

2515
Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
HOLLAND & HART LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
Tel: (775) 327-3000 | Fax: (775) 786-6179
jnork@hollandhart.com
fzlaforge@hollandhart.com

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Elizabeth A. Brown
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Attorneys for Defendants/Cross-Claimants Weiser

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

NEVADA AGENCY AND TRANSFER
COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

Plaintiff,

NOTICE OF CROSS-APPEAL

v.

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

Defendants.

AND RELATED ACTIONS.

NOTICE IS HEREBY GIVEN that Defendants/Cross-Claimants Weiser Asset Management, Ltd., and Weiser (Bahamas) Ltd., appeal to the Supreme Court of Nevada from the Second Judicial District Court's Order Granting Motion For Attorney's Fees, entered in this action on August 9, 2019, and attached hereto as **Exhibit 1**, as well as the District Court's Findings of Fact, Conclusions of Law and Judgment on April 22, 2019, a copy of which is attached as **Exhibit 2**.

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

3 DATED this 29th day of August, 2019.

4
5 By /s/ Jeremy J. Nork
6 Jeremy J. Nork (SBN 4017)
7 Frank Z. LaForge (SBN 12246)
8 HOLLAND & HART LLP
9 5441 Kietzke Lane, Second Floor
10 Reno, NV 89511
11 Telephone: (775) 327-3000
12 Facsimile: (775) 786-6179
13 jnork@hollandhart.com
14 fzlaforge@hollandhart.com

15 Attorneys for Defendants/Cross-Claimants
16 Weiser
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EXHIBIT INDEX

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CERTIFICATE OF SERVICE

I, Amanda De La Rosa, 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 August 29, 2019, I electronically filed the foregoing **NOTICE OF CROSS-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, 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/ Amanda De La Rosa
Amanda De La Rosa

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EXHIBIT 1

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 ATTORNEY'S FEES

Presently before the Court is the MOTION FOR ATTORNEYS' FEES ("the Motion") filed by Defendant ATHANASIOS SKARPELOS ("Mr. Skarpelos") on April 25, 2019. Mr. Skarpelos contemporaneously filed the DECLARATION OF DANE W. ANDERSON IN SUPPORT OF MOTION FOR ATTORNEYS' FEES ("the Declaration"). Defendants WEISER ASSET MANAGEMENT, LTD. and WEISER (BAHAMAS) LTD. (collectively, "Weiser") filed WEISER'S OPPOSITION TO SKARPELOS'S MOTION FOR ATTORNEY'S FEES ("the Opposition") on May 24, 2019. Mr. Skarpelos filed the REPLY IN SUPPORT OF MOTION FOR ATTORNEY'S FEES ("the Reply") on June 7, 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, p. 7-8 ¶ 28.

14 Mr. Skarpelos contends he is entitled to an award of \$216,900.50 in attorney's fees because
15 Weiser's cross-claims and defenses were maintained without reasonable grounds or to harass Mr.
16 Skarpelos. The Motion 2:9-17; 7:21-28. Mr. Skarpelos contends Weiser changed its legal theory
17 during trial and that its cross-claims and defenses were not supported by credible evidence and are
18 thus frivolous. The Motion 7:1-11. Weiser makes the following arguments in response: 1) Weiser
19 won a quarter-million dollar judgment, which demonstrates its claims were not frivolous; 2) even if
20 Weiser's claims were unsuccessful, they were supported by substantial evidence and reasonable
21 grounds; 3) Weiser did not change its legal theory and, even if it did, changing a legal theory is not
22 a basis for an award of attorney's fees; and 4) Mr. Skarpelos fails to explain how the requested
23 amount is reasonable and necessary. The Opposition 1:25-28; 2:1-7; 3-6. Mr. Skarpelos responds

27 ¹ The Plaintiff was discharged from the action in the ORDER GRANTING MOTION FOR DISCHARGE filed on
28 January 23, 2019.

1 as follows: 1) Weiser changed its argument at trial regarding the July 2013 Purchase and Sale
2 Agreement ("the July PSA"), and began arguing it was a meaningless document; 2) the award of
3 \$245,464.64 was not based on any of Weiser's claims; 3) Weiser presented no credible evidence to
4 supports its claims because all of the claims were premised on the July PSA; 4) Weiser abandoned
5 its pleadings and legal theories at trial; and 5) the requested fees are reasonable considering the
6 duration and nature of the litigation. The Reply 3:2-27; 5:1-6; 6:24-26; 7:4-17; 8:4-24.

8 Attorney's fees are recoverable where authorized by agreement, statute or rule. *Wheeler*
9 *Springs Plaza, LLC v. Beemon*, 119 Nev. 260, 268, 71 P.3d 1258, 1263 (2003) (quoting *Young v.*
10 *Nev. Title Co.*, 103 Nev. 436, 442, 744 P.2d 902, 905 (1987)). NRS 18.010(2)(b) permits an award
11 of attorney's fees where:
12

13 Without regard to the recovery sought, when the court finds that the claim, counterclaim,
14 cross-claim or third-party complaint or defense of the opposing party was brought or
15 maintained without reasonable ground or to harass the prevailing party. The court shall
16 liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all
17 appropriate situations. It is the intent of the Legislature that the court award attorney's fees
18 pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of
19 Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious
20 claims and defenses because such claims and defenses overburden limited judicial resources,
21 hinder the timely resolution of meritorious claims and increase the costs of engaging in
22 business and providing professional services to the public.

23 NRCP 11(b) provides:

24 Representations to the Court. By presenting to the court a pleading, written motion, or other
25 paper--whether by signing, filing, submitting, or later advocating it--an attorney or
26 unrepresented party certifies that to the best of the person's knowledge, information, and
27 belief, formed after an inquiry reasonable under the circumstances:

28 (1) it is not being presented for any improper purpose, such as to harass, cause
unnecessary delay, or needlessly increase the cost of litigation;

(2) the claims, defenses, and other legal contentions are warranted by existing law or by
a nonfrivolous argument for extending, modifying, or reversing existing law or for
establishing new law;

1 (3) the factual contentions have evidentiary support or, if specifically so identified, will
2 likely have evidentiary support after a reasonable opportunity for further
investigation or discovery; and

3 (4) the denials of factual contentions are warranted on the evidence or, if specifically so
4 identified, are reasonably based on belief or a lack of information.

5 A claim will be considered groundless or frivolous if there is no credible evidence at trial to
6 support it. *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 134
7 Nev. Adv. Op. 69, 427 P.3d 104, 113 (2018) (citing *Semenza v. Caughlin Crafted Homes*, 111 Nev.
8 1089, 1095, 901 P.2d 684, 687-88 (1995)). *See also Capanna v. Orth*, 134 Nev. Adv. Op. 108, 432
9 P.3d 726, 734 (2018). "Determining whether attorney fees should be awarded under NRS
10 18.010(2)(b) requires the court to inquire into the actual circumstances of the case, 'rather than a
11 hypothetical set of facts favoring plaintiff's averments.'" *Baldonaldo v. Wynn Las Vegas, LLC*, 124
12 Nev. 951, 967-68, 194 P.3d 96, 106-07 (2008) (citations omitted). Per *Brunzell*, the court must
13 analyze whether the requested attorney's fees are reasonable using the following factors:
14

15 (1) the qualities of the advocate: his ability, his training, education, experience, professional
16 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
17 importance, time and skill required, the responsibility imposed and the prominence and
18 character of the parties where they affect the importance of the litigation; (3) the work
19 actually performed by the lawyer: the skill, time and attention given to the work; (4) the
result: whether the attorney was successful and what benefits were derived.

20 *Brunzell v. Golden Gate Nat. Bank*, 95 Nev. 345, 349, 455 P.2d 31, 33 (1969).


21 The Court will grant the Motion because Weiser unreasonably maintained its claim to
22 ownership of the stock by virtue of the July PSA. While the Court awarded Weiser equitable relief,
23 the award was unrelated to Weiser's claims for relief and was an exercise of the Court's equitable
24 jurisdiction over this matter. *See* the FFCLJ 7-8 ¶ 28. Until trial, Weiser indicated its cross-claims
25 were supported by the July PSA. *See* the A&C 10-12. *See also* Trial Ex. 30. At trial, Weiser
26 abandoned the theory that its claim of ownership was supported by the July PSA, and Mr. Livadas
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1 testified the July PSA was meaningless and used for another purpose. The FFCLJ 3-4 ¶ 9. The
2 Court found this testimony extremely troubling, given the consistency with which Weiser had held
3 its position about the July PSA before trial. Had Weiser admitted the July PSA was meaningless
4 before trial, the Court may have been able to dismiss or summarily adjudicate this matter, thus
5 obviating the costs incurred during trial. While Weiser is correct that evidence may develop over
6 the course of a trial, a sudden change in legal theory undermines pretrial procedure and motion
7 practice and can result in the accumulation of needless costs. For these reasons, Weiser
8 unreasonably maintained its claim to ownership by virtue of the July PSA.
9

10 The Court will award \$216,900.50 in attorney's fees because the requested fees are
11 reasonable. Considering the qualities of Mr. Skarpelos' legal team, both Dane Anderson ("Mr.
12 Anderson") and John Murtha ("Mr. Murtha") are experienced litigators with a shared total of 55
13 years of legal experience. *See* the Declaration 2:12-20. Mr. Anderson and Mr. Murtha charged
14 reasonable fees, ranging from \$350.00 to \$375.00 per hour, and billed \$150.00 to \$300.00 per hour
15 for their associates' work. Mr. Skarpelos' legal team worked diligently on this matter over the
16 course of three years, including traveling to Greece to take key depositions and representing Mr.
17 Skarpelos during a five-day bench trial. The number of hours spent on this matter were also
18 reasonable, given the three-year duration of this case and the fact it proceeded to trial. *See* the
19 Declaration Ex. 1, p. 19. Furthermore, Mr. Skarpelos' legal team obtained a successful result in
20 this litigation. Mr. Skarpelos prevailed on his claim for declaratory relief, and he was ultimately
21 declared the owner of the stock. The equitable award to Weiser does not cast doubt on the efficacy
22 of Mr. Skarpelos' legal team, and the Court will award \$216,900.50 in attorney's fees.
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1 **IT IS ORDERED** the MOTION FOR ATTORNEYS' FEES is hereby **GRANTED**.

2 **DATED** this 9 day of August, 2019.

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5 ELLIOTT A. SATTLER
6 District Judge
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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 August, 2019, I deposited in the
4 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:
6
7

8 **CERTIFICATE OF ELECTRONIC SERVICE**

9 I hereby certify that I am an employee of the Second Judicial District Court of the State of
10 Nevada, in and for the County of Washoe; that on the 9 day of August, 2019, I electronically filed
11 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

EXHIBIT 2

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

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

Case No. CV15-02259
Dept. No. 10

10 Plaintiff,

11 vs.

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT

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

15 Defendants.

16 _____/
ATHANASIOS SKARPELOS, an individual,

17 Cross-Claimant,

18 vs.

19 WEISER ASSET MANAGEMENT, LTD., a
20 Bahamas company, and WEISER (BAHAMAS)
21 LTD., a Bahamas company.

22 Cross-Defendants.

23 _____/
WEISER ASSET MANAGEMENT, LTD.,
24 a Bahamas company, WEISER (BAHAMAS), LTD.,
a Bahamas company,

25 Cross-Claimants.

26 vs.

27 ATHANASIOS SKARPELOS, an individual,
28 Cross-defendant.

1 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT**

2 This action came before this Court for a bench trial on January 28, 2019. This is
3 an interpleader action filed by Nevada Agency and Transfer Company ("NATCO"),
4 which was discharged from liability and dismissed from the case prior to trial. The
5 operative pleadings to be resolved by the Court at trial were: (1) the Answer To Amended
6 Complaint and Crossclaim filed by defendant Athanasios Skarpelos ("Skarpelos") on May
7 23, 2016 and (2) the Answer and Cross-Claim filed by defendants Weiser Asset
8 Management, Ltd. ("WAM") and Weiser (Bahamas) Ltd. ("Weiser Capital") (WAM and
9 Weiser Capital are sometimes collectively referred to herein as "Weiser"). As framed by
10 the pleadings, Skarpelos and Weiser asserted competing claims to 3,316,666 shares of
11 stock (the "Disputed Stock") in Anavex Life Sciences Corp. ("Anavex").

12 During the trial, the Court listened to the testimony of the following people:
13 Christos Livadas ("Livadas"), Skarpelos, Alexander Walker ("Walker") and Lambros
14 Pedafronimos ("Pedafronimos"). The Court also reviewed and considered documentary
15 evidence that was admitted at trial.

16 Based on the evidence presented at trial, the Court enters the following findings
17 of fact, conclusions of law and judgment in this matter.

18 **FINDINGS OF FACT**

19 1. WAM is a Class 1 broker-dealer registered with and regulated by the
20 Financial Services Authority and Securities Commission of the Bahamas. WAM is also a
21 registered foreign broker-dealer in Canada, regulated by the Ontario Securities
22 Commission.

23 2. Weiser Capital is an affiliate entity to WAM and provides investment
24 banking advisory services and deal arrangements as an investor and principal on behalf of
25 WAM and its clients. Basically, Weiser Capital would direct clients to WAM. Livadas is
26 the owner and director of Weiser Capital.

27 3. Livadas is also the owner and director of Weiser Holdings, Ltd. ("Weiser
28 Holdings"). Weiser Holdings acquired WAM in 2014 and is now the parent company of

1 WAM. Prior to that acquisition, WAM and Weiser Capital were two entirely separate
2 entities.

3 4. The prior owner of WAM was Equity Trust Bahamas, Ltd. ("Equity
4 Trust"). One of the principals of Equity Trust was Howard Daniels ("Daniels"), who later
5 became one of two contacts that Skarpelos had at WAM in 2011.

6 5. In 2011, Skarpelos applied for and opened an account with WAM.
7 Skarpelos funded the account with his Anavex Stock Certificates Nos. 0660 ("Certificate
8 No. 660") and No. 0753 ("Certificate No. 753"). Certificate 660 represents 92,500 shares
9 of Anavex stock and was issued to Skarpelos in 2007. Certificate 753 represents
10 6,633,332 shares of Anavex stock and was issued to Skarpelos in 2009. In opening the
11 account, Skarpelos was assisted by Daniels and Pedafronimos.

12 6. Skarpelos withdrew money, or had people withdraw money on his behalf,
13 from his WAM account. In doing so, Skarpelos took his account balance into a negative
14 position in the amount of \$153,679.54 as of March 25, 2013.

15 7. In early 2013, Skarpelos caused NATCO to cancel Stock Certificates No.
16 660 and No. 753, falsely reporting them as "lost" when in fact he knew the certificates had
17 been deposited with WAM in 2011.

18 8. On April 2, 2013, there was a sale of 3,316,666 shares of Skarpelos'
19 Anavex stock represented by Certificate 753 to an unidentified third party. Pursuant to
20 this transaction, WAM credited Skarpelos' account in the amount of \$249,580, taking it to
21 a positive balance of \$95,775.46. Thereafter, a substantial portion of that money was
22 withdrawn from Skarpelos' account leaving a balance of \$4,115.36 as of December 31,
23 2013. The withdrawn money was provided from Skarpelos' WAM account to
24 Pedafronimos, and Pedafronimos withdrew that money through transactions in May, July,
25 August and September of 2013 and presumably gave that money to Skarpelos.

26 9. The Answer and Cross-Claim filed by WAM and Weiser Capital claimed
27 ownership of the Disputed Stock under the terms of a July 5, 2013 Stock Sale and
28 Purchase Agreement ("July 2013 PSA"). The July 2013 PSA does not evidence a sale of

1 any kind to anybody. At trial, Livadas testified he used this document for something other
2 than its intended purpose and that, contrary to Weiser's claims throughout this case, it is a
3 meaningless document.

4 10. There is no evidence of a contract between Skarpelos and either WAM or
5 Weiser Capital for the sale of Anavex stock at any time. Although Weiser asserted
6 throughout this case that "it" was the owner of the Disputed Stock by virtue of the July
7 2013 PSA, Livadas and WAM abandoned that claim at trial and instead relied on a new
8 theory that WAM is the owner of the stock by virtue of the April 2, 2013 transaction.
9 However, Livadas also testified that WAM was not even the purchaser of the stock under
10 the April 2, 2013 transaction and that the stock was just transferred through WAM to a
11 third party.

12 11. Weiser Capital had absolutely nothing to do with any sale by Skarpelos of
13 any Anavex stock at any time. At best what happened in this case was that, arguably,
14 WAM was just transferring the stock sold on April 2, 2013 to somebody else. WAM was
15 never intended to be the purchaser of that stock, and there was no such agreement between
16 Skarpelos and WAM.

17 12. No contract was formed for the sale of Anavex stock from Skarpelos to
18 either WAM or Weiser Capital at any time. Because there is no contract between
19 Skarpelos and WAM and/or Weiser Capital, the Weiser claims for declaratory relief,
20 breach of contract and breach of the implied covenant of good faith and fair dealing all
21 fail because they all rely entirely upon the existence of a contract.

22 13. Any conclusion of law set forth below which is more appropriately a
23 finding of fact is hereby incorporated as a finding of fact.

24 CONCLUSIONS OF LAW

25 14. "Basic contract principles require, for an enforceable contract, an offer and
26 acceptance, meeting of the minds, and consideration." *Certified Fire Prot. Inc. v.*
27 *Precision Construction, Inc.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012), citing *May v.*
28 *Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). "A meeting of the minds

1 exists when the parties have agreed upon the contract's essential terms.” *Id.*, citing *Roth v.*
2 *Scott*, 112 Nev. 1078, 1083, 921 P.2d 1262, 1296 (1996). “Which terms are essential
3 depends on the agreement and its context and also on the subsequent conduct of the
4 parties, including the dispute which arises and the remedy sought.” *Id.*, citing
5 Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a contract exists is a
6 question of fact entitled to deference unless clearly erroneous or not based on substantial
7 evidence. *Id.*, citing *May v. Anderson*, 121 Nev. at 672-73, 119 P.3d at 1257.

8 15. When the essential terms of a contract have yet to be agreed upon by the
9 parties, a contract cannot be formed. *Certified Fire*, 128 Nev. at 379, 283 P.3d at 255,
10 citing *Nevada Power Co. v. Public Util. Comm’n*, 122 Nev. 821, 839-840, 138 P.3d 486,
11 498-499 (2006).

12 16. Here, there is no evidence of an offer and acceptance between Skarpelos
13 and either WAM or Weiser Capital, nor is there any meeting of the minds as to the
14 relevant and essential terms of any contract. The Court concludes as a matter of law that
15 there was no contract between Skarpelos and either WAM or Weiser Capital for the sale
16 and purchase of any Anavex stock at any time, must less the Disputed Stock.

17 17. In order to establish a claim for breach of contract, the claiming party must
18 establish: (1) the existence of a valid contract; (2) a breach by the defendant; and (3)
19 damage as a result of the breach. *Saini v. Int’l Game Tech.*, 434 F.Supp.2d 913, 919-920
20 (D. Nev. 2006), citing *Richardson v. Jones*, 1 Nev. 405, 405 (Nev. 1865).

21 18. Because the Court has found that no valid contract existed between
22 Skarpelos and either WAM or Weiser Capital, Weiser’s claim for breach of contract fails.

23 19. In order to establish a claim for breach of the implied covenant of good
24 faith and fair dealing, the claiming party must establish: (1) that the plaintiff and
25 defendant were parties to an agreement; (2) that defendant owed a duty of good faith to
26 the plaintiff; (3) the defendant breached that duty by performing in a manner that is
27 unfaithful to the purpose of the contract; and (4) that plaintiff’s justified expectations were
28

1 denied. *Hilton Hotels Corp. v. Butch Lewis Prod., Inc.*, 107 Nev. 226, 234, 808 P.2d 919,
2 923 (1991).

3 20. Because the Court has found that no valid contract existed between
4 Skarpelos and either WAM or Weiser Capital, Weiser's claim for breach of the implied
5 covenant of good faith and fair dealing fails.

