tell Mr.
2 Nork. If you don't, we don't need you to guess or
3 assume or try to figure out where it came from. The
4 answer is just "I don't know."

5 THE WITNESS: Okay. I don't know about
6 this one --

7 BY MR. NORK:

8 Q Okay.

9 A -- the POA.

10 Q Let's go to the next one.

11 A Yes. The Stock Purchase and Sale
12 Agreement.

13 Q Yes. Do you know where Lambros got this?

14 A This is like a sample, looks to me. I
15 don't know. It's not mine. It looks like a sample.

16 Q Okay. Do you know the names Parrish Medley
17 or Kyle Beddone?

18 A No, none of them.

19 Q Do you know the company ABC Corp, a Nevada
20 corporation?

21 A No.

22 Q Do you have any idea where Lambros could
23 have gotten this document? And I don't want you to
24 guess.

25 A I don't know.

1 Q Did you provide it to him?

2 A No.

3 Q Do you know if any of your attorneys
4 provided it to him?

5 A No.

6 Q Were you aware that Lambros was sending
7 this to Christos?

8 A I don't know. I don't know. Seems to me
9 it's a sample from Internet or something.

10 Q But you don't know?

11 A No, I don't know.

12 Q Okay. You see on the page Weiser 355?

13 A Where?

14 MR. ANDERSON: 335?

15 MR. NORK: I'm sorry. 335.

16 BY MR. NORK:

17 Q You see Section 1.1 there?

18 A Yes.

19 Q And the language begins "On and subject to
20 the terms and conditions of this agreement effective
21 as of the closing date." Do you see that?

22 A Uh-huh.

23 Q Yes?

24 A Yes.

25 Q That's the same language that ended up in

1 the final Purchase and Sale Agreement that you
2 signed, correct?

3 A Probably, yes.

4 MR. ANDERSON: Well, don't guess or
5 speculate. If you want to refer to a document,
6 that's fine.

7 BY MR. NORK:

8 Q I'll represent to you that it is.

9 A Probably, yes.

10 Q Okay. Then on Section 1.2 of this form the
11 last sentence says, "The purchase price shall be
12 paid to the seller at the closing in cash."

13 Do you see that?

14 A Yes.

15 Q And that mirrors the same language that's
16 in the document that you ended up signing, right?

17 A I don't know. Can you go, please, to
18 Exhibit 25. Leave that one there but go to Exhibit
19 25. Compare the last sentence of the Section 1.2 in
20 Exhibit 25.

21 (Witness reviewing document.)

22 THE WITNESS: Yes.

23 BY MR. NORK:

24 Q That's the same language that's in --

25 A It looks like it, yes.

1 Q Okay. It's the same language as in Exhibit
2 55, correct?

3 A Yes, yes.

4 Q And then on Section 1.3 of Exhibit 55, it
5 says, "Closing shall occur on December 2nd, 2010,
6 or such other date as the parties hereto may agree."
7 While the date is different, the language
8 "or such other date as the parties hereto may
9 agree," is the same as in Exhibit 25, correct?

10 A Probably, yes.

11 Q Can you turn, please, on Exhibit 55 to
12 Weiser 336.

13 MR. ANDERSON: Can we go off the record for
14 a second?

15 MR. NORK: Yes.

16 (Discussion off the record.)

17 MR. NORK: So the record's clear, I may
18 have mistakenly referred to Exhibit 52 as "Exhibit
19 55" but I mean 52.

20 BY MR. NORK:

21 Q So Exhibit 52, turn to page 336.

22 A Yes.

23 Q Okay. And under Section 2.1 the last
24 phrase says, "Will not result in a breach of or
25 default under any agreement to which seller is a

1 party or by which seller is bound."

2 A What is it?

3 Q 2.1.

4 (Witness reviewing document.)

5 BY MR. NORK:

6 Q It says, "will not result in a breach of or
7 default." Do you see that language?

8 A Yes, "in the breach or default under."

9 Q -- "under any agreement to which seller is
10 a party or by which seller is bound."

11 Do you see that?

12 A Yes.

13 Q And then if you look at that same section
14 on Exhibit 25, it's the exact same language,
15 correct?

16 A Yes.

17 Q And, in fact, it's even got that strange
18 pagination where there's a space between the last
19 sentence and the next-to-last sentence, right?
20 There's a space there and a space there.

21 A Yeah.

22 Q It appears to be typed the same way,
23 correct?

24 A Yes.

25 Q Then can you please turn on Exhibit 52 to

1 page 337.

2 A Yeah.

3 Q Under Section 4.2, "Governing law."

4 A 4.2, yes.

5 Q It says, "The governing law shall be the
6 State of California."

7 A Yeah, for the contract.

8 Q Yeah. And then if you go to Exhibit 25,
9 that same section, 4.2, it is also the "State of
10 California," correct?

11 A Yeah.

12 Q So does it look to you like Exhibit 25,
13 which you eventually signed and notarized --

14 A Yes, as a sample.

15 Q -- is virtually a cut-and-paste of the
16 sample that Lambros sent to Christos in June of
17 2013?

18 A I don't know if Lambros sent them to
19 Christos or Christos to Lambros. I have no ability
20 to verify that or to approve that.

21 Q On the face of Exhibit 52, it appears that
22 Lambros sent it to Christos, correct?

23 A I don't know. I'm not an expert. It says
24 "From Lambros to Christos."

25 Q And it says "Attached Bud."

1 A Yes. But I don't see any attachments here
2 so I'm not an expert.

3 Q Well, does it not say under "Attachments,
4 POA.pdf" at the very top?

5 MR. ANDERSON: Exhibit 52?

6 MR. NORK: Yes.

7 BY MR. NORK:

8 Q It says that, right?

9 A Yes.

10 Q Semicolon, "Stock and Sale Purchase."

11 A I don't know. Yes.

12 Q Let me finish my question.

13 Then it says semicolon "Stock Sale and
14 Purchase Agreement.docx, right?

15 A Yes.

16 Q And what is attached to Exhibit 52 are
17 those two things, a POA and a Stock Sale and
18 Purchase Agreement, correct?

19 A Looks like it.

20 Q So based on the face of this document, it
21 appears that Lambros sent it to Christos and the
22 document that you eventually signed and notarized is
23 virtually a cut-and-paste of the one that Lambros
24 sent to Christos, correct?

25 A I don't know.

1 Q Okay. That's fine. Let's go to Exhibit

2 22, please. What is Exhibit 22?

3 A It's email from Christos to Lambros, "Don't
4 forget they need to be notarized."

5 Q It says, "Courier original to Bouts."

6 A "Bouts" is Nicholas Boutsalis.

7 Q That was my question.

8 And he worked at the time with Primoris
9 Group?

10 A Yes.

11 Q Okay. Were you copied on this
12 communication?

13 A I don't know. I don't see my name.

14 Q Were you aware of this communication?

15 A Yes. Lambros asked me for that to courier
16 the originals to Bouts but, as I say, I still have
17 my originals in my briefcase here, if you like to
18 see it.

19 Q So why didn't you courier the original to
20 Bouts?

21 A Because I start to be suspicious. We never
22 finalize it. They never tell me who is the buyer.
23 They never identify who is the buyer, nothing. It
24 was a preliminary. So I say to myself and Lambros
25 it's no reason to -- this is just a sample. Why

1 they need the originals?

2 Q Is there any email communication from you
3 or from Lambros to Christos advising Christos of
4 what you just described to me?

5 A I don't remember if it's communication.

6 Q Do you think it would be important to tell
7 Christos that what you were signing and notarizing
8 was just a sample?

9 A Christos don't actually notarize sample.
10 That's why we never put in my signature in the
11 originals the name on it.

12 Q Did you or Lambros ever advise Christos
13 that you were not going to send the original to
14 Bouts?

15 A The originals? The whole deal was the
16 originals was to send to Bouts for what purpose?
17 There was no purpose. They never were finalized.

18 Q My question was, Did you ever tell Christos
19 that you were not sending the originals to Bouts?

20 A I never have to. Who is Bouts? He was not
21 part of this.

22 MR. ANDERSON: Tom --

23 THE WITNESS: No, no.

24 MR. ANDERSON: Did you tell Christos that
25 you would not send the original notarized documents

1 to Bouts?

2 THE WITNESS: I don't remember, no.

3 BY MR. NORK:

4 Q You don't remember, no?

5 A Probably I was upset, something like that.

6 Q Okay. Because Christos asking the
7 originals to be sent to Bouts certainly suggests
8 that these notarized documents weren't just samples
9 but, rather, they were going to be put into effect.

10 A That's what he says.

11 Q That's what he says?

12 A Yes.

13 Q And you never sent an email to him saying,
14 Wait a minute, we're not actually doing a deal,
15 these are just samples, correct?

16 A I believe Christos, he was in Greece and we
17 was having various arguments here in Athens at that
18 time.

19 Q My question is focused solely on whether or
20 not you --

21 A I don't have to send them and do all my
22 business through via emails.

23 Q Okay.

24 A I do business in person to person also.

25 Q Do you agree with me that Christos' request

1 that you send the originals to Bouts indicates that

2 Christos intended the deal to be finalized?

3 A Of course not.

4 MR. ANDERSON: I'll object it calls for
5 speculation, but go ahead.

6 THE WITNESS: No.

7 BY MR. NORK:

8 Q Would there be any other purpose in sending
9 these original documents to Bouts?

10 A Yes.

11 Q What would that be?

12 A I always worry about the Mr. Boutsalis and
13 Primoris activities. From one hand it was conflict
14 of interest. They used to have a contract with
15 Anavex, which I was director. On the other hand, to
16 do media relation, providing only media relation.

17 So I never understand why I have to send
18 mine to Bouts. Who is Bouts? He's just a guy doing
19 the news releases for the company.

20 Q So my question was, What would be the
21 purpose of sending these originals to Bouts if not
22 to finalize the deal, if you know?

23 A I don't know.

24 Q Okay. Please turn to Exhibit 23.

25 What is Exhibit 23?

1 A Lambros and Christos.

2 (Witness reviewing document.)

3 THE WITNESS: It's the same thing pretty
4 much. The last -- so we start from here, right?

5 BY MR. NORK:

6 Q Yes. Read from the bottom up.

7 A "Attached is a copy of the Purchase and
8 Sale Agreement." So it was the email between
9 Lambros and Christos.

10 Q Right.

11 A I knew everything what's going on.

12 Q Okay. So that was one of my questions.

13 A That is the reason they told me, yes.

14 Q You're aware of this conversation.

15 A Yes, yes, always.

16 Q So Christos said that they needed to be
17 notarized, courier the originals to Bouts, correct?

18 A Yes.

19 Q And Lambros responds by saying, "Please
20 find the updated Purchase and Sale document with the
21 figures that were discussed."

22 A Yes, yes.

23 Q What figures were discussed?

24 A That's the only document -- I don't
25 understand your question exactly.

1 Q Okay. My question was, When it says
2 "Here's the document with the figures that were
3 discussed" --

4 A Yes, the quarter of a million dollars.

5 Q Yes. And you were aware of that sale
6 price.

7 A I was having objections but they pushed me
8 and I kind of agree to the idea of Christos let's
9 start and let's show them -- show them you see this
10 by notarizing. That was the whole idea.

11 And we see about half a million, because
12 the price of the stock at that point was 60 cents.
13 Sixty cents time 3.3 is around two-point-something
14 million dollars. A quarter of a million's very
15 cheap. They tried to convince me, Christos and
16 Lambros and everybody told me, You didn't die, you
17 should take whatever you can. That was the
18 conversation back and forth. They tried to convince
19 me.

20 Q I understand. This is in July of 2013.

21 A Yes.

22 Q You knew you weren't going to die at that
23 point.

24 A July -- it's only two and a half months.
25 Still I was unable to drive or anything. They gave

1 me so many excuses. Tom, life is too short, and
2 stuff like that.

3 Q And you agreed to that price.

4 A I have to agree. Never had a choice.
5 Let's put it that way.

6 Q You may have agreed?

7 A Cried, but I do it.

8 Q Okay. Does Lambros say in this email to
9 Christos, This is just a sample?

10 A I don't know. That's what I don't
11 understand.

12 MR. ANDERSON: Read the email.

13 BY MR. NORK:

14 Q Christos says "Courier the original to
15 Bouts."

16 A Ah, this is going to be the version that
17 will be notarized, yeah.

18 Q And did Lambros ever advise Christos in
19 this email that this is just a sample and you're not
20 agreeing to sell the stock?

21 A No, no. The problem again, Mr. Nork, it
22 was not -- you have to know who is going to be the
23 buyer. This was my big issue, the buyer. Christos
24 says, Don't worry, don't worry.

25 Q What difference did it make to you?

1 A I have to know the buyer.

2 Q Why?

3 A Because how can I set up the blind? Who is
4 going to buy my stock? I have to see it. We
5 discussed about strategic buyer. Who is the buyer
6 of my stock?

7 Q You were agreeing to sell for a quarter of
8 a million dollars, right?

9 A To whom? Yes, but to whom I have to meet
10 and see who is the buyer. Christos was trying to be
11 the middleman.

12 Q When you sold your stock back in 2007, did
13 you know who the buyer was?

14 A It was very ugly. Mr. Nork, again, it was
15 a lot of partners, probably the researchers. I
16 never cared at that time.

17 Q You didn't care at that time.

18 A No, I never cared at the time because in
19 the early days of the construction of the public
20 little company, oh, this will be big, we was
21 allowed, according to Nevada securities law, to do
22 some things. I was not expert, no securities
23 counsel, or things like that.

24 So if I done anything wrong back then, the
25 SEC they're going to slap me and tell me Mr.

1 Skarpelos, you can't do that. So probably in order
2 for this thing to gone through and divide the
3 company, it was fine.

4 Q So you didn't care who the buyer was in
5 2007.

6 A I tried to figure out who was the buyer.

7 Q But it became very important in 2013.

8 A Mr. Nork, like I said earlier -- I
9 understand what you're trying to do. I tried to
10 figure out who is the buyer in 2007. I never cared.
11 In 2007 I have a huge position, okay? The stock
12 price was three-something dollars for dollars so I
13 care, of course. But I have not very much choice.
14 But now I have a choice. I can stop
15 everything. That's what I done. I stop everything.
16 I stopped the last trying to take everything from
17 me. That's it.

18 Q By the way, in any of this communication in
19 July of 2013 had you advised Christos that you had
20 canceled those two stock certificates?

21 MR. ANDERSON: Objection, vague.

22 THE WITNESS: If I advised -- we had
23 various conversations with Christos and little
24 arguments here in Athens. He knew it.

25 BY MR. NORK:

1 Q He knew it.

2 A Yes, of course, he knew.

3 Q How did you know he knew it?

4 A Charles and Primoris knew it. They're the
5 best friends. They working for Christos and do his
6 media relations.

7 Q Did you ever tell Christos you had canceled
8 the stock certificates?

9 A I don't remember. Probably yes. I don't
10 remember.

11 Q You don't remember.

12 A It's a long time.

13 Q Since you were having these three-way
14 conversations with Lambros and Christos, do you know
15 whether Christos understood that you were selling --

16 A The new certificates.

17 Q -- the new certificate or the old
18 certificate?

19 A He never asked.

20 Q He never asked, and you never told him.

21 A I'm assuming I'm going to sell my new
22 certificates.

23 Q My question is, Did you ever tell him you
24 were selling your new certificate?

25 A He's never asked.

1 Q So the answer is "no," then?

2 A No. "He's never asked," the answer is.

3 Q Okay. Have you ever prepared or engaged in
4 a similar transaction as this, where you're selling
5 stock under a Purchase and Sale Agreement, other
6 than the 2007 one that we've seen and now this 2013
7 one?

8 A I don't believe so. It's public.

9 Q Okay. You either did or didn't.

10 A No.

11 Q So these are the only two that you're aware
12 of.

13 A Yes.

14 MR. ANDERSON: You want a break?

15 THE WITNESS: No. I'm fine. Yes.

16 MR. NORK: Let's take a short break.

17 (Recess taken.)

18 BY MR. NORK:

19 Q Exhibit 38. Have you ever seen Exhibit 38?

20 A Yes, I have. Yes.

21 Q Okay. This is a letter from Nick
22 Boutsalis, correct?

23 A Uh-huh.

24 Q Yes?

25 A Yes, yes.

1 Q And he's sending to NATCO, it looks like,
2 three documents. One is a copy of your passport,
3 one is the stock certificate, and the other is the
4 POA, correct?

5 A Yes.

6 Q Do you know where Mr. Boutsalis may have
7 gotten the POA?

8 A I don't know. Very suspicious. I don't
9 know.

10 Q Because you just testified that you did not
11 send it to him, correct?

12 A I never sent it to Mr. Boutsalis, the POA,
13 I don't believe so. This is -- where he's have it?

14 Q That's what I'm asking you.

15 A I don't know.

16 Q Is it possible that Lambros may have sent
17 it to him?

18 A I don't know. It's not original. I have
19 the originals here. I don't know.

20 MR. ANDERSON: Do you know if Lambros sent
21 it to him?

22 THE WITNESS: No, I don't know.

23 BY MR. NORK:

24 Q Okay. Go to Exhibit 24, please.

25 And what is Exhibit 24?

1 A Again, continuation of the emails between
2 Christos and Lambros about the notarized copies.

3 Q Okay. And you're aware of this
4 conversation as well?

5 A Probably, yes. Yes.

6 Q Okay. And do you recall getting the POA
7 and the Purchase and Sale Agreement notarized?

8 A Pardon me?

9 Q Do you recall getting them notarized?

10 A I've done that, yes.

11 Q Okay.

12 (Exhibit 53 marked.)

13 BY MR. NORK:

14 Q Exhibit 53, which you've just been handed,
15 appears to be a complete copy of Exhibit 24, because
16 it's got the attachments to it. Do you see that?

17 A Yes.

18 Q And for the power of attorney who was
19 notary again?

20 A The notary?

21 MR. ANDERSON: Look on the page number at
22 the bottom, 329.

23 THE WITNESS: It's there.

24 BY MR. NORK:

25 Q Oh, the kiosk we talked about?

1 A Yes.

2 Q Okay. On last page of this exhibit that's
3 your notarized signature on the Purchase and Sale
4 Agreement, right?

5 A Yes.

6 Q Is that also notarized at a kiosk?

7 A Yes. Both, yes.

8 Q Why didn't you have your IP attorney
9 notarize these?

10 A Because this was sample, not finalize. It
11 was never finalized. Like I say earlier, if they --
12 if we get to finalize it and we see where the money
13 is coming from and who is the buyer, definitely I
14 would get involved Mr. Bernard Pinsky, our
15 securities lawyer, not the IP lawyer. So at that
16 point my understanding was in the state of
17 preparation.

18 Q In Exhibit 53 in Lambros' enclosure email
19 does he say anywhere that these are just for
20 samples?

21 A No. But this is part of continuation. Not
22 here.

23 Q And, in fact, there's no email where either
24 Lambros or you tell Christos these are just samples,
25 correct?

1 A I believe it was earlier in one we saw
2 talking about blanks.

3 Q That's when you were preparing the
4 document.

5 A Yes.

6 Q But once the figures were agreed to and you
7 notarized it, there is no email that says, By the
8 way, these are just samples, correct?

9 A In my understanding it's still a sample. I
10 never received money. So that's --

11 MR. ANDERSON: Are you aware of any emails?
12 He was asking.

13 THE WITNESS: No.

14 BY MR. NORK:

15 Q There aren't any?

16 A I don't know. Maybe there was -- because
17 it was here, I don't know.

18 Q I don't want you to guess.

19 A I don't know.

20 Q Do you believe Exhibit 53 is what was sent
21 to Christos?

22 A 53?

23 Q Yes.

24 A The power of attorney?

25 Q And the sale agreement and the enclosure

1 email. Do you believe that was all sent to

2 Christos?

3 A Yes, I think so --

4 Q Okay.

5 A -- in 2013, yes.

6 Q Let's go to Exhibit 25, please. And 25 is

7 the Stock Sale and Purchase Agreement that we just

8 looked at that Lambros sent to Christos, except that

9 it's filled in, correct?

10 A Yes.

11 Q Now, when was the first time you saw it

12 completely filled out?

13 A I saw it in the files -- the files of the

14 attorneys.

15 Q Okay. So not until this lawsuit began?

16 A Yes.

17 Q Okay.

18 A First time I seen them.

19 Q And so that was the first time that you

20 ever learned that the closing date was what it was

21 filled in to be, correct?

22 A Yes.

23 Q That was the first time you learned the

24 date of the agreement, correct, at the top?

25 A Yes.

1 Q That was the first time you learned that
2 the buyer was Weiser Limited?

3 A Yes.

4 Q Okay.

5 A Was Bahamas, it says here.

6 Q Right. "Weiser Bahamas Limited."

7 A Yeah.

8 Q Okay. I hate to keep bouncing around but
9 let's go to Exhibit 5, please. I'm done with that
10 one.

11 And this, again, it's just like the blank
12 POA that we saw in Exhibit 53, but this one's typed
13 in, right?

14 A Yes.

15 Q And when was the first time you saw this
16 power of attorney all filled in?

17 A The first time I see this power of attorney
18 and my surprise was again -- like I say earlier with
19 the POA, fill it up -- in the documents of the
20 complaint from my attorneys.

21 Q Okay. So not until this lawsuit began,
22 correct?

23 A Yes, yes.

24 Q Okay. Just so I have the timing right, you
25 filed in January of 2013 the corporate indemnity

1 saying that you were going to have those two lost
2 certificates.

3 A Yes.

4 Q And then in the end of March 2013 you
5 filled out the affidavit, correct?

6 A Yes, yes.

7 Q And then flash forward two months later to
8 June and July 2013, you're agreeing to sell stock
9 for \$250,000, correct?

10 A Four months later, five months later. It's
11 a long, long time. From January, February, March --
12 March, let's say, I finalized my lost certificates.
13 We talk about July here. But April, May, June,
14 July, that's four months later.

15 Q Well, but starting in June is when you
16 started going back and forth -- at least Lambros was
17 going back and forth with draft agreements, correct?

18 A Yes. I agree.

19 Q So did anything happen in the intervening
20 months other than you recovering from your heart
21 surgery that caused you to proceed with the sale of
22 the stock?

23 A No. Like I say earlier and I state that
24 earlier. Like what exactly you mean?

25 Q Well, you didn't tell Christos that you had

1 canceled the stock certificates, correct?

2 A Yes.

3 Q You didn't tell --

4 A I don't remember if I said him that. You
5 know what I mean?

6 Q You don't recall if you told anyone at WAM
7 that you had canceled the stock certificates.

8 A I don't remember that either. I may, may
9 not. I don't care. I'm sorry. I don't remember.
10 That's the correct?

11 Q That's usually the correct answer, yes.

12 Well, the fact that you recovered from your
13 heart surgery --

14 A Yes.

15 Q -- because I understand that you back in
16 January and March were concerned about your health
17 and so you executed the affidavit with the lost
18 certificate --

19 A Yes.

20 Q -- and corporate indemnity.

21 But after you recovered from heart surgery,
22 did you change your mind about selling the stock?

23 A Hold on for a moment. I'm kind of
24 confused. In January, February and March I started
25 the process of claiming back my certificates.

1 Q Yes.

2 A Start deciding if I sell some stock, it was
3 June and July.

4 Q Right.

5 A So how -- what is your question?

6 Q When was your heart surgery?

7 A In May.

8 Q It was right in between those two things,
9 right?

10 A Yes. Right in the middle, yes, yes.

11 Q Did you submit your affidavit of lost
12 certificate prior to your heart surgery?

13 A Yes, yes.

14 Q Okay. Did you submit that in any way
15 because you were concerned that you might not
16 survive your heart surgery?

17 A No, no. It was a decision I make very
18 clear and crystal. I make that decision because I
19 say earlier that I was having the concerns about
20 Weiser. It was not concerns to come together, it
21 was just to put my things together here. You know
22 what I mean?

23 Q Okay.

24 A It was not affecting me, the operation,
25 very much. The operation was critical but I never

1 had a heart attack in the street. It was programmed
2 six months ahead so I was there and I walk in
3 laughing. That's why it was helping me after the
4 recovery.

5 Q Did you have a heart attack?

6 A No, no, no. I was diagnosed in 2008 and
7 2009 in Canada, in Toronto. I have four arteries
8 pretty much ready to go and some other stuff.

9 Q Right.

10 A But I start controlling my life and habits
11 and I manage to do the operation, the quatro bypass,
12 in 2013 --

13 Q Okay.

14 A -- so I was very lucky that way.

15 Q Okay. Can you turn, please, to Exhibit 48.
16 I don't know if you've seen this document before or
17 not. Have you?

18 A No. I seen them with the same ones.

19 Q Okay.

20 A Still I don't see it. I don't understand
21 what they say because it's too small, the letters.

22 Q Yeah, I agree. I will tell you that
23 Christos testified yesterday that these are emails
24 that he sent to you during approximately a two-year
25 period of time, 2011 and 2012.

1 A 2011, 2013. Yeah. Two years.

2 Q So --

3 A And here shows from Christos to Christos.

4 Christos to Christos? Yes.

5 MR. ANDERSON: Wait for his question.

6 BY MR. NORK:

7 Q My question is, Does this sound about
8 right, that you were still exchanging emails with
9 Christos during 2011 and 2012?

10 A In 2011 for sure. 2012 for sure. 2013, I
11 think halfway.

12 Q Okay.

13 A Sometimes in the middle of 2013 they shut
14 me down.

15 Q Okay. In 2011 and 2012 did you also speak
16 telephonically with Christos?

17 A He used to call me. I use to see them,
18 yes.

19 Q In 2011 and 2012 did you see Christos
20 personally?

21 A In 2011 I saw him Bahamas, in Miami. I saw
22 him in -- usually we met in various different
23 occasions.

24 Q Do you recall meeting him in China or Hong
25 Kong?

1 A Yes, yes. He invite me, actually, there.

2 Q Did you ever meet him in Switzerland?

3 A In Switzerland I must have met Christos in
4 early 2007 and he said hi from United States first
5 time in 2006 or 2007. In Switzerland Geneva I
6 received the first call from him after years and
7 years and he was flying there with his pilots, yes.

8 Q Okay. But my focus is in 2011 and 2012 did
9 you see him in Switzerland?

10 A 2011?

11 Q Yes, sir.

12 A I don't remember. Maybe yes or no.

13 Q What about in Greece? Did you see him in
14 2011 and 2012 in Greece?

15 A I see him, Christos, all over the place.

16 Q Okay. I guess that's my point. You saw
17 Christos a lot an spoke to him a lot and exchanged
18 emails with him a lot in 2011 and 2012.

19 A Yes.

20 Q What did you understand Christos'
21 relationship to be with WAM?

22 A With Weiser, he's owner 100 percent,
23 undisputed owner with everything there in Bahamas.

24 Q Do you know when he became, as you call it,
25 the undisputed owner?

1 A From the early days. He was the first guy
2 from all of us we knew he moved to Bahamas from
3 United States for his own reasons way before 2010.

4 Q Was he your primary contact at WAM?

5 A He was the owner. He was the only guy
6 there. Him and Mr. Howard Daniels, those two.
7 There was nobody else.

8 Q My question is, Was he your primary contact
9 at WAM?

10 A Christos and Howard Daniels, both of them.

11 Q So yes?

12 A Yes.

13 Q Okay. Let's go to Exhibit 43, please.

14 This is an account statement for Weiser, correct?

15 A Yes.

16 Q Let me ask you some general questions
17 before we get to this document. Were you ever aware
18 of money being sent from your account at WAM to
19 anyone?

20 A I don't believe so, no.

21 Q Were you ever aware of money being sent
22 from your WAM account to Nikolaos?

23 A No.

24 Q From your WAM account to Casad?

25 A No.

1 Q From your WAM account to Eurojenet?

2 A No.

3 Q From your WAM account to Dina?

4 A No.

5 Q From your WAM account to Lambros?

6 A No.

7 Q Okay.

8 A Why? Because I never have account with
9 WAM.

10 Q You never had an account?

11 A I never had an account, sir.

12 Q The document that you filled out, you never
13 opened that account?

14 A I don't know. I never see any statements.
15 They never let me know. Like their obligation is,
16 according to Securities Act of Bahamas and United
17 States, I have an account. So that's why I was
18 wanting to get my lost certificates. I never know.

19 Q Well, you do know that you filled out the
20 form, correct, the application?

21 A That's it. They left it there and then
22 nothing else.

23 Q Let me. You filled out the application and
24 sent the original stock certificates --

25 A Yes. I handled them.

1 Q And after you did that, were you ever aware
2 of anyone on your behalf drawing money from Weiser
3 Asset Management at your direction?

4 A Never.

5 Q Okay. Do you know if Lambros or Christos
6 ever logged in to see your account balance at WAM?

7 A I don't believe Weiser Asset Management and
8 myself, whoever have an account, like you say, you
9 mean electronically. I never have electronic
10 account with Weiser. I never have account with
11 them. I don't believe they ever opened any account.

12 Q So the answer is no, then. You don't
13 believe that Lambros or Christos ever logged in to
14 see your account statement at WAM.

15 A Lambros, for sure. I don't know about
16 Christos. Because there was no existing such
17 account.

18 Q Have you ever seen Exhibit 43 before this
19 lawsuit began?

20 A No, never.

21 Q Do you see on the second page of Exhibit 43
22 it lists various withdrawals --

23 A Yeah.

24 Q -- out of the WAM account?

25 A Yes.

1 Q Do you have any recollection of monies ever
2 being sent at your direction in these approximate
3 amounts at these approximate dates?

4 A Never.

5 Q Okay.

6 (Exhibit 54 marked.)

7 MR. ANDERSON: And just for the record
8 before you ask him any questions, this document was
9 provided to my office or served on my office last
10 week.

11 MR. NORK: Yes.

12 MR. ANDERSON: I understand that you and
13 Mr. Murtha and, I guess, the court adopted an
14 understanding that no further documentations would
15 be relied upon to demonstrate any payments -- let me
16 get the exact language.

17 "Weiser will not rely on any new responsive
18 documents proving the purchase price for the Anavex
19 stock that were in its possession or control and
20 could have reasonably been produced before the
21 discovery cutoff on February 9, 2018."

22 So this document is obviously disclosed
23 after that date. I'm not sure whether it's
24 appropriate to ask him any questions based on a
25 document that shouldn't be used in evidence.

1 MR. NORK: Well, your objection is noted,
2 and I'll still ask questions. You can certainly
3 move to strike, or whatever, at a later date but
4 this is my only shot at asking him questions.

5 MR. ANDERSON: I agree. I understand that
6 we're here in Athens and we've come a long way. I
7 would propose that you can ask him questions about
8 this document with the understanding that I'm
9 reserving objections to either strike that testimony
10 or exclude it from evidence along with this
11 document, which is what we intend to do.

12 MR. NORK: You're absolutely entitled to
13 that right. Okay.

14 BY MR. NORK:

15 Q That having been noted, can you please look
16 at Exhibit 54.

17 MR. ANDERSON: Quickly, again, before you
18 ask the question -- well, proceed. I may have
19 another objection just based on -- I don't know
20 who's information this is, but go ahead and ask the
21 question.

22 MR. NORK: Let me point out in response to
23 that objection you did note during Mr. Livadas'
24 deposition yesterday that these documents had been
25 provided.

1 You also had the opportunity to ask Mr.
2 Livadas questions about this document yesterday
3 because you had them in your possession so -- and
4 that may be part of my response to your objection
5 when and if that time comes.

6 MR. ANDERSON: And it's not so much I had
7 questions about Mr. Livadas. This more relates to,
8 necessarily, the privacy of any person whose account
9 information this may be and, I guess, a concern
10 about lodging it publicly ultimately. But we'll get
11 to that. Go ahead and ask your questions subject to
12 my earlier objection.

13 BY MR. NORK:

14 Q Okay. This document Exhibit 54 purports to
15 be a verification of a wire transfer.

16 A This one, yes.

17 Q And it purports to be a wire transfer in
18 the amount of 10,000 euros on or about April 4th,
19 2013, to an account held by Nikolaos Pedafronimos.

20 Do you see that?

21 A Yes.

22 Q Do you have any knowledge of this wire, if
23 it is accurate, actually taking place?

24 A Never.

25 Q Do you know who Verdmont Capital is?

1 A I hear of Verdmont Capital. It's not
2 anymore around. It used to be stockbroker that
3 lives in Panama.

4 Q Okay. And do you know if WAM had an
5 account with Verdmont Capital?

6 A I don't know.

7 Q So this purports to be 10,000 euros on or
8 about April 4th, correct?

9 A Yes.

10 Q And if you look at Exhibit 43, you see that
11 there was a wire of 10,000 euros and the date on the
12 account statement is March 25th, 2013, at the top.

13 Do you see that?

14 A Yes.

15 Q We do the dates backwards.

16 A January the 2nd, 2013.

17 Q No, it's not. It's actually
18 February 1st. The dates are --

19 A Oh.

20 Q We do month, then day.

21 A Yes, February.

22 Q And the next one is March 25th, 2013 --

23 A Yes.

24 Q -- and for 10,000 euros. Do you see that?

25 A Uh-huh.

1 Q Yes?

2 MR. ANDERSON: You have to answer audibly.

3 THE WITNESS: 10,000, yes, I see it.

4 BY MR. NORK:

5 Q It says "10,000 euros, March 25th, 2013."

6 A Yes.

7 Q Do you know if the reference to the "10,000
8 euros March 25th, 2013," is related to the wire
9 transfer indicated in Exhibit 54?

10 A I have no idea, sir.

11 Q Okay. Still on Exhibit 43, at the bottom
12 it says that your account was credited with \$249,580
13 on or about April 2nd, 2013. Do you see that?

14 A Yes. April 12th?

15 Q No April 2nd.

16 A Yes, I see this one here.

17 Q Do you have any understanding of why that
18 entry would be on this account statement?

19 A I don't have any understanding of this
20 entry or any understanding of this statement.

21 Q Okay.

22 A It's the first time I seen it.

23 Q When this lawsuit began?

24 A Yes.

25 Q Okay. Did you have any knowledge prior to

1 April 2nd, 2013, that your account at Weiser was
2 going to be credited for this \$250,000,
3 approximately?

4 A I didn't.

5 Q Okay. Can you turn, please -- still
6 keeping Exhibit 43, turn to Exhibit 46.

7 A Yes.

8 Q And have you seen Exhibit 46 before?

9 A Never.

10 Q You saw it -- you've seen it since this
11 lawsuit began, correct?

12 A Yes.

13 Q Did you see it on or about May 9th, 2013?

14 A Pardon me?

15 Q Did you see this email on or about the date
16 of it, May 9th, 2013?

17 A No, no. I see this email now with the
18 files.

19 Q Were you aware that Lambros sent this to
20 Christos --

21 A No.

22 Q -- in May of 2013?

23 A No.

24 Q Do you have any explanation for why Lambros
25 would have sent this to Christos in May of 2013?

1 A It's not my business.

2 Q You have no understanding why bank
3 information regarding Nikolaos Pedafronimos would be
4 sent from Lambros to Christos?

5 A How can I know that? It's not my business.
6 It's between Lambros' father.

7 Q You still have Exhibit 43?

8 A Yes.

9 Q You see that there was a transfer on
10 May 9th, 2013, for 15,000 euros?

11 A Which one is that? Yes, I see them.

12 Q You see that?

13 A Yes, yes.

14 Q Do you have any reason to believe that the
15 wire instructions that Lambros sent to Christos also
16 on May 9th, 2013, has to do with this one, the
17 15,000 euros that came out?

18 A I don't know.

19 Q Okay. And you have no explanation for why
20 Lambros would be sending this to Christos, the
21 email?

22 MR. ANDERSON: Which exhibit?

23 MR. NORK: 46.

24 THE WITNESS: No.

25 BY MR. NORK:

1 Q Okay.

2 A That's business between them.

3 Q Turn, please, to Exhibit 47. Exhibit 47
4 you have to read backwards. This is an email from
5 Lambros to Christos April 26th, 2013, again
6 providing Nikolaos Pedafronimos's bank information.

7 Do you see that?

8 A Uh-huh.

9 (Witness reviewing document.)

10 THE WITNESS: Yes.

11 BY MR. NORK:

12 Q Do you know why Lambros would be providing
13 Nikolaos' bank information to Christos in
14 April 2013?

15 A No.

16 Q Do you see the note right above that from
17 Christos to Rainbow?

18 A Yes.

19 Q It says "Hi R, can you transfer 20,000 as
20 shareholder withdrawal to, details below, as soon as
21 possible. Tom had heart attack and is waiting for
22 payments to stay alive." Do you see that?

23 A Yes.

24 Q Do you have any knowledge of Christos
25 getting you \$20,000 regarding --

1 A Staying alive.

2 Q -- regarding staying alive?

3 A No. That's goofy. It doesn't make sense.

4 Q Do you know why Lambros would be emailing
5 Christos and entitling it "Quadruple bypass"?

6 A Only because we're friends and let him
7 know. No, I can't recall now.

8 MR. ANDERSON: Don't guess. If you know,
9 answer.

10 BY MR. NORK:

11 Q Well, but the title of the email says
12 "Quadruple bypass" but the content is Nikolaos' bank
13 information.

14 A How would I know what they're doing? It's
15 their private business.

16 Q Turn, please, back to Exhibit 43. You see
17 there's an entry for May 22nd?

18 A Yes.

19 Q It's an amount in euros but, then, if you
20 look at the debit column, it says "\$20,000."

21 Do you see that?

22 A Uh-huh.

23 Q Yes? You have to answer audibly.

24 A Yes.

25 Q Okay. Do you know if the transfer from

1 your account on or about May 2nd, 2013, for
2 \$20,000 relates to this email from Lambros to
3 Christos?

4 A It's not relative because it's not my
5 account and it's not my statement.

6 Q So my question is, Do you know if the entry
7 has anything to do with Lambros' email?

8 A That entry has nothing to do with me and
9 Lambros. I don't understand. I don't know nothing
10 about this.

11 Q Okay. You never directed Lambros to have
12 money sent to Nikolaos' account?

13 A No.

14 Q It comes as a complete surprise to you that
15 money was being sent to Nikolaos' account from WAM?

16 A Not surprised because I don't know their
17 business.

18 Q But you know that it has nothing to do with
19 you.

20 A It has nothing to do with me.

21 Q Okay. Do you believe Lambros may have had
22 an account with WAM?

23 A I don't know. I don't know.

24 Q Do you think Nikolaos may have had an
25 account with WAM?

1 A I don't know. I have no idea.

2 (Exhibit 55 marked.)

3 BY MR. NORK:

4 Q Exhibit 55 is another wire transfer. This
5 one is dated July 12th, 2013. Do you see that?

6 A Yes.

7 MR. ANDERSON: And, counsel, I'll just
8 interject the same objection. This was part of the
9 production last week.

10 MR. NORK: Yes.

11 MR. ANDERSON: Same objections.

12 MR. NORK: Noted.

13 BY MR. NORK:

14 Q This one is for 15,000 euros.

15 A Yes.

16 Q And it purports to be being sent to
17 Nikolaos Pentafronimos, correct?

18 A Yes.

19 Q And if you compare that, please, to Exhibit
20 43, do you see there's a July 2nd, 2013, transfer
21 for 15,000 euros --

22 A July --

23 Q -- July 2nd. It appears to be July 2nd
24 right in the middle. 15,000 euros.

25 A Okay, yes. Yes, July 2nd.

1 Q Do you know if the entry on this WAM
2 statement relates at all to the transfer that's
3 evidenced as Exhibit 55?

4 A I don't know. I'm not an expert in banking
5 or stockbroker business. I have no idea. I don't
6 know.

7 Q And, in any event, you have no knowledge of
8 this.

9 A I have no knowledge whatsoever.

10 Q Okay.

11 (Exhibit 56 marked.)

12 MR. ANDERSON: Same objection, counsel.

13 MR. NORK: Noted.

14 BY MR. NORK:

15 Q Exhibit 56 -- no. You need this one.
16 Exhibit 56 purports to be a wire transfer dated
17 August 12th, 2013, correct?

18 A Yes.

19 Q For 15,000 euros?

20 A Uh-huh.

21 Q Yes?

22 A Yes.

23 Q To Nikolaos Pentafronimos?

24 A Yes.

25 Q Okay. And compare that to Exhibit 43,

1 please.

2 A Yes.

3 Q You see there's an entry August 6th,
4 2013, for 15,000 euros?

5 MR. ANDERSON: Is that date August 6th?

6 MR. NORK: It looks like August 6th.

7 BY MR. NORK:

8 Q I think it's August 6th.

9 Do you see that?

10 A No. This is sixth month -- oh, it's
11 eighth.

12 Q Yes.

13 A So 5th of August, yes.

14 Q Yes. Do you know if the transfer that's
15 listed on Exhibit 43 for 15,000 euros relates in any
16 way to the transfer indicated and evidenced in
17 Exhibit 56?

18 A Again, the same answer. I don't know what
19 is that.

20 Q You don't know anything about this
21 transaction?

22 A No, nothing. Zero.

23 Q Okay.

24 (Exhibit 57 marked.)

25 BY MR. NORK:

1 Q 57 is another wire transfer, this one dated
2 September 23rd, 2013, correct?

3 A Yes.

4 Q In the amount of 7,500 euros?

5 A Yes.

6 Q To an account of Nikolaos Pentafronimos.

7 A Yes.

8 Q Okay. Can you please compare that to
9 Exhibit 43. Do you see the last?

10 A Yes.

11 Q The last transfer, which appears to be
12 September 18th, 2013, is also for 7,500 euros.

13 Do you see that?

14 A Yes.

15 Q Do you have any understanding as to whether
16 or not the transfer listed on Exhibit 43 is the one
17 evidenced in Exhibit 57?

18 A I don't have any idea. I don't know what
19 is that. I don't understand it.

20 Q Okay. I'm done with 43. Okay. I'm going
21 to 44 next. What is Exhibit 44?

22 A It's an email between Lambros and Christos
23 "Transfer stuck."

24 Q Are you aware at all of what led to this
25 email?

1 A No, I don't.

2 Q You didn't discuss this with Lambros?

3 A No.

4 Q You didn't discuss it with Christos?

5 A No.

6 Q Okay. Do you know why Lambros would be
7 discussing a transfer with Christos where the
8 beneficiary would be Dina Pentafronimos?

9 A I don't know.

10 Q Okay. And just for the purpose of the
11 record, the last name spelling for Dina --

12 A Yes.

13 Q -- is this the Greek spelling?

14 A Pentafronimou, yes, or most for guys, for
15 males, more for ladies.

16 Q Okay.

17 A This is correct, yes.

18 Q Because I've seen Pentafronomos spelled
19 differently.

20 A With D.

21 Q Yeah, I've seen it with the D also. But
22 this is Dina, who is Nikolaos' --

23 A A lot of times in north America they make
24 mistakes, you know. Errors there.

25 Q Right.

1 A But Dina is the daughter of Nikolaos, the
2 sister of Lambros.

3 Q All right. Do you have any idea why
4 Lambros would be emailing Christos about a transfer
5 to his sister?

6 A I have no idea.

7 Q Did you direct Lambros to ask Christos to
8 transfer money to his sister?

9 A No.

10 Q Turn, please, to Exhibit 45.

11 What is Exhibit 45?

12 A It's one of the transfers. Again, looks
13 like the same, like the previous.

14 Q Okay. It looks like it's a transfer?

15 A A wire transfer.

16 Q Yes, a wire transfer dated December 20th,
17 2012.

18 A December 20th, 2012.

19 Q Yes.

20 A Okay.

21 Q Do you know if it has anything to do with
22 the transfer referenced in the email in Exhibit 44?

23 A I don't know.

24 Q Because it's the day before Lambros' email.

25 A Yeah. I don't know. I don't know these

1 things.

2 Q Okay. And Exhibit 45 appears to be a
3 transfer for 20,000 euros, correct?

4 A Yes, correct.

5 Q And --

6 A That's what it says here, yes.

7 Q And it appears to be from Verdmont Capital,
8 correct?

9 A Yes.

10 Q Through HSBC Bank, correct?

11 A I guess.

12 Q And then it says under -- it looks like
13 line 59 where it says "Beneficiary customer."

14 A Yeah.

15 Q You see there's no name listed under the
16 person's name?

17 A Yeah.

18 Q There's just a bank account -- or what
19 appears to be a bank account number, correct?

20 A Yes.

21 Q And then there's the name Elliniko Astros.
22 Is that your village?

23 A No, no. That's, actually, Nikolaos and
24 Dina and Lambros' village. It's on the mountain.
25 It has nothing to do with me.

1 Q **It's not your village?**

2 A No. My village it's by the water. It's
3 called Astros Arcadia. And Elliniko is a little
4 mountain above the hills there. They have family of
5 Nikolaos. It's a big family. They have a bunch of
6 community there.

7 Q **Okay. So this is the name of the town in**
8 **which, apparently, the bank is located, correct?**

9 A Elliniko, no. Where's the bank? I don't
10 see it here.

11 Q **It's to Alpha Bank of Athens, the receiver.**

12 A It looks like the Pedafronimos family
13 members, Lambros or Nikolaos, looks like it, or
14 Dina. I don't know.

15 Q **It could be Dina, though, right?**

16 A I don't know. In order to have Elliniko,
17 it's one of these family members, definitely, yes.

18 Q **Because of the town name?**

19 A The town name. That's all I can say.
20 Nothing else.

21 Q **Okay. So if I'm piecing this together, it**
22 **appears that a wire was attempted to be sent for**
23 **20,000 euros from Verdmont but the beneficiary's**
24 **name is not listed but the village is listed.**

25 A Yes.

IN THE SUPREME COURT OF THE STATE OF NEVADA

ATHANASIOS SKARPELOS, an individual,
Appellant,

vs.

WEISER ASSET MANAGEMENT, LTD., a
Bahamas Company; and WEISER
(BAHAMAS) LTD., a Bahamas Company,
Respondents.

Nos.: 79425 / 79526
(Consolidated)

Appeal from Second Judicial District Court
State of Nevada, Washoe County
The Honorable Elliott Sattler

**SUPPLEMENTAL JOINT APPENDIX
VOLUME 2**

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CHRONOLOGICAL INDEX

Description	Date Filed	Volume	Pages
Stipulation to Motion for Discharge	01/17/2019	1	SA0001–SA0010
Trial Exhibits No. 4 - 9/24/2007 Anavex physical certificates registered in Athanasios Skarpelos	01/28/2019	1	SA0011–SA0011
Trial Exhibits No. 5 - 9/27/2007 Anavex Affiliate Stock Purchase Agreement	01/28/2019	1	SA0012–SA0015
Trial Exhibits No. 6 - 10/1/2007 Email between Athanasios Skarpelos & Christos Livadas	01/28/2019	1	SA0016–SA0016
Deposition transcript of Athanasios Skarpelos (10/24/2018)	01/30/2019	1/2	SA0017–SA0199 SA0200– SA0265
Deposition transcript of Lambros Pedafronimos (10/23/2018)	01/31/2019	2	SA0266–SA0387
Motion for Stay Pending Appeal	08/19/2019	2	SA0388–SA0391
Weiser's Opposition to Motion for Stay Pending Appeal	09/10/2019	2	SA0392–SA0409
Reply in Support of Motion for Stay Pending Appeal	09/18/2019	2	SA0410–SA0414
Order Granting Motion for Stay Pending Appeal	09/26/2019	2	SA0415–SA0420
Notice of Entry of Order	10/11/2019	2	SA0421–SA0429

ALPHABETICAL INDEX

Description	Date Filed	Volume	Pages
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Deposition transcript of Lambros Pedafronimos (10/23/2018)	01/31/2019	2	SA0266–SA0387
Motion for Stay Pending Appeal	08/19/2019	2	SA0388–SA0391
Notice of Entry of Order	10/11/2019	2	SA0421–SA0429
Order Granting Motion for Stay Pending Appeal	09/26/2019	2	SA0415–SA0420
Reply in Support of Motion for Stay Pending Appeal	09/18/2019	2	SA0410–SA0414
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Trial Exhibits No. 4 - 9/24/2007 Anavex physical certificates registered in Athanasios Skarpelos	01/28/2019	1	SA0011–SA0011
Trial Exhibits No. 5 - 9/27/2007 Anavex Affiliate Stock Purchase Agreement	01/28/2019	1	SA0012–SA0015
Trial Exhibits No. 6 - 10/1/2007 Email between Athanasios Skarpelos & Christos Livadas	01/28/2019	1	SA0016–SA0016
Weiser's Opposition to Motion for Stay Pending Appeal	09/10/2019	2	SA0392–SA0409

DATED this August 19, 2020.

/s/ Frank Z. LaForge

Jeremy J. Nork (Nevada Bar No. 4017)

Frank Z. LaForge (Nevada Bar No. 12246)

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Attorneys for Respondents

CERTIFICATE OF SERVICE

Pursuant to NRAP 25(e), I hereby certify that on August 19, 2020, I electronically filed the foregoing **SUPPLEMENTAL JOINT APPENDIX, VOLUME 2**, with the Clerk of the Nevada Supreme Court via the Court's e-Flex system. Service will be made by e-Flex on all registered participants.

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/s/ Martha Hauser

An Employee of HOLLAND & HART LLP

1 Q And then the very next day Lambros emails
2 Christos and says, "Someone forgot to include the
3 beneficiary in the details of the transfer. Please
4 put in the transfer name, Dina."