6 21. Although not raised by Weiser's pleadings, the Court further concludes that
7 there is no contract implied-in-fact between Skarpelos and either WAM or Weiser Capital.
8 Quantum meruit applies in actions based upon contracts implied-in-fact. *Certified Fire*,
9 128 Nev. at 379, 283 P.3d at 256. "A contract implied-in-fact must be manifested by
10 conduct; it is a true contract that arises from the tacit agreement of the parties." *Id.*
11 (internal quotations and citations omitted). "To find a contract implied-in-fact, the fact-
12 finder must conclude that the parties intended to contract and promises were exchanged,
13 the general obligations for which must be sufficiently clear. *Id.*, 128 Nev. at 379-380, 238
14 P.3d at 257. "It is at that point that a party may invoke quantum meruit as a gap-filer to
15 supply the absent term." *Id.*, 128 Nev. at 380, 238 P.3d at 257. "Where such a contract
16 exists, then, quantum meruit ensures the laborer receives the reasonable value, usually
17 market price, for his services." *Id.*

18 22. Even if Weiser had timely raised this issue in its pleadings, the Court
19 concludes there is no contract implied-in-fact because there is no evidence that Skarpelos
20 intended to contract with either WAM or Weiser Capital. The Court concludes that the
21 parties to the contract must be identified, and in this case Livadas' testimony was unclear
22 whether WAM or Weiser Capital was the supposed purchaser of the stock. If the Court
23 cannot even establish that basic premise, it cannot find or conclude that there is an oral
24 contract, a written contract, or even an implied-in-fact contract. The Court cannot find or
25 conclude there was a meeting of the minds because neither WAM nor Weiser Capital
26 seems to know who claims to be the owner.

27 23. "When sitting in equity, however, courts must consider the entirety of the
28 circumstances that bear upon the equities." *Shadow Wood Homeowners Ass'n, Inc. v.*

1 *New York Community Bancorp., Inc.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016).
2 “This includes considering the status and actions of all parties involved, including whether
3 an innocent party may be harmed by granting the desired relief.” *Id.*, 366 P.3d at 1115,
4 citing *Smith v. U.S.*, 373 F.2d 419, 424 (4th Cir. 1996) (“Equitable relief will not be
5 granted to the possible detriment of innocent third parties.”) (other citations omitted). It is
6 a “recognized province” of a court sitting in equity to do “complete justice between the
7 parties.” *MacDonald v. Krause*, 77 Nev. 312, 318, 362 P.2d 724, 727 (1961).

8 24. “Interpleader is an equitable proceeding to determine the rights of rival
9 claimants to property held by a third person having no interest therein.” *Balish v.*
10 *Farnham*, 92 Nev. 133, 137, 546 P.2d 1297, 1299 (1976). “In such a proceeding, each
11 claimant is treated as a plaintiff and must recover on the strength of his own right to title
12 and not upon the weakness of his adversary’s. *Id.*, 92 Nev. at 137, 546 P.2d at 1300. In
13 an interpleader action, each claimant must succeed in establishing his right to the property
14 by a preponderance of the evidence. *Midland Ins. Co. v. Friedgood*, 577 F.Supp. 1407
15 (S.D.N.Y. 1984).

16 25. Based on the foregoing, Skarpelos’ single cause of action for declaratory
17 relief is granted. Skarpelos is the owner of all shares of Anavex stock previously
18 represented by Certificates Nos. 660 and 753 and now represented by Certificate No. 975.

19 26. Neither WAM nor Weiser Capital, nor anyone claiming through WAM or
20 Weiser Capital, has any ownership interest in Anavex stock represented by Certificates
21 Nos. 660, 753 or 975.

22 27. Weiser’s claims for declaratory relief, breach of contract and breach of the
23 implied covenant of good faith and fair dealing are all dismissed.

24 28. However, as indicated above, the Court finds that Skarpelos agreed to sell
25 shares on April 2, 2013 to an unknown third party and that, as a result, WAM credited
26 Skarpelos’ account \$249,580 pursuant to that transaction. This credit took the account
27 from a balance of negative \$153,679.54 to a positive balance of \$95,775.46. The Court
28 further found that Skarpelos subsequently withdrew and received a substantial portion of

1 those funds, eventually leaving a balance of \$4,115.36. Therefore, despite Weiser's
2 failure to plead this claim for relief, the Court concludes it has equitable jurisdiction to
3 enter judgment against Skarpelos and in favor of WAM in the total amount of
4 \$245,464.64. Allowing Skarpelos to retain ownership of the Disputed Stock and the funds
5 he received would result in a windfall. This is an obligation that is separate from and
6 independent of Skarpelos' ownership of stock in Anavex and has no bearing on his
7 ownership.

8 29. Any finding of fact set forth above which is more appropriately a
9 conclusion of law is hereby incorporated as a conclusion of law.

10 **JUDGMENT**

11 Based on the foregoing findings of fact and conclusions of law,

12 IT IS HEREBY ORDERED AND ADJUDGED that Athanasios "Tom" Skarpelos
13 is the sole, true and rightful owner of all shares of stock in Anavex Life Sciences Corp.,
14 previously represented by Certificates Nos. 660 and 753 and now represented by
15 Certificate No. 975.

16 IT IS HEREBY FURTHER ORDERED AND ADJUDGED that neither Weiser
17 Asset Management, Ltd. (referred to above as WAM) nor Weiser (Bahamas) Ltd.
18 (referred to above as Weiser Capital) have any claim of ownership to any of the shares
19 previously represented by Certificates No. 660 and 753 and now represented by
20 Certificate No. 975, nor does any other person or entity claiming any ownership to said
21 shares by or through Weiser Asset Management, Ltd. or Weiser (Bahamas) Ltd.

22 IT IS HEREBY FURTHER ORDERED that Nevada Agency and Transfer
23 Company shall take such action as is necessary to reflect in Anavex's stock register,
24 corporate books and records that Athanasios "Tom" Skarpelos is the sole, true and rightful
25 owner of all the legal and equitable interest in all the shares previously represented by
26 Certificates No. 660 and 753 and now represented by Certificate No. 975.

1 IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment is
2 entered against Athanasios "Tom" Skarpelos and in favor of WAM in the total amount of
3 \$245,464.64.

4 Dated this 22 day of April, 2019.

5
6 
DISTRICT JUDGE

1 **1310**

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

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
Bahamas company, ATHANASIOS
15 SKARPELOS, an individual, and DOES 1
through 10,

16 Defendants.

17
18 AND RELATED ACTIONS.

19
20 **CASE APPEAL STATEMENT**

21 Appellants Weiser Asset Management, Ltd., and Weiser (Bahamas) Ltd., (collectively
22 "Weiser") submit the following Case Appeal Statement pursuant to NRAP 3(f):

23 1. Name of appellant filing this case appeal statement: Weiser Asset Management,
24 Ltd., and Weiser (Bahamas) Ltd.

25 2. Identify the judge issuing the decision, judgment, or order appealed from: The
26 Honorable Elliott Sattler of the Second Judicial District Court, County of Washoe, State of
27 Nevada, Case No. CV15-002259, Department 10.

28 3. Identify each appellant and the name and address of counsel for each appellant:

Weiser Asset Management, Ltd., and Weiser (Bahamas) Ltd.

Counsel for Weiser:

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland & Hart LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

4. Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):

Athanasios Skarpelos.

Counsel for Skarpelos:

John F. Murtha, Esq.
Dane W. Anderson, Esq.
Seth J. Adams, Esq.
WOODBURN AND WEDGE
6100 Neil Road, Suite 500
Reno, Nevada 89511

5. Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission): All attorneys identified in response to questions 3 and 4 above are licensed to practice law in Nevada.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court: Weiser was represented by retained counsel in the District Court.

7. Indicate whether appellant is represented by appointed or retained counsel on appeal: Weiser is represented by retained counsel on appeal.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave: Weiser did not seek and was not granted leave to proceed in forma pauperis.

1 9. Indicate the date the proceedings commenced in the district court (e.g., date
2 complaint, indictment, information, or petition was filed): The Complaint was filed and the
3 proceedings commenced in the District Court on November 18, 2015.

4 10. Provide a brief description of the nature of the action and result in the district
5 court, including the type of judgment or order being appealed and the relief granted by the
6 district court: This case was initiated by the Plaintiff Nevada Agency and Transfer Company as
7 an interpleader action to resolve a dispute over ownership of 3,316,666 shares of stock in
8 Anavex Life Sciences Corp. The Plaintiff was discharged from the action in an Order Granting
9 Motion for Discharge on January 23, 2019. A bench trial began on January 28, 2019, to resolve
10 the competing claims between Skarpelos and Weiser. The Court's Findings of Fact, Conclusion
11 of Law and Judgment entered on April 22, 2019 determined that Skarpelos was the owner of
12 the shares and also awarded Weiser \$245,464.64 against Skarpelos. On April 25, 2019,
13 Skarpelos filed a post-judgment Motion for Attorney's Fees. The Court granted the motion on
14 August 9, 2019, awarding Skarpelos \$216,900.50 against Weiser.

15 11. Indicate whether the case has previously been the subject of an appeal to or
16 original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket
17 number of the prior proceeding: Skarpelos has also filed an appeal of this matter as Supreme
18 Court No. 79425, which was noticed on August 15, 2019 and is pending.

19 12. Indicate whether this appeal involves child custody or visitation: This appeal
20 does not involve child custody or visitation.

21 13. If this is a civil case, indicate whether this appeal involves the possibility of
22 settlement: Weiser believes this appeal has a possibility of settlement.

23 //

24
25 //

26
27 //

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

3 DATED this 29th day of August, 2019.

4
5 By /s/ Jeremy J. Nork
6 Jeremy J. Nork (SBN 4017)
7 Frank Z. LaForge (SBN 12246)
8 HOLLAND & HART LLP
9 5441 Kietzke Lane, Second Floor
10 Reno, NV 89511
11 Telephone: (775) 327-3000
12 Facsimile: (775) 786-6179
13 jnork@hollandhart.com
14 fzlaforge@hollandhart.com

15 Attorneys for Defendants/Cross-Claimants
16 Weiser
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CERTIFICATE OF SERVICE

I, Amanda De La Rosa, 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 August 29, 2019, I electronically filed the foregoing **CASE APPEAL STATEMENT**, 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/ Amanda De La Rosa
Amanda De La Rosa

13467130_v1

SECOND JUDICIAL DISTRICT COURT**STATE OF NEVADA****COUNTY OF WASHOE****Case History - CV15-02259****Case Description: NV AGENCY & TRANSFER CO VS WEISER ASSET ET AL (D10)****Case Number: CV15-02259 Case Type: OTHER CIVIL MATTERS - Initially Filed On: 11/18/2015****Parties**

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - ELLIOTT A. SATTLER - D10	Active
PLTF - NEVADA AGENCY AND TRANSFER COMPANY - @1177389	Active
DEFT - WEISER ASSET MANAGEMENT, LTD - @1284936	Active
DEFT - WEISER (BAHAMAS) LTD - @1292675	Active
DEFT - ATHANASIOS SKARPELOS - @1284937	Active
ATTY - Dane W. Anderson, Esq. - 6883	Active
ATTY - Alexander H. Walker III - 8712	Active
ATTY - Jeremy J. Nork, Esq. - 4017	Active
ATTY - Walter Chris Wicker, Esq. - 1037	Party ended on: 1/22/2019 12:00:00AM
ATTY - Frank Z. LaForge, Esq. - 12246	Active
ATTY - Seth J. Adams, Esq - 11034	Active
ATTY - John Francis Murtha, Esq. - 835	Active
ATTY - Clayton P. Brust, Esq. - 5234	Active

Disposed Hearings

- 1 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 8/21/2017 at 16:24:00
Extra Event Text: MOTION TO COMPEL FILED 7-28-17
Event Disposition: S200 - 10/31/2017
- 2 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/27/2018 at 14:53:00
Extra Event Text: ATHANASIOS SKARPELOS MOTION FOR SUMMARY JUDGMENT FILED 3-12-18 -
Event Disposition: S200 - 6/21/2018
- 3 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 5/10/2018 at 15:00:00
Extra Event Text: PRETRIAL CONFERENCE (BENCH TRIAL SET FOR JUNE 4, 2018)(1/2 HOUR) +
Event Disposition: D845 - 4/10/2018
- 4 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/22/2018 at 15:01:00
Extra Event Text: MOTION IN LIMINE
Event Disposition: S200 - 6/29/2018
- 5 Department: D10 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 6/4/2018 at 08:30:00
Extra Event Text: NO. 1 SETTING-BENCH TRIAL-INTERPRETER ACTION (5 DAYS)
Event Disposition: D845 - 4/10/2018
- 6 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 11/13/2018 at 15:00:00
Extra Event Text: PRETRIAL CONFERENCE (TRIAL SET FOR JANUARY 28, 2019 (1/2 HOUR)
Event Disposition: D844 - 11/7/2018
- 7 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 11/15/2018 at 14:30:00
Extra Event Text: PRETRIAL CONFERENCE (BENCH TRIAL SET FOR JANUARY 28, 2019)(1/2 HOUR)
Event Disposition: D844 - 10/30/2018

Report Does Not Contain Sealed Cases or Confidential Information

- 8 Department: D10 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 12/7/2018 at 08:15:00
Extra Event Text: PRETRIAL CONFERENCE (TRIAL SET FOR JANUARY)(1/2 HOUR)
Event Disposition: D435 - 12/7/2018
- 9 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 1/11/2019 at 08:49:00
Extra Event Text: Motion for Discharge
Event Disposition: S200 - 1/23/2019
- 10 Department: D10 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 1/24/2019 at 15:30:00

Event Disposition: D596 - 1/24/2019
- 11 Department: D10 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 1/28/2019 at 08:30:00
Extra Event Text: NO. 2 SETTING-BENCH TRIAL-INTERPLEADER ACTION (5 DAYS)
Event Disposition: D832 - 1/28/2019
- 12 Department: D10 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 1/29/2019 at 08:30:00

Event Disposition: D832 - 1/29/2019
- 13 Department: D10 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 1/30/2019 at 08:30:00

Event Disposition: D832 - 1/30/2019
- 14 Department: D10 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 1/31/2019 at 08:30:00

Event Disposition: D832 - 1/31/2019
- 15 Department: D10 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 2/1/2019 at 09:00:00

Event Disposition: D840 - 2/1/2019
- 16 Department: D10 -- Event: DECISION -- Scheduled Date & Time: 2/6/2019 at 15:00:00
Extra Event Text: (COURT TOOK CASE UNDER ADVISEMENT AT THE CONCLUSION OF THE BENCH TRIAL ON 2/1/19.)
Event Disposition: D435 - 2/6/2019
- 17 Department: D10 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 3/14/2019 at 14:30:00
Extra Event Text: TELEPHONIC CONFERENCE CALL REGARDING COURT'S DIRECTIVE FROM DECISION HEARING (1/2 HOUR)(NO COURT REPT. NEEDED
Event Disposition: D435 - 3/14/2019
- 18 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 4/9/2019 at 14:27:00
Extra Event Text: (I) SKARPELOS' POST-TRIAL BRIEF REGARDING RESTRICTION ON DISPOSITION OF STOCK, FILED ON APRIL 8, 2019; (II) SKARPELOS' R
Event Disposition: S200 - 4/22/2019
- 19 Department: D10 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 4/22/2019 at 10:30:00

Event Disposition: D435 - 4/22/2019
- 20 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 5/21/2019 at 09:14:00
Extra Event Text: MOTION TO RETAX COSTS
Event Disposition: S200 - 8/6/2019
- 21 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/10/2019 at 08:07:00
Extra Event Text: MOTION FOR ATTORNEYS' FEES FILED 4-25-19
Event Disposition: S200 - 8/9/2019

22 Department: D10 -- Event: Request for Submission -- Scheduled Date & Time: 6/10/2019 at 08:06:00
Extra Event Text: SKARPELOS' MOTION TO ALTER OR AMEND JUDGMENT FILED 4-25-19
Event Disposition: S200 - 8/6/2019

Actions

	<u>Filing Date</u>	<u>-</u>	<u>Docket Code & Description</u>
1	11/18/2015	-	\$1425 - \$Complaint - Civil <i>No additional text exists for this entry.</i>
2	11/18/2015	-	COV - **Civil Cover Sheet <i>No additional text exists for this entry.</i>
3	11/18/2015	-	4090 - ** Summons Issued <i>No additional text exists for this entry.</i>
4	11/18/2015	-	PAYRC - **Payment Receipted Additional Text: A Payment of -\$260.00 was made on receipt DCDC521468.
5	1/28/2016	-	1005 - Acceptance of Service Additional Text: JEREMY NORK, ESQ. ACCEPTED SERVICE OBO WEISER ASSET MANAGEMENT, LTD ON 1/28/16 - Transaction 5342229 - Approved By: MCHOLICO : 01-28-2016:14:38:03
6	1/28/2016	-	1005 - Acceptance of Service Additional Text: JOHN MURTHA, ESQ. ACCEPTED SERVICE OBO ATHANASIOS SKARPELOS ON 1/25/16 - Transaction 5342233 - Approved By: MCHOLICO : 01-28-2016:14:39:20
7	1/28/2016	-	NEF - Proof of Electronic Service Additional Text: Transaction 5342449 - Approved By: NOREVIEW : 01-28-2016:14:39:03
8	1/28/2016	-	NEF - Proof of Electronic Service Additional Text: Transaction 5342452 - Approved By: NOREVIEW : 01-28-2016:14:40:11
9	2/18/2016	-	1130 - Answer ... Additional Text: ANSWER TO COMPLAINT AND CROSS-CLAIM (DEFENDANT/CROSS-CLAIMANT SKARPELOS) - Transaction 5375921 - Approved By: MFERNAND : 02-19-2016:08:44:24
10	2/18/2016	-	\$1560 - \$Def 1st Appearance - CV Additional Text: ATHANASIOS SKARPELOS - Transaction 5375921 - Approved By: MFERNAND : 02-19-2016:08:44:24
11	2/19/2016	-	PAYRC - **Payment Receipted Additional Text: A Payment of \$213.00 was made on receipt DCDC530866.
12	2/19/2016	-	NEF - Proof of Electronic Service Additional Text: Transaction 5376407 - Approved By: NOREVIEW : 02-19-2016:08:45:29
13	4/8/2016	-	3370 - Order ... Additional Text: EXEMPTION FROM ARBITRATION - Transaction 5457273 - Approved By: NOREVIEW : 04-08-2016:11:47:35
14	4/8/2016	-	NEF - Proof of Electronic Service Additional Text: Transaction 5457276 - Approved By: NOREVIEW : 04-08-2016:11:48:35
15	4/29/2016	-	4050 - Stipulation ... Additional Text: Consent to File Amended Complaint - Transaction 5491917 - Approved By: MCHOLICO : 04-29-2016:14:56:09

- 16 4/29/2016 - 1090 - Amended Complaint
Additional Text: Transaction 5491917 - Approved By: MCHOLICO : 04-29-2016:14:56:09
- 17 4/29/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5491971 - Approved By: NOREVIEW : 04-29-2016:14:58:34
- 18 5/9/2016 - 4090 - ** Summons Issued
No additional text exists for this entry.
- 19 5/9/2016 - 4090 - ** Summons Issued
No additional text exists for this entry.
- 20 5/23/2016 - 1140 - Answer to Amended Complaint
Additional Text: ANSWER TO AMENDED COMPLAINT AND CROSS CLAIM - Transaction 5528933 - Approved By: CSULEZIC : 05-24-2016:08:07:28
- 21 5/24/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5529140 - Approved By: NOREVIEW : 05-24-2016:08:08:31
- 22 5/24/2016 - 1130 - Answer ...
Additional Text: WEISER'S ANSWER AND CROSSCLAIM - Transaction 5529401 - Approved By: RKWATKIN : 05-24-2016:09:57:34
- 23 5/24/2016 - \$1560 - \$Def 1st Appearance - CV
Additional Text: WEISER ASSET MANAGEMENT, LTD., A BAHAMAS COMPANY - Transaction 5529401 - Approved By: RKWATKIN : 05-24-2016:09:57:34
- 24 5/24/2016 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$213.00 was made on receipt DCDC541368.
- 25 5/24/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5529510 - Approved By: NOREVIEW : 05-24-2016:10:00:20
- 26 6/15/2016 - 1155 - Answer to Cross Claim
Additional Text: WEISER'S ANSWER TO SKARPELOS' CROSS-CLAIM - Transaction 5564301 - Approved By: CSULEZIC : 06-16-2016:08:52:59
- 27 6/16/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5564552 - Approved By: NOREVIEW : 06-16-2016:08:53:58
- 28 6/17/2016 - 1155 - Answer to Cross Claim
Additional Text: SKARPELOS' ANSWER TO WEISER'S CROSS-CLAIM - Transaction 5567421 - Approved By: YVILORIA : 06-17-2016:11:52:01
- 29 6/17/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5567560 - Approved By: NOREVIEW : 06-17-2016:11:52:58
- 30 8/23/2016 - 1835 - Joint Case Conference Report
Additional Text: Transaction 5673073 - Approved By: SWOLFE : 08-23-2016:15:38:33
- 31 8/23/2016 - NEF - Proof of Electronic Service
Additional Text: Transaction 5673536 - Approved By: NOREVIEW : 08-23-2016:15:40:30
- 32 3/21/2017 - 3370 - Order ...
Additional Text: ORDER FOR RESPONSE OR DISMISSAL - Transaction 6009748 - Approved By: NOREVIEW : 03-21-2017:12:30:18
- 33 3/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6009753 - Approved By: NOREVIEW : 03-21-2017:12:31:16

- 34 3/31/2017 - 3696 - Pre-Trial Order
Additional Text: Transaction 6026965 - Approved By: NOREVIEW : 03-31-2017:10:07:02
- 35 3/31/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6026974 - Approved By: NOREVIEW : 03-31-2017:10:08:13
- 36 4/13/2017 - 1250E - Application for Setting eFile
Additional Text: FOR PRETRIAL CONFERENCE ON MAY 10, 2018, AT 3:00 P.M. AND BENCH TRIAL ON JUNE 4, 2018, AT 8:30 A.M. - Transaction 6049873 - Approved By: NOREVIEW : 04-13-2017:11:50:53
- 37 4/13/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6049879 - Approved By: NOREVIEW : 04-13-2017:11:51:51
- 38 4/21/2017 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER TO VACATE EARLY PRETRIAL SCHEDULING CONFERENCE AND TO SET SCHEDULING ORDER - Transaction 6064021 - Approved By: NOREVIEW : 04-21-2017:11:39:32
- 39 4/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6064027 - Approved By: NOREVIEW : 04-21-2017:11:40:32
- 40 7/28/2017 - 2490 - Motion ...
Additional Text: MOTION TO COMPEL - Transaction 6221770 - Approved By: CSULEZIC : 07-31-2017:08:16:35
- 41 7/31/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6221882 - Approved By: NOREVIEW : 07-31-2017:08:17:30
- 42 8/14/2017 - 2645 - Opposition to Mtn ...
Additional Text: Weiser's Opposition to Motion to Compel - Transaction 6248340 - Approved By: CSULEZIC : 08-14-2017:16:54:16
- 43 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6248753 - Approved By: NOREVIEW : 08-14-2017:16:55:08
- 44 8/21/2017 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO COMPEL - Transaction 6259974 - Approved By: YVILORIA : 08-21-2017:16:13:41
- 45 8/21/2017 - 3860 - Request for Submission
Additional Text: Transaction 6259989 - Approved By: YVILORIA : 08-21-2017:16:17:57
DOCUMENT TITLE: MOTION TO COMPEL FILED 7-28-17
PARTY SUBMITTING: JOHN F MURTHA ESQ
DATE SUBMITTED: AUG 21, 2017
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 46 8/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260249 - Approved By: NOREVIEW : 08-21-2017:16:15:39
- 47 8/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260281 - Approved By: NOREVIEW : 08-21-2017:16:18:55
- 48 10/31/2017 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 6371439 - Approved By: NOREVIEW : 10-31-2017:10:15:25
- 49 10/31/2017 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 50 10/31/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6371443 - Approved By: NOREVIEW : 10-31-2017:10:16:15

- 51 11/17/2017 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 6399838 - Approved By: NOREVIEW : 11-17-2017:08:52:37
- 52 11/17/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6399840 - Approved By: NOREVIEW : 11-17-2017:08:53:28
- 53 12/13/2017 - 4047 - Stip Extension of Time ...
Additional Text: STIPULATION TO EXTEND DISCOVERY DEADLINE AS TO DEPOSITIONS ONLY - Transaction 6437142 - Approved By: YVILORIA : 12-13-2017:11:28:11
- 54 12/13/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6437166 - Approved By: NOREVIEW : 12-13-2017:11:29:04
- 55 12/14/2017 - 4085 - Summons Filed
Additional Text: DFX: FILED INTO WRONG CASE - Transaction 6438953 - Approved By: YVILORIA : 12-14-2017:11:14:53

STRICKEN PER COURT ORDER FILED 12/18/17 - RW
- 56 12/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6439069 - Approved By: NOREVIEW : 12-14-2017:11:16:16
- 57 12/14/2017 - 3030 - Ord Granting Extension Time
Additional Text: ORDER ON STIPULATION TO EXTEND DISCOVERY DEADLINE AS TO DEPOSITIONS ONLY - Transaction 6439947 - Approved By: NOREVIEW : 12-14-2017:15:29:31
- 58 12/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6439950 - Approved By: NOREVIEW : 12-14-2017:15:32:12
- 59 12/18/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: Transaction 6444050 - Approved By: NOREVIEW : 12-18-2017:15:53:59
- 60 12/18/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6444059 - Approved By: NOREVIEW : 12-18-2017:15:54:58
- 61 2/28/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF CHRISTOS LIVADAS - Transaction 6555321 - Approved By: YVILORIA : 02-28-2018:16:38:49
- 62 2/28/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION - ELIAS SOURSOS 03/20/2018 @ 3:30 PM - Transaction 6555334 - Approved By: SWILLIAM : 02-28-2018:16:41:00
- 63 2/28/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF HOWARD DANIELS - Transaction 6555349 - Approved By: YVILORIA : 02-28-2018:16:45:38
- 64 2/28/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR WEISER ASSET MANAGEMENT LTD - Transaction 6555368 - Approved By: YVILORIA : 02-28-2018:16:49:07
- 65 2/28/2018 - 2582 - Notice of Taking Deposition
Additional Text: NOTICE OF TAKING DEPOSITION OF PERSON MOST KNOWLEDGEABLE FOR WEISER (BAHAMAS) LTD - Transaction 6555379 - Approved By: YVILORIA : 02-28-2018:16:50:01
- 66 2/28/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6555409 - Approved By: NOREVIEW : 02-28-2018:16:39:54
- 67 2/28/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6555417 - Approved By: NOREVIEW : 02-28-2018:16:42:01

- 68 2/28/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6555435 - Approved By: NOREVIEW : 02-28-2018:16:46:45
- 69 2/28/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6555465 - Approved By: NOREVIEW : 02-28-2018:16:51:40
- 70 2/28/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6555468 - Approved By: NOREVIEW : 02-28-2018:16:51:42
- 71 3/12/2018 - \$2200 - \$Mtn for Summary Judgment
Additional Text: ATHANASIOS SKARPELOS' MOTION FOR SUMMARY JUDGMENT - Transaction 6573283 - Approved By: CSULEZIC : 03-13-2018:09:27:36
- 72 3/12/2018 - 1075 - Affidavit ...
Additional Text: AFFIDAVIT OF JOHN F. MURTHA IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT - Transaction 6573303 - Approved By: YVILORIA : 03-12-2018:16:53:29
- 73 3/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6573318 - Approved By: NOREVIEW : 03-12-2018:16:54:27
- 74 3/12/2018 - 1075 - Affidavit ...
Additional Text: Affidavit of Athanasios Skarpepos in Support of Motion For Summary Judgment - Transaction 6573337 - Approved By: CSULEZIC : 03-13-2018:09:28:32
- 75 3/13/2018 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC603215.
- 76 3/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6573651 - Approved By: NOREVIEW : 03-13-2018:09:28:47
- 77 3/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6573660 - Approved By: NOREVIEW : 03-13-2018:09:29:43
- 78 3/21/2018 - 2245 - Mtn in Limine
Additional Text: ATHANASIOS SKARPELOS' MOTION IN LIMINE - Transaction 6588950 - Approved By: CSULEZIC : 03-21-2018:16:03:09
- 79 3/21/2018 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF JOHN F. MURTHA IN SUPPORT OF SKARPELOS' MOTION IN LIMINE - Transaction 6588979 - Approved By: YVILORIA : 03-21-2018:15:35:44
- 80 3/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6589196 - Approved By: NOREVIEW : 03-21-2018:15:36:32
- 81 3/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6589340 - Approved By: NOREVIEW : 03-21-2018:16:04:06
- 82 3/27/2018 - 4047 - Stip Extension of Time ...
Additional Text: SECOND STIPULATION TO EXTEND DISCOVERY DEADLINE AS TO DEPOSITIONS ONLY - Transaction 6598288 - Approved By: YVILORIA : 03-27-2018:14:03:38
- 83 3/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6598351 - Approved By: NOREVIEW : 03-27-2018:14:04:51
- 84 4/3/2018 - 3030 - Ord Granting Extension Time
Additional Text: ORDER ON SECOND STIPULATION TO EXTEND DISCOVERY DEADLINE AS TO DEPOSITIONS ONLY - Transaction 6609250 - Approved By: NOREVIEW : 04-03-2018:10:55:07

- 85 4/3/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6609266 - Approved By: NOREVIEW : 04-03-2018:10:57:03
- 86 4/5/2018 - 4045 - Stipulation to Continuance
Additional Text: Stipulation to Continue Pretrial Conference and Trial - Transaction 6615353 - Approved By: CSULEZIC : 04-05-2018:16:52:31
- 87 4/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6615367 - Approved By: NOREVIEW : 04-05-2018:16:53:29
- 88 4/10/2018 - 3020 - Ord Granting Continuance
Additional Text: ORDER CONTINUING PRETRIAL CONFERENCE AND TRIAL; PARTIES WILL RESET BOTH WITHIN 10 DAYS - Transaction 6622116 - Approved By: NOREVIEW : 04-10-2018:16:01:07
- 89 4/10/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6622125 - Approved By: NOREVIEW : 04-10-2018:16:02:23
- 90 4/12/2018 - 1250E - Application for Setting eFile
Additional Text: FOR PRETRIAL CONFERENCE ON NOVEMBER 15, 2018, AT 2:30 P.M. AND BENCH TRIAL ON JANUARY 28, 2019, AT 8:30 A.M. - Transaction 6625551 - Approved By: NOREVIEW : 04-12-2018:10:26:16
- 91 4/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6625560 - Approved By: NOREVIEW : 04-12-2018:10:27:15
- 92 4/12/2018 - 2650 - Opposition to ...
Additional Text: DFX: EXHIBITS PRESENTED ALPHABETICAL INSTEAD OF NUMERICAL - WEISER'S OPPOSITION TO SKARPELO'S MOTION FOR SUMMARY JUDGMENT - Transaction 6627492 - Approved By: YVILORIA : 04-12-2018:16:44:43
- 93 4/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6627515 - Approved By: NOREVIEW : 04-12-2018:16:46:09
- 94 4/12/2018 - 2650 - Opposition to ...
Additional Text: DFX: EXHIBITS PRESENTED ALPHABETICAL INSTEAD OF NUMERICAL - WEISER'S OPPOSITION TO SKARPELO'S MOTION IN LIMINE - Transaction 6627519 - Approved By: YVILORIA : 04-12-2018:16:47:57
- 95 4/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6627530 - Approved By: NOREVIEW : 04-12-2018:16:49:10
- 96 4/27/2018 - 3795 - Reply...
Additional Text: ATHANASIOS SKARPELOS REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT - Transaction 6652596 - Approved By: YVILORIA : 04-27-2018:14:51:02
- 97 4/27/2018 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF JOHN F. MURTHA IN SUPPORT OF ATHANASIOS SKARPELOS REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT - Transaction 6652610 - Approved By: YVILORIA : 04-27-2018:14:52:32
- 98 4/27/2018 - 3860 - Request for Submission
Additional Text: Transaction 6652621 - Approved By: YVILORIA : 04-27-2018:14:52:58
DOCUMENT TITLE: ATHANASIOS SKARPELOS MOTION FOR SUMMARY JUDGMENT FILED 3-12-18 -
PARTY SUBMITTING: JOHN F MURTHA ESQ
DATE SUBMITTED: APR 27, 2018
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 99 4/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6652633 - Approved By: NOREVIEW : 04-27-2018:14:52:05
- 100 4/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6652640 - Approved By: NOREVIEW : 04-27-2018:14:53:37

- 101 4/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6652642 - Approved By: NOREVIEW : 04-27-2018:14:54:00
- 102 4/27/2018 - 3795 - Reply...
Additional Text: ATHANASIOS SKARPELOS REPLY IN SUPPORT OF MOTION IN LIMINE - Transaction 6653001 - Approved By: YVILORIA : 04-27-2018:16:42:37
- 103 4/27/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6653052 - Approved By: NOREVIEW : 04-27-2018:16:44:03
- 104 5/1/2018 - 4047 - Stip Extension of Time ...
Additional Text: THIRD STIPULATION TO EXTEND DISCOVERY DEADLINES AS TO DEPOSITIONS ONLYFor Discovery Deadline as to Depositions Only - Transaction 6657934 - Approved By: CSULEZIC : 05-01-2018:16:57:24
- 105 5/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6658050 - Approved By: NOREVIEW : 05-01-2018:16:59:27
- 106 5/4/2018 - 3030 - Ord Granting Extension Time
Additional Text: ORDER ON THIRD STIPULATION TO EXTEND DISCOVERY DEADLINE AS TO DEPOSITIONS ONLY - Transaction 6663500 - Approved By: NOREVIEW : 05-04-2018:10:50:14
- 107 5/4/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6663508 - Approved By: NOREVIEW : 05-04-2018:10:51:34
- 108 5/22/2018 - 3860 - Request for Submission
Additional Text: Transaction 6692234 - Approved By: CVERA : 05-22-2018:14:58:46
DOCUMENT TITLE: MOTION IN LIMINE
PARTY SUBMITTING: JOHN FRANCIS MURTHA, ESQ.
DATE SUBMITTED: 05/22/18
SUBMITTED BY: CVERA
DATE RECEIVED JUDGE OFFICE:
- 109 5/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6692292 - Approved By: NOREVIEW : 05-22-2018:14:59:44
- 110 6/21/2018 - 2840 - Ord Denying ...
Additional Text: ORDER DENYING ATHANASIOS SKARPELOS'S MOTION FOR SUMMARY JUDGMENT - Transaction 6740572 - Approved By: NOREVIEW : 06-21-2018:14:37:25
- 111 6/21/2018 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 112 6/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6740581 - Approved By: NOREVIEW : 06-21-2018:14:38:34
- 113 6/29/2018 - 2842 - Ord Denying Motion
Additional Text: ORDER DENYING SKARPELOS MOTION IN LIMINE - Transaction 6754964 - Approved By: NOREVIEW : 06-29-2018:13:36:49
- 114 6/29/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6754969 - Approved By: NOREVIEW : 06-29-2018:13:37:44
- 115 6/29/2018 - S200 - Request for Submission Complet
Additional Text: ON SKARPELOS MOTION IN LIMINE-DENIED-JUNE 29, 2018
- 116 10/22/2018 - 2610 - Notice ...
Additional Text: NOTICE OF SERVICE OF SUBPOENA DUCES TECUM - Transaction 6941054 - Approved By: CVERA : 10-23-2018:09:09:18

- 117 10/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6941381 - Approved By: NOREVIEW : 10-23-2018:09:10:08
- 118 10/30/2018 - 1250E - Application for Setting eFile
Additional Text: FOR PRETRIAL CONFERENCE ON NOVEMBER 13, 2018, AT 3:00 P.M. - Transaction 6952624 - Approved By: NOREVIEW : 10-30-2018:10:29:53
- 119 10/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6952627 - Approved By: NOREVIEW : 10-30-2018:10:30:53
- 120 10/30/2018 - 2520 - Notice of Appearance
Additional Text: DANE ANDERSON, ESQ. FOR ATHANASIOS SKARPELOS - Transaction 6952637 - Approved By: PMSEWELL : 10-30-2018:10:38:06
- 121 10/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6952662 - Approved By: NOREVIEW : 10-30-2018:10:39:07
- 122 11/5/2018 - 2630 - Objection to ...
Additional Text: OBJECTION TO SUBPOENA DUCES TECUM - Transaction 6962884 - Approved By: YVILORIA : 11-05-2018:15:57:12
- 123 11/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6963028 - Approved By: NOREVIEW : 11-05-2018:16:00:08
- 124 11/7/2018 - 3370 - Order ...
Additional Text: ORDER RESETTING PRETRIAL CONFERENCE TO DECEMBER 7, 2018, AT 8:15 A.M. - Transaction 6965936 - Approved By: NOREVIEW : 11-07-2018:11:01:39
- 125 11/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6965940 - Approved By: NOREVIEW : 11-07-2018:11:02:55
- 126 11/15/2018 - 3880 - Response...
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S RESPONSE TO OBJECTION TO SUBPOENA DUCES TECUM - Transaction 6979631 - Approved By: YVILORIA : 11-15-2018:16:25:17
- 127 11/15/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6979658 - Approved By: NOREVIEW : 11-15-2018:16:26:32
- 128 12/5/2018 - 2490 - Motion ...
Additional Text: MOTION FOR DISCHARGE - Transaction 7007763 - Approved By: PMSEWELL : 12-05-2018:10:31:40
- 129 12/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7007839 - Approved By: NOREVIEW : 12-05-2018:10:32:42
- 130 12/7/2018 - MIN - ***Minutes
Additional Text: 12/7/18 - PRETRIAL CONFERENCE - Transaction 7013564 - Approved By: NOREVIEW : 12-07-2018:12:02:38
- 131 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7013580 - Approved By: NOREVIEW : 12-07-2018:12:04:16
- 132 12/11/2018 - 2610 - Notice ...
Additional Text: NOTICE OF NON-OPPOSITION TO PLAINTIFF'S MOTION FOR DISCHARGE - Transaction 7018773 - Approved By: YVILORIA : 12-11-2018:16:57:36
- 133 12/11/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7019458 - Approved By: NOREVIEW : 12-11-2018:16:58:44
- 134 12/21/2018 - 2491 - NRCP 16.1 Doc/Designation

- Additional Text: DEFENDANT/CROSS-CLAIMANT ATHANASIOS SKARPELOS' PRETRIAL DISCLOSURES - Transaction 7035918 - Approved By: YVILORIA : 12-21-2018:10:10:59
- 135 12/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7035964 - Approved By: NOREVIEW : 12-21-2018:10:13:07
- 136 12/31/2018 - 2491 - NRCP 16.1 Doc/Designation
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S PRETRIAL DISCLOSURES - Transaction 7044554 - Approved By: YVILORIA : 12-31-2018:10:48:45
- 137 12/31/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7044607 - Approved By: NOREVIEW : 12-31-2018:10:49:52
- 138 1/11/2019 - 3860 - Request for Submission
Additional Text: Transaction 7062832 - Approved By: KTOMBOW : 01-11-2019:08:49:28
DOCUMENT TITLE: MOTION FOR DISCHARGE
PARTY SUBMITTING: ALEXANDER WALKER
DATE SUBMITTED: 1/11/19
SUBMITTED BY: KTOMBOW
DATE RECEIVED JUDGE OFFICE:
- 139 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7062980 - Approved By: NOREVIEW : 01-11-2019:08:50:21
- 140 1/11/2019 - 2630 - Objection to ...
Additional Text: SKARPELO'S OBJECTIONS TO WEISER'S PRETRIAL DISCLOSURES - Transaction 7064666 - Approved By: YVILORIA : 01-11-2019:16:42:19
- 141 1/11/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7064777 - Approved By: NOREVIEW : 01-11-2019:16:43:32
- 142 1/17/2019 - 4050 - Stipulation ...
Additional Text: STIPULATION TO MOTION FOR DISCHARGE - Transaction 7072505 - Approved By: CSULEZIC : 01-17-2019:09:58:40
- 143 1/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7072663 - Approved By: NOREVIEW : 01-17-2019:10:01:19
- 144 1/18/2019 - 2520 - Notice of Appearance
Additional Text: NOTICE OF APPEARANCE: SETH J ADAMS ESQ IN PLACE OF W. CHRIS WICKER ESQ / DEFT ATHANASIOS SKARPELOS - Transaction 7077032 - Approved By: YVILORIA : 01-22-2019:08:33:26
- 145 1/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7077391 - Approved By: NOREVIEW : 01-22-2019:08:34:45
- 146 1/23/2019 - 3060 - Ord Granting Mtn ...
Additional Text: ORDER GRANTING MOTION FOR DISCHARGE - Transaction 7080955 - Approved By: NOREVIEW : 01-23-2019:12:39:37
- 147 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7080961 - Approved By: NOREVIEW : 01-23-2019:12:42:52
- 148 1/23/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING MOTION FOR DISCHARGE FILED JANUARY 23, 2019
- 149 1/23/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7081721 - Approved By: NOREVIEW : 01-23-2019:15:26:32
- 150 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7081736 - Approved By: NOREVIEW : 01-23-2019:15:28:05