5 A Okay. So that says everything. So it
6 looks like Dina, probably, yes.

7 Q Do you have any knowledge whatsoever about
8 this transaction?

9 A I have no knowledge. Sorry, sir.

10 Q You don't believe this came out of your WAM
11 account?

12 A No, definitely not.

13 Q Do you know if Lambros had an account with
14 Verdmont?

15 A I don't know that.

16 Q Did you ever have an account with Verdmont?

17 A No, never in my life.

18 Q Did Nikolaos?

19 A I don't know that.

20 Q Did Dina?

21 A I don't know.

22 Q Did Dina ever have an account with WAM?

23 A I don't know. I don't know.

24 Q Okay.

25 A I don't know that. They have to be asked.

1 Q On Exhibit 44 Lambros says, "Please get the
2 sender to contact his bank and provide the
3 beneficiary name."

4 Do you know who the sender is that he's
5 referring to?

6 A I don't know.

7 Q Okay.

8 A I don't understand their banking things.

9 Q Okay. Did you ever direct anyone to get
10 the original stock certificates back from WAM or
11 Primoris?

12 A To direct somebody, my original stocks?

13 Q Yes.

14 A The last ones?

15 Q The two that you eventually had canceled,
16 did you ever ask anyone to get the originals back
17 from WAM?

18 A After I recorded lost with NATCO or at any
19 time?

20 Q At any time.

21 A Get them back. Probably not. I don't
22 remember. I don't think so.

23 Q Okay. What was the approximate stock value
24 of Anavex in 2013?

25 A 2013? Right in the middle of 2013, in the

1 spring it was around 60, 70 cents. From that point
2 on, like I say earlier, that was a disaster for
3 Anavex. By the end of 2013 the stock comes down
4 very low, 30 cents level.

5 Q So the stock was declining in 2013?

6 A In the fall, September, October, November
7 somehow.

8 Q Okay. When did it go back up?

9 A As soon as the construction and I start to
10 get back my fit and found new board members.

11 Q Approximately what month or year was that?

12 A I believe '14, '15. I can see it in my
13 chart.

14 Q Well, it's publicly listed.

15 A Yes. If we go on the chart of the company,
16 it shows the details exactly by day and the trades
17 and the dip down and huge.

18 Q Was it ever communicated to you that WAM
19 might demand that your account be brought current?

20 A Never. I don't think so. No. That's been
21 big surprise in 2015, Mr. Nork. Big surprise.
22 First time I see all this complaints and everything,
23 2015.

24 Q So when you were selling stock in 2013, was
25 that in any way related to an effort to bring your

1 account with WAM current?

2 A No. I never saw the stock.

3 Q Okay. Well, no. I understand that you
4 claim you never sold the stock. My question is the
5 questions about preparing documentation.

6 A No.

7 MR. ANDERSON: Let him finish.

8 BY MR. NORK:

9 Q Your discussions about preparing
10 documentation, was that an effort to raise money to
11 bring your account current with WAM?

12 A No.

13 Q In 2013 were you seeking to sell 3 million
14 shares of your stock or 6 million?

15 A Half of my position. I believe my
16 position was 6.6 million. Half of them, 3.3.

17 Q Have you sold any of your Anavex stock
18 other than through WAM after 2015?

19 A Never. I never sold with Weiser Asset
20 Management, never my stock. I never done any
21 trades. It's public information.

22 Q And just so I'm clear, your attorney has
23 produced a total of 31 pages of documents in this
24 case. Does that sound about right to you?

25 A Probably.

1 Q Okay. And in those 31 pages of documents
2 you haven't produced any phone records, correct?

3 A Correct.

4 Q You haven't produced any bank records other
5 than the four pages we looked at.

6 A Correct.

7 Q And no other documentation other than those
8 31 pages, correct?

9 MR. ANDERSON: If you know.

10 THE WITNESS: I believe that's --

11 BY MR. NORK:

12 Q You believe that to be the case.

13 A Yes.

14 MR. NORK: Okay. Sir, I appreciate your
15 time. Thank you very much. I have no further
16 questions.

17 (Whereupon, deposition was concluded at
18 1:20 p.m.)

19 -o0o-

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

3

4 I, CHRISTINA AMUNDSON, a duly commissioned and
5 licensed court reporter, Washoe County, State of
6 Nevada, do hereby certify:

7 That I reported the taking of the deposition of
8 ATHANASIOS SKARPELOS, commencing on Wednesday,
9 October 24, 2018, at 900 a.m.

10 That prior to being examined, the witness was
11 duly sworn to testify to the truth. That I
12 thereafter transcribed my said shorthand notes into
13 typewriting and that the typewritten transcript of
14 said deposition is a complete, true, and accurate
15 transcription of said shorthand notes.

16 I further certify that I am not a relative or
17 employee of an attorney or counsel of any of the
18 parties, nor a relative or employee of an attorney
19 or counsel involved in said action, nor a person
20 financially interested in the action.

21 DATED: At Reno, Nevada, this 3rd day of November
22 2018.



23
24 CHRISTINA AMUNDSON CCR #641

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1 account with WAM current?	1 Q Okay. And in those 31 pages of documents
2 A No. I never saw the stock.	2 you haven't produced any phone records, correct?
3 Q Okay. Well, no. I understand that you	3 A Correct.
4 claim you never sold the stock. My question is the	4 Q You haven't produced any bank records other
5 questions about preparing documentation.	5 than the four pages we looked at.
6 A No.	6 A Correct.
7 MR. ANDERSON: Let him finish.	7 Q And no other documentation other than those
8 BY MR. NORK:	8 31 pages, correct?
9 Q Your discussions about preparing	9 MR. ANDERSON: If you know.
10 documentation, was that an effort to raise money to	10 THE WITNESS: I believe that's --
11 bring your account current with WAM?	11 BY MR. NORK:
12 A No.	12 Q You believe that to be the case.
13 Q In 2013 were you seeking to sell 3 million	13 A Yes.
14 shares of your stock or 5 million?	14 MR. NORK: Okay. Sir, I appreciate your
15 A Half of my position. I believe my	15 time. Thank you very much. I have no further
16 position was 6.6 million. Half of them, 3.3.	16 questions.
17 Q Have you sold any of your Anavax stock	17 (Whereupon, deposition was concluded at
18 other than through WAM after 2015?	18 1:20 p.m.)
19 A Never. I never sold with Weiser Asset	19 -ooo-
20 Management, never my stock. I never done any	20
21 trades. It's public information.	21
22 Q And just so I'm clear, your attorney has	22
23 produced a total of 31 pages of documents in this	23
24 case. Does that sound about right to you?	24
25 A Probably.	25

Page 188	Page 189
1 STATE OF NEVADA)	1 VERGATA COURT
2) ss.	2
3 COUNTY OF WASHOE)	3
4 I, CHRISTINA AMUNDSON, a duly commissioned and	4
5 licensed court reporter, Washoe County, State of	5 I declare under penalty of perjury that I have read the
6 Nevada, do hereby certify:	6 foregoing <u>188</u> pages of my testimony, taken
7 That I reported the taking of the deposition of	7 on <u>Oct 24/2018</u>
8 ATHANASIOS SKARPELOS, commencing on Wednesday,	8 <u>Athens</u> city, <u>GREECE</u>
9 October 24, 2018, at 900 a.m.	9
10 That prior to being examined, the witness was	10 and that the same is a true record of the testimony given
11 duly sworn to testify to the truth. That I	11 by me at the time and place herein
12 thereafter transcribed my said shorthand notes into	12 above set forth, with the following exceptions:
13 typewriting and that the typewritten transcript of	13
14 said deposition is a complete, true, and accurate	14 Page Line Should read: Reason for Change:
15 transcription of said shorthand notes.	15
16 I further certify that I am not a relative or	16
17 employee of an attorney or counsel of any of the	17
18 parties, nor a relative or employee of an attorney	18
19 or counsel involved in said action, nor a person	19
20 financially interested in the action.	20
21	21
22 DATED: At Reno, Nevada, this 3rd day of November	22
23 2018.	23
24 <u>Christina Amundson</u>	24
25 CHRISTINA AMUNDSON CCR #641	25

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18	Date: 28/11/2018	Signature of Witness	
19	Athanasios Skarpeelos		
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SECRET

ΑΕΝ ΥΠΑΠΟΧΡΩΝ ΑΝΑΛΥΤΙΚΕΣ ΚΙΝΗΣΕΙΣ ΚΑΤΑ ΤΟ ΔΙΑΣΤΗΜΑ 01.01.2007- ΕΩΣ 04.01.2018

ΑΕΝ ΥΠΑΠΟΧΡΩΝ ΑΝΑΛΥΤΙΚΕΣ ΚΙΝΗΣΕΙΣ ΚΑΤΑ ΤΟ ΔΙΑΣΤΗΜΑ 01.01.2007- ΕΩΣ 04.01.2018

TEAGE, HATTA, TATE: KA384-V

ΑΝΟΙΓΜΑ ΤΟΥ ΕΞΕΙ ΠΕΡΑΞΕΙ ΑΙΟ ΤΑ ΤΗΡΟΣΙΜΑ ΜΕΤΑΝΟΓΕΦΙΚΟΙ

EMPOITKA BTEHTA TBI - TPANEEAE PAI KPEYIOPEHO

ΑΠΟ ΤΟΝ ΗΛΕΚΤΡΟΝΙΚΟ ΥΠΟΛΟΓΙΣΤΗ ΔΥΤΗΣ

11-11-11

ОБЪЕДИНЕНАТА КОМИСИЯ

THE ADVANCE THE FARMER A.E.

..S000032



KRA. SWIFT TRANZAR (BIG) ETHIOPIA

GR92011024B0000024874503050

IBAN AQFA IAZMOY

[illegible]

EXHIBIT NO. 10

ЗКАРПЕНОВ: АБНАБИОЗ НА 1 АД

EXAMINATION REPORT

24B/145030-20

ADVO TAMETHIO

ΕΓΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.
ΚΑΤΑΣΤΑΣΗ ΑΝΑΤΙΘΕΣ ΚΙΝΗΣΕΩΝ ΚΑΤΑΒΕΤΙΚΟΥ ΛΟΓΑΡΙΑΣΜΟΥ 248/6060242
ΚΩΔΙΚΟΣ ΚΑΤΑΣΤΑΣΗΣ ΚΑ339-V

ΣΕΛΙΔΑ:

ΗΜΕΡΟΜΗΝΙΑ ΕΚΘΕΣΗΣ: 04-01-2018

ΚΑΤΑΣΤΗΚΑ:	248	ΑΙΤΡΟΥΣ	ΑΡΙΘΜΟΣ ΕΠΙΤΑΓΗΣ	ΑΣΙΑ	ΚΑΤ/ΜΕ ΣΥΝΔΕΣΜΑΤΗΣ	ΠΟΣΟ	ΝΟΜΙΣΜΑ	ΥΠΟΛΟΙΠΟ
ΥΠΕΡΒΕΙΑ	90	ΑΙΤΙΟΛΟΓΙΑ						
ΕΜΕΡΟΜΗΝΙΑ								
2486060242		ΕΜΕΡΟΜΗΝΙΑ ΠΡΟΒΛΕΠΟΜΕΝΗΣ ΚΙΝΗΣΗΣ:	01.01.0001	ΠΡΟΒΛΕΠΟΜΕΝΟ ΥΠΟΛΟΙΠΟ:		0.00	ΕΥΡΩ	
14.08.2014	010	ΚΑΤΑΒΕΤΕΣ	14.08.2014	2486A		250.00	ΠΙ	250.00 ΠΙ
20.08.2014	022	ΕΚΤΟΧΟΣ 24800006627	20.08.2014	2486A		229.65	ΧΡ	20.35 ΠΙ
						20.35	ΠΙ	ΕΥΡΩ

ΝΕΟ ΥΠΟΛΟΙΠΟ

ΤΕΛΟΣ ΚΑΤΑΣΤΑΣΗΣ: ΚΑ339-V

ΑΡΧΗΘΕΝΑ ΠΟΥ ΕΧΕΙ ΚΕΡΑΙΩΣΕΙ ΑΥΤΟ ΤΑ ΤΕΛΕΩΜΕΝΑ ΜΕΤΑΝΟΤΡΑΦΙΣΕ
ΕΜΠΟΡΙΚΑ ΣΕΒΑΛΑ ΤΗΣ ΤΡΑΠΕΖΑΣ ΚΑΙ ΕΚΤΥΠΩΜΕΝΟ
ΑΥΤΟ ΤΩΝ ΕΜΠΕΡΙΟΝΙΚΩΝ ΥΠΟΛΟΙΠΩΝ ΑΝΤΙΣΤΕ

..... 5 / 11 / 2018
Ο ΠΡΕΣΒΥΤΕΡΟΣ ΤΗΣ ΤΡΑΠΕΖΑΣ ΕΚΤΥΠΩΣΗ
ΕΓΝΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.

S000035

S000034

REPORT
NATIONAL BANK OF GREECE S.A.
ATHENS BRANCH (248)

KN2.SWIFT TRAMEZAZ (BIC) ETHNGRAA

IBAN AOTAPIAEMOY
GR77011024800000024860602424

ΕΚΑΡΤΕΛΟΙ ΑΓΑΝΑΖΙΩΣ ΗΛΙΑΣ

248/606024-24

ΑΠΟΔΕΛΤΥΜΕΝΟ

Message

From: Lambros Pedafronimos [l.pedaf@gmail.com]
Sent: 5/24/2013 11:12:00 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Re: Tom update????

Ela bud, he will be active on Monday, I brought him down to village for some fresh air.

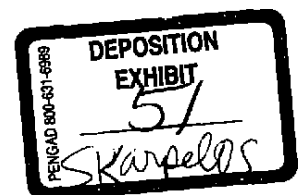
I monitor all of his correspondance.

On Fri, May 24, 2013 at 5:21 PM, Christos <christos@bizex.bz> wrote:

Lou, are you getting Tom's emails? Is he?

--

Lambros Pedafronimos



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:

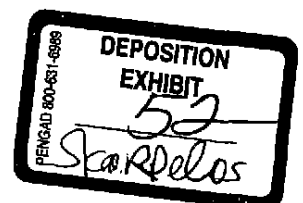
Email me blanks ones now so I can show them what they'll be looking like etc

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

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.

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

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:

  **KARNGOL ADANASIO AT 1724522**
09/17/13

SIGNATURE OF TRANSFEROR

SIGNATURE OF WITNESS

Signature of transferor guaranteed by:


YOUNG & RUBICAM
Adnan Begovic, President

NOTE: The signature in 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.

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.

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:

Seller:

Athanasios Skarpeles

ΣΚΑΡΠΕΛΙΔΕ ΑΘΑΝΑΣΙΟΣ
09121134112452

ΣΩΤΗΡΙΟΣ Γ. ΚΑΥΑΛΗΣ
Υπάλληλος Κ.Ε.Π.
Λήγου Βόρειας Κυνουρίας

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Instruction details

New status Processed by bank
Instruction reference number 12203QS00KRT

[View payment activity](#)

1. Instruction details

Payment Type Priority Payment
Beneficiary bank location Greece
Debit account VERDMONT CAPITAL 0100084608
Payment currency EUR
Equivalent to EUR 10,000.00
Rate
Treasury reference number
Value date or Date of first payment 04/04/2013
Charges Shared
Reference for your account 12203QS00KRT

2. Beneficiary bank details

Beneficiary bank id SWIFT/BIC address CRBAGRAAXX
Specify bank name only ALPHA BANK AE
Beneficiary bank address 10, PESMAZOGLOU
 ATHENS
 10252 GREECE

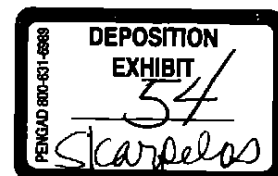
3. Beneficiary details

Beneficiary name Nikolaos Pentafronimos
Beneficiary address Astros Kynourias
 Arcadia, Greece
 16673, GREECE
Beneficiary account number or IBAN GR7801405420542002101002793
Advised by At

4. Information for the beneficiary

5. Instruction to bank

6. Intermediary bank details



Intermediary bank location Greece
Intermediary bank Id
Intermediary bank name
Intermediary bank address
Intermediary bank account number

7. Regulatory reporting

8. Advising

9. Instruction code

10. Exchange contract details

Tip: Advising

By adding an advice recipient to the payment instruction, the recipient will be automatically informed when the payment is sent to the bank for processing.

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Details**Close**[Payment Transit](#) [Details](#) [Priority Payment - Details](#)[My HSBCnet](#) [Customer Support](#) [Help](#)**Instruction details**

New status Processed by bank
Instruction reference number 27323TJ0213P

[View payment activity](#)**1. Instruction details**

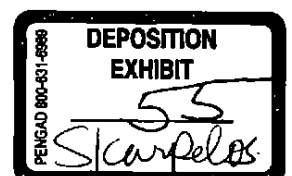
Payment Type Priority Payment
Beneficiary bank location Greece
Debit account VERDMONT CAPITAL 0100084608
Payment currency EUR
Equivalent to EUR 15,000.00
Rate
Treasury reference number
Value date or Date of first payment 12/07/2013
Charges Shared
Reference for your account 27323TJ0213P

2. Beneficiary bank details

Beneficiary bank id SWIFT/BIC address CRBAGRAAXX
Specify bank name only ALPHA BANK AE
Beneficiary bank address 10, PESMAZOGLOU
ATHENS
10252 GREECE

3. Beneficiary details

Beneficiary name Nikolaos Pentafronimos
Beneficiary address Astros Kynourias
Arcadia, Greece
16673, GREECE
Beneficiary account number or IBAN GR7801405420542002101002793
Advised by At

4. Information for the beneficiary**5. Instruction to bank**

6. Intermediary bank details**Intermediary bank location** Greece**Intermediary bank id****Intermediary bank name****Intermediary bank address****Intermediary bank account number****7. Regulatory reporting****8. Advising****9. Instruction code****10. Exchange contract details****Tip: Advising**

By adding an advice recipient to the payment instruction, the recipient will be automatically informed when the payment is sent to the bank for processing.

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Instruction details

New status Processed by bank
Instruction reference number 19813UB00L7K

[View payment activity](#)

1. Instruction details

Payment Type Priority Payment
Beneficiary bank location Greece
Debit account VERDMONT CAPITAL 0100084608
Payment currency EUR
Equivalent to EUR 15,000.00
Rate
Treasury reference number
Value date or Date of first payment 12/08/2013
Charges Shared
Reference for your account 19813UB00L7K

2. Beneficiary bank details

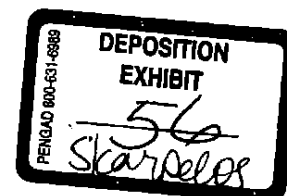
Beneficiary bank Id SWIFT/BIC address CRBAGRAAXX
Specify bank name only ALPHA BANK AE
Beneficiary bank address 10, PESMAZOGLOU
ATHENS
10252 GREECE

3. Beneficiary details

Beneficiary name Nikolaos Pentafronimos
Beneficiary address Astros Kynourias
Arcadia, Greece
16673, GREECE
Beneficiary account number or IBAN GR7801405420542002101002793
Advised by At

4. Information for the beneficiary

5. Instruction to bank



6. Intermediary bank details

Intermediary bank location Greece
Intermediary bank id
Intermediary bank name
Intermediary bank address

Intermediary bank account number

7. Regulatory reporting**8. Advising****9. Instruction code****10. Exchange contract details****Tip: Advising**

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Instruction details

New status Processed by bank
Instruction reference number 35923VK020CQ

[View payment activity](#)

1. Instruction details

Payment Type Priority Payment
Beneficiary bank location Greece
Debit account VERDMONT CAPITAL 0100084608
Payment currency EUR
Equivalent to EUR 7,500.00
Rate
Treasury reference number
Value date or Date of first payment 23/09/2013
Charges Shared
Reference for your account 35923VK020CQ

2. Beneficiary bank details

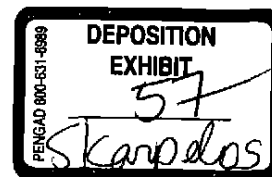
Beneficiary bank id SWIFT/BIC address CRBAGRAAXX
Specify bank name only ALPHA BANK AE
Beneficiary bank address 10, PESMAZOGLOU
ATHENS
10252 GREECE

3. Beneficiary details

Beneficiary name Nikolaos Pentafronimos
Beneficiary address Astros Kynourias
Arcadia, Greece
16673, GREECE
Beneficiary account number or IBAN GR7801405420542002101002793
Advised by At

4. Information for the beneficiary

5. Instruction to bank



6. Intermediary bank details

Intermediary bank location Greece

Intermediary bank id

Intermediary bank name

Intermediary bank address

Intermediary bank account number

7. Regulatory reporting**8. Advising****9. Instruction code****10. Exchange contract details**

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Tip: Advising

By adding an advice recipient to the payment instruction, the recipient will be automatically informed when the payment is sent to the bank for processing.

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FILED

JAN 31 2019

JACQUELINE BRYANT, CLERK
By: *[Signature]*
DEPUTY CLERK

In the Matter Of:

Nevada Agency and Transfer Company vs. Weiser Asset Management, Ltd

LAMBROS PEDAFRONIMOS

October 23, 2018

Job Number: 505811-B

CV15-02259 DC-09900087809-003
NIV AGENCY & TRANSFER CO VS 122 Pages
District Court 01/31/2019 05:00 PM
Washoe County 1595
nmf

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

4 -o0o-

5 NEVADA AGENCY AND TRANSFER COMPANY,
6 a Nevada corporation,

7 Plaintiff,

Case No. CV15-02259

8 vs.

Dept. No. 10

9 WEISER ASSET MANAGEMENT, LTD.,
10 a Bahamas company; ATHANASIOS
11 SKARPELOS, an individual; and DOES
12 1-10,
13 Defendants.

14 _____/

15 ATHANASIOS SKARPELOS, an individual,

16 Cross-Claimant,

17 vs.

18 WEISER ASSET MANAGEMENT, LTD.,
19 A Bahamas company; AND WEISER
20 (BAHAMAS) Ltd., A Bahamas company,

21 Cross-Defendants.

22 _____/

23

24

25 DEPOSITION OF LAMBROS PEDAFRONIMOS

26

27 _____
28 Tuesday, October 23, 2018
29 Athens, Greece

30

31 REPORTED BY: Christina Amundson, CCR 641
32 JOB NUMBER: 505811-B

1 A P P E A R A N C E S

2

3 FOR WEISER ASSET MANAGEMENT, LTD.

4 HOLLAND & HART

5 BY: JEREMY NORK, ATTORNEY AT LAW

6 5411 Kietzke Lane, Suite 200

7 Reno, NV 89511

8 775.327.3043

9

10 FOR ATHANASIOS SKARPELOS:

11 WOODBURN AND WEDGE

12 BY: DANE ANDERSON, ATTORNEY AT LAW

13 6100 Neil Road, Suite 500

14 Reno, NV 89505

15 775.688.3000,

16 danderson@woodburnandwedge.com

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I N D E X

Deposition of LAMBROS PEDAFRONIMOS

EXAMINATION BY	PAGE
Mr. Nork	4

E X H I B I T S

EXH. NO.	DESCRIPTION	PAGE
Exhibit 58	Copy of passport	33
Exhibit 59	10/28/13 email string, WEISER339	91

-o0o-

1 BE IT REMEMBERED that on Tuesday, October 23,
2 2018, commencing at 2:00 p.m. at The Hilton Hotel,
3 46 Vasilissis Sofias Avenue, 115 28 Athens, Greece,
4 of said day, before me, CHRISTINA M. AMUNDSON, a
5 Certified Shorthand Reporter, personally appeared
6 LAMBROS PEDAFRONIMOS.

7 -----

8 LAMBROS PEDAFRONIMOS,
9 called as a witness in the matter herein,
10 who, having been first duly sworn, was examined
11 and testified as follows:

12 E X A M I N A T I O N

13 BY MR. NORK:

14 Q Good afternoon. Please state your name.

15 A Lambros Pedafronimos.

16 Q Okay. I have seen, I think, three
17 different spellings for the last name
18 "Pedafronimos."

19 A Uh-huh.

20 Q What is your preferred spelling of your
21 last name?

22 A L-a-m-b-r-o-s.

23 Q Last name.

24 A P-e-d-a-f-r-o-n-i-m-o-s.

25 Q Have you ever had your deposition taken

1 before?

2 A No, I have not.

3 Q Okay. I'll just cover some of the basic
4 ground rules. The most important thing about our
5 discussion and the ground rules that I will explain
6 is that they're designed so that the transcript
7 that's being typed up by the court reporter sitting
8 to your left, it's important that that transcript
9 read clearly. And some of the things that you and I
10 would do in a normal conversation we can't do in a
11 deposition because it messes up the transcript.

12 For example, please wait for me to finish
13 asking a question before you answer and, similarly,
14 I'll wait for you to finish answering before I ask
15 the next question, and that way the transcript reads
16 like a question and answer rather than a lot of
17 interrupting, okay?

18 A Okay.

19 Q The other thing is a lot of people, it's
20 their tendency to nod their head or say "uh-huh" or
21 "uh-uh." As you might imagine, that doesn't show up
22 clearly on a deposition transcript.

23 So if you nod or say "uh-huh" or "uh-uh," I
24 may from time to time say, Is that a yes, is that a
25 no, and I'm not trying to be rude. I just want to

1 make sure the deposition reads clearly, okay?

2 A Okay.

3 Q Also, if you answer a question, I'm going
4 to assume you understood it. If you don't, please
5 ask me to restate it and I'll rephrase it and I'm
6 happy to do so.

7 A Okay.

8 Q The other thing is this is a bit of a test
9 of your memory, but it's not a test of your
10 endurance. So if you at any time want to take a
11 break, just let me know and I'm happy to do so. I'd
12 ask if there's a question pending that we answer the
13 question and then take a break, okay?

14 A Okay.

15 Q What is your educational background?

16 A High school degree as well as Canadian
17 securities course in Canada.

18 Q Did you obtain a degree in Canada?

19 A Just the high school diploma, not a degree.

20 Q Did not go to college or university?

21 A No.

22 Q All right. When did you graduate from high
23 school? See, I told you it would be tough
24 questions.

25 A When I was 18.

1 Q Okay. So simple math would put that year
2 at --

3 A I'm 33 right now.

4 Q Okay. What did you do for a job or
5 occupation when you graduated from high school at
6 18?

7 A I had my own business.

8 Q What was that business?

9 A It was a beer business.

10 Q Drinking or selling?

11 A Selling.

12 Q Okay.

13 A And I also worked for a company in
14 marketing in Canada.

15 Q What was the marketing company?

16 A I don't recall the name of it.

17 Q Okay. How long did you hold the marketing
18 job?

19 A A year and a half.

20 Q How long did you hold the beer-selling job?

21 A A year.

22 Q And what did you do after both of those
23 jobs ended?

24 A Mostly worked with my father.

25 Q And your father is?

1 A Nikolaos Pedafronimos.

2 Q And did you work for your father's company?

3 A Yes.

4 Q And what company is that?

5 A Oasis Diamond Exploration.

6 Q Is that located in Canada?

7 A It was.

8 Q Whereabouts in Canada?

9 A Toronto and Montreal.

10 Q And what were your duties with that job?

11 A Support.

12 Q What does that mean?

13 A Faxes, emails.

14 Q Like a clerk?

15 A Something like that.

16 Q Okay. How long did you hold that position?

17 A Two years, I believe.

18 Q What did you do after that?

19 A Came to Greece.

20 Q And so approximately what year was that?

21 A 2003, 2004.

22 Q And why did you come back to Greece?

23 A My family moved.

24 Q Whereabouts in Greece?

25 A When I moved we moved to Athens and we also

1 have an estate in Elliniko.

2 Q Can you spell that?

3 A Spell what?

4 Q The name of the village.

5 A Yeah. So my father owns a mountain so the
6 area there is called Elliniko, E-l-l-i-n-i-k-o.

7 Q What is Elliniko Astros?

8 A So, Astros is about 10 kilometers from that
9 area so it's all named after Astros but it's a
10 different part. So there's another village there
11 but it's all compiled into one area.

12 Q And what was your job or occupation when
13 you returned to Greece?

14 A Help with the vineyard.

15 Q What specifically did you do there?

16 A By that time it was basically managing,
17 bottling.

18 Q What was bottled at the vineyard?

19 A Wine.

20 Q Okay. And how long did you do that?

21 A Every summer. It was intermediate.

22 Q Okay. Did you have any full-time job or
23 occupation when you returned to Greece in 2003,
24 2004?

25 A No.

1 Q Have you since had a full-time job since
2 returning?

3 A No.

4 Q Is your seasonal job working the vineyard
5 your only source of income?

6 A No.

7 Q What are your other sources of income?

8 A My family's financially wealthy. We do
9 trading in stocks, options.

10 Q Okay. Anything else?

11 A Yeah. Wealth management in Switzerland.

12 Q Anything else?

13 A Not that I can think of.

14 Q Okay. And do you specifically do any of
15 the wealth-managing work?

16 A No, not specifically me. I have access to
17 high net-worth individuals through my father's
18 connections. We used to take clients and introduce
19 them to asset management companies.

20 Q How did that generate income for you?

21 A So, we'd get a percentage of whatever
22 assets were transferred.

23 Q Like a finder's fee?

24 A Yes.

25 Q Or brokerage fee?

1 A Finder's fee.

2 Q Okay. And same question for the stocks and
3 options. Did you trade them yourself or did you
4 encourage others to trade in stocks?

5 A No, just myself and my family's.

6 Q Okay. And how would that result in a
7 source of income for you?

8 A Capital gains or capital losses.

9 Q And how long have you been engaged in
10 either wealth management or trading stocks and
11 options?

12 A Wealth management, six years. Stocks,
13 probably ten years.

14 Q Okay. Have you ever received income from
15 Anavex?

16 A I have.

17 Q In what context?

18 A Consulting agreement.

19 Q And during what period of time did that
20 consulting agreement apply?

21 A I believe 2015.

22 Q It started in 2015?

23 A Yeah. It was just for a project.

24 Q And how long did that project last?

25 A One month.

1 Q Is that the only time you received income
2 from Anavex?

3 A Yes.

4 Q Have you ever heard of the company called
5 Casad, C-a-s-a-d?

6 A I believe I have.

7 Q And what is that?

8 A It was a -- from my understanding, it was a
9 consulting company.

10 Q Consulting in what?

11 A Financial services.

12 Q And do you know the names of any of the
13 individuals involved with Casad?

14 A I believe I know the first name Isabel of
15 one of the people that were involved with Casad.

16 Q Okay. Did you ever earn any income from
17 Casad?

18 A No.

19 Q Did you ever refer any customers to Casad?

20 A No.

21 Q Well, did you ever have any involvement
22 with Casad?

23 A No.

24 Q Have you ever heard of a company of
25 Eurojenet?

1 A I have.

2 Q And what is Eurojenet?

3 A Private laboratory in Athens, Greece.

4 Q And do you know anyone affiliated with
5 Eurojenet?

6 A I do.

7 Q Who?

8 A Dimitrios Fousskis.

9 Q Can you spell that?

10 A D-i-m-i-t-r-i-o-s, F-o-u-s-s-k-i-s.
11 Kyriakos, K-y-r-i-a-k-o-s, Fousskis, last name
12 F-o-u-s-s-k-i-s.

13 Q Do you know anyone else at Eurojenet?

14 A The chief scientific officer, Alexander --

15 Q And anyone else?

16 A Stavroula, S-t-a-v-r-o-u-l-a,
17 Georgakopolou, G-e-o-r-g-a-k-o-p-o-l-o-u.

18 Q Anyone else?

19 A No.

20 Q And how do you know these three
21 individuals?

22 A They were private laboratory in Athens,
23 Greece, and they were doing research and development
24 with contract agreement with Anavex. There was a
25 time period 2007, 2008 until 2013, I believe, 2012.

1 Q And so how did you get to know them if --
2 they were doing work for Anavex?

3 A Yeah.

4 Q And as I understood it, your consulting job
5 with Anavex was --

6 A No, it had nothing to do. It was after --
7 my consulting was after Eurojenet closed in 2012,
8 2013.

9 Q So did you have some other affiliation with
10 Anavex prior to 2013?

11 A No.

12 Q So, again, how do you know these three
13 individuals?

14 A Right. So Anavex's office were in Athens
15 and they had contracted Eurojenet to do the lab.

16 Q Okay.

17 A So Tom was the founder of Anavex --

18 Q Right.

19 A -- and I'm Tom's nephew, right?

20 Q Okay.

21 A We were investors in Anavex so we had gone
22 to the lab multiple amount of times to see the
23 research and development of Anavex's contract.

24 Q I got you. And in the course of visiting
25 that office, you met those three individuals.

1 A Yeah.

2 Q Did you ever receive any income from
3 Eurojetnet?

4 A No.

5 Q Did you ever at any period of time have
6 access to your father's bank account?

7 A Yeah.

8 Q And does that mean you had the ability to
9 withdraw money from that account?

10 A No.

11 Q Okay. What did you understand having
12 access --

13 A Online access.

14 Q Meaning what? You had --

15 A Logging in and seeing it.

16 Q You could see the balance?

17 A Yes.

18 Q Did you have any ability to make payments
19 out of that account?

20 A Make payments to that account?

21 Q Out of that account.

22 A No.

23 Q Did you have the ability to make payments
24 to that account?

25 A Yeah.

1 Q Okay. Did you ever withdraw funds from
2 your father, Nikolaos', bank account?

3 A No.

4 Q Did you ever have access to any of Tom
5 Skarpelos' bank accounts?

6 A No.

7 Q Did you ever have access to any of -- I
8 guess it's your sister's Dina's bank account?

9 A Yes.

10 Q Did you have access to that?

11 A Yes.

12 Q And, similarly, was that the ability just
13 to log on and look at the balance?

14 A Yes.

15 Q Did you have the ability to withdraw money?

16 A No.

17 Q Did you have the ability to deposit money
18 into it?

19 A Yes.

20 Q Were you ever an officer, director or
21 managing agent of Anavex?

22 A No.

23 Q Same question as to Casad.

24 A No.

25 Q Same question as to Eurojenet.

1 A No.

2 Q Have you ever owned -- had an ownership
3 interest in Eurojenet?

4 A No.

5 Q Have you ever had an ownership interest in
6 Casad?

7 A No.

8 Q Have you ever had an ownership interest in
9 Anavex?

10 A No -- please, sorry. Ownership interest by
11 owning shares.

12 Q Stock?

13 A Yes.

14 Q Of those three companies the only publicly
15 traded one is Anavex, correct?

16 A Correct.

17 Q And you've owned shares of stock in Anavex.

18 A Yes.

19 Q Do you still own shares of stock in Anavex?

20 A Yes.

21 Q And how did you acquire those shares of
22 stock?

23 A Private transactions.

24 Q Did you ever acquire any Anavex stock
25 through a private transaction from Tom Skarpelos?

1 A No.

2 Q Same question as to Tom Skarpelos' wife.

3 A No.

4 Q Same question as to ever acquiring it from
5 Eurojenet.

6 A No.

7 Q Do you know the names of the persons from
8 whom you acquired the Anavex stock?

9 A I do.

10 Q What are those?

11 MR. ANDERSON: I guess I'll object on the
12 basis that it may require disclosure of confidential
13 information.

14 THE WITNESS: It is, yeah.

15 BY MR. NORK:

16 Q Can you tell me the years that you acquired
17 that stock?

18 A 2012. Yep.

19 Q That's it?

20 A Yes.

21 Q Was it all in one transaction?

22 A Yes.

23 Q How much stock was it?

24 A 800,000 shares.

25 Q Can you tell me the broker through whom you

1 acquired the stock?

2 A Wasn't through a broker. It was a private
3 transaction.

4 Q So you purchased it directly from the
5 shareholder?

6 A Correct.

7 Q Okay.

8 MR. ANDERSON: I'll just jump in and say I
9 don't know the details of any of that. So if you
10 are getting to a point where you feel like something
11 is confidential, you don't need to wait for my
12 objection.

13 THE WITNESS: Okay.

14 BY MR. NORK:

15 Q Do you know if this sale was reflected in
16 any SEC filings for Anavex?

17 A No.

18 Q Do you still own those 800,000 shares?

19 A I have interest in it, yes.

20 Q What do you mean by that?

21 A The brokerage account that they were
22 deposited in closed in 2015, the brokerage company.

23 Q The brokerage company closed in 2015?

24 A Correct.

25 Q What was that brokerage company?

1 A Verdmont. Yeah, 2015.

2 Q And so were your shares of stock in
3 Verdmont from 2012 to 2015?

4 A They were.

5 Q Were there any other shares from any other
6 company in your Verdmont brokerage account?

7 A No.

8 Q So only those 800,000 shares of Anavex?

9 A Correct.

10 Q So forgive my ignorance, but I've seen your
11 last name spelled P-e-n-t-a-f-r-o-n-i-m-o-y.

12 A (Witness shakes head.)

13 Q Not your last name?

14 A No. That's the female extension in Greece.
15 So if my sister -- if I'm Pedafronimos, then my
16 sister would be Pedafronimou.

17 Q Okay. It's not a misspelling. It's just
18 gender related.

19 A Yeah.

20 Q Okay. And then I've also seen
21 Pentafronimos, P-e-n-t.

22 A So that would be the Greek version of my
23 last name in English. The n-t is pronounced as "D,"
24 so they change it.

25 Q Thank you for explaining that.

1 A Yeah.

2 Q How many different email addresses did you
3 have from 2005 to 2015?

4 A Two, I believe, and maybe three.

5 Q If you recall, what were they?

6 A L.petaf@Gmail and L.pedaf@hotmail.com

7 Q Did you ever have a Bizex account?

8 A No.

9 Q Did you ever have access to Tom Skarpelos'
10 email account?

11 A I did, not his Bizex, though.

12 Q What account did you have access?

13 A It's a Yahoo account.

14 Q And during what period of time did you have
15 access to his Yahoo account?

16 A 2013. About 2013 while he was in recovery
17 for his --

18 Q So it was not for all of 2013?

19 A No -- well, while he was in recovery. It
20 was six to eight months, I believe.

21 Q And how would you access that account?

22 A With his credentials.

23 Q So you could log in on any computer?

24 A So if he would get an email, he'd call me
25 and say, Lambros, can you please explain this email.

1 I wouldn't arbitrarily log onto his account and look
2 at his emails.

3 Q Okay. When he was in the hospital, you
4 didn't log on unless he asked you to?

5 A Yes.

6 Q And you only logged onto his Yahoo account
7 during those approximate six months in 2013?

8 A Correct.

9 Q And did he ever give you access to his
10 Bizex account?

11 A No.

12 Q Where did you reside from 2005 to 2015?

13 A 2005, Athens. I was in London 2008 for six
14 months. I was in Switzerland from late two thousand
15 -- can you repeat what I said about --

16 Q Yeah. You've got 2008 in London for six
17 months.

18 A Yeah, I was there and after that I was in
19 Switzerland for two years back and forth. I still
20 maintain residence in Athens.

21 Q You still did maintain --

22 A Maintain a residence.

23 Q Okay. After Switzerland?

24 A Athens again.

25 Q So that was 2011?

1 A Yes.

2 Q And have you lived in Athens since?

3 A Since then.

4 Q Okay. Did you ever reside in the Bahamas?

5 A I did.

6 Q For how long?

7 A Three months, I believe.

8 Q During what three months?

9 A 2011, February, March, April, May, three to
10 four months.

11 Q Okay. Where physically did you reside in
12 Bahamas?

13 A I can't remember the name of the community
14 that I was living in.

15 Q Were you renting a house?

16 A I was not renting a house. I was staying
17 with Tom and his family.

18 Q Do you know if Tom was renting the house?

19 A I do not.

20 Q Do you have any idea who the owner of the
21 houses was?

22 A Bahamian.

23 Q Some Bahamian?

24 A Yeah.

25 Q Okay. Have you always had the same phone

1 number from approximately 2005 to 2015?

2 A I have not.

3 Q And how often has it changed?

4 A It's changed three times, the phone number.

5 Q Do you recall when approximately they
6 changed?

7 A I do not.

8 Q Did you ever assist Tom in -- when I say
9 "Tom," you understand I'm speaking of Mr. Skarpelos?

10 A I do.

11 Q Did you ever assist Tom in ever selling any
12 of his Anavex stock?

13 A I did not. Can you please -- sorry. Can
14 you please explain by "assist"?

15 Q Well, in any fashion, whether it's
16 forwarding documents, finding buyers, negotiating
17 terms, any respect.

18 A So, yeah, obviously, with regards to the
19 emails I was working with Christos to find a buyer
20 for Tom's position.

21 Q Okay.

22 A So it would be --

23 Q And that was --

24 A I thought it was literally helping him

25 Q No. And thank you for asking for that

1 clarification.

2 A Yeah.

3 Q Other than the sale involving Weiser Asset
4 Management, did you ever at any other time assist
5 Tom in selling any Anavex stock?

6 A No.

7 Q Did you ever assist Tom in selling any
8 stock that may have been held in the name of
9 Eurojenet?

10 A No.

11 Q Exhibit 2, please. Exhibit 2 appears to be
12 a Stock Purchase Agreement for Anavex stock to Tom
13 in or about September 27th, 2007.

14 Do you see that?

15 A Yes.

16 Q Did you play any part in the sale of this
17 stock?

18 A I did not.

19 Q Are you familiar with it at all?

20 A I am not.

21 Q Do you remember the name of the seller, the
22 buyer, on the last page? Are you familiar with that
23 name?

24 A I am not.

25 Q Go to Exhibit 3, please. This is some --

1 an email between Tom and Christos. And my only
2 question to you is, It looks like a request is being
3 made to wire funds to Casad. Do you have any
4 understanding why that would be?

5 A I do not.

6 Q Exhibit 6, please. It's a blank power of
7 attorney signed by Tom and notarized.

8 Did you ever assist Tom in obtaining any
9 powers of attorney?

10 A By "assist" you mean?

11 Q Locating, finding the documents, getting
12 them notarized, transmitting them to requested
13 parties, anything.

14 A Can you please repeat the last statement.

15 Q Transmitting power of attorney to requested
16 parties.

17 A So, for example, I would transmit a power
18 of attorney to Tom and he would sign it.

19 Q Or if he would sign it and ask you to send
20 it to somebody.

21 A Yes.

22 Q You did do that?

23 A Yeah.

24 Q How many occasions did you do that?

25 A Once.

1 Q And was that the one involving Weiser Asset
2 Management?

3 A With Christos Livadas.

4 Q Okay.

5 A Weiser Asset Management was never
6 mentioned.

7 Q Exhibit 7, please, and I guess Exhibit 8 as
8 well. These are forms that Tom testified that he
9 filled out as part of opening an account at Weiser
10 Asset Management.

11 Did you assist Tom in preparing those
12 forms?

13 A Yes.

14 Q And in what fashion?

15 A I was present while he signed it and
16 completed it.

17 Q And where physically were you located?

18 A Bahamas.

19 Q Were you in the offices of Weiser Asset
20 Management?

21 A No.

22 Q Where were you?

23 A Equity Trust Bahamas.

24 Q Okay. And why is it that you were present
25 when these were being filled out?

1 A Tom requested me to be there as a witness
2 and to clarify anything that he was not clear with.

3 Q Okay. Do you recall him asking you any
4 questions about any of the provisions in either of
5 these exhibits?

6 A Yes, with regards to the margin account and
7 the cash account.

8 Q And that will be Exhibit 8.

9 MR. ANDERSON: You can take your time and
10 look at them, if you need.

11 THE WITNESS: Okay.

12 (Witness reviewing document.)

13 BY MR. NORK:

14 Q If you look in the lower right-hand corner,
15 it says -- there's Weiser 359.

16 MR. ANDERSON: So there's little numbers
17 (indicating).

18 THE WITNESS: Okay.

19 BY MR. NORK:

20 Q Okay.

21 A So No. 5, "Borrowing money to buy
22 securities, buy-in margin, please read carefully."
23 He basically asked me that he wanted a cash account,
24 no ability to borrow margins and so I explained it
25 to him.

1 Q Okay. Do you recall any questions coming
2 up about Section 4 at the top of that page about
3 funding the account?

4 A Section 4? No.

5 Q Do you know whose handwriting it is under
6 "Other certificate of AVXL"?

7 MR. ANDERSON: If you know, you can answer.
8 Don't speculate.

9 THE WITNESS: Sorry. I don't know.

10 BY MR. NORK:

11 Q Okay. You don't have any recollection of
12 that section being filled out?

13 A No, I don't.

14 Q Okay. Who else was present when these
15 forms were filled out?

16 A Tom, myself, I believe it was Howard
17 Daniels as well as the son or the father of Equity
18 Trust Bahamas.

19 Q Let's look at Exhibit 7, the third page,
20 Weiser 364.

21 A Yes.

22 Q There's a stamp for Equity Trust Bahamas
23 Limited.

24 A Uh-huh.

25 Q Yes?

1 A Yes.

2 Q Do you recognize the signature or
3 signatures on the bottom there?

4 A I do not.

5 Q Okay. Do you have any recollection of who
6 may have signed that?

7 A It was the -- either the acting CEO or the
8 president of Equity Trust Bahamas.

9 Q And what --

10 A I believe his last name is Caesar or his
11 first name, I think.

12 Q Okay. Do you know if that's one signature
13 or two signatures?

14 A I have -- I don't know.

15 Q Okay.

16 A Do I know if it's one or two? It Looks
17 like two. There's authorized signatory.

18 Q I agree it looks like two, but I just can't
19 tell.

20 Do you know what the purpose was of
21 stamping that -- the bottom of that page?

22 A From my recollection, it was to validate
23 his passport, to notarize his passport.

24 Q Okay. Can you turn, please, to Exhibit 15.
25 And this is two emails. The first one looks like

1 Mr. Daniels to Tom and the top one's Tom responding
2 to Mr. Daniels's email with, it looks like, you
3 being cc'd, correct?

4 A Correct.

5 Q And that's your email address?

6 A Yes.

7 Q The bottom email, which is the first one,
8 Mr. Daniels says, "I understand that you have some
9 certificates that you'd like to courier in advance
10 of opening your account with Weiser."

11 And I'm trying to figure out does this mean
12 that you were not yet in the Bahamas, the reference
13 to "courier," or whether it was --

14 A I don't know. This was the email that was
15 sent from Howard to Tom, so maybe -- I'm not gonna
16 say "maybe" or anything.

17 Q Don't guess.

18 A Yeah, I don't know.

19 Q Okay. You indicated that you were in the
20 Bahamas for four months in 2011.

21 A Yeah.

22 Q Was Tom with you that whole time?

23 A No.

24 Q What period of time, if you recall, was Tom
25 there?

1 A He was away for two weeks, I believe, and
2 he was in Miami or New York.

3 Q Do you remember what two-week period?

4 A I do not.

5 Q Do you know if Tom would have had his
6 original stock certificates with him when he came
7 over to the Bahamas?

8 A I do not.

9 Q If he did not, do you know how he could
10 have gotten the originals?

11 A Physically?

12 Q Yes.

13 A So, I don't know.

14 Q Okay. The top part of that email is Tom's
15 response, the one that you're cc'd on, and it says,
16 "Thank you, Howard. I also need the forms to open
17 account with Weiser Asset Management Limited before
18 leave so we can deposit the Anavex certificate in
19 that account."

20 Do you know what he referred to when he
21 said "before I leave"?

22 A I do not.

23 Q Okay. I mean, I interpret that to mean
24 that he was not yet in the Bahamas, but I'm
25 wondering if that's consistent with your

1 recollection.

2 A I'm not gonna interpret anything so ...

3 Q Right. So my question is if it's
4 consistent with your recollection.

5 A From what I understand, yes, it was.

6 Q Which was?

7 A That he was going to leave, "before I
8 leave," so ...

9 Q Yeah. Okay.

10 (Exhibit 58 marked.)

11 BY MR. NORK:

12 Q What is Exhibit 58?

13 A It's a notarization of my passport.

14 Q And it's the same day as Tom's
15 notarization, correct?

16 A Correct.

17 Q And do you have a recollection of why you
18 provided your passport on that date as well?

19 A I do not.

20 Q Do you have any recollection of being asked
21 to provide Know Your Customer information?

22 MR. ANDERSON: I'll just interject the same
23 objection as I did in Tom's deposition, is there's
24 no Bates number on here and it doesn't appear this
25 document was previously provided, so I'll reserve

1 the right to object and move to strike any testimony
2 that might be offered in response to this document.

3 MR. NORK: Okay.

4 BY MR. NORK:

5 Q Do you have any recollection of being asked
6 to provide Know Your Customer information?

7 A I do not.

8 Q Did you yourself open an account at Weiser
9 Asset Management?

10 A No.

11 Q Is it okay if I refer to Weiser Asset
12 Management as "WAM"?

13 A Okay.

14 Q Okay. You have never opened an account at
15 WAM.

16 A I received in 2012 Account Opening forms
17 from Nick Boutsalis. I never proceeded in opening
18 an account with one.

19 Q Okay. And was Mr. Boutsalis affiliated
20 with WAM at that time?

21 A I don't have knowledge of their personal
22 relationships.

23 Q But the form that you were provided in 2012
24 was --

25 A Came from Nick Boutsalis, yes.

1 Q But it was a WAM Account Opening form?

2 A Yes.

3 Q Was it substantially similar to the one we
4 saw Tom having filled out earlier?

5 A Yes.

6 Q Okay. But, again, Exhibit 58, to your
7 recollection, doesn't have anything to do with that.

8 A No. No.

9 Q And the fact that your passport is
10 notarized means that you must have or your passport
11 must have been physically provided to someone at
12 Equity Trust.