- 151 1/23/2019 - 4210 - Trial Statement - Defendant
Additional Text: DEFENDANT /CROSS-CLAIMANT A THANASIOS SKARPELOS' TRIAL STATEMENT - Transaction 7081910 - Approved By: CSULEZIC : 01-23-2019:16:44:58
- 152 1/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7082106 - Approved By: NOREVIEW : 01-23-2019:16:46:44
- 153 1/23/2019 - 4210 - Trial Statement - Defendant
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S TRIAL STATEMENT - Transaction 7082159 - Approved By: CSULEZIC : 01-24-2019:09:03:13
- 154 1/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7082433 - Approved By: NOREVIEW : 01-24-2019:09:04:11
- 155 1/28/2019 - MIN - ***Minutes
Additional Text: 1/28/19 - BENCH TRIAL (DAY 1) - Transaction 7089420 - Approved By: NOREVIEW : 01-28-2019:17:01:20
- 156 1/28/2019 - 1595 - Deposition ...
Additional Text: DEPOSITION OF CHRISTOS LIVADAS, DATED 10/23/18; OPENED & PUBLISHED ON 1/28/19.
- 157 1/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7089426 - Approved By: NOREVIEW : 01-28-2019:17:02:44
- 158 1/29/2019 - MIN - ***Minutes
Additional Text: 1/29/19 - BENCH TRIAL (DAY 2) - Transaction 7091869 - Approved By: NOREVIEW : 01-29-2019:16:22:39
- 159 1/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7091879 - Approved By: NOREVIEW : 01-29-2019:16:23:44
- 160 1/30/2019 - 1595 - Deposition ...
Additional Text: DEPOSITION OF ATHANASIOS SKARPELOS, DATED 10/24/18; OPENED & PUBLISHED ON 1/30/19.
- 161 1/30/2019 - MIN - ***Minutes
Additional Text: 1/30/19 - BENCH TRIAL (DAY 3) - Transaction 7094634 - Approved By: NOREVIEW : 01-30-2019:17:01:18
- 162 1/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7094637 - Approved By: NOREVIEW : 01-30-2019:17:02:19
- 163 1/31/2019 - MIN - ***Minutes
Additional Text: 1/31/19 - BENCH TRIAL (DAY 4) - Transaction 7096665 - Approved By: NOREVIEW : 01-31-2019:16:04:40
- 164 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7096718 - Approved By: NOREVIEW : 01-31-2019:16:07:58
- 165 1/31/2019 - 1595 - Deposition ...
Additional Text: DEPOSITION OF LAMBROS PEDAFRONIMOS, DATED 10/23/18; OPENED & PUBLISHED ON 1/31/19.
- 166 2/1/2019 - MIN - ***Minutes
Additional Text: 2/1/19 - BENCH TRIAL (DAY 5) - Transaction 7098244 - Approved By: NOREVIEW : 02-01-2019:12:25:57
- 167 2/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7098251 - Approved By: NOREVIEW : 02-01-2019:12:27:10
- 168 2/8/2019 - COC - Evidence Chain of Custody Form
No additional text exists for this entry.

- 169 2/8/2019 - 4185 - Transcript
Additional Text: 2/6/19 - Transcript of Proceedings - Transaction 7109993 - Approved By: NOREVIEW : 02-08-2019:12:15:16
- 170 2/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7109996 - Approved By: NOREVIEW : 02-08-2019:12:16:14
- 171 2/25/2019 - MIN - ***Minutes
Additional Text: 2/6/19 - DECISION HEARING - Transaction 7133001 - Approved By: NOREVIEW : 02-25-2019:11:00:50
- 172 2/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7133011 - Approved By: NOREVIEW : 02-25-2019:11:02:20
- 173 3/15/2019 - MIN - ***Minutes
Additional Text: 3/14/19 - CONFERENCE CALL - Transaction 7168276 - Approved By: NOREVIEW : 03-15-2019:10:18:43
- 174 3/15/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7168283 - Approved By: NOREVIEW : 03-15-2019:10:19:48
- 175 4/3/2019 - 2630 - Objection to ...
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S OBJECTIONS TO FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT - Transaction 7200122 - Approved By: YVILORIA : 04-03-2019:14:57:34
- 176 4/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7200166 - Approved By: NOREVIEW : 04-03-2019:14:59:09
- 177 4/8/2019 - 3675 - Post Trial Brief
Additional Text: SKARPELOS' POST-TRIAL BRIEF REGARDING RESTRICTION ON DISPOSITION OF STOCK - Transaction 7207318 - Approved By: YVILORIA : 04-08-2019:16:12:32
- 178 4/8/2019 - 3880 - Response...
Additional Text: SKARPELOS' RESPONSES TO WEISER'S OBJECTIONS TO FINDINGS OF FACT CONCLUSIONS OF LAW AND JUDGMENT - Transaction 7207325 - Approved By: YVILORIA : 04-08-2019:16:13:50
- 179 4/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7207436 - Approved By: NOREVIEW : 04-08-2019:16:13:27
- 180 4/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7207447 - Approved By: NOREVIEW : 04-08-2019:16:14:58
- 181 4/8/2019 - 4105 - Supplemental ...
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S SUPPLEMENTAL BRIEF PURSUANT TO COURT ORDER - Transaction 7207611 - Approved By: CSULEZIC : 04-09-2019:09:06:07
- 182 4/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7207958 - Approved By: NOREVIEW : 04-09-2019:09:07:05
- 183 4/9/2019 - 3860 - Request for Submission
Additional Text: JOINT REQUEST FOR SUBMISSION - Transaction 7208976 - Approved By: YVILORIA : 04-09-2019:14:25:41
DOCUMENT TITLE: (I) SKARPELOS' POST-TRIAL BRIEF REGARDING RESTRICTION ON DISPOSITION OF STOCK, FILED ON APRIL 8, 2019; (II) SKARPELOS' RESPONSES TO WEISER'S OBJECTIONS TO FINDINGS OF FACT, CONCLUSION OF LAW AND JUDGMENT, FILED ON APRIL 8, 2019
PARTY SUBMITTING: DANE ANDERSON ESQ
DATE SUBMITTED: 4-9-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 184 4/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7209343 - Approved By: NOREVIEW : 04-09-2019:14:27:53

- 185 4/22/2019 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 7231380 - Approved By: NOREVIEW : 04-22-2019:14:07:09
- 186 4/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7231391 - Approved By: NOREVIEW : 04-22-2019:14:08:32
- 187 4/22/2019 - S200 - Request for Submission Complet
Additional Text: FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT FILED APRIL 22, 2019
- 188 4/22/2019 - 2545 - Notice of Entry ...
Additional Text: of Findings of Fact, Conclusions of Law, and Judgment - Transaction 7231820 - Approved By: NOREVIEW : 04-22-2019:15:30:51
- 189 4/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7231827 - Approved By: NOREVIEW : 04-22-2019:15:32:08
- 190 4/22/2019 - MIN - ***Minutes
Additional Text: 4/22/19 - CONFERENCE CALL - Transaction 7232047 - Approved By: NOREVIEW : 04-22-2019:16:09:47
- 191 4/22/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7232085 - Approved By: NOREVIEW : 04-22-2019:16:13:25
- 192 4/25/2019 - 1952 - Memorandum of Disbursements
Additional Text: VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS - Transaction 7237805 - Approved By: YVILORIA : 04-25-2019:13:14:14
- 193 4/25/2019 - 1075 - Affidavit ...
Additional Text: AFFIDAVIT OF DANE W. ANDERSON IN SUPPORT OF VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS - Transaction 7237805 - Approved By: YVILORIA : 04-25-2019:13:14:14
- 194 4/25/2019 - 1520 - Declaration
Additional Text: DECLARATION OF DANE W. ANDERSON IN SUPPORT OF MOTIO NFOR ATTORNEYS' FEES - Transaction 7237886 - Approved By: YVILORIA : 04-25-2019:13:29:25
- 195 4/25/2019 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTIO NFOR ATTORNEY'S FEES - Transaction 7237886 - Approved By: YVILORIA : 04-25-2019:13:29:25
- 196 4/25/2019 - 2250 - Mtn Alter or Amend Judgment
Additional Text: SKARPELOS' MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7237893 - Approved By: YVILORIA : 04-25-2019:13:30:21
- 197 4/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7238261 - Approved By: NOREVIEW : 04-25-2019:13:15:26
- 198 4/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7238340 - Approved By: NOREVIEW : 04-25-2019:13:30:32
- 199 4/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7238343 - Approved By: NOREVIEW : 04-25-2019:13:31:20
- 200 5/1/2019 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER FOR EXTENSION OF TIME - Transaction 7248183 - Approved By: NOREVIEW : 05-01-2019:15:00:18
- 201 5/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7248198 - Approved By: NOREVIEW : 05-01-2019:15:02:06

- 202 5/3/2019 - 2430 - Mtn to Retax Costs
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S MOTION TO RETAX COSTS - Transaction 7252856 - Approved By: CSULEZIC : 05-03-2019:16:35:32
- 203 5/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7253194 - Approved By: NOREVIEW : 05-03-2019:16:38:53
- 204 5/7/2019 - 3980 - Stip and Order...
Additional Text: STIPULATION AND ORDER FOR EXTENSION OF TIME - Transaction 7257078 - Approved By: NOREVIEW : 05-07-2019:11:48:55
- 205 5/7/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7257085 - Approved By: NOREVIEW : 05-07-2019:11:50:14
- 206 5/14/2019 - 2650 - Opposition to ...
Additional Text: OPPOSITION TO MOTION TO RETAX COSTS - Transaction 7268697 - Approved By: YVILORIA : 05-14-2019:14:21:50
- 207 5/14/2019 - 1520 - Declaration
Additional Text: DECLARATION OF DANE W. ANDERSON IN SUPPORT OF OPPOSITION TO MOTION TO RETAX COSTS - Transaction 7268697 - Approved By: YVILORIA : 05-14-2019:14:21:50
- 208 5/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7269069 - Approved By: NOREVIEW : 05-14-2019:14:24:03
- 209 5/20/2019 - 3795 - Reply...
Additional Text: DEFENDANT/CROSS-CLAIMANT WEISER'S REPLY IN SUPPORT OF MOTION TO RETAX COSTS - Transaction 7279546 - Approved By: SACORDAG : 05-21-2019:08:55:47
- 210 5/20/2019 - 3860 - Request for Submission
Additional Text: Transaction 7279554 - Approved By: SACORDAG : 05-21-2019:09:11:06
DOCUMENT TITLE: MOTION TO RETAX COSTS
PARTY SUBMITTING: JEREMY NORK, ESQ
DATE SUBMITTED: 05/21/2019
SUBMITTED BY: SJA
DATE RECEIVED JUDGE OFFICE:
- 211 5/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7279838 - Approved By: NOREVIEW : 05-21-2019:08:57:41
- 212 5/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7279906 - Approved By: NOREVIEW : 05-21-2019:09:12:51
- 213 5/21/2019 - 3980 - Stip and Order...
Additional Text: SECOND STIPULATION AND ORDER FOR EXTENSION OF TIME - Transaction 7280576 - Approved By: NOREVIEW : 05-21-2019:11:39:29
- 214 5/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7280584 - Approved By: NOREVIEW : 05-21-2019:11:40:45
- 215 5/24/2019 - 2645 - Opposition to Mtn ...
Additional Text: WEISER'S OPPOSITION TO SKARPELO'S MOTION FOR ATTORNEY'S FEES - Transaction 7289119 - Approved By: YVILORIA : 05-28-2019:08:11:30
- 216 5/24/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS/CROSS-CLAIMANTS WEISER'S OPPOSITION TO SKARPELO'S MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7289124 - Approved By: YVILORIA : 05-28-2019:08:14:17
- 217 5/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7289384 - Approved By: NOREVIEW : 05-28-2019:08:12:24

- 218 5/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7289390 - Approved By: NOREVIEW : 05-28-2019:08:15:03
- 219 5/28/2019 - 4047 - Stip Extension of Time ...
Additional Text: Transaction 7290423 - Approved By: SACORDAG : 05-28-2019:13:49:18
- 220 5/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7290561 - Approved By: NOREVIEW : 05-28-2019:13:51:43
- 221 5/29/2019 - 3030 - Ord Granting Extension Time
Additional Text: ORDER GRANTING STIPULATION FOR EXTENSION OF TIME (FIRST REQUEST) - Transaction 7292874 - Approved By: NOREVIEW : 05-29-2019:13:32:23
- 222 5/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7292886 - Approved By: NOREVIEW : 05-29-2019:13:33:54
- 223 6/7/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTIO NFOR ATTORNEYS' FEES - Transaction 7310798 - Approved By: YVILORIA : 06-10-2019:08:05:19
- 224 6/7/2019 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF SKARPELOS' MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7310798 - Approved By: YVILORIA : 06-10-2019:08:05:19
- 225 6/7/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF MOTION FOR ATTORNEYS' FEES - Transaction 7310798 - Approved By: YVILORIA : 06-10-2019:08:05:19
DOCUMENT TITLE: MOTION FOR ATTORNEYS' FEES FILED 4-25-19
PARTY SUBMITTING: DANE ANDERSON ESQ
DATE SUBMITTED: 6-10-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 226 6/7/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF SKARPELOS' MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7310798 - Approved By: YVILORIA : 06-10-2019:08:05:19
DOCUMENT TITLE: SKARPELOS' MOTION TO ALTER OR AMEND JUDGMENT FILED 4-25-19
PARTY SUBMITTING: DANE ANDERSON ESQ
DATE SUBMITTED: 6-10-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 227 6/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7311389 - Approved By: NOREVIEW : 06-10-2019:08:06:17
- 228 8/6/2019 - 3025 - Ord Granting/Denying in Part
Additional Text: ORDER GRANTING IN PART AND DENYING IN PART MOTION TO RETAX COSTS - Transaction 7413325 - Approved By: NOREVIEW : 08-06-2019:10:08:32
- 229 8/6/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING IN PART AND DENYING IN PART MOTION TO RETAX COSTS FILED AUGUST 6, 2019
- 230 8/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7413336 - Approved By: NOREVIEW : 08-06-2019:10:09:55
- 231 8/6/2019 - 2842 - Ord Denying Motion
Additional Text: ORDER DENYING MOTION TO ALTER OR AMEND JUDGMENT - Transaction 7413380 - Approved By: NOREVIEW : 08-06-2019:10:17:13

- 232 8/6/2019 - S200 - Request for Submission Complet
Additional Text: ORDER DENYING MOTION TO ALTER OR AMEND JUDGMENT FILED AUGUST 6, 2019
- 233 8/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7413386 - Approved By: NOREVIEW : 08-06-2019:10:18:09
- 234 8/6/2019 - F140 - Adj Summary Judgment
No additional text exists for this entry.
- 235 8/9/2019 - 3105 - Ord Granting ...
Additional Text: ORDER GRANTING MOTION FOR ATTORNEY'S FEES - Transaction 7420865 - Approved By: NOREVIEW : 08-09-2019:10:18:41
- 236 8/9/2019 - S200 - Request for Submission Complet
Additional Text: ORDER GRANTING MOTION FOR ATTORNEY'S FEES FILED AUGUST 9, 2019
- 237 8/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7420881 - Approved By: NOREVIEW : 08-09-2019:10:20:26
- 238 8/9/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7421265 - Approved By: NOREVIEW : 08-09-2019:11:52:11
- 239 8/9/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7421265 - Approved By: NOREVIEW : 08-09-2019:11:52:11
- 240 8/9/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7421265 - Approved By: NOREVIEW : 08-09-2019:11:52:11
- 241 8/9/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7421270 - Approved By: NOREVIEW : 08-09-2019:11:53:07
- 242 8/15/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$34.00 was made on receipt DCDC643812.
- 243 8/15/2019 - 1310 - Case Appeal Statement
Additional Text: CASE APPEAL STATEMENT
- 244 8/15/2019 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: NOTICE OF APPEAL
- 245 8/15/2019 - SAB - **Supreme Court Appeal Bond
Additional Text: Bond ID: SAB-19-00060; Total Bond Amount: \$500.00.

Bond Code, SAB, Receipted for: SITE DEFINED TRUST DEPOSIT, on 15-AUG-2019 in the amount of \$500.00 on case ID CV15-02259.
- 246 8/16/2019 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 7431747 - Approved By: NOREVIEW : 08-16-2019:09:13:31
- 247 8/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7431763 - Approved By: NOREVIEW : 08-16-2019:09:14:45
- 248 8/19/2019 - 2190 - Mtn for Stay Pending Appeal
Additional Text: Transaction 7434984 - Approved By: NOREVIEW : 08-19-2019:09:52:05

- 249 8/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7434998 - Approved By: NOREVIEW : 08-19-2019:09:53:40
- 250 8/19/2019 - 1187 - **Supreme Court Case No. ...
Additional Text: SUPREME COURT NO. 79425 - SKARPELOS
- 251 8/19/2019 - 2175 - Mtn for Reconsideration
Additional Text: WEISER'S MOTION FOR RECONSIDERATION OF ATTORNEY'S FEES AWARD (REQUEST FOR ORAL ARGUMENT) - Transaction 7436970 - Approved By: YVILORIA : 08-20-2019:08:18:45
- 252 8/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7437375 - Approved By: NOREVIEW : 08-20-2019:08:20:14
- 253 8/20/2019 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 79425 / RECEIPT FOR DOCUMENTS - Transaction 7439566 - Approved By: NOREVIEW : 08-20-2019:14:22:49
- 254 8/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7439607 - Approved By: NOREVIEW : 08-20-2019:14:26:24
- 255 8/28/2019 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR RECONSIDERATION OF ATTORNEY'S FEE AWARD - Transaction 7454398 - Approved By: CSULEZIC : 08-28-2019:11:14:23
- 256 8/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7454625 - Approved By: NOREVIEW : 08-28-2019:11:15:39
- 257 8/29/2019 - \$2527 - \$Notice of Cross Appeal
Additional Text: Transaction 7458058 - Approved By: CAGUILAR : 08-29-2019:14:57:14
- 258 8/29/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC644779.
- 259 8/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7458125 - Approved By: NOREVIEW : 08-29-2019:14:59:37
- 260 8/29/2019 - 1310 - Case Appeal Statement
Additional Text: Transaction 7458148 - Approved By: NOREVIEW : 08-29-2019:15:01:52
- 261 8/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7458161 - Approved By: NOREVIEW : 08-29-2019:15:03:14
- 262 8/30/2019 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF CROSS-APPEAL - Transaction 7459414 - Approved By: NOREVIEW : 08-30-2019:09:41:40
- 263 8/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7459418 - Approved By: NOREVIEW : 08-30-2019:09:42:54

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

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

Case No. CV15-02259
Dept. No. 10

10 Plaintiff,

11 vs.

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT

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

15 Defendants.

16 _____/
ATHANASIOS SKARPELOS, an individual,

17 Cross-Claimant,

18 vs.

19 WEISER ASSET MANAGEMENT, LTD., a
20 Bahamas company, and WEISER (BAHAMAS)
21 LTD., a Bahamas company.

22 Cross-Defendants.

23 _____/
WEISER ASSET MANAGEMENT, LTD.,
24 a Bahamas company, WEISER (BAHAMAS), LTD.,
a Bahamas company,

25 Cross-Claimants.

26 vs.