13 A Correct.

14 Q But as you sit here, you don't recall doing
15 that.

16 A No.

17 Q Do you know if you were an authorized
18 signatory on Mr. Skarpelos' WAM account?

19 A I do.

20 Q And you were?

21 A No, I was not. I do know if I was.

22 Q No. I appreciate that.

23 A Yeah.

24 Q Were you ever provided the log-in
25 information for Tom Skarpelos' WAM account?

1 A No.

2 Q Were you ever provided account statements
3 for Tom Skarpelos' WAM account?

4 A No.

5 Q Did you ever communicate directly with
6 anyone at WAM at any time?

7 A Officially, no.

8 Q What do you mean by "officially"?

9 A Communications between me and an officer or
10 director at Weiser Asset Management --

11 Q Okay.

12 A -- registered employee.

13 Q Fair enough. I think by you being specific
14 in that fashion, you're trying to address, maybe,
15 communications you had with Christos?

16 A Correct.

17 Q Okay. What did you understand prior to
18 2014 Christos' affiliation, if any, to be with WAM?

19 A The controller.

20 Q And do you know if he was compensated as
21 controller for WAM?

22 A I do not.

23 Q Okay. Other than Christos, is there anyone
24 else at WAM, or even tangentially affiliated with
25 WAM, that you communicated with?

1 A Maybe sending the documents back to Howard
2 Daniels or helping with that. I don't recall if it
3 was an email from me with the Account Opening forms
4 or if they were printed with regards to
5 communication with them. Verbally I communicated
6 with them because I met them.

7 Q Okay.

8 A Christos introduced me to Weiser at that
9 time.

10 Q And at what time was that?

11 A 2011.

12 Q May of 2011?

13 A Yes.

14 Q After May of 2011 did you communicate with
15 anyone affiliated in any fashion with WAM other than
16 Christos?

17 A I did -- other than Christos?

18 Q Other than Christos.

19 A No.

20 Q Are you familiar with the entity called
21 "Weiser Bahamas" or sometimes referred to as "Weiser
22 Limited"?

23 A I am not.

24 Q In your communications with Christos, did
25 you have telephonic communications?

1 A Email pin messages. Christos was not a fan
2 of using the phone.

3 Q Okay. So email, text, in person?

4 A Yes.

5 Q Fax?

6 A No, never.

7 Q Written correspondence? Letters --

8 A Uh-uh.

9 Q -- with stamps and everything?

10 A No.

11 MR. ANDERSON: Make sure that when you
12 answer, you speak up so she can hear you.

13 THE WITNESS: Oh, Sorry. No.

14 BY MR. NORK:

15 Q Turn to Exhibit 12, please.

16 Have you seen Exhibit 12 prior to today?

17 A No.

18 Q By the way, what if anything have you done
19 in preparation for today's deposition?

20 A Helped Tom with finding legal counsel.

21 Q Okay.

22 A Helping him communicate with his legal
23 counsel.

24 Q When you say "helping communicate," what do
25 you mean by that?

1 A Tom wants to say something, I'll put it in
2 a proper format.

3 Q Okay. Is this typically -- are you talking
4 about email format?

5 A Email format.

6 Q Okay. Was that common that Tom would ask
7 you to send emails for him?

8 A During difficult situations, yes.

9 Q And why is that, if you know?

10 A So he can communicate his message clearly.

11 Q Okay. Does it have to do with his concern
12 over his mastery of English?

13 A It does.

14 Q Okay. And when you helped Tom communicate
15 whether with legal counsel or anyone, was that
16 always via email?

17 A It was.

18 Q Did he ever ask you to make telephone calls
19 on his behalf?

20 A No.

21 Q Did he ask you to take meetings on his
22 behalf?

23 A No.

24 Q Send texts on his behalf?

25 A No.

1 Q Okay. So getting back to this deposition
2 today, other than helping Tom communicate with
3 counsel, what if anything did you do to prepare for
4 this deposition today?

5 A Review my documents that were requested.

6 Q And what documents are those?

7 A The email chain that was obtained. Tom
8 asked me if there was any communication so I
9 provided that.

10 Q Okay.

11 A I believe some of the documents in
12 discovery as well.

13 Q How did you have access to those?

14 A Tom provided that.

15 Q Anything else?

16 A No.

17 Q Did you talk to Tom about your deposition?

18 A No.

19 Q Have you talked to Tom's attorney about
20 your deposition?

21 A Other than preparing me for the deposition.

22 Q What do you mean by that?

23 A Explaining to me the rules and regulations
24 with regards to being deposed.

25 Q Did you go over any documents with Tom's

1 attorney?

2 A No.

3 Q And in your discussions with Tom's attorney
4 in preparing for this deposition, was that on more
5 than one occasion or just one occasion?

6 A I believe it was two occasions, yesterday
7 and today, basically going over being deposed.

8 Q Okay. Did you talk to your father,
9 Nikolaos, about your deposition?

10 A I did.

11 Q And what did you talk about?

12 A I told him to come to Athens to be deposed.

13 Q Did you talk at all about the subject
14 matter, either your deposition or Nikolaos'
15 deposition?

16 A No.

17 Q Did you talk to Tom about the subject
18 matter of your deposition?

19 A It's -- Tom's my uncle, so yes.

20 Q Okay. And what specifically did you talk
21 about?

22 A Just the documents.

23 Q Okay. Did Tom ask you to provide
24 documentation regarding your emails to and from
25 Christos?

1 A He did.

2 Q Have you provided all documents that you
3 located?

4 A All of the documents that I've located have
5 been provided at this time.

6 Q Back to Exhibit 12, did you assist Tom in
7 preparing this document?

8 A I did not.

9 Q And today right this moment, this is the
10 first time you're seeing this document?

11 A I'm not certain if I've seen this exact one
12 before. I've reviewed documents that have been
13 there for discovery, but as of discovery, I haven't
14 seen most of these documents before.

15 Q Okay. Can you turn please to Exhibit 13.

16 MR. ANDERSON: Are you finished with this
17 one?

18 MR. NORK: Yes.

19 BY MR. NORK:

20 Q Exhibit 13 is a stop transfer order.

21 Have you seen this document prior to today?

22 A Prior to discovery?

23 Q Prior to today.

24 A Yes, I have during discovery.

25 Q And those were documents that Tom provided

1 to you that were produced in discovery?

2 A Correct.

3 Q Did you assist Tom in preparing this
4 document?

5 A No.

6 Q In or about March of 2013 were you aware
7 that Tom was submitting documentation regarding a
8 lost stock certificate?

9 A I was not.

10 Q When was the first time that you're aware
11 that Tom had submitted documentation regarding a
12 lost stock certificate?

13 A I don't remember.

14 Q Was it before this lawsuit commenced?

15 A I'm trying to think. No. It was prior to
16 this lawsuit, obviously.

17 Q Why is that obvious?

18 A Repeat the question for me again.

19 Q I'm trying to remember what it was.

20 Can you read it back, please.

21 THE REPORTER: "Q. when was the first time
22 that you're aware that Tom had submitted
23 documentation regarding a lost stock certificate?

24 A I don't remember.

25 Q. Was it before this lawsuit commenced?

1 A I'm trying to think. No. It was prior
2 to this lawsuit, obviously."

3 THE WITNESS: Can we amend the "obviously"
4 part. No, I don't recall when the exact time was.
5 It was after 2014. I really don't remember.

6 BY MR. NORK:

7 Q Okay. You were present when Tom opened his
8 account in the Bahamas with WAM?

9 A Correct.

10 Q And did you witness him hand over the
11 original stock certificates to WAM?

12 A I did -- to WAM? It was at the office of
13 Equity Trust Bahamas and there was a representative
14 there for WAM. And the certificates were handed, I
15 believe, from my -- my recollection is that he
16 handed them to Howard at that meeting, I think,
17 yeah.

18 Q Okay. So as far as you were concerned, did
19 you know if the stock certificates had left the
20 possession of WAM after Tom gave them to Howard
21 Daniels?

22 A It wasn't my concern.

23 Q Okay. And at no time in early to mid 2013
24 did Tom approach you and ask you if you knew where
25 the original stock certificates were?

1 A No.

2 Q And you were never aware in early to mid
3 2013 that there was even an issue regarding the
4 location of the original stock certificates?

5 A To my knowledge, no.

6 Q Okay. Can you turn, please, to Exhibit.
7 Have you ever seen Exhibit 11 prior to today?

8 A I have during discovery.

9 Q Okay. This appears to be a corporate
10 indemnity signed by Tom on January 10th, 2013.

11 Do you see that?

12 A Yes.

13 Q And it pertains to a reissuance of lost
14 certificate. Do you see that?

15 A I do.

16 Q Did you in any way assist Tom in the
17 preparation of this document?

18 A I did not.

19 Q Were you aware of the preparation of this
20 document at or about the time it was prepared and
21 signed?

22 A I was not.

23 Q And, again, in January of 2013, did Tom
24 ever voice any concern to you about these two stock
25 certificates being lost or missing?

1 A He did not.

2 Q In your communications with Christos, did
3 you ever have any reason to be concerned about where
4 these two stock certificates were?

5 A In my communications to Christos?

6 Q Yes.

7 A Was I ever concerned? They weren't my
8 concern. They were not my property, so why would I
9 be concerned?

10 Q So it was never discussed?

11 A No.

12 Q Okay. Exhibit 20, please. Rather than go
13 through each email, I've just shown you the last
14 email, and this is where you have to read from the
15 bottom up.

16 A Uh-huh.

17 Q Okay. You understand that, yes?

18 A Correct.

19 Q Okay. So reading from the bottom up, it
20 looks like Christos is sending an email to you with
21 the topic line, "Did you get my text a few days ago
22 regarding Kinezi and I need docs?"

23 Do you know what Christos is referring to
24 by "Kinezi"?

25 A Yes.

1 Q Who was that?

2 A Chinese investors.

3 Q And your response appears to be, "Yes, re:
4 we're putting the docs in place."

5 A Yes.

6 Q What does that mean?

7 A We are putting documentation in place.

8 Q Who is "we"?

9 A Me, Tom, Nick Boutsalis.

10 Q And what role did Nick Boutsalis play?

11 A We were fixing the terminology on the
12 Purchase and Sale Agreement at that time.

13 Q Between the three of you -- you, Tom or
14 Nick -- did one of you have a draft Purchase and
15 Sale Agreement?

16 A Yes.

17 Q And who was that?

18 A Nick.

19 Q And do you know where he got it?

20 A He probably found it. I do not know where
21 he found it.

22 Q Do you know if it's something he got off
23 the Internet or from an attorney?

24 A Well, if I recall at that time, I had asked
25 Christos who can we have to fix the wording for the

1 Purchase and Sale Agreement. And he had sent me a
2 pin message or email, if I remember correctly, and
3 said that Nick's going to send you one. So Nick
4 sent it and then we were trying to fix the
5 terminology --

6 Q Okay.

7 A -- on the Purchase and Sale.

8 Q So when the three of you -- you, Tom, and
9 Nick -- were working on it, were all three of you
10 together in person or was this over the phone?

11 A No. Tom wasn't working on it. The
12 terminology was being done by me and Nick at that
13 time.

14 Q And why was Tom not involved in the
15 terminology?

16 A There was no reason for him to be involved
17 at that time during the terminology. It was a
18 draft, so if the terminology was finalized, then he
19 would see a draft version.

20 Q Okay. And was that a typical arrangement
21 where you would work on some draft agreements and
22 then show them to Tom in their final form?

23 A It was for this instance.

24 Q You can't think of any other instance where
25 that happened?

1 A To my recollection, no.

2 Q Did Tom ever instruct you to get on the
3 draft document and get back to him when you had the
4 terms finalized?

5 A It wasn't like that. It was more of -- at
6 that time Tom and Christos -- Tom and I had had
7 discussions with regards to finding a purchaser for
8 a certain amount of his position.

9 So I had talked to Christos to find a
10 Purchase and Sale Agreement and he told me, Nick
11 Boutsalis will send you one and you work on it from
12 there.

13 Q Okay.

14 A Yeah. "So do we have anyone on our end for
15 that? We need someone to complete the language on
16 the Purchase and Sale Agreement." That would be
17 referring to either him or one of his associates.

18 Q Well, I guess I'm confused, because you
19 wrote back to Christos saying, "Yes, we're putting
20 the docs in place."

21 A Right.

22 Q He responds back with saying, "Email me
23 blank ones now so I can show them what they'll be
24 looking like."

25 A Right.

1 Q And then you say "Attached, Bud."

2 A Yeah.

3 Q And it looks like you emailed him again and
4 said, "We need someone to complete the language on
5 the Purchase and Sale Agreement, do we have anyone
6 on our end."

7 A Yes. So it was probably between that that
8 there were pin messages between me and Nick
9 Boutsalis.

10 Q Okay. Who were you referring to when you
11 said "Do we have anyone on our end"?

12 A Christos could send any of his associates,
13 a lawyer maybe, that could fix the terminology.

14 Q And do you know what if any the response
15 was to this question?

16 A I don't recall if there was a response.

17 Q And did Tom -- Tom had directed you to work
18 on this and get it finalized.

19 A Yeah.

20 Q Okay. Were you being compensated in any
21 fashion --

22 A No.

23 Q -- for that work?

24 And had he ever asked you to do something
25 similar to this before?

1 A No.

2 Q And do you know why it was that he asked
3 you to do it in this case?

4 A It was, from what I recall, he was in
5 recovery at that time --

6 Q Okay.

7 A -- and he needed help with his emails and
8 his work.

9 Q Okay. Turn, please, to Exhibit 52.

10 So Exhibit 20, one of the second to last
11 lines is where you were emailing to Christos,
12 "Attached, Bud," and then Exhibit 52 appears to be
13 that email only with the attachments attached.

14 A Okay.

15 Q And so, I guess, my first question is, The
16 first attachment is a power of attorney.

17 A Uh-huh.

18 Q Yes?

19 A Yes.

20 Q And do you know where that form came from?

21 A The Internet.

22 Q And did you find it yourself on the
23 Internet?

24 A I believe I did find this one. Amend that.
25 I'm not sure. I would have to look if there's any

1 other emails with regards to the subject matter.

2 Q But you do recall searching the Internet
3 for a form power of attorney?

4 A At that time both me and Nick Boutsalis
5 were trying to put documentation in place or find
6 forms. So I'm not sure if it was either me or Nick
7 Boutsalis that found these, sent them to me, or vice
8 versa. I'm not sure.

9 Q Okay. Had you dealt in powers of attorney
10 previously?

11 A Yes. For private matters.

12 Q And what did you understand the purpose of
13 them to be?

14 A To give the power of attorney to somebody
15 to sell or purchase something.

16 Q Okay. And did you understand this was a
17 necessary part of any transaction that would involve
18 the selling of Tom's Anavex stock?

19 A If there was a purchaser, of course, a
20 power of attorney would have to be in place.

21 Q Okay. And the other attachment to Exhibit
22 52 is a Stock Sale and Purchase Agreement.

23 A Yeah.

24 Q And do you have any recollection as to
25 where this form was located?

1 A No.

2 Q You see the parties on the first page that
3 have Stock Sale and Purchase Agreement are Parrish
4 Medley and Kyle Beddome. Do you see that?

5 A Yes.

6 Q Do you have any idea who those people are?

7 A No.

8 Q You see there's a reference to selling
9 shares of stock in ABC Corp, a Nevada corporation?

10 A Yes. From what I can tell, it's a
11 template.

12 Q Okay. Does that in any way refresh your
13 recollection as to where this may have come from?

14 A Like I said before, it was either me or
15 Nick that found it and we sent it back and forth to
16 each other.

17 Q Was it in a Word format so that you could
18 modify it?

19 A Yes, Word format.

20 Q Did you ever have an attorney or did Tom
21 ever have an attorney review this document?

22 A No.

23 Q Exhibit 53, please. So Exhibit 52 is
24 June 24th, 2013, where we have these blank forms
25 and then Exhibit 53 is July 9th, approximately two

1 weeks later, where you are sending to Christos

2 attached notarized copies, correct?

3 A Correct.

4 Q And if you were to just open up the pages
5 for the Stock Sale and Purchase Agreement for both
6 of these exhibits --

7 A Okay.

8 Q -- it appears that the one that ended up
9 being signed and notarized is an almost identical
10 cut and paste of the form that you sent in your
11 June 24th email. Does that sound about right?

12 A Yes.

13 Q Okay. And so, for example, the form that
14 you had sent to Christos identifies the governing
15 laws of the State of California and the one that Tom
16 ended up signing also identifies the law as the
17 State of California, right?

18 A Correct.

19 Q And that's true of most of the original
20 provisions in this document. Would you agree?

21 A If it's similar to the previous one?

22 Q Yes.

23 A Yes.

24 Q Turn, please, to Exhibit 21. This is an
25 email from you to Christos. It's between the date

1 of the two exhibits we just looked at and it looks
2 like you got the form, may have made some
3 modifications, and sent it back to Christos on
4 July 2nd. Do you see that?

5 A Yes, Exhibit 21. I see it.

6 Q Prior to sending the attachment, the Stock
7 Sale and Purchase Agreement that's attached to
8 Exhibit 21, did you show it to Tom?

9 A Prior to sending it?

10 Q Yes, sir.

11 A I don't recall.

12 Q Okay. You, obviously, showed it to Tom
13 before you sent exhibit --

14 A The final was sent to Tom, to my
15 recollection.

16 Q Did you ever show Tom any of the earlier
17 drafts?

18 A I don't believe so.

19 Q Okay. But the one he ended up signing and
20 notarizing, he reviewed?

21 A Correct.

22 Q And he also reviewed the power of attorney
23 before he signed and notarized it, correct?

24 A Correct.

25 Q Were you present during the signing and

1 notarizing of other of those documents?

2 A I did not.

3 Q Did you instruct Tom to get them signed and
4 notarized?

5 A I told him Christos requested that they be
6 notarized so he can show them to his Chinese
7 investors.

8 Q Okay. Exhibit 22, please. This is a
9 followup to the email we just saw where Christos
10 responds and says, "Don't forget they need to be
11 notarized. Courier originals to Bouts."

12 Who is Bouts?

13 A Nick Boutsalis.

14 Q And do you know why Christos would be
15 asking you to courier the originals to Bouts?

16 A So the -- at that time my inclination was
17 that they had found a purchaser for the position and
18 that originals would need to be notarized and
19 couriered to Bouts so the counter party could sign.

20 Q And the counter party would be who?

21 A There was never a counter party ever
22 mentioned.

23 Q Okay. I guess my focus is, assuming it was
24 true that a buyer had been located, what was Bouts'
25 job then?

1 A I assume he would be talking to the buyer
2 to get the buyer to sign the originals.

3 Q Well, why wouldn't it be Christos, if you
4 know?

5 A Why wouldn't Christos be handling it?

6 Q Yes.

7 A I have no idea. He gave that task to Nick
8 Boutsalis.

9 Q What company was Nick Boutsalis with?

10 A Primoris Group in Toronto.

11 Q What was the relationship of theirs to
12 Anavex?

13 A I believe they were consulting for Anavex.

14 Q Okay. And as you indicated in your
15 testimony, the request to courier the originals to
16 Bouts certainly does indicate that the sale is close
17 to being finalized.

18 A Correct.

19 Q Okay. Because, otherwise, you wouldn't be
20 asking them to be sent to Bouts, correct?

21 A Rephrase the question.

22 Q It was your understanding that the sale was
23 close to being finalized because, otherwise,
24 Christos wouldn't be asking them to be couriered to
25 Bouts.

1 A Correct.

2 Q Exhibit 23, please. This is another email
3 from you to Christos the next day. "Please find
4 attached the updated Purchase and Sale document with
5 the figures that were discussed."

6 Do you know what figures are being referred
7 to in this email?

8 A Yes.

9 Q What figures?

10 A So the initial discussions between me and
11 Christos were for Tom's whole entire position.

12 Q What do you mean by that?

13 A 6.6.

14 Q Oh, I see.

15 A So double 3.316.

16 Q I got it. 6.6 million shares.

17 A Yeah. We were trying to find a buyer to
18 purchase the entire block of the position and we
19 subsequently changed it to half the position and
20 half the cash.

21 Q Got it.

22 A So there should be another email chain with
23 the other numbers on it as well.

24 Q Okay. And would those emails be in your
25 possession?

1 A Yeah. I looked but I couldn't find them.

2 Maybe Nick Boutsalis would have them or Christos as

3 well. There's definitely another email chain here.

4 Q And do you know the approximate date range?

5 A Same time range, June to July.

6 Q And that other email chain, does that

7 concern the entirety of the sale?

8 A It concerns the numbers -- at the beginning

9 it was the entire position --

10 Q Right.

11 A -- and then it changed to half the

12 position.

13 Q Right. But I'm trying to figure out what

14 is the other email chain that you're talking about?

15 A So it's discussing those numbers on the

16 contract for the future purchaser to either buy the

17 whole position, the entire position.

18 Q Okay.

19 A Or at that time Tom didn't want his entire

20 position to be sold so --

21 Q Okay.

22 A -- he wanted half his position to be sold.

23 Q And your recollection is that you were on

24 that email chain, correct?

25 A Yes. I was talking with Christos and Nick

1 Boutsalis with regard to that.

2 Q But you couldn't locate those emails on
3 your end.

4 A No.

5 Q Okay. So if I understand your testimony
6 correctly, the original intent was to sell 6.6
7 million shares for \$500,000.

8 A Correct.

9 Q And when was that request initially made to
10 try to sell the shares?

11 A The initial discussions from my end began
12 in March, late March.

13 Q Of?

14 A 2013.

15 Q And what is it that helps you recall that
16 it was in late March 2013?

17 A It was a little bit before Tom had told me
18 about his problems with his health. Yeah.

19 Q Okay. So before you became aware of Tom's
20 health issues, he had discussed with you the
21 prospect of selling all of his stock?

22 A After Tom discussed his health issues with
23 me, he had discussed finding a purchaser for his
24 position.

25 Q Okay. So you first learned about his

1 health before --

2 A Yeah.

3 Q I understand. Just to make sure the
4 transcript is clear, you first understood about his
5 health issue and then after that you learned that he
6 wanted to sell 6.6 million shares for half a million
7 dollars.

8 A Correct.

9 Q Okay. And what did you understand your
10 role to be, if any, in trying to get these 6.6
11 million shares sold?

12 A Nothing, other than communicate.

13 Q And by "communicate" does that mean he was
14 asking you to tell Christos?

15 A Yeah.

16 Q Okay. And what exactly did you tell
17 Christos in March 2013?

18 A That if he had any idea if he could find a
19 purchaser or buyer, somebody interested in
20 purchasing some of Tom's position.

21 Q Okay. Did Tom indicate to you why it was
22 that he wanted to sell his 6.6 million shares?

23 A No.

24 Q Did it have anything to do with his health?

25 A I don't know.

1 Q Do you know what Tom's financial condition
2 was at that point?

3 A No.

4 Q Other than Christos, did you try to find
5 anyone else willing to purchase the 6 million
6 shares?

7 A No.

8 Q And so that discussion started in March of
9 2013 and continued on until July of 2013, correct?

10 A Yeah. So there was nothing heard back. If
11 I recollect correctly, March or April or May, and
12 late June, early July is when Christos said we have
13 a Chinese buyer.

14 I was also informed there was a buyer from
15 Vancouver from Tom that might have been interested
16 through his conversations with Christos, if I recall
17 correctly, and we were proceeding in completing some
18 documents so we could show the prospective investors.

19 Q Okay. And it looks like in this July 3rd
20 email your recollection is that this email is the
21 one that indicates the sale had gone from 6.6 to 3.3
22 million shares.

23 A Yeah. From reading it, if it was updated
24 so the numbers would have been updated as well.

25 Q Okay.

1 A That was one of the last changes.

2 Q And do you recall why it was that it was
3 cut in half?

4 A I do not.

5 Q Okay. Who set the price of half a million
6 dollars for 6.6 million shares?

7 A I believe it was Christos.

8 Q Okay. And do you know what that was based
9 on?

10 A No.

11 Q Was Tom agreeable to selling 6.6 million
12 shares for half a million?

13 A I believe so.

14 Q Okay. And then here in July was Tom
15 agreeable to selling 3.3 million shares for a
16 quarter of a million?

17 A I can't assume it, but since everything was
18 moving forward at the time, like I said before, I
19 believe so.

20 Q Okay. You indicated that you weren't
21 present when Tom got the power of attorney and the
22 Stock Sale and Purchase Agreement notarized.

23 A Correct.

24 Q And you don't know who the notary is.

25 A No.

1 Q And do you have Exhibit 53 handy?

2 A Yes.

3 Q To the best of your understanding, what is
4 attached to this email is what you sent to Christos
5 on or about July 9th, 2013?

6 A Correct.

7 Q Okay. Can you turn, please, to Exhibit 25.
8 Have you seen Exhibit 25 prior to the start
9 of this litigation?

10 A I have.

11 Q And in what context did you see it?

12 A During the completion -- the completion of
13 the draft Purchase and Sale Agreement --

14 Q Okay.

15 A -- that was the first instance, and during
16 discovery as well.

17 Q Okay. So when you say "during the
18 completion," did you see this form completely filled
19 out and signed by Weiser?

20 A No, never.

21 Q Yeah. That's the focus of my question.

22 MR. ANDERSON: You know what, I need to
23 apologize. I handed him only the first page of
24 Exhibit 25, so he didn't have the complete document.
25 Take a look at the whole thing. My apologies.

1 THE WITNESS: Okay.

2 BY MR. NORK:

3 Q What was the first time you saw this
4 document with all the handwritten?

5 A During discovery.

6 Q Okay. Did you ever become aware of this
7 document being finalized?

8 A Never.

9 Q Okay. And when was the first time, if
10 ever, you learned of the buyer and the closing date?

11 A During discovery.

12 Q Okay. Turn to Exhibit 5, please. This is
13 the power of attorney but only completely typed out
14 and filled in. When was the first time you saw it
15 with all the blanks filled in?

16 A Never. During discovery.

17 Can we do a five-minute break?

18 MR. NORK: We can do a break right now.

19 (Recess taken.)

20 BY MR. NORK:

21 Q So when we left off, you indicated that Tom
22 had asked you in March of 2013 to communicate with
23 Christos about selling his entire stock position,
24 the 6.6 million shares, and that was kind of moving
25 along until June and July when we saw those

1 documents get finalized, correct?

2 A It was communicated to me that there was --
3 to find a purchaser for a certain amount of Tom's
4 position. That number, 6.6, appeared for the first
5 time in June of 2013. The followup number was late
6 June, early July.

7 Q Okay. But at no time during that time
8 period did Tom tell you that he had filed an
9 affidavit claiming --

10 A No.

11 Q -- that his stock certificates were lost.

12 A No.

13 Q No?

14 A (Witness shakes head.)

15 Q Okay. And I may have asked you this
16 before, but did you ever become aware that Christos
17 had learned that the stocks had been deemed lost?

18 A In October 2013.

19 Q And how are you able to pinpoint that date?

20 A It was a message sent to me.

21 Q From?

22 A Christos.

23 Q And what was the topic?

24 A "There's red flags going up at the transfer
25 agent."

1 Q And what did you understand that to mean?

2 A That something happened at the transfer
3 agent.

4 Q Was that the first time that you learned
5 that the stock had been deemed lost?

6 A Yes.

7 Q All right. At any time in 2013 beginning
8 to mid 2013, did Tom ever complain to you that he
9 couldn't get in touch with anyone at WAM?

10 A Yes.

11 Q And when did that --

12 A With Christos, that he was trying to reach
13 him by telephone multiple times. Either their
14 connection would have been lost within the first 30
15 seconds of the call or he couldn't reach him at all.

16 Q Okay. Other than Christos, was Tom
17 complaining that he couldn't reach anyone else at
18 WAM?

19 A To me, no.

20 Q Okay. So as far as you understood, when he
21 was complaining about not being able to reach anyone
22 at WAM, it was that he was not able to speak with
23 Christos.

24 A Yeah.

25 Q Did you understand he was having difficulty

1 emailing with Christos?

2 A To my recollection, no -- I don't know.

3 Q Do you recall when it was that he was
4 complaining to you about not being able to speak
5 with Christos?

6 A I don't want to guess.

7 MR. ANDERSON: Don't guess.

8 THE WITNESS: I don't remember.

9 BY MR. NORK:

10 Q It was in 2013, though?

11 A Yes.

12 Q Do you recall over what period of time he
13 was complaining?

14 A No.

15 Q Was it months? Weeks? Days?

16 A I believe it was months.

17 Q Do you know what it was that Tom wanted to
18 talk to Christos about?

19 A I have no idea.

20 Q Do you know if it was before or after his
21 heart surgery?

22 A I don't know.

23 Q During that period of time, whatever that
24 time period may have been, did you have any
25 difficulty speaking with Christos?

1 A I don't remember. Christos' phone never --
2 it would be on for a week and off for two weeks.
3 Very difficult person to find in many cases because
4 Christos was traveling all the time.

5 Q Was that unique to 2013?

6 A No. It's all the time.

7 Q Okay. So any communication issues you may
8 have been having with Christos in 2013 were the same
9 ones you were having all the time.

10 A Yes.

11 Q Okay. Is that also true for Tom, do you
12 know?

13 A I don't know.

14 Q Okay. What, if anything, did you
15 understand Christos' relationship was with WAM?

16 A Christos' relationship with WAM --

17 Q Yeah.

18 A -- his relationship?

19 Q Yeah.

20 A It was my understanding that WAM was
21 Christos'.

22 Q Was his company?

23 A Correct.

24 Q Okay. And that's from 2011 to the present?

25 A Correct.

1 Q What did you understand Christos'
2 relationship was with Weiser Bahamas or Weiser
3 Limited?

4 A Didn't know those entities.

5 Q Okay. Can you turn to Exhibit 38. I don't
6 know if you've seen this document before. It's a
7 letter from Nick Boutsalis at Primoris Group to
8 NATCO in Reno, Nevada.

9 A Uh-huh.

10 Q And it's enclosing three documents, stock
11 certificate, the signed, notarized POA, and a copy
12 of Tom's passport.

13 A Okay.

14 Q Do you recall the email where Christos
15 said, "Please courier original to Bouts"?

16 A Okay.

17 Q Does this document, Exhibit 38, in any way
18 refresh your recollection as to whether or not you
19 couriered the original notarized --

20 A Oh, I never couriered, no.

21 Q Do you know if anyone sent it to Bouts?

22 A Original documents?

23 Q Yes, sir.

24 A No.

25 Q Do you know if anyone sent copies to Bouts?

1 A I don't believe so. He wasn't part of the
2 notarize email chain.

3 Q Okay. So did you ever respond to Christos
4 where Christos said, Please send originals to Bouts?

5 A No.

6 Q Did you ever tell him, I'm not going to
7 send them to Bouts?

8 A No. There was never a buyer identified at
9 that time so we never had instructions to send the
10 original documents for them to get completed.

11 Q Okay. Do you know if anyone sent either
12 copies or originals of these notarized documents to
13 Nick Boutsalis?

14 A Probably Christos.

15 Q Why do you say that?

16 A Well, he's -- after they were sent from me
17 to Christos, Christos probably forwarded them. I
18 don't recall.

19 Q But you don't have any knowledge of that?

20 A No.

21 Q That's just your assumption.

22 A Yes. Sorry. I shouldn't be assuming.

23 This is what he sent to the transfer agent, Nick
24 Boutsalis?

25 Q Yes, sir.

1 A He sent passport, certificate, and a blank
2 POA?

3 Q Yes, sir.

4 A Okay.

5 Q In November 2015.

6 A Okay.

7 Q Can you turn, please, to Exhibit 43. This
8 is a document identified as Statement of Account
9 from Weiser.

10 A Okay.

11 Q Have you ever seen this document prior to
12 today?

13 A I have.

14 Q Have you ever seen this document prior to
15 this lawsuit?

16 A No.

17 Q Did you ever receive any log-in information
18 to access Tom's account with WAM?

19 A No.

20 Q Do you know if Christos ever did?

21 A No. There was no -- from what I recall,
22 there was no online system available during 2011 or
23 2012, for that matter, for WAM.

24 Q And how do you know that?

25 A Because Christos had said, We're not ready

1 yet.

2 Q Okay. This document on the second page
3 purports to indicate wire transfers coming out of
4 Tom's WAM account to various accounts.

5 Do you see that?

6 A Okay.

7 Q Are you aware or did you play any role in
8 obtaining wire transfers from Tom's WAM account to
9 anyone else?

10 A No.

11 Q You never played a part in sending money
12 from WAM to any accounts of your father's?

13 A No.

14 Q To any accounts of Casad?

15 A No.

16 Q To any accounts of Eurojenet?

17 A No.

18 Q To any accounts of Dina?

19 A No.

20 Q And to any accounts of yours?

21 A No. From WAM, no. No.

22 Q Please turn to Exhibit 54 -- oh, and can
23 you keep 43 out. Sorry.

24 So what I'll do is show you various emails
25 and wire transfers and just ask you to compare them

1 against the second page on Exhibit 43.

2 A Okay.

3 Q So this first one is Exhibit 54 and it
4 purports to indicate a wire transfer in the amount
5 of 10,000 euros on April 4th, 2013, to Nikolaos
6 Pentafronimos. Do you see that?

7 A On 54?

8 Q Yes.

9 A I do.

10 MR. ANDERSON: Counsel, quickly, I'll
11 impose the same objection as I did during Tom's
12 deposition.

13 MR. NORK: Yep. Understand.

14 BY MR. NORK:

15 Q And you see on Exhibit 43 in March -- March
16 25th, 2018, there's a transfer of 10,000 euros.

17 Do you see that?

18 A March 25th is the date?

19 Q Yeah.

20 A The value date is March 28 for the amount
21 of 10,000 euros?

22 Q Yes.

23 A Okay.

24 Q Do you know if this wire, which is Exhibit
25 54, has anything to do with this entry on Exhibit

1 43?

2 A That, I do not. The dates are different.

3 Q I understand. Did you play any part in the
4 wire that is described in Exhibit 54?

5 A Yep. I would send pin messages to Christos
6 to send me money.

7 Q I'm sorry. To send who money?

8 A Me money.

9 Q And so you would send -- what do you mean
10 by "pin message"?

11 A BlackBerry private pin messages.

12 Q You would pin Christos and ask him to send
13 you money --

14 A Yeah.

15 Q -- and that money would go into your
16 father's account?

17 A Correct. I was using my father's account
18 at that time.

19 Q And is this your account at Verdmont?

20 A I would assume so.

21 Q Why do you say that?

22 A There's no identifying information. But I
23 don't understand the reference numbers. All it says
24 is "Verdmont Capital."

25 MR. ANDERSON: I just want to interpose an

1 objection to the extent he's guessing or speculating
2 as to what the document might be.

3 BY MR. NORK:

4 Q You had an account at Verdmont at this
5 time?

6 A Yes.

7 Q Okay. But you didn't have an account at
8 WAM --

9 A No.

10 Q -- at any time, correct?

11 A No.

12 Q When I say "correct" and you say "no,"
13 that's unclear.

14 A I never had an account at WAM ever.

15 Q How often do you recall that you asked
16 Christos to send you money?

17 A On and off.

18 Q Okay. And when it went into your father's
19 account, would you then be able to draw out of it?

20 A So I would request from my father to either
21 transfer money or give me money.

22 Q And when he transferred it where would he
23 transfer it to?

24 A Either to my account or we'd go together to
25 the bank and withdraw the money.

1 Q Withdraw cash?

2 A Yeah.

3 Q Why didn't you have Christos wire it
4 directly to your account?

5 A I believe at that time my accounts were not
6 either -- were closed, where I used to use -- I had
7 a bank account in another country and they had
8 closed it in 2013, so that's why I would ask my
9 father if I could use his account.

10 Q What account in what other country?

11 A Oh, that's private.

12 Q Can you tell me the country?

13 A Yeah. Switzerland.

14 Q So you had an account in Switzerland that
15 was closed in or about 2013?

16 A Correct.

17 Q Did it have anything to do with Casad?

18 A No.

19 Q Still on Exhibit 43, you see there's a
20 listing of a stock sale on or about April 2nd,
21 2013, at the bottom?

22 A Correct.

23 Q When if ever did you become aware of this
24 stock sale?

25 A Never.

1 Q Okay. So not until this litigation
2 commenced?

3 A Yeah, during discovery.

4 Q Okay. Can you please turn to -- I'm done
5 with Exhibit 54. Can you turn, please, to Exhibit
6 46. And what is Exhibit 46?

7 A It's an email message from me to Christos.

8 Q Okay. And the content of the message
9 appears to only be -- solely be your father's bank
10 information, correct?

11 A Correct.

12 Q And you see on Exhibit 43 also on May 9th,
13 2013, which is the same date as Exhibit 46 --

14 A Okay.

15 Q -- there's a transfer of 15,000 euros.

16 Do you see that?

17 A Yes, I do.

18 Q And do you know if that entry on this WAM
19 account has anything to do with this email dated
20 May 9th, 2013?

21 A I do not.

22 Q And, again, it's your testimony that
23 Exhibit 46 is another example of you asking Christos
24 to send you money?

25 A Correct.

1 Q Did you ever give any of the money that you
2 received from Christos to Tom?

3 A No.

4 Q Turn, please, to Exhibit 47.

5 MR. ANDERSON: Are you finished with 46?

6 MR. NORK: I am.

7 BY MR. NORK:

8 Q And this is one of those backwards emails.
9 So if you could turn to the second page, the first
10 email is one from you to Christos of April 26th,
11 subject, "Quadruple bypass," and, again, it's your
12 father's bank account.

13 A Correct.

14 Q And what's the significance of the subject
15 line "Quadruple bypass"?

16 A So, Tom had a bypass --

17 Q Yes.

18 A -- and I requested funds from Christos.

19 Q For what?

20 A To have my funds from Christos.

21 Q Right. What did that have to do with the
22 bypass?

23 A Nothing.

24 Q Why did you write a subject of "Quadruple
25 bypass"?

1 A To inform Christos that Tom had a heart
2 attack.

3 Q But there's nothing in the body of this
4 email that says anything further about quadruple
5 bypass, correct?

6 A No. Correct.

7 Q So the subject is "quadruple bypass" and
8 it's bank information regarding your father's bank
9 account --

10 A Correct.

11 Q -- and it's your testimony that those two
12 things are completely unrelated?

13 A Yep. So I was advising Christos that his
14 friend Tom had a heart attack at that time and I was
15 requesting money on my end.

16 Q Okay. And then Tom's apparent -- Christos'
17 apparent response to that is him emailing Rainbow
18 saying, "Can you transfer \$20,000 as shareholder
19 withdrawal to details below as soon as possible.
20 Tom had heart attack and is waiting for payments to
21 stay alive."

22 A Okay.

23 Q Were you aware of that email that Christos
24 sent?

25 A Never, no.

1 Q When was the first time you were aware of
2 that?

3 A During discovery.

4 Q If you look at Exhibit 43 on May 22nd,
5 2013, there's a transfer. And if you look at the
6 debit column, it's \$20,000, but the euro amount
7 looks like 15,093 or maybe 16,093.

8 A May 22nd you're referring to?

9 Q Yes, sir.

10 A So 15,033.90.

11 Q Correct. And then you see in the debit
12 column it says "\$20,000"?

13 A I do.

14 Q Do you know if Christos' note saying,
15 "Please send \$20,000 transfer to details below,
16 Nikolaos," has anything to do with this entry in
17 this account statement?

18 A I do not.

19 Q Were you ever aware that \$20,000 was sent
20 to your father's bank account?

21 A I was.

22 Q And how did you become aware of that?

23 A I gave instructions for Christos to send me
24 money and send it to my father's bank account.

25 Q Okay. But it's your understanding that

1 that money that was sent from Christos to your
2 father's bank account had nothing to do with Tom
3 having a heart attack or waiting for payments to
4 stay alive.

5 A No.

6 Q It solely had to do with you personally?

7 A Yes.

8 Q Did you use any of the \$20,000 to assist
9 Tom regarding payments to stay alive?

10 A No.

11 Q Is it your understanding that the first
12 time Christos learned of Tom's heart surgery was in
13 your email to him on April 26th?

14 A I believe so.

15 Q Do you know if Tom ever emailed Christos
16 about his heart surgery?

17 A No. The only thing that I recall was after
18 Tom finished his surgery, he wanted to know -- let
19 Christos know that he's still alive. It was either
20 I that took the picture from Tom's phone and sent it
21 to Christos. Yeah. Tom was with tubes and stuff.

22 Q Right. I've seen the picture.

23 So you took that picture?

24 A Yeah.

25 Q Okay. Keeping 43 out, can you please turn

1 to Exhibit 55.

2 Exhibit 55 is another wire transfer, and
3 it's a little confusing because these exhibits, the
4 date is given kind of in a European style with day
5 and then month; whereas, on 43 it's month and day.

6 A Right.

7 Q But the date of this transfer appears to be
8 on July 12th, 2013. Do you see that?

9 A Yes.

10 Q And it's for 15,000 euros?

11 A Correct.

12 Q And it's to your father's account.

13 A Yes.

14 Q And also on or about that time -- it looks
15 like July 2nd on the statement -- there's also a
16 transfer of 15,000 euros.

17 Do you see that on Exhibit 43?

18 A Yes.

19 Q And do you know if those two -- these two
20 exhibits are related to each other in any way?

21 A I do not.

22 Q And it's your testimony that Exhibit 55 is
23 just another indication of you requesting money
24 being sent from Christos to your father for you to
25 use for your own personal expenses?

1 A Correct. Yes.

2 Q Okay. Turn, please, to Exhibit 56.

3 Exhibit 56 is another wire transfer, this one on or
4 about August 12th, 2013, correct --

5 A Correct.

6 Q -- for 15,000 euros to your father's
7 account.

8 A Correct.

9 Q And then if you look at Exhibit 43, there's
10 an entry August 6th, 2015, for 15,000 euros.

11 You see that?

12 A So it's August 12th. And here there's a
13 statement showing August 6th.

14 Q Right.

15 A Okay.

16 Q Also for 15,000 euros, correct?

17 A On the statement, yes.

18 Q And do you know if Exhibit 56 has anything
19 to do with that entry in Exhibit 43?

20 A I do not.

21 Q And, again, it's your testimony that the
22 wire transfer evidencing Exhibit 56 is for your own
23 personal expenses?

24 A Correct.

25 Q And you never gave any of those funds to

1 Tom?

2 A No.

3 Q Okay. 57, please. Exhibit 57 is another
4 wire transfer. This one is September 23rd, 2013--

5 A Okay.

6 Q -- for 7,500 euros --

7 A Okay.

8 Q -- to your father's account again.

9 Do you see that?

10 A Yes.

11 Q And then if you compare that to Exhibit 43,
12 the last entry for a wire transfer on Exhibit 43 is
13 also for 7,500 euros on or about September 18th,
14 2013. Do you see that?

15 A Correct.

16 Q And do you know if Exhibit 57 has anything
17 to do with that entry on Exhibit 43?

18 A I do not.

19 Q Okay. And it's your testimony that Exhibit
20 57 is simply for your personal funds from a
21 different account?

22 A Correct, yes.

23 Q Why did this amount change to 7,500 euros,
24 if you know?

25 A Don't recall.

1 Q It has nothing to do with the fact that the
2 WAM account was almost drawn down and could not --
3 there wasn't enough funds in the WAM account for
4 another 15,000 euro transfer.

5 A You're asking me to assume about somebody
6 else's account?

7 Q No. My question was at your \$7,500
8 withdrawal as evidenced in Exhibit 57 had nothing to
9 do with the fact that the balance had dropped below
10 15,000 euros.

11 A My balance at Vermont was way in excess of
12 2 million during 2012.

13 Q But you don't have any recollection as to
14 why you changed --

15 A No.

16 Q -- this request?

17 A No.

18 Q Okay. And did your withdrawals from
19 Vermont continue at the approximate pace and amount
20 that we've seen in these Exhibits 54 through 57 over
21 a period of time?

22 A With --

23 Q Were you withdrawing money from your
24 Vermont account --

25 A Yes.

1 Q -- kind of at that pace --

2 A Yes, yes.

3 Q -- in those amounts?

4 A Yeah.

5 Q For what period of time?

6 A Two -- no, wait.. I funded it in August so
7 August of '12, '13. Might have been a little bit in
8 '14. Yeah.

9 Q So you funded it in -- I'm sorry.

10 A I funded it in August 2012, around that
11 time.

12 Q Okay.

13 A And after that it was constant withdrawals.

14 Q Okay. Until it got closed, until Verdmont
15 closed?

16 A Yeah, until stuff started getting
17 interesting with Verdmont.

18 Q Do you remember when that was?

19 A 2015.

20 Q But until then your withdrawal rate was
21 about what we've seen?

22 A Yes.

23 Q And how would you request these withdrawals
24 from Christos?

25 A In messages.

1 Q Okay. Except we've seen some emails as
2 well, correct?

3 A Yeah. So when I couldn't find him by pin
4 messages, I would shoot out an email.

5 Q Okay. But more often than not, they were
6 pin messages?

7 A Yes. 90 percent of the time.

8 Q Okay. Exhibit 45.

9 MR. ANDERSON: You're done with 43?

10 MR. NORK: Yes, I'm done with 43.

11 BY MR. NORK:

12 Q Do you know what Exhibit 45 is.

13 A A swift message.

14 Q And what's that?

15 A A message from the bank in regards to a
16 transfer.

17 Q Okay. For 20,000 euros, correct?

18 A Yes.

19 Q On or about December 20th, 2012, right?

20 A Yes.

21 Q Can you tell by looking at this document
22 where the money's coming from?

23 A Vermont Capital.

24 Q And can you tell from this document where
25 the money's going?

1 A I cannot.

2 Q Okay. You see under -- it looks like line
3 59 -- there's a reference to Elliniko Astros.

4 A Yes.

5 Q And what's that?

6 A That's the place where my father maintains
7 his estate.

8 Q Okay. Does that in any way assist you in
9 knowing where the money was being sent?

10 A No. I think there's an email chain with
11 regards to this.

12 Q Okay. Let's look at Exhibit 44 again.
13 Is this the email chain you're talking
14 about?

15 A Yep.

16 Q And this is an email from you to Christos--

17 A Yes.

18 Q -- subject, "Transfer stuck."

19 A Yeah. So --

20 Q In the body of it it says, "Someone forgot
21 to include the beneficiary name."

22 A Yes.

23 Q And it looks like the beneficiary should
24 have been your sister?

25 A Correct.

1 Q Do you know if that was ever corrected and
2 re-sent?

3 A I believe it was.

4 Q Okay. And do you know why you were
5 requesting funds to be sent to your sister?

6 A Same reason I sent funds to my father. I
7 would use their accounts. My account was either
8 closed or about to be closed in Switzerland.

9 Q Okay. Is there any magic for why you
10 picked your sister's account this time?

11 A No.

12 Q The second sentence of this email on
13 Exhibit 44 says, "Please get the sender to contact
14 his bank."

15 A Yes.

16 Q Do you know what sender you're referring
17 to?

18 A Somebody at Verdmont.

19 Q Do you know who?

20 A Taylor or somebody else.

21 Q What's Taylor's last name?

22 A Houser.

23 Q Any explanation for why you didn't say,
24 Please get Taylor to contact Verdmont?

25 A No. Either his secretaries would send it

1 or Christos would give instructions to one of the
2 people over there. Not privy to knowing everybody
3 that was working at Verdmont at the time.

4 Q Okay.

5 (Exhibit 59 marked.)

6 BY MR. NORK:

7 Q What is Exhibit 59?

8 A It's an email from Tom to Christos and
9 Christos to Tom and Tom to Christos.

10 Q Okay. The very first email is one from
11 Christos to Tom saying "LouLou," which I understand
12 refers to you.

13 A Correct.

14 Q It says, "I haven't heard from him in a
15 week. I had everything's ready for money and
16 Christopher to go ahead."

17 Do you know what that means?

18 A I do not.

19 Q Do you know who the Christopher is?

20 A Christopher Michelin.

21 Q Who is that?

22 A CEO of Anavex.

23 Q And you don't know what Christos is
24 referring to when he says "I had everything's ready
25 for money"?

1 A No.

2 Q And then Tom, apparently, responds, "He has
3 moved down to the village." That's you, I guess.

4 A Okay.

5 Q I'm asking.

6 A Yes, that's me he's referring to.

7 Q And working the vineyard, that's what you
8 described?

9 A Yes.

10 Q Okay. And then Christos responds, "So what
11 he's gone to the village. Has he explained nothing
12 to you," and two question marks.

13 Do you know what he's talking about there?

14 A No.

15 Q "I'll be online in about 45 minutes."

16 What does that refer to?

17 A I don't know.

18 Q Does that mean --

19 A To have access, probably, to his
20 communication system. I don't know. It's from
21 Christos to Tom.

22 Q Okay. So other than you understanding who
23 the Christopher is -- and who is an officer of
24 Anavex, correct --

25 A Correct.

1 Q -- you don't know what the subject matter
2 of this email is.

3 A No.

4 Q You don't know if it has to do with the
5 sale of any of Tom's stock?

6 A No.

7 Q You have no idea what Christos was,
8 apparently, awaiting to hear from you.

9 A From me, no.

10 (Witness reviewing document.)

11 THE WITNESS: No.

12 BY MR. NORK:

13 Q Do you know if Christos was having
14 difficulty reach you at or about this time?

15 A I don't believe so.

16 Q Were you avoiding Christos at all at this
17 time?

18 A I was in the village -- the vineyard, so
19 one week is just every single day from 5:00 in the
20 morning until 8:00 in the afternoon grinding. So if
21 I missed his message or anything, I might have. I'm
22 not sure. I wasn't avoiding him.

23 Q Okay. This is end of October 2013.

24 A Yes. I was vacationing with him in 2013, a
25 few months.

1 Q Do you know if this was before or after
2 Christos had learned about the red flags going up
3 with the transfer agent?