27 ATHANASIOS SKARPELOS, an individual,
28 Cross-defendant.
_____ /

1 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT**

2 This action came before this Court for a bench trial on January 28, 2019. This is
3 an interpleader action filed by Nevada Agency and Transfer Company ("NATCO"),
4 which was discharged from liability and dismissed from the case prior to trial. The
5 operative pleadings to be resolved by the Court at trial were: (1) the Answer To Amended
6 Complaint and Crossclaim filed by defendant Athanasios Skarpelos ("Skarpelos") on May
7 23, 2016 and (2) the Answer and Cross-Claim filed by defendants Weiser Asset
8 Management, Ltd. ("WAM") and Weiser (Bahamas) Ltd. ("Weiser Capital") (WAM and
9 Weiser Capital are sometimes collectively referred to herein as "Weiser"). As framed by
10 the pleadings, Skarpelos and Weiser asserted competing claims to 3,316,666 shares of
11 stock (the "Disputed Stock") in Anavex Life Sciences Corp. ("Anavex").

12 During the trial, the Court listened to the testimony of the following people:
13 Christos Livadas ("Livadas"), Skarpelos, Alexander Walker ("Walker") and Lambros
14 Pedafronimos ("Pedafronimos"). The Court also reviewed and considered documentary
15 evidence that was admitted at trial.

16 Based on the evidence presented at trial, the Court enters the following findings
17 of fact, conclusions of law and judgment in this matter.

18 **FINDINGS OF FACT**

19 1. WAM is a Class 1 broker-dealer registered with and regulated by the
20 Financial Services Authority and Securities Commission of the Bahamas. WAM is also a
21 registered foreign broker-dealer in Canada, regulated by the Ontario Securities
22 Commission.

23 2. Weiser Capital is an affiliate entity to WAM and provides investment
24 banking advisory services and deal arrangements as an investor and principal on behalf of
25 WAM and its clients. Basically, Weiser Capital would direct clients to WAM. Livadas is
26 the owner and director of Weiser Capital.

27 3. Livadas is also the owner and director of Weiser Holdings, Ltd. ("Weiser
28 Holdings"). Weiser Holdings acquired WAM in 2014 and is now the parent company of

1 WAM. Prior to that acquisition, WAM and Weiser Capital were two entirely separate
2 entities.

3 4. The prior owner of WAM was Equity Trust Bahamas, Ltd. ("Equity
4 Trust"). One of the principals of Equity Trust was Howard Daniels ("Daniels"), who later
5 became one of two contacts that Skarpelos had at WAM in 2011.

6 5. In 2011, Skarpelos applied for and opened an account with WAM.
7 Skarpelos funded the account with his Anavex Stock Certificates Nos. 0660 ("Certificate
8 No. 660") and No. 0753 ("Certificate No. 753"). Certificate 660 represents 92,500 shares
9 of Anavex stock and was issued to Skarpelos in 2007. Certificate 753 represents
10 6,633,332 shares of Anavex stock and was issued to Skarpelos in 2009. In opening the
11 account, Skarpelos was assisted by Daniels and Pedafronimos.

12 6. Skarpelos withdrew money, or had people withdraw money on his behalf,
13 from his WAM account. In doing so, Skarpelos took his account balance into a negative
14 position in the amount of \$153,679.54 as of March 25, 2013.

15 7. In early 2013, Skarpelos caused NATCO to cancel Stock Certificates No.
16 660 and No. 753, falsely reporting them as "lost" when in fact he knew the certificates had
17 been deposited with WAM in 2011.

18 8. On April 2, 2013, there was a sale of 3,316,666 shares of Skarpelos'
19 Anavex stock represented by Certificate 753 to an unidentified third party. Pursuant to
20 this transaction, WAM credited Skarpelos' account in the amount of \$249,580, taking it to
21 a positive balance of \$95,775.46. Thereafter, a substantial portion of that money was
22 withdrawn from Skarpelos' account leaving a balance of \$4,115.36 as of December 31,
23 2013. The withdrawn money was provided from Skarpelos' WAM account to
24 Pedafronimos, and Pedafronimos withdrew that money through transactions in May, July,
25 August and September of 2013 and presumably gave that money to Skarpelos.

26 9. The Answer and Cross-Claim filed by WAM and Weiser Capital claimed
27 ownership of the Disputed Stock under the terms of a July 5, 2013 Stock Sale and
28 Purchase Agreement ("July 2013 PSA"). The July 2013 PSA does not evidence a sale of

1 any kind to anybody. At trial, Livadas testified he used this document for something other
2 than its intended purpose and that, contrary to Weiser's claims throughout this case, it is a
3 meaningless document.

4 10. There is no evidence of a contract between Skarpelos and either WAM or
5 Weiser Capital for the sale of Anavex stock at any time. Although Weiser asserted
6 throughout this case that "it" was the owner of the Disputed Stock by virtue of the July
7 2013 PSA, Livadas and WAM abandoned that claim at trial and instead relied on a new
8 theory that WAM is the owner of the stock by virtue of the April 2, 2013 transaction.
9 However, Livadas also testified that WAM was not even the purchaser of the stock under
10 the April 2, 2013 transaction and that the stock was just transferred through WAM to a
11 third party.

12 11. Weiser Capital had absolutely nothing to do with any sale by Skarpelos of
13 any Anavex stock at any time. At best what happened in this case was that, arguably,
14 WAM was just transferring the stock sold on April 2, 2013 to somebody else. WAM was
15 never intended to be the purchaser of that stock, and there was no such agreement between
16 Skarpelos and WAM.

17 12. No contract was formed for the sale of Anavex stock from Skarpelos to
18 either WAM or Weiser Capital at any time. Because there is no contract between
19 Skarpelos and WAM and/or Weiser Capital, the Weiser claims for declaratory relief,
20 breach of contract and breach of the implied covenant of good faith and fair dealing all
21 fail because they all rely entirely upon the existence of a contract.

22 13. Any conclusion of law set forth below which is more appropriately a
23 finding of fact is hereby incorporated as a finding of fact.

24 **CONCLUSIONS OF LAW**

25 14. "Basic contract principles require, for an enforceable contract, an offer and
26 acceptance, meeting of the minds, and consideration." *Certified Fire Prot. Inc. v.*
27 *Precision Construction, Inc.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012), citing *May v.*
28 *Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). "A meeting of the minds

1 exists when the parties have agreed upon the contract's essential terms.” *Id.*, citing *Roth v.*
2 *Scott*, 112 Nev. 1078, 1083, 921 P.2d 1262, 1296 (1996). “Which terms are essential
3 depends on the agreement and its context and also on the subsequent conduct of the
4 parties, including the dispute which arises and the remedy sought.” *Id.*, citing
5 Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a contract exists is a
6 question of fact entitled to deference unless clearly erroneous or not based on substantial
7 evidence. *Id.*, citing *May v. Anderson*, 121 Nev. at 672-73, 119 P.3d at 1257.

8 15. When the essential terms of a contract have yet to be agreed upon by the
9 parties, a contract cannot be formed. *Certified Fire*, 128 Nev. at 379, 283 P.3d at 255,
10 citing *Nevada Power Co. v. Public Util. Comm’n*, 122 Nev. 821, 839-840, 138 P.3d 486,
11 498-499 (2006).

12 16. Here, there is no evidence of an offer and acceptance between Skarpelos
13 and either WAM or Weiser Capital, nor is there any meeting of the minds as to the
14 relevant and essential terms of any contract. The Court concludes as a matter of law that
15 there was no contract between Skarpelos and either WAM or Weiser Capital for the sale
16 and purchase of any Anavex stock at any time, must less the Disputed Stock.

17 17. In order to establish a claim for breach of contract, the claiming party must
18 establish: (1) the existence of a valid contract; (2) a breach by the defendant; and (3)
19 damage as a result of the breach. *Saini v. Int’l Game Tech.*, 434 F.Supp.2d 913, 919-920
20 (D. Nev. 2006), citing *Richardson v. Jones*, 1 Nev. 405, 405 (Nev. 1865).

21 18. Because the Court has found that no valid contract existed between
22 Skarpelos and either WAM or Weiser Capital, Weiser’s claim for breach of contract fails.

23 19. In order to establish a claim for breach of the implied covenant of good
24 faith and fair dealing, the claiming party must establish: (1) that the plaintiff and
25 defendant were parties to an agreement; (2) that defendant owed a duty of good faith to
26 the plaintiff; (3) the defendant breached that duty by performing in a manner that is
27 unfaithful to the purpose of the contract; and (4) that plaintiff’s justified expectations were
28

1 denied. *Hilton Hotels Corp. v. Butch Lewis Prod., Inc.*, 107 Nev. 226, 234, 808 P.2d 919,
2 923 (1991).

3 20. Because the Court has found that no valid contract existed between
4 Skarpelos and either WAM or Weiser Capital, Weiser's claim for breach of the implied
5 covenant of good faith and fair dealing fails.

6 21. Although not raised by Weiser's pleadings, the Court further concludes that
7 there is no contract implied-in-fact between Skarpelos and either WAM or Weiser Capital.
8 Quantum meruit applies in actions based upon contracts implied-in-fact. *Certified Fire*,
9 128 Nev. at 379, 283 P.3d at 256. "A contract implied-in-fact must be manifested by
10 conduct; it is a true contract that arises from the tacit agreement of the parties." *Id.*
11 (internal quotations and citations omitted). "To find a contract implied-in-fact, the fact-
12 finder must conclude that the parties intended to contract and promises were exchanged,
13 the general obligations for which must be sufficiently clear. *Id.*, 128 Nev. at 379-380, 238
14 P.3d at 257. "It is at that point that a party may invoke quantum meruit as a gap-filer to
15 supply the absent term." *Id.*, 128 Nev. at 380, 238 P.3d at 257. "Where such a contract
16 exists, then, quantum meruit ensures the laborer receives the reasonable value, usually
17 market price, for his services." *Id.*

18 22. Even if Weiser had timely raised this issue in its pleadings, the Court
19 concludes there is no contract implied-in-fact because there is no evidence that Skarpelos
20 intended to contract with either WAM or Weiser Capital. The Court concludes that the
21 parties to the contract must be identified, and in this case Livadas' testimony was unclear
22 whether WAM or Weiser Capital was the supposed purchaser of the stock. If the Court
23 cannot even establish that basic premise, it cannot find or conclude that there is an oral
24 contract, a written contract, or even an implied-in-fact contract. The Court cannot find or
25 conclude there was a meeting of the minds because neither WAM nor Weiser Capital
26 seems to know who claims to be the owner.

27 23. "When sitting in equity, however, courts must consider the entirety of the
28 circumstances that bear upon the equities." *Shadow Wood Homeowners Ass'n, Inc. v.*

1 *New York Community Bancorp., Inc.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016).
2 “This includes considering the status and actions of all parties involved, including whether
3 an innocent party may be harmed by granting the desired relief.” *Id.*, 366 P.3d at 1115,
4 citing *Smith v. U.S.*, 373 F.2d 419, 424 (4th Cir. 1996) (“Equitable relief will not be
5 granted to the possible detriment of innocent third parties.”) (other citations omitted). It is
6 a “recognized province” of a court sitting in equity to do “complete justice between the
7 parties.” *MacDonald v. Krause*, 77 Nev. 312, 318, 362 P.2d 724, 727 (1961).

8 24. “Interpleader is an equitable proceeding to determine the rights of rival
9 claimants to property held by a third person having no interest therein.” *Balish v.*
10 *Farnham*, 92 Nev. 133, 137, 546 P.2d 1297, 1299 (1976). “In such a proceeding, each
11 claimant is treated as a plaintiff and must recover on the strength of his own right to title
12 and not upon the weakness of his adversary’s. *Id.*, 92 Nev. at 137, 546 P.2d at 1300. In
13 an interpleader action, each claimant must succeed in establishing his right to the property
14 by a preponderance of the evidence. *Midland Ins. Co. v. Friedgood*, 577 F.Supp. 1407
15 (S.D.N.Y. 1984).

16 25. Based on the foregoing, Skarpelos’ single cause of action for declaratory
17 relief is granted. Skarpelos is the owner of all shares of Anavex stock previously
18 represented by Certificates Nos. 660 and 753 and now represented by Certificate No. 975.

19 26. Neither WAM nor Weiser Capital, nor anyone claiming through WAM or
20 Weiser Capital, has any ownership interest in Anavex stock represented by Certificates
21 Nos. 660, 753 or 975.

22 27. Weiser’s claims for declaratory relief, breach of contract and breach of the
23 implied covenant of good faith and fair dealing are all dismissed.

24 28. However, as indicated above, the Court finds that Skarpelos agreed to sell
25 shares on April 2, 2013 to an unknown third party and that, as a result, WAM credited
26 Skarpelos’ account \$249,580 pursuant to that transaction. This credit took the account
27 from a balance of negative \$153,679.54 to a positive balance of \$95,775.46. The Court
28 further found that Skarpelos subsequently withdrew and received a substantial portion of

1 those funds, eventually leaving a balance of \$4,115.36. Therefore, despite Weiser's
2 failure to plead this claim for relief, the Court concludes it has equitable jurisdiction to
3 enter judgment against Skarpelos and in favor of WAM in the total amount of
4 \$245,464.64. Allowing Skarpelos to retain ownership of the Disputed Stock and the funds
5 he received would result in a windfall. This is an obligation that is separate from and
6 independent of Skarpelos' ownership of stock in Anavex and has no bearing on his
7 ownership.

8 29. Any finding of fact set forth above which is more appropriately a
9 conclusion of law is hereby incorporated as a conclusion of law.

10 **JUDGMENT**

11 Based on the foregoing findings of fact and conclusions of law,

12 IT IS HEREBY ORDERED AND ADJUDGED that Athanasios "Tom" Skarpelos
13 is the sole, true and rightful owner of all shares of stock in Anavex Life Sciences Corp.,
14 previously represented by Certificates Nos. 660 and 753 and now represented by
15 Certificate No. 975.

16 IT IS HEREBY FURTHER ORDERED AND ADJUDGED that neither Weiser
17 Asset Management, Ltd. (referred to above as WAM) nor Weiser (Bahamas) Ltd.
18 (referred to above as Weiser Capital) have any claim of ownership to any of the shares
19 previously represented by Certificates No. 660 and 753 and now represented by
20 Certificate No. 975, nor does any other person or entity claiming any ownership to said
21 shares by or through Weiser Asset Management, Ltd. or Weiser (Bahamas) Ltd.

22 IT IS HEREBY FURTHER ORDERED that Nevada Agency and Transfer
23 Company shall take such action as is necessary to reflect in Anavex's stock register,
24 corporate books and records that Athanasios "Tom" Skarpelos is the sole, true and rightful
25 owner of all the legal and equitable interest in all the shares previously represented by
26 Certificates No. 660 and 753 and now represented by Certificate No. 975.

1 IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment is
2 entered against Athanasios "Tom" Skarpelos and in favor of WAM in the total amount of
3 \$245,464.64.

4 Dated this 22 day of April, 2019.

5 
6 DISTRICT JUDGE

1 **2545**

JOHN F. MURTHA, ESQ.

2 Nevada Bar No. 835

DANE W. ANDERSON, ESQ.

3 Nevada Bar No. 6883

4 SETH J. ADAMS, ESQ.

Nevada Bar No. 11034

5 **WOODBURN AND WEDGE**

Sierra Plaza

6 6100 Neil Road, Ste. 500

P.O. Box 2311

7 Reno, Nevada 89505

8 Telephone : (775) 688-3000

jmurtha@woodburnandwedge.com

9 danderson@woodburnandwedge.com

sadams@woodburnandwedge.com

10 *Attorneys for Defendant/Cross-Claimant*

11 *Athanasios Skarpepos*

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.

**NOTICE OF ENTRY OF FINDINGS
OF FACT, CONCLUSIONS OF
LAW, AND JUDGMENT**

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
5 Cross-Claimants.

6 vs.

7 ATHANASIOS SKARPELOS, an individual,
8 Cross-defendant.
9 _____/

10 **NOTICE OF ENTRY OF FINDINGS OF FACT,**
11 **CONCLUSIONS OF LAW, AND JUDGMENT**

12 PLEASE TAKE NOTICE that on April 22, 2019, the Court entered its Findings of
13 Fact, Conclusions of Law, and Judgment, a true and correct copy of which is attached hereto
14 as Exhibit "1".

15 **AFFIRMATION**

16 The undersigned does hereby affirm that the preceding document does not contain the
17 personal information of any person.

18 DATED: April 22, 2019.

19 WOODBURN AND WEDGE

20 By /s/ Dane W. Anderson

21 John F. Murtha, Esq.
22 Nevada Bar No. 835
23 Dane W. Anderson, Esq.
24 Nevada Bar No. 6883
25 Seth J. Adams, Esq.
26 Nevada Bar No. 11034

27 *Attorneys for Defendant/
28 Cross-Claimant
Athanasios Skarpelos*

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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Exhibit Title</u>	<u>Pages</u>
1	Findings of Fact, Conclusions of Law, and Judgment	9

EXHIBIT 1

EXHIBIT 1

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

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

Case No. CV15-02259
Dept. No. 10

10 Plaintiff,

11 vs.

FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
JUDGMENT

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

16 Defendants.

17 _____/
18 ATHANASIOS SKARPELOS, an individual,

19 Cross-Claimant,

20 vs.

21 WEISER ASSET MANAGEMENT, LTD., a
22 Bahamas company, and WEISER (BAHAMAS)
23 LTD., a Bahamas company.

24 Cross-Defendants.

25 _____/
26 WEISER ASSET MANAGEMENT, LTD.,
27 a Bahamas company, WEISER (BAHAMAS), LTD.,
28 a Bahamas company,

Cross-Claimants.

vs.

ATHANASIOS SKARPELOS, an individual,
Cross-defendant.

1 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT**

2 This action came before this Court for a bench trial on January 28, 2019. This is
3 an interpleader action filed by Nevada Agency and Transfer Company ("NATCO"),
4 which was discharged from liability and dismissed from the case prior to trial. The
5 operative pleadings to be resolved by the Court at trial were: (1) the Answer To Amended
6 Complaint and Crossclaim filed by defendant Athanasios Skarpelos ("Skarpelos") on May
7 23, 2016 and (2) the Answer and Cross-Claim filed by defendants Weiser Asset
8 Management, Ltd. ("WAM") and Weiser (Bahamas) Ltd. ("Weiser Capital") (WAM and
9 Weiser Capital are sometimes collectively referred to herein as "Weiser"). As framed by
10 the pleadings, Skarpelos and Weiser asserted competing claims to 3,316,666 shares of
11 stock (the "Disputed Stock") in Anavex Life Sciences Corp. ("Anavex").

12 During the trial, the Court listened to the testimony of the following people:
13 Christos Livadas ("Livadas"), Skarpelos, Alexander Walker ("Walker") and Lambros
14 Pedafronimos ("Pedafronimos"). The Court also reviewed and considered documentary
15 evidence that was admitted at trial.

16 Based on the evidence presented at trial, the Court enters the following findings
17 of fact, conclusions of law and judgment in this matter.

18 **FINDINGS OF FACT**

19 1. WAM is a Class 1 broker-dealer registered with and regulated by the
20 Financial Services Authority and Securities Commission of the Bahamas. WAM is also a
21 registered foreign broker-dealer in Canada, regulated by the Ontario Securities
22 Commission.

23 2. Weiser Capital is an affiliate entity to WAM and provides investment
24 banking advisory services and deal arrangements as an investor and principal on behalf of
25 WAM and its clients. Basically, Weiser Capital would direct clients to WAM. Livadas is
26 the owner and director of Weiser Capital.

27 3. Livadas is also the owner and director of Weiser Holdings, Ltd. ("Weiser
28 Holdings"). Weiser Holdings acquired WAM in 2014 and is now the parent company of

1 WAM. Prior to that acquisition, WAM and Weiser Capital were two entirely separate
2 entities.

3 4. The prior owner of WAM was Equity Trust Bahamas, Ltd. ("Equity
4 Trust"). One of the principals of Equity Trust was Howard Daniels ("Daniels"), who later
5 became one of two contacts that Skarpelos had at WAM in 2011.

6 5. In 2011, Skarpelos applied for and opened an account with WAM.
7 Skarpelos funded the account with his Anavex Stock Certificates Nos. 0660 ("Certificate
8 No. 660") and No. 0753 ("Certificate No. 753"). Certificate 660 represents 92,500 shares
9 of Anavex stock and was issued to Skarpelos in 2007. Certificate 753 represents
10 6,633,332 shares of Anavex stock and was issued to Skarpelos in 2009. In opening the
11 account, Skarpelos was assisted by Daniels and Pedafronimos.