4 A I believe around the same time period.

5 Q Okay.

6 A But it was October that I said before?

7 Q Yes.

8 A Probably around the same time period.

9 Q But there's no reference to it in this
10 email --

11 A No.

12 Q -- correct?

13 Did Tom ever direct you to get the original
14 stock certificates back from WAM?

15 A No.

16 Q Did he ever direct you to get the original
17 stock certificates back from Primoris?

18 A No.

19 Q Did you ever learn that he was trying to do
20 this?

21 A No.

22 THE WITNESS: Have we seen this before? I
23 haven't seen it before. It has a Bates number.

24 BY MR. NORK:

25 Q In early 2013 do you have any recollection

1 of Tom telling you that he was trying to get his
2 original certificates back?

3 A No.

4 Q And it's your testimony that you have never
5 requested any money to come out of Tom's account at
6 WAM?

7 A No, never.

8 Q Let me finish the question so it's clear.
9 It's your testimony you've never requested
10 any money to come out of Tom's account at WAM to go
11 to any destination.

12 A Never.

13 Q Okay. And you have no recollection or
14 understanding of any money ever coming out of Tom's
15 WAM account to go anywhere else?

16 A No.

17 Q Do you have any recollection of any money
18 being sent, wired, withdrawn, or otherwise removed
19 from any accounts held by your father, your sister,
20 you to go to Tom or pay Tom's expenses?

21 A No.

22 Q Same question for any money being withdrawn
23 from any accounts at Eurojet or Anavex to pay
24 Tom's expenses.

25 A I wouldn't know.

1 Q Do you know if it was ever discussed at the
2 time that you were in the Bahamas opening Tom's WAM
3 account whether or not there was a discussion as to
4 whether Tom could draw against his account?

5 A Never. There was never a discussion.

6 Q Okay. There was never a request and there
7 was never a discussion?

8 A No.

9 Q Okay. Did you ever --

10 A I recall -- the only thing I recall --
11 well, one of the things I recall is he wanted to
12 make sure with Howard Daniels that it was clear
13 there would -- he would never be able to use a
14 margin account on that account. And it was me,
15 Howard Daniels and Caesar, I think, that was present
16 during that conversation.

17 Q Right. So that's why it was designated as
18 a cash account, correct?

19 A Yeah.

20 Q Did Tom ever indicate to you that it was
21 his intent to occasionally draw money off of his WAM
22 account?

23 A No. There was no account.

24 Q What, again, was your understanding in
25 Tom's intent of wanting to sell his 6.6 million

1 shares?

2 A What was my understanding of Tom's intent?

3 Q Right.

4 A To sell his position.

5 Q Do you know if he was in need of money?

6 A Oh, I don't know.

7 Q Do you know if he had any specific need for
8 that money?

9 A I don't recall.

10 Q That was never discussed with you and Tom?

11 A No.

12 Q Okay. Have you ever been compensated by
13 Tom for any of the assistance you ever did for Tom?

14 A No.

15 Q You have to answer at the end of the
16 question.

17 MR. ANDERSON: I'm sorry. Make sure that--

18 THE WITNESS: Oh, I'm sorry again.

19 MR. ANDERSON: Make sure he's done asking
20 the question and then state your answer.

21 THE WITNESS: Go again.

22 BY MR. NORK:

23 Q Were you ever compensated by Tom for any
24 assistance you ever provided to Tom?

25 A No.

1 MR. NORK: Okay. Those are all the
2 questions I have. Thank you so much for your time.

3 THE WITNESS: Great questions. Thank you
4 for your time.

5 (Whereupon, deposition was concluded at
6 4:10 p.m.)

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

3

4 I, CHRISTINA AMUNDSON, a duly commissioned and
5 licensed court reporter, Washoe County, State of
6 Nevada, do hereby certify:

7 That I reported the taking of the deposition of
8 LAMBROS PEDAFRONIMOS, commencing on Wednesday,
9 October 24, 2018, at 2:00 p.m.

10 That prior to being examined, the witness was
11 duly sworn to testify to the truth. That I
12 thereafter transcribed my said shorthand notes into
13 typewriting and that the typewritten transcript of
14 said deposition is a complete, true, and accurate
15 transcription of said shorthand notes.

16 I further certify that I am not a relative or
17 employee of an attorney or counsel of any of the
18 parties, nor a relative or employee of an attorney
19 or counsel involved in said action, nor a person
20 financially interested in the action.

21
22 DATED: At Reno, Nevada, this 3rd day of November
23 2018.



24 CHRISTINA AMUNDSON CCR #641

25

2 ERRATA SHEET

3

4

5 I declare under penalty of perjury that I have read the

6 foregoing _____ pages of my testimony, taken

7 on _____ (date) at

8 _____ (city), _____ (state),

9

10 and that the same is a true record of the testimony given

11 by me at the time and place herein

12 above set forth, with the following exceptions:

13

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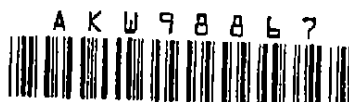
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ENDORSEMENTS AND LIMITATIONS

It may also be noted, while making an application for a passport, that the applicant is not a member of any of the prohibited organizations.

MENTIONS ET RESTRICTIONS

The Government has made good use of the money it has received from the sale of the land and has used it to build roads, bridges, and other public works. It has also used the money to pay the salaries of its officials and to maintain its government.

(Signature of bearer) Signature du titulaire

CANADA



Type/Type	Issuing Country/Pays émetteur	Passport No/N° de passeport

P CAN

JX476806

Surname/Name

PEDAFRONIMOS

Given numbers: F, E, G, H, I, J

LAMBROS

Nationality/Nationalité

CANADIAN/CANADIENNE

Date of birth/Date de naissance

13 JAN / JAN 85

Sex/Sexe

Place of birth/Lieu de naissance

E

CALGARY CAN

Date of issue/Date de délivrance

Issuing Authority/Autorité de délivrance

18 MAY /MAI 10 ATHENS

Date of expiry/Date d'expiration

18 MAY / MAI 15

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Certified as a true copy of the original document
EQUITY TRUST BAHAMAS LIMITED

Authorized Signatory

Authorized Signatory

Date: 31 May 2011



Message

From: tom skarp [tomskarp@yahoo.com]
Sent: 10/28/2013 11:18:05 AM
To: Christos [/O=CL/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CHRISTOS]
Subject: Re: Loulou

ok

Tom Skarpelos
tomskarp@yahoo.com

From: Christos <christos@bizex.bz>
To: tomskarp@yahoo.com
Sent: Monday, October 28, 2013 7:18 PM
Subject: Re: Loulou

So what he's gone to the village - has he explained nothing to you??

I'll be online in about 45min

From: Tom Skarpelos
To: Christos
Sent: Mon Oct 28 13:10:00 2013
Subject: Re: Loulou

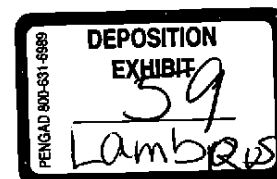
Hi bud

He is move down to the village and working in the vineyard but I am around if you like to chat.

Tom Skarpelos

On Oct 28, 2013, at 6:50 PM, "Christos" <christos@bizex.bz> wrote:

I haven't heard from him in a week. I had everything's ready for \$ and Christopher to go ahead.



1 **2190**

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18 *Athanasios Skarpepos*

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

21 ***

22 NEVADA AGENCY AND TRANSFER
23 COMPANY, a Nevada corporation,

Case No. CV15-02259

Dept. No. 10

24 Plaintiff,

25 vs.

MOTION FOR STAY
PENDING APPEAL

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

Defendants.

ATHANASIOS SKARPELOS, an individual,

Cross-Claimant,

vs.

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

Cross-Defendants.

WEISER ASSET MANAGEMENT, LTD.,

1 a Bahamas company, WEISER (BAHAMAS), LTD.,
2 a Bahamas company,

3 Cross-Claimants.

4 vs.

5 ATHANASIOS SKARPELOS, an individual,
6 Cross-defendant.

7
8 **MOTION FOR STAY PENDING APPEAL**

9 Athanasios Skarpelos ("Skarpelos"), moves this Court pursuant to NRCP 62(d)(2)
10 for a stay pending appeal of the Court's Findings of Fact, Conclusions of Law, and
11 Judgment entered on April 22, 2019 ("Judgment") and the Court's Order Denying Motion
12 to Alter or Amend Judgment entered on August 6, 2019.

13 Skarpelos has filed a notice of appeal, seeking review the Court's Judgment
14 awarding Weiser Asset Management, Ltd. ("WAM") \$245,464.64. Following entry of
15 Judgment, the Court awarded Skarpelos \$25,752.60 in costs and \$216,900.50 in attorneys'
16 fees against WAM (and Weiser (Bahamas) Ltd.), for a total award of \$242,653.10. The
17 award to WAM and the fees/costs award to Skarpelos essentially offset the other, with
18 only a \$2,811.54 difference. Skarpelos pledges his judgment against WAM as security for
19 the stay pending appeal. That, in combination with the \$4,115.36 balance allegedly still in
20 Skarpelos' WAM account is sufficient security for a stay against WAM enforcing its
21 judgment pending Skarpelos' appeal of the same. See Trial Exhibit 44. Both judgments
22 will accrue interest at the same legal rate, and therefore Skarpelos' judgment against
23 WAM is sufficient security for a stay.

24 Under NRCP 62(d)(2), the Court must stay enforcement of WAM's judgment
25 pending Skarpelos' appeal of the same: "If an appeal is taken, a party is entitled to a stay
26
27
28

1 by providing a bond or other security. Unless the court orders otherwise, the stay takes
2 effect when the court approves the bond or other security and remains in effect for the
3 time specified in the bond or other security.”

4
5 Here, Skarpelos has provided the security for a stay by pledging his judgment for
6 fees and costs against WAM as security for the stay. Therefore, the Court should enter an
7 order imposing a stay of enforcement against WAM pending Skarpelos’ appeal of the
8 Court’s Judgment in favor of WAM.

9
10 **Affirmation Pursuant to NRS 239B.030**

11 Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding
12 document does not contain the personal information of any person as defined in NRS
13 603A.040.

14 DATED: August 19, 2019.

WOODBURN AND WEDGE

15 By /s/ Dane W. Anderson

16 John F. Murtha, Esq.
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19 Nevada Bar No. 6883
20 Seth J. Adams, Esq.
21 Nevada Bar No. 11034

22 *Attorneys for Cross-Claimant*
23 *Athanasios Skarpelos*
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Woodburn and Wedge and that on this date,
3 I caused to be sent via electronic delivery through the Court's E-flex system a true and correct
4 copy of **MOTION FOR STAY PENDING APPEAL** to:
5

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19 *Weiser Asset Management, Ltd.*
20 *and Weiser (Bahamas), Ltd.*

21 DATED: August 19, 2019.

22 /s/ Dianne M. Kelling
23 Dianne M. Kelling, an employee of
24 Woodburn and Wedge
25
26
27
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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,

**WEISER'S OPPOSITION TO MOTION
FOR STAY PENDING APPEAL**

v.

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

Defendants.

AND RELATED ACTIONS.

Weiser Asset Management, Ltd. and Weiser (Bahamas) Ltd. ("Weiser") hereby oppose the Motion for Stay Pending Appeal (the "Motion"), filed on August 19, 2019, by Athanasios Skarpelos ("Skarpelos").

This Opposition is supported by the following Points and Authorities.

POINTS AND AUTHORITIES

In his Motion, Skarpelos asks the Court to stay enforcement of the Court's award of \$245,464.64 to Weiser that was part of the Court's April 22, 2019 Judgment (the "Judgment") pending Skarpelos's appeal of that award. In making this request, Skarpelos does not offer "a bond or other security" as required by NRCP 62(d)(2) in support of his request for a stay, but

1 rather “Skarpelos pledges his judgment against WAM as security for the stay pending appeal.”
2 *Motion* at 2. For the reasons set forth herein, this novel proposal must be denied.

3 1. Introduction.

4 Traditionally, a supersedeas bond is required under NRCP 62 in order to support a stay
5 of enforcement of a judgment. Further, “[t]he purpose of a supersedeas bond is to protect the
6 prevailing party from loss resulting from a stay of execution of the judgment. Thus, a
7 supersedeas bond posted under NRCP 62 should usually be set in an amount that will permit
8 full satisfaction of the judgment.” *McCulloch v. Jeakins*, 99 Nev. 122, 123, 659 P.2d 302, 303
9 (1983). Additionally, established case law has held that in order for a “full satisfaction of the
10 judgment” to be had, the amount of the supersedeas bond must “cover the whole amount of the
11 judgment remaining unsatisfied together with costs of appeal, interest, and damages for delay.”
12 *Ivor B. Clark Co. v. Hogan*, 296 F.Supp. 407, 409 (SDNY 1969). Finally, given that a bond is
13 intended to secure the party in whose favor the stayed judgment was entered, a bond in a lesser
14 amount, or security other than a bond, is only permitted after a consideration of five factors:
15 “(1) the complexity of the collection process; (2) the amount of time required to obtain a
16 judgment after it is affirmed on appeal; (3) the degree of confidence that the district court has in
17 the availability of funds to pay the judgment; (4) whether the defendant’s ability to pay the
18 judgment is so plain that the cost of a bond would be a waste of money; and (5) whether the
19 defendant is in such a precarious financial situation that the requirement to post a bond would
20 place other creditors of the defendant in an insecure position.” *Nelson v. Heer*, 122 P.3d 1252,
21 1254 (Nev. 2005).

22 In light of these standards and the facts in this case, it is clear that the Motion must be
23 denied.

24 2. Application of the Nelson Factors Mandates that a Bond Be Required.

25 In this case, Skarpelos testified that he resides in Greece and spends little if any time in
26 the United States, let alone Nevada. *See, Defendants/Cross-Claimants Weiser’s Supplemental*
27 *Brief Pursuant to Court Order* at 2 (citations to transcript omitted). Further, he claims not to
28 have any bank accounts, engages friends and relatives in supporting him and providing him cash

1 despite him not having a bank account, and has been in the process of assigning away his only
2 known asset, namely his Anavex stock. *Id.* Additionally, this Court has already found that
3 Skarpelos has been untruthful and evasive about the facts in this case and has signed a false
4 document under oath. *Id.*

5 The Court's previous findings in this case, therefore, demonstrate that (1) collecting a
6 judgment against Skarpelos may be next to impossible, (2) it is entirely unclear if Skarpelos has
7 any funds that are his, let alone enough to fully satisfy the judgment in favor of Weiser, (3)
8 Skarpelos's ability to pay the judgment is murky at best, and (4) it is completely unclear what
9 Skarpelos's financial condition is, since he purports to live on cash that is given to him by his
10 family and friends. In other words, based on at least four of the five *Nelson* factors, this is a
11 case that absolutely requires a supersedeas bond, specifically one that is sufficient to cover not
12 only the judgment entered in favor of Weiser, but also the cost of appeal and interest. There is
13 no legal or factual basis to justify Skarpelos providing anything less.

14 3. It Is Unclear what Is Meant by Pledging the Judgment.

15 Perhaps tacitly realizing the flaws in requesting a stay without a bond, Skarpelos
16 vaguely makes the following offer: "Skarpelos pledges his judgment against WAM as security
17 for the stay pending appeal." *Motion* at 2. It is unclear, however, what is meant by "pledging"
18 or by the reference to the "judgment".

19 To begin, Weiser is unaware of any mechanism for "pledging" a judgment short of a
20 court order; and if that is what is intended, given the likelihood that Skarpelos may never return
21 to Nevada, such an order would have to specifically include enforceable provisions relating to
22 the consequences of any breach of the order, if and when that happens.

23 More importantly, however, the breadth of the "judgment" that is being offered as
24 security needs to be clarified. In the Judgment that was entered on April 22, 2019, this Court
25 awarded \$245,464.64 to Weiser and further awarded the subject Anavex stock to Skarpelos. By
26 making his offer in the Motion, it is unclear if Skarpelos is offering not to sell any of the subject
27 Anavex stock until the completion of the appeal.

1 If this is the case, it should be pointed out that this has already been agreed to by the
2 parties. On January 17, 2019, the parties in this matter filed a Stipulation to Motion for
3 Discharge, a copy of which is attached hereto as **Exhibit 1**. In this stipulation, which is signed
4 by counsel for all parties in this matter, the parties stipulated that NATCO was “to maintain
5 possession of certificate number 753, pending further order of the Court, which order shall
6 clearly declare the party entitled to possession of certificate 753 and ownership of the shares
7 represented thereby, and which shall provide for delivery of certificate 753 upon the expiration
8 of any date for appeal of final judgment in this matter if no appeal is taken, or the date of final
9 order resulting from an appeal in this matter. . .” (emphasis added).

10 In other words, before this matter went to trial, it was the agreement of the parties that
11 NATCO was to retain possession of Anavex stock certificate 753 and “the shares represented
12 thereby” until the time for appeal had expired, or until the entry of a “final order resulting from
13 an appeal in this matter.”

14 In light of this stipulation, Skarpelos’s offer to pledge his Anavex stock, if that is what is
15 intended, adds nothing to what has already been agreed to by the parties before the trial even
16 began; and as such, a bond is still required.

17 4. Alternatively, the Attorney’s Fees Award Is Insufficient Security.

18 Another interpretation of Skarpelos’s offer to pledge “his judgment against WAM as
19 security for the stay pending appeal” is that he is attempting to pledge not his Anavex stock, but
20 rather the fees and costs award entered in his favor. This must be rejected for a number of
21 reasons.

22 To begin, the fees and costs award falls well short of fully satisfying Weiser’s judgment,
23 costs, and interest and therefore does not meet the requirements of NRCP 62.

24 Second, there is currently pending a motion for reconsideration of the attorney’s fees
25 award which, if granted, would completely eliminate this security. Skarpelos’s offer is
26 therefore at a minimum premature.

1 And finally and most importantly, the purpose of a supersedeas bond “is to protect the
2 prevailing party from loss resulting from a stay of execution of the judgment.” Here, both
3 parties have filed their appeals of the Judgment, and therefore one of the conceivable outcomes
4 of the appeal would be for the Nevada Supreme Court to uphold the award of Anavex stock to
5 Skarpelos and the money judgment to Weiser, but reverse or reduce the award of attorney’s fees
6 in favor of Skarpelos. Such an outcome would leave Weiser completely unprotected from loss,
7 which is an outcome not within the contemplation of NRCP 62.

8 Thus, if Skarpelos only intends to pledge his fees and costs award as security for the
9 judgment in favor of Weiser, such an offer is improper, insufficient, and must be rejected.

10 CONCLUSION

11 Based on the above, it is respectfully requested that the Motion be denied. Skarpelos
12 must be ordered to provide a supersedeas bond in an amount that will cover the Court’s award
13 of \$245,464.64 to Weiser, plus costs and interest.

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

16 DATED this 10th day of September, 2019.

17
18 By /s/ Jeremy J. Nork
19 Jeremy J. Nork (SBN 4017)
20 Frank Z. LaForge (SBN 12246)
21 HOLLAND & HART LLP
22 5441 Kietzke Lane, Second Floor
23 Reno, NV 89511

24
25 Attorneys for Defendants/Cross-Claimants
26 Weiser
27
28

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 September 10, 2019, I electronically filed the foregoing **WEISER'S OPPOSITION TO MOTION FOR STAY PENDING APPEAL**, 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.

John F. Murtha
Dane W. Anderson
Seth J. Adams
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com
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sadams@woodburnandwedge.com

/s/ Martha Hauser
Martha Hauser

HOLLAND & HART LLP
5441 KIETZKE LANE
SECOND FLOOR
RENO, NV 89511

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EXHIBIT INDEX

EXHIBIT #

DESCRIPTION

OF PAGES

1

Stipulation To Motion for Discharge

11

FILED
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2019-09-10 04:26:28 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7477348 : yvilorla

EXHIBIT 1

EXHIBIT 1

CODE: 4050

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7 Telephone: (775) 329-3151

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8 Attorneys for Plaintiff

9 IN THE SECOND JUDICIAL DISTRICT COURT IN THE STATE OF NEVADA

10 IN AND FOR THE COUNTY OF WASHOE

11 NEVADA AGENCY AND TRANSFER)
12 COMPANY, a Nevada corporation,)

13 Plaintiff,)

14 vs.)

Case No. CV15 02259

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

Defendants.)

Dept. No. 10

19 **STIPULATION TO MOTION FOR DISCHARGE**

20 The parties, and each of them, hereby stipulate to the entry of an order granting
21 Plaintiff's Motion for Discharge and the relief sought therein. In that regard, the parties
22 stipulate to an order which:

- 23 1. discharges plaintiff Nevada Agency and Transfer Company ("NATCO") from
24 this interpleader action;
25 2. releases and forever discharges NATCO from liability related to or arising from

1 the competing claims of the defendants to certificate number 753 representing
2 share of the common stock of Anavex Life Sciences Corp.;

- 3 3. requires Defendant Weiser Asset Management LTD, Defendant Weiser
4 (Bahamas) LTD and Defendant Athanasios Skarpelos to continue to litigate their
5 respective claims to certificate number 753 representing shares of common stock
6 of Anavex Life Sciences Corp. herein without NATCO's participation as a party
7 hereto;
- 8 4. recognizes the tender of the deposit of certificate number 753, which tender shall
9 be deemed sufficient for any and all interpleader jurisdictional purposes, but
10 requires NATCO to maintain possession of certificate number 753, pending further
11 order of the Court, which order also shall clearly declare the party entitled to
12 possession of certificate 753 and ownership of the shares represented thereby, and
13 which shall provide for delivery of certificate 753 upon the expiration of any date
14 for appeal of final judgment in this matter if no appeal is taken, or the date of final
15 order resulting from an appeal in this matter; and,
- 16 6. awards NATCO its costs of suit incurred herein in the amount of \$260.00, with the
17 defendant deemed the non-prevailing party at trial ordered to pay such costs within
18 10 days of the entry of a final judgment in this matter.

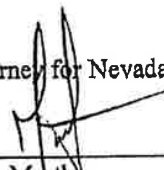
19 Dated this 17th day of January, 2019.

20
21
22 ALEXANDER H. WALKER III

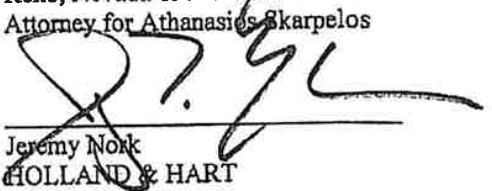
23 /s/ Alexander H. Walker III
24 Alexander H. Walker III
25 ALEXANDER H. WALKER III, LLC
50 West Liberty Street, Suite 880
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Attorney for Nevada Agency and Transfer Co.



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Attorney for Athanasios Skarpelos



Jeremy Nork
HOLLAND & HART
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Reno, Nevada 89511
Attorney for Weiser Asset Management, Ltd.
and Weiser (Bahamas), Ltd.

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of January, 2019, I caused to be served a copy of the foregoing on all parties via the Court's electronic filing system.

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document and/or attachments do not contain the social security number of any person.

/s/ Alexander H. Walker III

Alexander H. Walker III

ALEXANDER H. WALKER III, LLC

50 West Liberty Street, Suite 880

Reno, Nevada 89501

Attorney for Nevada Agency and Transfer Co.

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INDEX OF EXHIBITS

EXHIBIT NO.	DOCUMENT	# OF PAGES
1	Order Granting Motion for Discharge	5

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2019-01-17 09:22:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 7072505 : csulezic

EXHIBIT 1

CODE: 3060

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Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT IN 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, WEISER (BAHAMAS)
LTD, a Bahamas company, ATHANASIOS
SKARPELOS, an individual, and DOES 1
through 10,

Defendants.

Case No. CV15 02259

Dept. No. 10

ORDER GRANTED MOTION FOR DISCHARGE

The parties, and each of them, having stipulated to the entry of an order granting plaintiff's Motion for Discharge, and plaintiff having deposited with the Clerk of Court certificate number 753 representing shares of the common stock of Anavex Life Sciences

1 Corp., the property which is subject of the dispute in this interpleader action, and there
2 being good cause hereto, it is hereby:

3 ORDERED, that plaintiff's Motion for Discharge is granted. It is further ordered
4 that :

- 5 1. Plaintiff Nevada Agency and Transfer Company ("NATCO") is hereby discharged
6 from this interpleader action;
- 7 2. Plaintiff Nevada Agency and Transfer Company is released and forever discharged
8 from liability related to or arising from the competing claims of the defendants to
9 certificate number 753 representing share of the common stock of Anavex Life
10 Sciences Corp.;
- 11 3. Defendant Weiser Asset Management LTD, Defendant Weiser (Bahamas) LTD
12 and Defendant Athanasios Skarpelos shall continue to litigate their respective
13 claims to certificate number 753 representing shares of common stock of Anavex
14 Life Sciences Corp. herein without NATCO's participation as a party hereto;
- 15 4. NATCO's tender of the deposit of certificate number 753 is deemed sufficient for
16 any and all interpleader jurisdictional purposes, but NATCO shall maintain
17 possession of certificate number 753, pending further order of the Court, which
18 order also shall clearly declare the party entitled to possession of certificate 753
19 and ownership of the shares represented thereby, and which shall provide for
20 delivery of certificate 753 upon the expiration of any date for appeal of final
21 judgment in this matter if no appeal is taken, or the date of final order resulting
22 from an appeal in this matter; and,
- 23 5. NATCO is awarded its costs of suit incurred herein in the amount of \$260.00, with
24
25

1 the defendant deemed the non-prevailing party at trial shall pay within 10 days of
2 the entry of a final judgment in this matter.