12 6. Skarpelos withdrew money, or had people withdraw money on his behalf,
13 from his WAM account. In doing so, Skarpelos took his account balance into a negative
14 position in the amount of \$153,679.54 as of March 25, 2013.

15 7. In early 2013, Skarpelos caused NATCO to cancel Stock Certificates No.
16 660 and No. 753, falsely reporting them as "lost" when in fact he knew the certificates had
17 been deposited with WAM in 2011.

18 8. On April 2, 2013, there was a sale of 3,316,666 shares of Skarpelos'
19 Anavex stock represented by Certificate 753 to an unidentified third party. Pursuant to
20 this transaction, WAM credited Skarpelos' account in the amount of \$249,580, taking it to
21 a positive balance of \$95,775.46. Thereafter, a substantial portion of that money was
22 withdrawn from Skarpelos' account leaving a balance of \$4,115.36 as of December 31,
23 2013. The withdrawn money was provided from Skarpelos' WAM account to
24 Pedafronimos, and Pedafronimos withdrew that money through transactions in May, July,
25 August and September of 2013 and presumably gave that money to Skarpelos.

26 9. The Answer and Cross-Claim filed by WAM and Weiser Capital claimed
27 ownership of the Disputed Stock under the terms of a July 5, 2013 Stock Sale and
28 Purchase Agreement ("July 2013 PSA"). The July 2013 PSA does not evidence a sale of

1 any kind to anybody. At trial, Livadas testified he used this document for something other
2 than its intended purpose and that, contrary to Weiser's claims throughout this case, it is a
3 meaningless document.

4 10. There is no evidence of a contract between Skarpelos and either WAM or
5 Weiser Capital for the sale of Anavex stock at any time. Although Weiser asserted
6 throughout this case that "it" was the owner of the Disputed Stock by virtue of the July
7 2013 PSA, Livadas and WAM abandoned that claim at trial and instead relied on a new
8 theory that WAM is the owner of the stock by virtue of the April 2, 2013 transaction.
9 However, Livadas also testified that WAM was not even the purchaser of the stock under
10 the April 2, 2013 transaction and that the stock was just transferred through WAM to a
11 third party.

12 11. Weiser Capital had absolutely nothing to do with any sale by Skarpelos of
13 any Anavex stock at any time. At best what happened in this case was that, arguably,
14 WAM was just transferring the stock sold on April 2, 2013 to somebody else. WAM was
15 never intended to be the purchaser of that stock, and there was no such agreement between
16 Skarpelos and WAM.

17 12. No contract was formed for the sale of Anavex stock from Skarpelos to
18 either WAM or Weiser Capital at any time. Because there is no contract between
19 Skarpelos and WAM and/or Weiser Capital, the Weiser claims for declaratory relief,
20 breach of contract and breach of the implied covenant of good faith and fair dealing all
21 fail because they all rely entirely upon the existence of a contract.

22 13. Any conclusion of law set forth below which is more appropriately a
23 finding of fact is hereby incorporated as a finding of fact.

24 CONCLUSIONS OF LAW

25 14. "Basic contract principles require, for an enforceable contract, an offer and
26 acceptance, meeting of the minds, and consideration." *Certified Fire Prot. Inc. v.*
27 *Precision Construction, Inc.*, 128 Nev. 371, 378, 283 P.3d 250, 255 (2012), citing *May v.*
28 *Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257 (2005). "A meeting of the minds

1 exists when the parties have agreed upon the contract's essential terms.” *Id.*, citing *Roth v.*
2 *Scott*, 112 Nev. 1078, 1083, 921 P.2d 1262, 1296 (1996). “Which terms are essential
3 depends on the agreement and its context and also on the subsequent conduct of the
4 parties, including the dispute which arises and the remedy sought.” *Id.*, citing
5 Restatement (Second) of Contracts § 131 cmt. g (1981). Whether a contract exists is a
6 question of fact entitled to deference unless clearly erroneous or not based on substantial
7 evidence. *Id.*, citing *May v. Anderson*, 121 Nev. at 672-73, 119 P.3d at 1257.

8 15. When the essential terms of a contract have yet to be agreed upon by the
9 parties, a contract cannot be formed. *Certified Fire*, 128 Nev. at 379, 283 P.3d at 255,
10 citing *Nevada Power Co. v. Public Util. Comm’n*, 122 Nev. 821, 839-840, 138 P.3d 486,
11 498-499 (2006).

12 16. Here, there is no evidence of an offer and acceptance between Skarpelos
13 and either WAM or Weiser Capital, nor is there any meeting of the minds as to the
14 relevant and essential terms of any contract. The Court concludes as a matter of law that
15 there was no contract between Skarpelos and either WAM or Weiser Capital for the sale
16 and purchase of any Anavex stock at any time, much less the Disputed Stock.

17 17. In order to establish a claim for breach of contract, the claiming party must
18 establish: (1) the existence of a valid contract; (2) a breach by the defendant; and (3)
19 damage as a result of the breach. *Saini v. Int’l Game Tech.*, 434 F.Supp.2d 913, 919-920
20 (D. Nev. 2006), citing *Richardson v. Jones*, 1 Nev. 405, 405 (Nev. 1865).

21 18. Because the Court has found that no valid contract existed between
22 Skarpelos and either WAM or Weiser Capital, Weiser’s claim for breach of contract fails.

23 19. In order to establish a claim for breach of the implied covenant of good
24 faith and fair dealing, the claiming party must establish: (1) that the plaintiff and
25 defendant were parties to an agreement; (2) that defendant owed a duty of good faith to
26 the plaintiff; (3) the defendant breached that duty by performing in a manner that is
27 unfaithful to the purpose of the contract; and (4) that plaintiff’s justified expectations were
28

1 denied. *Hilton Hotels Corp. v. Butch Lewis Prod., Inc.*, 107 Nev. 226, 234, 808 P.2d 919,
2 923 (1991).

3 20. Because the Court has found that no valid contract existed between
4 Skarpelos and either WAM or Weiser Capital, Weiser's claim for breach of the implied
5 covenant of good faith and fair dealing fails.

6 21. Although not raised by Weiser's pleadings, the Court further concludes that
7 there is no contract implied-in-fact between Skarpelos and either WAM or Weiser Capital.
8 Quantum meruit applies in actions based upon contracts implied-in-fact. *Certified Fire*,
9 128 Nev. at 379, 283 P.3d at 256. "A contract implied-in-fact must be manifested by
10 conduct; it is a true contract that arises from the tacit agreement of the parties." *Id.*
11 (internal quotations and citations omitted). "To find a contract implied-in-fact, the fact-
12 finder must conclude that the parties intended to contract and promises were exchanged,
13 the general obligations for which must be sufficiently clear. *Id.*, 128 Nev. at 379-380, 238
14 P.3d at 257. "It is at that point that a party may invoke quantum meruit as a gap-filer to
15 supply the absent term." *Id.*, 128 Nev. at 380, 238 P.3d at 257. "Where such a contract
16 exists, then, quantum meruit ensures the laborer receives the reasonable value, usually
17 market price, for his services." *Id.*

18 22. Even if Weiser had timely raised this issue in its pleadings, the Court
19 concludes there is no contract implied-in-fact because there is no evidence that Skarpelos
20 intended to contract with either WAM or Weiser Capital. The Court concludes that the
21 parties to the contract must be identified, and in this case Livadas' testimony was unclear
22 whether WAM or Weiser Capital was the supposed purchaser of the stock. If the Court
23 cannot even establish that basic premise, it cannot find or conclude that there is an oral
24 contract, a written contract, or even an implied-in-fact contract. The Court cannot find or
25 conclude there was a meeting of the minds because neither WAM nor Weiser Capital
26 seems to know who claims to be the owner.

27 23. "When sitting in equity, however, courts must consider the entirety of the
28 circumstances that bear upon the equities." *Shadow Wood Homeowners Ass'n, Inc. v.*

1 *New York Community Bancorp., Inc.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016).
2 “This includes considering the status and actions of all parties involved, including whether
3 an innocent party may be harmed by granting the desired relief.” *Id.*, 366 P.3d at 1115,
4 citing *Smith v. U.S.*, 373 F.2d 419, 424 (4th Cir. 1996) (“Equitable relief will not be
5 granted to the possible detriment of innocent third parties.”) (other citations omitted). It is
6 a “recognized province” of a court sitting in equity to do “complete justice between the
7 parties.” *MacDonald v. Krause*, 77 Nev. 312, 318, 362 P.2d 724, 727 (1961).

8 24. “Interpleader is an equitable proceeding to determine the rights of rival
9 claimants to property held by a third person having no interest therein.” *Balish v.*
10 *Farnham*, 92 Nev. 133, 137, 546 P.2d 1297, 1299 (1976). “In such a proceeding, each
11 claimant is treated as a plaintiff and must recover on the strength of his own right to title
12 and not upon the weakness of his adversary’s. *Id.*, 92 Nev. at 137, 546 P.2d at 1300. In
13 an interpleader action, each claimant must succeed in establishing his right to the property
14 by a preponderance of the evidence. *Midland Ins. Co. v. Friedgood*, 577 F.Supp. 1407
15 (S.D.N.Y. 1984).

16 25. Based on the foregoing, Skarpelos’ single cause of action for declaratory
17 relief is granted. Skarpelos is the owner of all shares of Anavex stock previously
18 represented by Certificates Nos. 660 and 753 and now represented by Certificate No. 975.

19 26. Neither WAM nor Weiser Capital, nor anyone claiming through WAM or
20 Weiser Capital, has any ownership interest in Anavex stock represented by Certificates
21 Nos. 660, 753 or 975.

22 27. Weiser’s claims for declaratory relief, breach of contract and breach of the
23 implied covenant of good faith and fair dealing are all dismissed.

24 28. However, as indicated above, the Court finds that Skarpelos agreed to sell
25 shares on April 2, 2013 to an unknown third party and that, as a result, WAM credited
26 Skarpelos’ account \$249,580 pursuant to that transaction. This credit took the account
27 from a balance of negative \$153,679.54 to a positive balance of \$95,775.46. The Court
28 further found that Skarpelos subsequently withdrew and received a substantial portion of

1 those funds, eventually leaving a balance of \$4,115.36. Therefore, despite Weiser's
2 failure to plead this claim for relief, the Court concludes it has equitable jurisdiction to
3 enter judgment against Skarpelos and in favor of WAM in the total amount of
4 \$245,464.64. Allowing Skarpelos to retain ownership of the Disputed Stock and the funds
5 he received would result in a windfall. This is an obligation that is separate from and
6 independent of Skarpelos' ownership of stock in Anavex and has no bearing on his
7 ownership.

8 29. Any finding of fact set forth above which is more appropriately a
9 conclusion of law is hereby incorporated as a conclusion of law.

10 **JUDGMENT**

11 Based on the foregoing findings of fact and conclusions of law,

12 IT IS HEREBY ORDERED AND ADJUDGED that Athanasios "Tom" Skarpelos
13 is the sole, true and rightful owner of all shares of stock in Anavex Life Sciences Corp.,
14 previously represented by Certificates Nos. 660 and 753 and now represented by
15 Certificate No. 975.

16 IT IS HEREBY FURTHER ORDERED AND ADJUDGED that neither Weiser
17 Asset Management, Ltd. (referred to above as WAM) nor Weiser (Bahamas) Ltd.
18 (referred to above as Weiser Capital) have any claim of ownership to any of the shares
19 previously represented by Certificates No. 660 and 753 and now represented by
20 Certificate No. 975, nor does any other person or entity claiming any ownership to said
21 shares by or through Weiser Asset Management, Ltd. or Weiser (Bahamas) Ltd.

22 IT IS HEREBY FURTHER ORDERED that Nevada Agency and Transfer
23 Company shall take such action as is necessary to reflect in Anavex's stock register,
24 corporate books and records that Athanasios "Tom" Skarpelos is the sole, true and rightful
25 owner of all the legal and equitable interest in all the shares previously represented by
26 Certificates No. 660 and 753 and now represented by Certificate No. 975.

1 IT IS HEREBY FURTHER ORDERED AND ADJUDGED that judgment is
2 entered against Athanasios "Tom" Skarpelos and in favor of WAM in the total amount of
3 \$245,464.64.

4 Dated this 22 day of April, 2019.

5 
6 DISTRICT JUDGE

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 ATTORNEY'S FEES

Presently before the Court is the MOTION FOR ATTORNEYS' FEES ("the Motion") filed by Defendant ATHANASIOS SKARPELOS ("Mr. Skarpelos") on April 25, 2019. Mr. Skarpelos contemporaneously filed the DECLARATION OF DANE W. ANDERSON IN SUPPORT OF MOTION FOR ATTORNEYS' FEES ("the Declaration"). Defendants WEISER ASSET MANAGEMENT, LTD. and WEISER (BAHAMAS) LTD. (collectively, "Weiser") filed WEISER'S OPPOSITION TO SKARPELOS'S MOTION FOR ATTORNEY'S FEES ("the Opposition") on May 24, 2019. Mr. Skarpelos filed the REPLY IN SUPPORT OF MOTION FOR ATTORNEY'S FEES ("the Reply") on June 7, 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, p. 7-8 ¶ 28.

14 Mr. Skarpelos contends he is entitled to an award of \$216,900.50 in attorney’s fees because
15 Weiser’s cross-claims and defenses were maintained without reasonable grounds or to harass Mr.
16 Skarpelos. The Motion 2:9-17; 7:21-28. Mr. Skarpelos contends Weiser changed its legal theory
17 during trial and that its cross-claims and defenses were not supported by credible evidence and are
18 thus frivolous. The Motion 7:1-11. Weiser makes the following arguments in response: 1) Weiser
19 won a quarter-million dollar judgment, which demonstrates its claims were not frivolous; 2) even if
20 Weiser’s claims were unsuccessful, they were supported by substantial evidence and reasonable
21 grounds; 3) Weiser did not change its legal theory and, even if it did, changing a legal theory is not
22 a basis for an award of attorney’s fees; and 4) Mr. Skarpelos fails to explain how the requested
23 amount is reasonable and necessary. The Opposition 1:25-28; 2:1-7; 3-6. Mr. Skarpelos responds

27 ¹ The Plaintiff was discharged from the action in the ORDER GRANTING MOTION FOR DISCHARGE filed on
28 January 23, 2019.

1 as follows: 1) Weiser changed its argument at trial regarding the July 2013 Purchase and Sale
2 Agreement (“the July PSA”), and began arguing it was a meaningless document; 2) the award of
3 \$245,464.64 was not based on any of Weiser’s claims; 3) Weiser presented no credible evidence to
4 supports its claims because all of the claims were premised on the July PSA; 4) Weiser abandoned
5 its pleadings and legal theories at trial; and 5) the requested fees are reasonable considering the
6 duration and nature of the litigation. The Reply 3:2-27; 5:1-6; 6:24-26; 7:4-17; 8:4-24.

8 Attorney’s fees are recoverable where authorized by agreement, statute or rule. *Wheeler*
9 *Springs Plaza, LLC v. Beemon*, 119 Nev. 260, 268, 71 P.3d 1258, 1263 (2003) (quoting *Young v.*
10 *Nev. Title Co.*, 103 Nev. 436, 442, 744 P.2d 902, 905 (1987)). NRS 18.010(2)(b) permits an award
11 of attorney’s fees where:
12

13 Without regard to the recovery sought, when the court finds that the claim, counterclaim,
14 cross-claim or third-party complaint or defense of the opposing party was brought or
15 maintained without reasonable ground or to harass the prevailing party. The court shall
16 liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all
17 appropriate situations. It is the intent of the Legislature that the court award attorney's fees
18 pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of
19 Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious
20 claims and defenses because such claims and defenses overburden limited judicial resources,
21 hinder the timely resolution of meritorious claims and increase the costs of engaging in
22 business and providing professional services to the public.

23 NRCP 11(b) provides:

24 Representations to the Court. By presenting to the court a pleading, written motion, or other
25 paper--whether by signing, filing, submitting, or later advocating it--an attorney or
26 unrepresented party certifies that to the best of the person's knowledge, information, and
27 belief, formed after an inquiry reasonable under the circumstances:

28 (1) it is not being presented for any improper purpose, such as to harass, cause
unnecessary delay, or needlessly increase the cost of litigation;

(2) the claims, defenses, and other legal contentions are warranted by existing law or by
a nonfrivolous argument for extending, modifying, or reversing existing law or for
establishing new law;

1 (3) the factual contentions have evidentiary support or, if specifically so identified, will
2 likely have evidentiary support after a reasonable opportunity for further
3 investigation or discovery; and

4 (4) the denials of factual contentions are warranted on the evidence or, if specifically so
5 identified, are reasonably based on belief or a lack of information.

6 A claim will be considered groundless or frivolous if there is no credible evidence at trial to
7 support it. *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 134
8 Nev. Adv. Op. 69, 427 P.3d 104, 113 (2018) (citing *Semenza v. Caughlin Crafted Homes*, 111 Nev.
9 1089, 1095, 901 P.2d 684, 687-88 (1995)). *See also Capanna v. Orth*, 134 Nev. Adv. Op. 108, 432
10 P.3d 726, 734 (2018). “Determining whether attorney fees should be awarded under NRS
11 18.010(2)(b) requires the court to inquire into the actual circumstances of the case, ‘rather than a
12 hypothetical set of facts favoring plaintiff’s averments.’” *Baldonaldo v. Wynn Las Vegas, LLC*, 124
13 Nev. 951, 967-68, 194 P.3d 96, 106-07 (2008) (citations omitted). Per *Brunzell*, the court must
14 analyze whether the requested attorney’s fees are reasonable using the following factors:
15

16 (1) the qualities of the advocate: his ability, his training, education, experience, professional
17 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
18 importance, time and skill required, the responsibility imposed and the prominence and
19 character of the parties where they affect the importance of the litigation; (3) the work
20 actually performed by the lawyer: the skill, time and attention given to the work; (4) the
21 result: whether the attorney was successful and what benefits were derived.

22 *Brunzell v. Golden Gate Nat. Bank*, 95 Nev. 345, 349, 455 P.2d 31, 33 (1969).

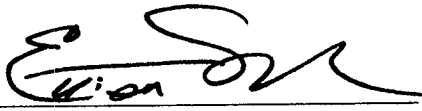
23 The Court will grant the Motion because Weiser unreasonably maintained its claim to
24 ownership of the stock by virtue of the July PSA. While the Court awarded Weiser equitable relief,
25 the award was unrelated to Weiser’s claims for relief and was an exercise of the Court’s equitable
26 jurisdiction over this matter. *See* the FFCLJ 7-8 ¶ 28. Until trial, Weiser indicated its cross-claims
27 were supported by the July PSA. *See* the A&C 10-12. *See also* Trial Ex. 30. At trial, Weiser
28 abandoned the theory that its claim of ownership was supported by the July PSA, and Mr. Livadas

1 testified the July PSA was meaningless and used for another purpose. The FFCLJ 3-4 ¶ 9. The
2 Court found this testimony extremely troubling, given the consistency with which Weiser had held
3 its position about the July PSA before trial. Had Weiser admitted the July PSA was meaningless
4 before trial, the Court may have been able to dismiss or summarily adjudicate this matter, thus
5 obviating the costs incurred during trial. While Weiser is correct that evidence may develop over
6 the course of a trial, a sudden change in legal theory undermines pretrial procedure and motion
7 practice and can result in the accumulation of needless costs. For these reasons, Weiser
8 unreasonably maintained its claim to ownership by virtue of the July PSA.
9

10 The Court will award \$216,900.50 in attorney's fees because the requested fees are
11 reasonable. Considering the qualities of Mr. Skarpelos' legal team, both Dane Anderson ("Mr.
12 Anderson") and John Murtha ("Mr. Murtha") are experienced litigators with a shared total of 55
13 years of legal experience. See the Declaration 2:12-20. Mr. Anderson and Mr. Murtha charged
14 reasonable fees, ranging from \$350.00 to \$375.00 per hour, and billed \$150.00 to \$300.00 per hour
15 for their associates' work. Mr. Skarpelos' legal team worked diligently on this matter over the
16 course of three years, including traveling to Greece to take key depositions and representing Mr.
17 Skarpelos during a five-day bench trial. The number of hours spent on this matter were also
18 reasonable, given the three-year duration of this case and the fact it proceeded to trial. See the
19 Declaration Ex. 1, p. 19. Furthermore, Mr. Skarpelos' legal team obtained a successful result in
20 this litigation. Mr. Skarpelos prevailed on his claim for declaratory relief, and he was ultimately
21 declared the owner of the stock. The equitable award to Weiser does not cast doubt on the efficacy
22 of Mr. Skarpelos' legal team, and the Court will award \$216,900.50 in attorney's fees.
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1 **IT IS ORDERED** the MOTION FOR ATTORNEYS' FEES is hereby **GRANTED**.

2 **DATED** this 9 day of August, 2019.

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5 ELLIOTT A. SATTLER
6 District Judge
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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this ____ day of August, 2019, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; that on the 9 day of August, 2019, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

- JOHN F. MURTHA, ESQ.
- DANE W. ANDERSON, ESQ.
- JEREMY J. NORK, ESQ.
- FRANK Z. LAFORGE, ESQ.


Sheila Mansfield
Judicial Assistant

1 **2540**

JOHN F. MURTHA, ESQ.

2 Nevada Bar No. 835

DANE W. ANDERSON, ESQ.

3 Nevada Bar No. 6883

4 SETH J. ADAMS, ESQ.

Nevada Bar No. 11034

5 **WOODBURN AND WEDGE**

Sierra Plaza

6 6100 Neil Road, Ste. 500

P.O. Box 2311

7 Reno, Nevada 89505

8 Telephone : (775) 688-3000

jmurtha@woodburnandwedge.com

9 danderson@woodburnandwedge.com

sadams@woodburnandwedge.com

10 *Attorneys for Defendant/Cross-Claimant*

11 *Athanasios Skarpepos*

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

13 ***

14 NEVADA AGENCY AND TRANSFER
15 COMPANY, a Nevada corporation,

Case No. CV15-02259

Dept. No. 10

16 Plaintiff,

17 vs.

NOTICE OF ENTRY OF ORDER

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 **NOTICE OF ENTRY OF ORDER**

9 **PLEASE TAKE NOTICE** that on August 9, 2019, the Court entered its Order
10 Granting Motion for Attorney's Fees, a true and correct copy of which is attached hereto as
11 **Exhibit 1.**

12 **AFFIRMATION**

13 The undersigned does hereby affirm that the preceding document does not contain the
14 personal information of any person.

15 DATED: August 9, 2019

WOODBURN AND WEDGE

17 By /s/ Dane W. Anderson

18 John F. Murtha, Esq.
Nevada Bar No. 835
Dane W. Anderson, Esq.
19 Nevada Bar No. 6883
Seth J. Adams, Esq.
20 Nevada Bar No. 11034

21 *Attorneys for Defendant/
22 Cross-Claimant
23 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 *Notice of Entry of Order* 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*

Clay P. Brust, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, NV 89503
cbrust@rbsllaw.com

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

22 DATED: August 9, 2019.

23 /s/ Dianne M. Kelling
24 Dianne M. Kelling, an employee of
25 Woodburn and Wedge
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EXHIBIT LIST

<u>Exhibit No.</u>	<u>Exhibit Title</u>	<u>Pages</u> (Including Exhibit Sheet)
1	Order Granting Motion for Attorney's Fees	8

EXHIBIT 1

EXHIBIT1

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 ATTORNEY'S FEES

Presently before the Court is the MOTION FOR ATTORNEYS' FEES ("the Motion") filed by Defendant ATHANASIOS SKARPELOS ("Mr. Skarpelos") on April 25, 2019. Mr. Skarpelos contemporaneously filed the DECLARATION OF DANE W. ANDERSON IN SUPPORT OF MOTION FOR ATTORNEYS' FEES ("the Declaration"). Defendants WEISER ASSET MANAGEMENT, LTD. and WEISER (BAHAMAS) LTD. (collectively, "Weiser") filed WEISER'S OPPOSITION TO SKARPELOS'S MOTION FOR ATTORNEY'S FEES ("the Opposition") on May 24, 2019. Mr. Skarpelos filed the REPLY IN SUPPORT OF MOTION FOR ATTORNEY'S FEES ("the Reply") on June 7, 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, p. 7-8 ¶ 28.

14 Mr. Skarpelos contends he is entitled to an award of \$216,900.50 in attorney’s fees because
15 Weiser’s cross-claims and defenses were maintained without reasonable grounds or to harass Mr.
16 Skarpelos. The Motion 2:9-17; 7:21-28. Mr. Skarpelos contends Weiser changed its legal theory
17 during trial and that its cross-claims and defenses were not supported by credible evidence and are
18 thus frivolous. The Motion 7:1-11. Weiser makes the following arguments in response: 1) Weiser
19 won a quarter-million dollar judgment, which demonstrates its claims were not frivolous; 2) even if
20 Weiser’s claims were unsuccessful, they were supported by substantial evidence and reasonable
21 grounds; 3) Weiser did not change its legal theory and, even if it did, changing a legal theory is not
22 a basis for an award of attorney’s fees; and 4) Mr. Skarpelos fails to explain how the requested
23 amount is reasonable and necessary. The Opposition 1:25-28; 2:1-7; 3-6. Mr. Skarpelos responds

27 ¹ The Plaintiff was discharged from the action in the ORDER GRANTING MOTION FOR DISCHARGE filed on
28 January 23, 2019.

1 as follows: 1) Weiser changed its argument at trial regarding the July 2013 Purchase and Sale
2 Agreement ("the July PSA"), and began arguing it was a meaningless document; 2) the award of
3 \$245,464.64 was not based on any of Weiser's claims; 3) Weiser presented no credible evidence to
4 supports its claims because all of the claims were premised on the July PSA; 4) Weiser abandoned
5 its pleadings and legal theories at trial; and 5) the requested fees are reasonable considering the
6 duration and nature of the litigation. The Reply 3:2-27; 5:1-6; 6:24-26; 7:4-17; 8:4-24.

8 Attorney's fees are recoverable where authorized by agreement, statute or rule. *Wheeler*
9 *Springs Plaza, LLC v. Beemon*, 119 Nev. 260, 268, 71 P.3d 1258, 1263 (2003) (quoting *Young v.*
10 *Nev. Title Co.*, 103 Nev. 436, 442, 744 P.2d 902, 905 (1987)). NRS 18.010(2)(b) permits an award
11 of attorney's fees where:
12

13 Without regard to the recovery sought, when the court finds that the claim, counterclaim,
14 cross-claim or third-party complaint or defense of the opposing party was brought or
15 maintained without reasonable ground or to harass the prevailing party. The court shall
16 liberally construe the provisions of this paragraph in favor of awarding attorney's fees in all
17 appropriate situations. It is the intent of the Legislature that the court award attorney's fees
18 pursuant to this paragraph and impose sanctions pursuant to Rule 11 of the Nevada Rules of
19 Civil Procedure in all appropriate situations to punish for and deter frivolous or vexatious
20 claims and defenses because such claims and defenses overburden limited judicial resources,
21 hinder the timely resolution of meritorious claims and increase the costs of engaging in
22 business and providing professional services to the public.

23 NRCP 11(b) provides:

24 Representations to the Court. By presenting to the court a pleading, written motion, or other
25 paper--whether by signing, filing, submitting, or later advocating it--an attorney or
26 unrepresented party certifies that to the best of the person's knowledge, information, and
27 belief, formed after an inquiry reasonable under the circumstances:

- 28 (1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
- (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

1 (3) the factual contentions have evidentiary support or, if specifically so identified, will
2 likely have evidentiary support after a reasonable opportunity for further
3 investigation or discovery; and

4 (4) the denials of factual contentions are warranted on the evidence or, if specifically so
5 identified, are reasonably based on belief or a lack of information.

6 A claim will be considered groundless or frivolous if there is no credible evidence at trial to
7 support it. *Frederic and Barbara Rosenberg Living Tr. v. MacDonald Highlands Realty, LLC*, 134
8 Nev. Adv. Op. 69, 427 P.3d 104, 113 (2018) (citing *Semenza v. Caughlin Crafted Homes*, 111 Nev.
9 1089, 1095, 901 P.2d 684, 687-88 (1995)). See also *Capanna v. Orth*, 134 Nev. Adv. Op. 108, 432
10 P.3d 726, 734 (2018). "Determining whether attorney fees should be awarded under NRS
11 18.010(2)(b) requires the court to inquire into the actual circumstances of the case, 'rather than a
12 hypothetical set of facts favoring plaintiff's averments.'" *Baldonardo v. Wynn Las Vegas, LLC*, 124
13 Nev. 951, 967-68, 194 P.3d 96, 106-07 (2008) (citations omitted). Per *Brunzell*, the court must
14 analyze whether the requested attorney's fees are reasonable using the following factors:

15 (1) the qualities of the advocate: his ability, his training, education, experience, professional
16 standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its
17 importance, time and skill required, the responsibility imposed and the prominence and
18 character of the parties where they affect the importance of the litigation; (3) the work
19 actually performed by the lawyer: the skill, time and attention given to the work; (4) the
20 result: whether the attorney was successful and what benefits were derived.

21 *Brunzell v. Golden Gate Nat. Bank*, 95 Nev. 345, 349, 455 P.2d 31, 33 (1969).


22 The Court will grant the Motion because Weiser unreasonably maintained its claim to
23 ownership of the stock by virtue of the July PSA. While the Court awarded Weiser equitable relief,
24 the award was unrelated to Weiser's claims for relief and was an exercise of the Court's equitable
25 jurisdiction over this matter. See the FFCLJ 7-8 ¶ 28. Until trial, Weiser indicated its cross-claims
26 were supported by the July PSA. See the A&C 10-12. See also Trial Ex. 30. At trial, Weiser
27 abandoned the theory that its claim of ownership was supported by the July PSA, and Mr. Livadas
28

1 testified the July PSA was meaningless and used for another purpose. The FFCLJ 3-4 ¶ 9. The
2 Court found this testimony extremely troubling, given the consistency with which Weiser had held
3 its position about the July PSA before trial. Had Weiser admitted the July PSA was meaningless
4 before trial, the Court may have been able to dismiss or summarily adjudicate this matter, thus
5 obviating the costs incurred during trial. While Weiser is correct that evidence may develop over
6 the course of a trial, a sudden change in legal theory undermines pretrial procedure and motion
7 practice and can result in the accumulation of needless costs. For these reasons, Weiser
8 unreasonably maintained its claim to ownership by virtue of the July PSA.
9

10 The Court will award \$216,900.50 in attorney's fees because the requested fees are
11 reasonable. Considering the qualities of Mr. Skarpelos' legal team, both Dane Anderson ("Mr.
12 Anderson") and John Murtha ("Mr. Murtha") are experienced litigators with a shared total of 55
13 years of legal experience. *See* the Declaration 2:12-20. Mr. Anderson and Mr. Murtha charged
14 reasonable fees, ranging from \$350.00 to \$375.00 per hour, and billed \$150.00 to \$300.00 per hour
15 for their associates' work. Mr. Skarpelos' legal team worked diligently on this matter over the
16 course of three years, including traveling to Greece to take key depositions and representing Mr.
17 Skarpelos during a five-day bench trial. The number of hours spent on this matter were also
18 reasonable, given the three-year duration of this case and the fact it proceeded to trial. *See* the
19 Declaration Ex. 1, p. 19. Furthermore, Mr. Skarpelos' legal team obtained a successful result in
20 this litigation. Mr. Skarpelos prevailed on his claim for declaratory relief, and he was ultimately
21 declared the owner of the stock. The equitable award to Weiser does not cast doubt on the efficacy
22 of Mr. Skarpelos' legal team, and the Court will award \$216,900.50 in attorney's fees.
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1 **IT IS ORDERED** the MOTION FOR ATTORNEYS' FEES is hereby **GRANTED**.

2 **DATED** this 9 day of August, 2019.

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5 ELLIOTT A. SATTLER
6 District Judge
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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 August, 2019, I deposited in the
4 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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7

8 **CERTIFICATE OF ELECTRONIC SERVICE**


9 I hereby certify that I am an employee of the Second Judicial District Court of the State of
10 Nevada, in and for the County of Washoe; that on the 9 day of August, 2019, I electronically filed
11 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

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

12/7/18
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
Not reported

PRETRIAL CONFERENCE

8:20 a.m. – Court convened in chambers.

Alexander Walker, III, Esq., was present on behalf of Plaintiff Nevada Agency & Transfer Company.

John Murtha, Esq., and Dane Anderson, Esq., were present on behalf of Defendant Anthanasios Skarpelos.

Jeremy Nork, Esq., was present on behalf of Defendants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd.

COURT reviewed the procedural history of the case, noting that a five day bench trial is set for January 28, 2019.

Counsel Anderson gave the Court information regarding the progress of the case, noting that discovery has been completed, and the parties may be open to discussing settlement, however both Defendants reside in Greece.

Upon questioning by the Court, counsel Anderson and counsel Nork indicated that they do not believe an interpreter will be necessary.

COURT advised counsel that it is not his practice to force parties to participate in settlement conferences, however in the past, if the attorneys believe a settlement conference would be beneficial if the parties were ordered to participate, he has ordered that a settlement conference be held.

Counsel Nork indicated that he does think a settlement conference would be helpful, however given the time of year, and the fact that both parties are in Greece, it may be difficult to schedule one.

Counsel Anderson noted that he and counsel Nork traveled to Athens to conduct depositions, which was enormously expensive, so perhaps the parties could come up an alternative.

COURT advised counsel Anderson that personally, he would not conduct a settlement conference where parties were present telephonically or by video conference, however he is not sure if another Judge would feel differently.

COURT further discussed how bench trials are conducted in Dept. 10, noting that this case is now a #1 set on January 28, 2019.

Discussion ensued regarding counsel Walker's Motion for Discharge, filed December 5, 2018. Respective counsel indicated that they are hopeful to get a stipulation on this issue completed prior to trial.

Further discussion ensued regarding trial exhibits, submitting proposed findings of facts and conclusions of law prior to trial, witness examination, the order for presentation of evidence, power point presentations, and court technology.

8:58 a.m. – Court adjourned.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

1/28/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

BENCH TRIAL

Respective counsel met with the Clerk on January 24, 2019, to mark Trial Exhibits 1-62.
8:37 a.m. – Court convened.

Alexander Walker, III, Esq., was present on behalf of Plaintiff Nevada Agency & Transfer Company. President Amanda Cardinalli was present with counsel Walker.

Jeremy Nork, Esq., was present on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd. Mr. Christos Livadas was present with counsel Nork.

Cross-Claimant Anthanasios Skarpelos was present with counsel Dane Anderson, Esq., and Seth Adams, Esq.

COURT reviewed the procedural history of the case, noting that this is the time set for a 5-day bench trial, however there some pretrial issues to address.

Counsel Walker advised the Court that he is here to address the issue of the deposit of the stock certificate in question.

Discussion ensued between the Court and respective counsel regarding the stock certificate.

COURT ORDERED: The stock certificate shall be given to the Clerk for safekeeping during the trial; at the end of the trial, the original stock certificate shall be given to the prevailing party. The Clerk is directed to make a copy of the original stock certificate and make it part of the record.

Discussion ensued between the Court and respective counsel regarding the order of witnesses and opening statements. Counsel Anderson advised the Court that he will defer his opening statement until the beginning of his case.

Counsel Nork presented opening statements.

Counsel Nork invoked the Rule of Exclusion.

Counsel Nork advised the Court that the parties have stipulated to the following Exhibits: 1, 2, 4, 7, 8, 13, 14, 15, 16, 20-36, 40, and 46-58; ordered ADMITTED into evidence.

Counsel Nork called **Christos Livadas** who was sworn and direct examined.

Counsel Nork offered Exhibit 5; counsel Anderson objected.

Witness further direct examined.

Counsel Nork re-offered Exhibit 5; counsel Anderson objected; objection overruled and Exhibit 5 ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Nork offered Exhibit 6; counsel Anderson objected; objection overruled and Exhibit 6 ordered ADMITTED into evidence.

Witness further direct examined.

10:15 a.m. – Court stood in recess.

10:33 a.m. – Court reconvened.

Witness further direct examined.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCES-HEARING

1/28/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

BENCH TRIAL

Counsel Nork offered Exhibit 9; no objection; ordered ADMITTED into evidence.

Witness further direct examined.

Counsel Nork offered Exhibit 12; counsel Anderson objected; objection sustained.

Witness further direct examined.

Discussion ensued between the Court and respective counsel regarding Exhibits 18 & 59.

Counsel Nork offered Exhibit 59; counsel Anderson objected; objection overruled and Exhibit 59 shall be ADMITTED into evidence with the limitations as stated by the Court.

Witness further direct examined.

Counsel Nork offered Exhibit 60; counsel Anderson objected; objection overruled and Exhibit 60 shall be ADMITTED into evidence.

12:05 p.m. – Court stood in recess for lunch.

1:19 p.m. – Court reconvened.

Witness further direct examined.

Counsel Nork offered Exhibit 44; counsel Anderson objected.

Counsel Anderson requested to conduct voir dire of the witness; **SO ORDERED.**

Counsel Anderson moved to open and publish the deposition of Christos Livadas, dated October 23, 2018; **SO ORDERED.**

Counsel Anderson further conducted voir dire; witness questioned by the Court.

COURT ORDERED: Objection overruled and Exhibit 44 shall be ADMITTED into evidence.

Counsel Nork offered Exhibit 43; counsel Anderson maintained his objection; objection overruled and Exhibit 43 shall be ADMITTED into evidence.

Witness further direct examined; cross examined by counsel Anderson; questioned by the Court; further cross examined.

3:00 p.m. – Court stood in recess.

3:17 p.m. – Court reconvened.

Witness further cross examined.

Counsel Anderson offered Exhibit 3; no objection; ordered ADMITTED into evidence.

Witness further cross examined.

4:07 p.m. – Court stood in recess.

4:16 p.m. – Court reconvened.

Witness further cross examined.

4:47 p.m. – Court stood in recess, to reconvene tomorrow, January 29, 2019, at 8:30 a.m.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

1/29/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
P. Hoogs
(Reporter)

ONGOING BENCH TRIAL

8:32 a.m. – Court reconvened.

Jeremy Nork, Esq., was present on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd. Mr. Christos Livadas was present with counsel Nork.

Cross-Claimant Anthanasios Skarpelos was present with counsel Dane Anderson, Esq., and Seth Adams, Esq.

Counsel Anderson placed an objection on the record; counsel Nork responded.

Christos Livadas was reminded by the Court that he remains under oath; further cross examined by counsel Anderson.

10:18 a.m. – Court stood in recess.

10:37 a.m. – Court reconvened

Witness further cross examined; re-direct examined; re-cross examined.

12:05 p.m. – Court stood in recess for lunch.

1:23 p.m. – Court reconvened.

Witness further re-cross examined; and excused.

Counsel Nork advised the Court that he is not resting his case, however counsel Anderson is now going to call a witness out of order.

Counsel Anderson called **Anthanasios Skarpelos** who was sworn and direct examined.

3:00 p.m. – Court stood in recess.

3:17 p.m. – Court reconvened.

Witness further direct examined.

Upon questioning by the Court, counsel Anderson indicated that he will waive his opening statement, however he does intend to make a Rule 50b motion, which he cannot do until counsel Nork rests.

Discussion ensued between the Court and respective counsel regarding the order for the remaining witnesses.

Counsel Nork indicated that he would prefer not to break up his cross examination of Mr. Skarpelos, so it would be his request that the Court take the evening recess now, and then they can call Mr. Walker first thing in the morning (as Mr. Walker has travel plans later in the day); at the conclusion of Mr. Walker's testimony, counsel Nork will then conduct cross examination of Mr. Skarpelos.

Counsel Anderson had no objection.

3:49 p.m. – Court stood in recess for the evening, to reconvene tomorrow, January 30, 2019, at 8:30 a.m.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

1/30/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
T. Amundsen
(Reporter)

ONGOING BENCH TRIAL

8:35 a.m. – Court reconvened.

Jeremy Nork, Esq., and Frank Laforge, Esq., were present on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd. Mr. Christos Livadas was present with counsel Nork and Laforge.

Cross-Claimant Anthanasios Skarpelos was present with counsel Dane Anderson, Esq., and Seth Adams, Esq.