3 DATED this ____ day of December, 2018.


4
5 _____
DISTRICT JUDGE

6 Submitted by:

7 /s/ Alexander H. Walker III
8 Alexander H. Walker III
9 ALEXANDER H. WALKER III, LLC
10 50 West Liberty Street, Suite 880
11 Reno, Nevada 89501
12 Attorney for Nevada Agency and Transfer Co.

13 Approved as to form:

14 
15 John Murtha
16 WOODBURN & WEDGE
17 6100 Neil Road, Suite 500
18 Reno, Nevada 89511-4149
19 Attorney for Athanasios Skarpelos

20 
21 Jeremy Nork
22 HOLLAND & HART
23 5441 Kietzke Lane
24 Reno, Nevada 89511
25 Attorney for Weiser Asset Management, Ltd.
and Weiser (Bahamas), Ltd.

CERTIFICATE OF SERVICE

1 I hereby certify that on the 17 day of ~~December~~ ^{January}, 2018, I caused to be served a copy
2 of the foregoing on all parties via the Court's electronic filing system.
3
4

5 /s/ Alexander H. Walker III
6 Alexander H. Walker III
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8 57 West 200 South, Suite 400
9 Salt Lake City, Utah 84101
10 Attorney for Nevada Agency and Transfer Co.
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1 **3795**
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11 *Athanasios Skarpelos*

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

14 NEVADA AGENCY AND TRANSFER
15 COMPANY, a Nevada corporation,

Case No. CV15-02259
Dept. No. 10

16 Plaintiff,

17 vs.

REPLY IN SUPPORT OF MOTION
FOR STAY PENDING APPEAL

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

21 Defendants.

22 _____/
ATHANASIOS SKARPELOS, an individual,

23 Cross-Claimant,

24 vs.

25 WEISER ASSET MANAGEMENT, LTD., a
26 Bahamas company, and WEISER (BAHAMAS)
27 LTD., a Bahamas company.

28 Cross-Defendants.

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

4 Cross-Claimants.

5 vs.

6 ATHANASIOS SKARPELOS, an individual,
7 Cross-defendant.

8 **REPLY IN SUPPORT OF MOTION FOR STAY PENDING APPEAL**

9 Athanasios Skarpelos (“Skarpelos”) submits the following reply in support of his
10 Motion for Stay Pending Appeal and in response to the opposition brief filed by Weiser
11 Asset Management, Ltd. (“WAM”) and Weiser (Bahamas) Ltd. (“Weiser Capital”)
12 (sometimes collectively referred to as “Weiser”).
13

14 Skarpelos does not dispute that the purpose of security for a stay pending appeal is
15 to protect the “prevailing party” from loss resulting from a stay of execution of the
16 judgment. See Opposition at 2:4-6. However, in this case, Weiser was not the prevailing
17 party. The Court ruled against Weiser on all three of its claims and found that Skarpelos
18 was the owner of the disputed stock. The Court also awarded Skarpelos attorney’s fees as
19 the prevailing party under NRS 18.010(2)(b).
20

21 The Court has already found that the equitable award to WAM was unrelated to
22 Weiser’s claims for relief. Order Granting Motion For Attorney’s Fees at 4:23-24. The
23 United States Supreme Court has also noted that obtaining equitable relief does not
24 automatically confer prevailing party status. *Rhodes v. Stewart*, 488 U.S. 1, 3-4, 109 S.Ct.
25 202, 102 L.Ed.2d 1 (1988).
26

27 ///

28 ///

1 Moreover, the equitable award to WAM is nearly entirely offset by the Court's
2 award of fees and costs in favor of Skarpelos.¹ Therefore, WAM is not the "prevailing
3 party" because it is liable to Skarpelos for the same amount which will accrue interest at
4 the same rate as that owed by Skarpelos to WAM.

5
6 Therefore, Skarpelos seeks the Court's order finding that his judgment against
7 Weiser is sufficient "other security" to obtain a stay pending appeal. It is just as unclear
8 whether Weiser has any funds sufficient to satisfy Skarpelos' judgment, and it is clear
9 Weiser has no assets in the United States from which Skarpelos could satisfy his judgment
10 and collection efforts in the Bahamas are likely to be unsuccessful. Therefore, Skarpelos
11 contends that the parties offsetting monetary judgments are sufficient for a stay pending
12 appeal, and that Skarpelos' Anavex stock should not be restricted to secure WAM's
13 judgment, especially when Weiser has offered nothing to secure Skarpelos' judgments—
14 both the stock ownership and fee/cost award.

15
16 However, should the Court deem Skarpelos' judgment insufficient security for a
17 stay pending appeal, Skarpelos' proposes that he pledge sufficient shares of his Anavex
18 stock to secure WAM's judgment pending appeal.

19
20 The Court awarded WAM \$245,464.64. Two years of interest on that amount at
21 the current legal rate of 7.5% is \$36,819.70. The total amount would be \$282,284.34.
22 Anavex currently is trading around \$3 per share. Thus, it would take 94,095 shares to
23 secure the judgment plus interest.

24
25 ///

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¹ On August 29, 2019, Weiser filed a Notice of Cross-Appeal, appealing the Court's Order Granting Motion For
28 Attorney's Fees. Therefore, this Court is divested of jurisdiction to rule upon Weiser's motion for
 reconsideration of that order. *Smith v. Emery*, 109 Nev. 737, 740, 856 P.2d 1386 (1993). Skarpelos intends to
 seek additional fees for having to oppose the motion for reconsideration.

However, Skarpelos should be free to trade his remaining 735,071.5 shares absent Weiser applying for a stay and posting a bond sufficient to secure Skarpelos for those shares and any damages he might sustain due to a stay pending appeal. At \$3 per share, that amount exceeds \$2.2 million.

The Court's Order Granting Motion For Discharge entered on January 23, 2019, does not restrict Skarpelos' Anavex shares. While the parties did sign a stipulation that NATCO would deliver certificate 753 upon the disposition of final appeal of this matter, that stipulation was not ordered by the Court. To the extent the Court believes that stipulation has force, Skarpelos requests that it be modified to restrict only shares sufficient to satisfy WAM's judgment. If WAM seeks to restrict all shares, it must apply for a stay and post sufficient security as detailed in its brief.

Affirmation Pursuant to NRS 239B.030

Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does not contain the personal information of any person as defined in NRS 603A.040.

DATED: September 18, 2019.

WOODBURN AND WEDGE

By: /s/ Dane W. Anderson

John F. Murtha, Esq.

Nevada Bar No. 835

Dane W. Anderson, Esq.

Nevada Bar No. 6883

Seth J. Adams, Esq.

Nevada Bar No. 11034

Attorneys for Cross-Claimant

Athanasios Skarpelos

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Woodburn and Wedge and that on this date,
3 I caused to be sent via electronic delivery through the Court's E-flex system a true and correct
4 copy of **REPLY IN SUPPORT OF MOTION FOR STAY PENDING APPEAL** to:
5

6 Alexander H. Walker III, Esq.
7 57 West 200 South, Ste. 400
8 Salt Lake City, Utah 84101
9 awalker@law@aol.com

10 *Attorneys for Plaintiff*

11 Jeremy J. Nork, Esq.
12 Frank Z. LaForge, Esq.
13 Holland & Hart LLP
14 5441 Kietzke Lane, 2nd Floor
15 Reno, Nevada 89511
16 jnork@hollandandhart.com
17 fzlaforge@hollandandhart.com

18 *Attorneys for Defendants*
19 *Weiser Asset Management, Ltd.*
20 *and Weiser (Bahamas), Ltd.*

21 DATED: September 18, 2019.

22 /s/ Dianne M. Kelling
23 Dianne M. Kelling, an employee of
24 Woodburn and Wedge
25
26
27
28

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,

Case No. CV15-02259

vs.

Dept. No. 10

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

Defendants.

/

ORDER GRANTING MOTION FOR STAY PENDING APPEAL

Presently before the Court is the MOTION FOR STAY PENDING APPEAL ("the Motion") filed by Defendant ATHANASIOS SKARPELOS ("Mr. Skarpelos") on August 19, 2019. Defendants WEISER ASSET MANAGEMENT, LTD. and WEISER (BAHAMAS) LTD. (collectively, "Weiser") filed WEISER'S OPPOSITION TO MOTION FOR STAY PENDING APPEAL ("the Opposition") on September 10, 2019. Mr. Skarpelos filed the REPLY IN SUPPORT OF MOTION FOR STAY PENDING APPEAL ("the Reply") on September 18, 2019, and contemporaneously submitted the matter for the Court's consideration.

1 This case was initiated by Plaintiff NEVADA AGENCY AND TRANSFER COMPANY
2 (“the Plaintiff”) as an interpleader action to resolve a dispute over ownership of 3,316,666 shares of
3 stock in Anavex Life Sciences Corp.¹ On May 24, 2016, Weiser filed WEISER’S ANSWER AND
4 CROSS-CLAIM (“the A&C”) which contained three cross-claims: 1) Declaratory Judgment; 2)
5 Breach of Contract; and 3) Breach of the Implied Covenant of Good Faith and Fair Dealing. The
6 A&C 10-12. The Court presided over a bench trial beginning on January 28, 2019, to resolve the
7 competing claims between Weiser and Mr. Skarpelos to the shares. The Court entered the
8 FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT (“the FFCLJ”) on April 22,
9 2019. The Court determined that Mr. Skarpelos was the rightful owner of the shares. The FFCLJ,
10 p. 7 ¶ 25. However, the Court invoked its equitable jurisdiction to enter judgment against Mr.
11 Skarpelos in the amount of \$245,464.64. The FFCLJ 7-8 ¶ 28. Mr. Skarpelos sought to alter or
12 amend the judgment to remove the equitable award. The Court denied his request in the ORDER
13 DENYING MOTION TO ALTER OR AMEND JUDGMENT (Aug. 6, 2019) (“the Amendment
14 Order”). Mr. Skarpelos has appealed the Amendment Order. See NOTICE OF APPEAL (Aug. 15,
15 2019). The Court subsequently awarded Mr. Skarpelos \$25,752.60 in costs and \$216,900.50 in
16 attorney’s fees. See ORDER GRANTING IN PART AND DENYING IN PART MOTION TO
17 RETAX COSTS (Aug. 6, 2019) and ORDER GRANTING MOTION FOR ATTORNEY’S FEES
18 (Aug. 9, 2019) (“the Fees Order”). Weiser has appealed the Fees Order. See NOTICE OF CROSS
19 APPEAL (Aug. 29, 2019).
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27 ¹ The Plaintiff was discharged from the action in the ORDER GRANTING MOTION FOR DISCHARGE filed on
28 January 23, 2019.

1 Mr. Skarpelos asks the Court to stay the equitable judgment of \$245,464.64 pending appeal.
2 The Motion 2:8-13. Mr. Skarpelos contends such a stay is proper pursuant to NRCP 62(d)(2) and
3 pledges his judgment of attorney's fees and costs as security for the stay. The Motion 2:13-25.
4 Weiser contends a supersedeas bond is required, and Mr. Skarpelos has not offered an appropriate
5 bond or security. The Opposition 1:25-28; 2:1-5. Weiser further contends a bond is required due to
6 the unique facts of this case, such as Mr. Skarpelos' alleged lack of assets and his residence in
7 Greece, and a bond lower than the amount required to satisfy the judgment requires a detailed
8 analysis of the *Nelson*² factors. The Opposition 2:6-28; 3:1-13; 4:17-26. Mr. Skarpelos responds
9 the equitable award is nearly entirely set off by the costs and attorney's fees. The Reply 3:1-5. Mr.
10 Skarpelos alternatively proposes a bond in the form of his shares of Anavex stock. The Reply 3:17-
11 19.

12 NRCP 62(d) provides:

13
14
15 **(d) Stay Pending an Appeal.**

16
17 (1) *By Supersedeas Bond.* If an appeal is taken, the appellant may obtain a stay by
18 supersedeas bond, except in an action described in Rule 62(a)(2). The bond may
19 be given upon or after filing the notice of appeal or after obtaining the order
allowing the appeal. The stay is effective when the supersedeas bond is filed.

20 (2) *By Other Bond or Security.* If an appeal is taken, a party is entitled to a stay by
21 providing a bond or other security. Unless the court orders otherwise, the stay
22 takes effect when the court approves the bond or other security and remains in
effect for the time specified in the bond or other security.

23 The purpose of the supersedeas requirement is to "protect the prevailing party from loss resulting
24 from a stay of execution of the judgment." *McCulloch v. Jeakins*, 99 Nev. 122, 123, 659 P.2d 302,
25 303 (1983) (explaining bond should be set in amount to permit full satisfaction of judgment). A
26

27
28 ² *Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252 (2005)

1 district court has the discretion to permit alternative security. *Nelson*, 121 Nev. at 835, 122 P.3d at
2 1254 (“[A] supersedeas bond should not be the judgment debtor’s sole remedy, particularly where
3 other appropriate, reliable alternatives exist.”). A district court should consider the following five
4 factors when considering alternate security:
5

6 (1) the complexity of the collection process; (2) the amount of time required to obtain a
7 judgment after it is affirmed on appeal; (3) the degree of confidence that the district court has
8 in the availability of funds to pay the judgment; (4) whether the defendant's ability to pay the
9 judgment is so plain that the cost of a bond would be a waste of money; and (5) whether the
defendant is in such a precarious financial situation that the requirement to post a bond
would place other creditors of the defendant in an insecure position.

10 *Id.* at 836, 122 P.3d at 1254.

11 The Court will grant a stay contingent upon the posting of the supersedeas bond.

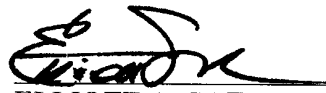
12 Considering the *Nelson* factors above, the Court believes Weiser is entitled to the security provided
13 by the supersedeas bond. The Court believes collecting the judgment may prove difficult, as Mr.
14 Skarpelos resides in Greece, not Nevada. The geographical distance would likely hinder and
15 lengthen the amount of time required to obtain a judgment after appeal. The Court is concerned
16 about the unavailability of the funds to pay the equitable award, given the Fees Order is also
17 currently on appeal. Mr. Skarpelos does not have a clear ability to pay the judgment, and his lack of
18 access to bank accounts is concerning. Mr. Skarpelos also has not contended requiring him to post
19 the supersedeas bond would impact other creditors. Furthermore, the trial in this matter cast a dark
20 cloud over Mr. Skarpelos’ credibility, as the Court found Mr. Skarpelos falsely reported the Anavex
21 stock certificate missing. The Court will not accept Mr. Skarpelos’ pledge of Anavex shares in large
22 part because the value of stock shares fluctuates frequently. For all of these reasons, the Court will
23 grant a stay contingent upon the posting of the requisite supersedeas bond.
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IT IS ORDERED the MOTION FOR STAY PENDING APPEAL is hereby **GRANTED**.

A stay will be effective upon the posting of a supersedeas bond in the amount of \$245,464.64.

DATED this 26 day of September, 2019.


ELLIOTT A. SATTLER
District Judge

1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court
3 of the State of Nevada, County of Washoe; that on this ____ day of September, 2019, I deposited in
4 the County mailing system for postage and mailing with the United States Postal Service in Reno,
5 Nevada, a true copy of the attached document addressed to:
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8 **CERTIFICATE OF ELECTRONIC SERVICE**

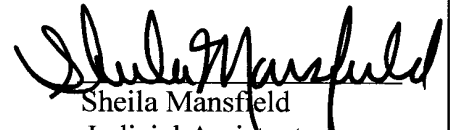
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10 Nevada, in and for the County of Washoe; that on the 26 day of September, 2019, I electronically
11 filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of
12 electronic filing to the following:
13

14 JOHN F. MURTHA, ESQ.

15 DANE W. ANDERSON, ESQ.

16 JEREMY J. NORK, ESQ.

17 FRANK Z. LAFORGE, ESQ.
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Sheila Mansfield
Judicial Assistant

1 **2540**

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/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,

Case No. CV15 02259

Dept. No. 10

11
12 Plaintiff,

13 v.

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

17 Defendants.

18 AND RELATED ACTIONS.
19

20 **NOTICE OF ENTRY OF ORDER**

21 PLEASE TAKE NOTICE that on September 26, 2019, the Court entered an Order
22 Granting Motion for Stay Pending Appeal, in the above-entitled matter. A copy of the Order is
23 attached.
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25
26
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The undersigned affirms that this document does not contain the social security number of any person.

DATED this 11th day of October, 2019.

By /s/ Jeremy J. Nork
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
Weiser

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 October 11, 2019, I electronically filed the foregoing **NOTICE OF ENTRY OF ORDER**, 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.

John F. Murtha, Esq.
Dane W. Anderson, Esq.
Seth J. Adams, Esq.
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com
danderson@woodburnandwedge.com
sadams@woodburnandwedge.com

/s/ Martha Hauser
Martha Hauser

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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,

Case No. CV15-02259

vs.

Dept. No. 10

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

Defendants.

/

ORDER GRANTING MOTION FOR STAY PENDING APPEAL

Presently before the Court is the MOTION FOR STAY PENDING APPEAL ("the Motion") filed by Defendant ATHANASIOS SKARPELOS ("Mr. Skarpelos") on August 19, 2019. Defendants WEISER ASSET MANAGEMENT, LTD. and WEISER (BAHAMAS) LTD. (collectively, "Weiser") filed WEISER'S OPPOSITION TO MOTION FOR STAY PENDING APPEAL ("the Opposition") on September 10, 2019. Mr. Skarpelos filed the REPLY IN SUPPORT OF MOTION FOR STAY PENDING APPEAL ("the Reply") on September 18, 2019, and contemporaneously submitted the matter for the Court's consideration.

1 This case was initiated by Plaintiff NEVADA AGENCY AND TRANSFER COMPANY
2 (“the Plaintiff”) as an interpleader action to resolve a dispute over ownership of 3,316,666 shares of
3 stock in Anavex Life Sciences Corp.¹ On May 24, 2016, Weiser filed WEISER’S ANSWER AND
4 CROSS-CLAIM (“the A&C”) which contained three cross-claims: 1) Declaratory Judgment; 2)
5 Breach of Contract; and 3) Breach of the Implied Covenant of Good Faith and Fair Dealing. The
6 A&C 10-12. The Court presided over a bench trial beginning on January 28, 2019, to resolve the
7 competing claims between Weiser and Mr. Skarpelos to the shares. The Court entered the
8 FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT (“the FFCLJ”) on April 22,
9 2019. The Court determined that Mr. Skarpelos was the rightful owner of the shares. The FFCLJ,
10 p. 7 ¶ 25. However, the Court invoked its equitable jurisdiction to enter judgment against Mr.
11 Skarpelos in the amount of \$245,464.64. The FFCLJ 7-8 ¶ 28. Mr. Skarpelos sought to alter or
12 amend the judgment to remove the equitable award. The Court denied his request in the ORDER
13 DENYING MOTION TO ALTER OR AMEND JUDGMENT (Aug. 6, 2019) (“the Amendment
14 Order”). Mr. Skarpelos has appealed the Amendment Order. See NOTICE OF APPEAL (Aug. 15,
15 2019). The Court subsequently awarded Mr. Skarpelos \$25,752.60 in costs and \$216,900.50 in
16 attorney’s fees. See ORDER GRANTING IN PART AND DENYING IN PART MOTION TO
17 RETAX COSTS (Aug. 6, 2019) and ORDER GRANTING MOTION FOR ATTORNEY’S FEES
18 (Aug. 9, 2019) (“the Fees Order”). Weiser has appealed the Fees Order. See NOTICE OF CROSS
19 APPEAL (Aug. 29, 2019).
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27 ¹ The Plaintiff was discharged from the action in the ORDER GRANTING MOTION FOR DISCHARGE filed on
28 January 23, 2019.

1 Mr. Skarpelos asks the Court to stay the equitable judgment of \$245,464.64 pending appeal.
2 The Motion 2:8-13. Mr. Skarpelos contends such a stay is proper pursuant to NRCP 62(d)(2) and
3 pledges his judgment of attorney's fees and costs as security for the stay. The Motion 2:13-25.
4 Weiser contends a supersedeas bond is required, and Mr. Skarpelos has not offered an appropriate
5 bond or security. The Opposition 1:25-28; 2:1-5. Weiser further contends a bond is required due to
6 the unique facts of this case, such as Mr. Skarpelos' alleged lack of assets and his residence in
7 Greece, and a bond lower than the amount required to satisfy the judgment requires a detailed
8 analysis of the *Nelson*² factors. The Opposition 2:6-28; 3:1-13; 4:17-26. Mr. Skarpelos responds
9 the equitable award is nearly entirely set off by the costs and attorney's fees. The Reply 3:1-5. Mr.
10 Skarpelos alternatively proposes a bond in the form of his shares of Anavex stock. The Reply 3:17-
11 19.

12 NRCP 62(d) provides:

13
14
15 **(d) Stay Pending an Appeal.**

16
17 (1) *By Supersedeas Bond.* If an appeal is taken, the appellant may obtain a stay by
18 supersedeas bond, except in an action described in Rule 62(a)(2). The bond may
19 be given upon or after filing the notice of appeal or after obtaining the order
allowing the appeal. The stay is effective when the supersedeas bond is filed.

20 (2) *By Other Bond or Security.* If an appeal is taken, a party is entitled to a stay by
21 providing a bond or other security. Unless the court orders otherwise, the stay
22 takes effect when the court approves the bond or other security and remains in
effect for the time specified in the bond or other security.

23 The purpose of the supersedeas requirement is to "protect the prevailing party from loss resulting
24 from a stay of execution of the judgment." *McCulloch v. Jeakins*, 99 Nev. 122, 123, 659 P.2d 302,
25 303 (1983) (explaining bond should be set in amount to permit full satisfaction of judgment). A
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28 ² *Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252 (2005)

1 district court has the discretion to permit alternative security. *Nelson*, 121 Nev. at 835, 122 P.3d at
2 1254 (“[A] supersedeas bond should not be the judgment debtor’s sole remedy, particularly where
3 other appropriate, reliable alternatives exist.”). A district court should consider the following five
4 factors when considering alternate security:
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6 (1) the complexity of the collection process; (2) the amount of time required to obtain a
7 judgment after it is affirmed on appeal; (3) the degree of confidence that the district court has
8 in the availability of funds to pay the judgment; (4) whether the defendant's ability to pay the
9 judgment is so plain that the cost of a bond would be a waste of money; and (5) whether the
defendant is in such a precarious financial situation that the requirement to post a bond
would place other creditors of the defendant in an insecure position.

10 *Id.* at 836, 122 P.3d at 1254.

11 The Court will grant a stay contingent upon the posting of the supersedeas bond.

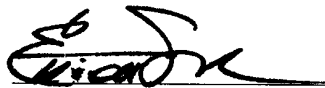
12 Considering the *Nelson* factors above, the Court believes Weiser is entitled to the security provided
13 by the supersedeas bond. The Court believes collecting the judgment may prove difficult, as Mr.
14 Skarpelos resides in Greece, not Nevada. The geographical distance would likely hinder and
15 lengthen the amount of time required to obtain a judgment after appeal. The Court is concerned
16 about the unavailability of the funds to pay the equitable award, given the Fees Order is also
17 currently on appeal. Mr. Skarpelos does not have a clear ability to pay the judgment, and his lack of
18 access to bank accounts is concerning. Mr. Skarpelos also has not contended requiring him to post
19 the supersedeas bond would impact other creditors. Furthermore, the trial in this matter cast a dark
20 cloud over Mr. Skarpelos’ credibility, as the Court found Mr. Skarpelos falsely reported the Anavex
21 stock certificate missing. The Court will not accept Mr. Skarpelos’ pledge of Anavex shares in large
22 part because the value of stock shares fluctuates frequently. For all of these reasons, the Court will
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IT IS ORDERED the MOTION FOR STAY PENDING APPEAL is hereby **GRANTED**.

A stay will be effective upon the posting of a supersedeas bond in the amount of \$245,464.64.

DATED this 26 day of September, 2019.



ELLIOTT A. SATTLER

District Judge

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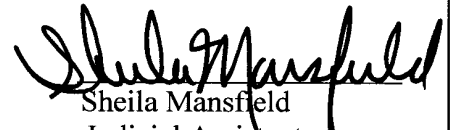
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Sheila Mansfield
Judicial Assistant