Counsel Adams called **Alexander Walker, III, Esq.**, who was sworn and direct examined; cross examined by counsel Nork; re-direct examined; re-cross examined; questioned by the Court; further questioned by counsel Nork; and excused.

10:16 a.m. – Court stood in recess.

10:35 p.m. – Court reconvened.

Mr. Skarpelos was reminded by the Court that he remains under oath; cross examined by counsel Nork.

Counsel Nork moved to have the deposition of Anthanasios Skarpelos, dated October 24, 2018, opened and published; **SO ORDERED.**

Witness further cross examined.

Counsel Nork offered Exhibit 61; counsel Anderson objected; objection overruled and Exhibit 61 shall be admitted into evidence.

Witness further cross examined.

Counsel Nork had Exhibit 63 marked for identification, noting that he only intends to use the document to refresh Mr. Skarpelos' recollection; counsel Anderson objected.

10:59 a.m. – Court stood in recess to allow counsel Anderson time to review Exhibit 63.

11:07 a.m. – Court reconvened.

Discussion ensued between the Court and respective counsel regarding Exhibit 63.

COURT ORDERED: Exhibit 63 will not be admitted into evidence, however it may be used to refresh Mr. Skarpelos' recollection.

Witness further cross examined.

12:00 p.m. – Court stood in recess for lunch.

1:17 p.m. – Court reconvened.

COURT noted the following for the record: during the lunch recess, he rode up to the 4th floor in an elevator with Mr. Livadas, the Court Clerk, and a maintenance worker; he told Mr. Livadas it was fine that he shared the same elevator, and the only topic of conversation was how interesting a medallion is, however he feels it is appropriate to put this information on the record.

Counsel Anderson indicated that he had no concerns.

Mr. Skarpelos was further cross examined.

Counsel Nork had Exhibit 64 marked for identification, noting that he only intends to use this document to refresh Mr. Skarpelos' recollection.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCES-HEARING

1/30/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
T. Amundsen
(Reporter)

ONGOING BENCH TRIAL

Counsel Anderson objected.

COURT ORDERED: Exhibit 64 will not be admitted into evidence, however it may be used to refresh Mr. Skarpelos' recollection.

Witness further cross examined.

Counsel Nork had Exhibit 65 marked for identification, noting that he only intends to use the document to refresh Mr. Skarpelos' recollection; counsel Anderson objected.

COURT ORDERED: Exhibit 65 will not be admitted into evidence, however it may be used to refresh Mr. Skarpelos' recollection.

Witness further cross examined.

Counsel Nork had Exhibit 66 marked for identification, noting that he only intends to use the document to refresh Mr. Skarpelos' recollection; counsel Anderson objected.

COURT ORDERED: Exhibit 66 will not be admitted into evidence, however it may be used to refresh Mr. Skarpelos' recollection.

Witness further cross examined.

Counsel Nork had Exhibit 67 marked for identification, noting that he only intends to use the document to refresh Mr. Skarpelos' recollection; counsel Anderson objected.

COURT ORDERED: Exhibit 67 will not be admitted into evidence, however it may be used to refresh Mr. Skarpelos' recollection.

Witness further cross examined; re-direct examined.

3:04 p.m. – Court stood in recess.

3:17 p.m. – Court reconvened.

Witness re-cross examined; and excused.

Counsel Anderson called **Lambros Pedafronimos** who was sworn and direct examined; questioned by the Court.

Upon questioning by the Court, counsel Nork indicated that his cross examination of Mr. Pedafronimos will take longer than 15 minutes.

Discussion ensued between the Court and respective counsel regarding the timeline for the remainder of the trial, and the order for closing arguments.

4:38 p.m. – Court stood in recess for the evening, to reconvene tomorrow, January 31, 2019, at 8:30 a.m.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 1

APPEARANCES-HEARING

1/31/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
T. Amundsen
(Reporter)

ONGOING BENCH TRIAL

8:32 a.m. – Court reconvened.

Jeremy Nork, Esq., and Frank Laforge, Esq., were present on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd. Mr. Christos Livadas was present with counsel Nork and Laforge.

Cross-Claimant Anthanasios Skarpelos was present with counsel Dane Anderson, Esq., and Seth Adams, Esq.

Witness **Lambros Pedafronimos** was reminded by the Court that he remains under oath; cross examined by counsel Nork.

Counsel Nork moved to have the deposition of Lambros Pedafronimos, dated October 23, 2018, opened and published; **SO ORDERED.**

Witness further cross examined.

Counsel Nork offered Exhibit 12; counsel Anderson objected; objection sustained.

Witness further cross examined.

Counsel Nork offered Exhibit 12; counsel Anderson objected; objection overruled and Exhibit 12 shall be ADMITTED into evidence.

Witness further cross examined.

Counsel Nork offered Exhibit 11; counsel Anderson objected; objection overruled and Exhibit 11 shall be ADMITTED into evidence.

Witness further cross examined.

Counsel Nork offered Exhibit 18; counsel Anderson objected; objection overruled and Exhibit 18 shall be ADMITTED into evidence.

Witness further cross examined.

10:14 a.m. – Court stood in recess.

10:33 a.m. – Court reconvened.

Witness further cross examined.

Counsel Nork offered Exhibit 19; counsel Anderson objected; objection overruled and Exhibit 19 shall be ADMITTED into evidence.

Witness further cross examined; re-direct examined; re-cross examined; and excused.

COURT advised respective counsel that the trial will now break for lunch, and will reconvene at 1:30 p.m. for counsel Anderson to present argument on his Rule 52 motion; closing arguments will be presented tomorrow morning, and the Court will most likely make a ruling tomorrow afternoon.

Counsel Nork advised the Court that while he does not have a problem with the proposed timeline for the remainder of the trial, he wants the Court to be aware that his client has a flight out of the country tomorrow afternoon.

COURT advised the parties that he understands Mr. Livadas and/or Mr. Skarpelos may have travel arrangements to leave the country tomorrow, and the Court will not be offended if they are not present.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

Pg. 2

APPEARANCES-HEARING

1/31/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
T. Amundsen
(Reporter)

ONGOING BENCH TRIAL

11:55 a.m. – Court stood in recess for lunch.

1:36 p.m. – Court reconvened.

Counsel Anderson made a motion pursuant to NRCP 52c, and he presented argument thereto.

Counsel Nork responded; and he further argued in opposition of counsel Anderson's motion.

Counsel Anderson replied; and he further argued in support of his Rule 52c motion.

2:54 p.m. – Court stood in recess.

3:20 p.m. – Court reconvened.

COURT set forth findings of fact and conclusions of law; **COURT DENIED** counsel Anderson's motion.

COURT FURTHER ORDERED: Closing arguments shall commence tomorrow, February 1, 2019, at 9:00 a.m.

Counsel Anderson advised the Court that there are some exhibits that need to be redacted, however he is not sure what the process should be for this, as some of exhibits in question have been admitted into evidence, and he does not know if redaction of an admitted exhibit is appropriate.

COURT advised respective counsel that this Court would be more inclined to redact an exhibit, rather than sealing the entire document.

COURT further advised respective counsel that the large pieces of easel paper drawn on by counsel Nork during the trial will be destroyed at the conclusion of closing arguments.

3:38 p.m. – Court stood in recess for the evening, to reconvene tomorrow, February 1, 2019, at 9:00 a.m.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF

Pg. 1

COURT PRESENT

APPEARANCES-HEARING

2/1/19
HONORABLE
ELLIOTT A.
SATTLER
DEPT. NO. 10
M. Merkouris
(Clerk)
T. Amundsen
(Reporter)

ONGOING BENCH TRIAL

9:17 a.m. – Court reconvened.

Jeremy Nork, Esq., and Frank Laforge, Esq., were present on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd. Mr. Christos Livadas was present with counsel Nork and Laforge.

Cross-Claimant Anthanasios Skarpelos was present with counsel Dane Anderson, Esq., and Seth Adams, Esq.

COURT apologized to the parties for starting late this morning, noting that he was taking care of an unrelated matter.

Counsel Nork presented closing arguments.

10:27 a.m. – Court stood in recess.

10:43 a.m. – Court reconvened.

Counsel Anderson presented closing arguments.

Counsel Nork advised the Court that he does not feel additional closing arguments are necessary.

COURT ORDERED: Matter taken under advisement; a Decision Hearing shall be set for February 6, 2019, at 3:00 p.m.

11:47 a.m. – Court adjourned.

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAForge, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Skarpelos	Anavex Life Sciences Corp. Share Certificate 0753 for 6,633,332 shares (WEISER000281)	1/24/19	No Obj.	1/28/19
2	Skarpelos	WAM New Account Opening Form (WEISER000352-361)	1/24/19	No Obj.	1/28/19
3	Skarpelos	Letter dated October 30, 2015 from Montello Law Firm to NATCO (WEISER000002-WEISER000003)	1/24/19	No Obj.	1/28/19
4	Weiser	9/24/2007 Anavex physical certificates registered in Athanasios Skarpelos (WEISER000280)	1/24/19	No Obj.	1/28/19
5	Weiser	9/27/2007 Anavex Affiliate Stock Purchase Agreement (WEISER000316-WEISER000319)	1/24/19	Obj; overruled	1/28/19
6	Weiser	10/1/2007 Email between Athanasios Skarpelos & Christos Livadas (WEISER000314)	1/24/19	Obj; overruled	1/28/19
7	Weiser	5/30/2011 Email between Athanasios Skarpelos and Howard Daniels re Courier Address for WAM, Ltd. (S000006)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
8	Weiser	5/31/2011 Skarpelos Identity Verification Form with Supporting Documents (WEISER000362-WEISER000367)	1/24/19	No Obj.	1/28/19
9	Weiser	5/31/2011 Certified copy of Pedafronimos Lambros passport (WEISER000473)	1/24/19	No Obj.	1/28/19
10	Weiser	7/06/2012 Email between Christos Livadas and Laurine Luo re Travel Itinerary Athanasios Skarpelos (WEISER000347-WEISER000349)	1/24/19		
11	Weiser	MHNYMA Swift-Single Customer Credit Transfer (WEISER000346)	1/24/19	Obj; overruled	1/31/19
12	Weiser	12/21/2012 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000345)	1/24/19	Obj; overruled	1/31/19
13	Weiser	1/10/2013 Corporate Indemnity to Nevada Agency and Transfer Company to Reissuance of Lost Certificate (S000007)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.
ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.
ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
14	Weiser	3/28/2013 Athanasios Skarpelos Affidavit for Lost Stock Certificate (S000008-S000009)	1/24/19	No Obj.	1/28/19
15	Weiser	3/29/2013 Athanasios Skarpelos Stop Transfer Order (S000010)	1/24/19	No Obj.	1/28/19
16	Weiser	4/4/2013 NATCO Transfer (S000011)	1/24/19	No Obj.	1/28/19
17	Weiser	4/4/2013 HSBCnet Details (WEISER000465-WEISER000466)	1/24/19		
18	Weiser	4/26/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000338)	1/24/19	Obj; overruled	1/31/19
19	Weiser	5/9/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000312)	1/24/19	Obj; overruled	1/31/19
20	Weiser	5/24/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000340)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
21	Weiser	06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000012)	1/24/19	No Obj.	1/28/19
22	Weiser	06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000013)	1/24/19	No Obj.	1/28/19
23	Weiser	06/24/2013 Email Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000014)	1/24/19	No Obj.	1/28/19
24	Weiser	06/24/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000015)	1/24/19	No Obj.	1/28/19
25	Weiser	6/24/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000333-000337)	1/24/19	No Obj.	1/28/19
26	Weiser	06/25/2013 Email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S0000016)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
27	Weiser	07/02/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000017)	1/24/19	No Obj.	1/28/19
28	Weiser	07/02/2013 Christos Livadas Lambros to Pedafronimos L.Pedaf@gmail.com (S000018)	1/24/19	No Obj.	1/28/19
29	Weiser	07/03/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (S000019)	1/24/19	No Obj.	1/28/19
30	Weiser	07/05/2013 Stock Sale and Purchase Agreement between Weiser and Skarpelos (WEISER000207- WEISER000209)	1/24/19	No Obj.	1/28/19
31	Weiser	07/09/2013 Lambros Pedafronimos L.Pedaf@gmail.com to Christos (S000020)	1/24/19	No Obj.	1/28/19
32	Weiser	7/9/2013 Blank Stock Sale and Purchase Agreement signed by Skarpelos (WEISER000161- WEISER000163)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
33	Weiser	7/9/2013 email Lambros Pedafronimos L.Pedaf@gmail.com to Christos Livadas (WEISER000328-WEISER000332)	1/24/19	No Obj.	1/28/19
34	Weiser	Blank Stock Sale and Purchase Agreement (WEISER000156-WEISER000158)	1/24/19	No Obj.	1/28/19
35	Weiser	7/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000368)	1/24/19	No Obj.	1/28/19
36	Weiser	7/12/2013 Power of Attorney to Transfer Bonds or Shares (WEISER000369)	1/24/19	No Obj.	1/28/19
37	Weiser	7/12/2013 HSBCnet Details (WEISER000467-WEISER000468)	1/24/19		
38	Weiser	8/12/2013 HSBCnet Details (WEISER000469-WEISER000470)	1/24/19		
39	Weiser	9/23/2013 HSBCnet Details (WEISER000471-WEISER000472)	1/24/19		
40	Weiser	10/28/2013 email Tom Skarpelos and Christos Livadas (WEISER000339)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
41	Weiser	12/17/2013 Email Nick Boutsalis to Christos Livadas re Stock Certificate (WEISER000168)	1/24/19		
42	Weiser	12/18/2013 Email Nick Boutsalis and Tiffany Erickson at NATCO re transfer shares (WEISER000170-WEISER000172)	1/24/19		
43	Weiser	12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380)	1/24/19	Obj; overruled	1/28/19
44	Weiser	Duplicate copy of 12/31/2013 Weiser Skarpelos Statement of Account for February 1, 2013 - December 31, 2013 (WEISER000378-WEISER000380)	1/24/19	Obj; overruled	1/28/19
45	Weiser	Securities Commission of the Bahamas Licenses Under the Securities Industry Act, 2011 (WEISER000417-WEISER000435)	1/24/19		

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
46	Weiser	11/02/2015 letter Ernesto A. Alvarez to Nevada Agency and Transfer Company Weiser Asset Management Ltd. (WEISER000004)	1/24/19	No Obj.	1/28/19
47	Weiser	11/03/2015 letter Alexander H. Walker III to Ernest A. Alvarez (WEISER000001)	1/24/19	No Obj.	1/28/19
48	Weiser	11/12/2015 letter Elias Sourso, Weikser Asset Management Ltd. to NATCO (WEISER000011)	1/24/19	No Obj.	1/28/19
49	Weiser	11/12/2015 letter Bernard Pinsky to Nevada Agency and Transfer Company. (WEISER000007-WEISER000008)	1/24/19	No Obj.	1/28/19
50	Weiser	11/12/2015 email Christos Livadas to Nick Boutsalis (WEISER000214-WEISER000215)	1/24/19	No Obj.	1/28/19
51	Weiser	11/13/2015 letter Ernesto A. Alvarez to Alexander Walker III, Esq. (WEISER000009)	1/24/19	No Obj.	1/28/19
52	Weiser	11/13/2015 letter Ernesto A. Alvarez to Nevada Agency and Transfer Company (WEISER000005)	1/24/19	No Obj.	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
53	Weiser	11/13/2015 email Alexander H. Walker III to Ernest A. Alvarez cc Amanda Cardinalli (WEISER000187-WEISER000189)	1/24/19	No Obj.	1/28/19
54	Weiser	11/13/2015 letter Nick Boutsalis to NATCO (PID-00045-PID-00048)	1/24/19	No Obj.	1/28/19
55	Weiser	11/16/2015 letter Ernesto A. Alvarez to Alexander Walker III, Esq. (WEISER000012)	1/24/19	No Obj.	1/28/19
56	Weiser	11/17/2015 email Bill Simonitsch to Louis R. Montello cc Ernesto Alvarez (WEISER000238)	1/24/19	No Obj.	1/28/19
57	Weiser	11/18/2015 email Bill Simonitsch and Ernest A. Alvarez (WEISER000216-WEISER000217)	1/24/19	No Obj.	1/28/19
58	Weiser	11/19/2015 email Bill Simonitsch and Ernest A. Alvarez cc Louis Montello (WEISER000218-WEISER000219)	1/24/19	No Obj.	1/28/19
59	Weiser	11/19/2015 email Christos Livadas re Tom Transfer request (WEISER000320-WEISER000322)	1/24/19	Obj; overruled	1/28/19

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.

ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.

ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
60	Weiser	11/19/2015 email Christos Livadas re Skarpelos Email flow 2011-2013 (WEISER000341-WEISER000343)	1/24/19	Obj; overruled	1/28/19
61	Weiser	Bank documents (S000032-(S000035)	1/24/19	Obj; overruled	1/30/19
62	Weiser	Weiser Asset Management Account Agreement Terms and Conditions (WEISER000437-WEISER000443)	1/24/19		
63	Weiser	United States Securities and Exchange Commission Form S-1 for Anavex Life Sciences Corp.	1/30/19		
64	Weiser	United States Securities and Exchange Commission Form 10-Q for Anavex Life Sciences Corp.	1/30/19		
65	Weiser	United States Securities and Exchange Commission – Statement of Changes in Beneficial Ownership	1/30/19		
66	Weiser	United States Securities and Exchange Commission – Statement of Changes in Beneficial Ownership	1/30/19		

Exhibits

Title: NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL

Cross-Claimant: ANTHANASIOS SKARPELOS

ATTY: DANE ANDERSON, ESQ.
ATTY: SETH ADAMS, ESQ.

**Cross-Claimant: WEISER (BAHAMAS) LTD., &
 WEISER ASSET MANAGEMENT, LTD.**

ATTY: JEREMY NORK, ESQ.
ATTY: FRANK LAFORGE, ESQ.

Case No: CV15-02259

Dept. No: 10 Clerk: M. MERKOURIS

Date: 1/28/19

Exhibit No.	Party	Description	Marked	Offered	Admitted
67	Weiser	United States Securities and Exchange Commission – Statement of Changes in Beneficial Ownership	1/30/19		
Non-Evidence		Deposition of Christos Livadas, dated October 23, 2018; opened and published on January 28, 2019.			
Non-Evidence		Deposition of Athanasios Skarpelos, dated October 24, 2018; opened and published on January 30, 2019.			
Non-Evidence		Deposition of Lambros Pedafronimos, dated October 23, 2018; opened and published on January 31, 2019.			

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

2/6/19

DECISION HEARING

HONORABLE

3:02 p.m. – Court convened.

ELLIOTT A.

Jeremy Nork, Esq., was present on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd.

SATTLER

DEPT. NO. 10

Dane Anderson, Esq., and Seth Adams, Esq., were present on behalf of Cross-Claimant Anthanasios Skarpelos.

M. Merkouris

COURT noted that the case was taken under advisement at the conclusion of the bench trial on February 1, 2019, and this is the time set for the Court to rule on the matter.

(Clerk)

COURT set forth findings of fact and conclusions of law.

L. Urmston

COURT ORDERED: Weiser's claims are dismissed; Mr. Skarpelos' claim is granted.

(Reporter)

COURT FURTHER ORDERED: Mr. Skarpelos shall pay Weiser \$245,464.64.

COURT FURTHER ORDERED: Mr. Skarpelos shall not transfer, sell, gift, bequest, or in any way dispose of his Anavex stock until he has repaid Weiser the \$245,464.64; however, if after respective counsel have researched this issue, they may contact the Department Ten Judicial Assistant, Ms. Mansfield, and advise if this requirement is unnecessary, and if they agree that this condition should be eliminated, they shall submit a stipulation to the Court.

COURT FURTHER ORDERED: The Court shall retain stock certificate #753 during the pendency of this case.

Counsel Anderson shall prepare the order.

4:19 p.m. – Court adjourned.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

3/14/19

CONFERENCE CALL

HONORABLE

2:30 p.m. – Court convened in chambers.

ELLIOTT A.

Jeremy Nork, Esq., was present telephonically on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd.

SATTLER

DEPT. NO. 10

Dane Anderson, Esq., and Seth Adams, Esq., were present telephonically on behalf of Cross-Claimant Anthanasios Skarpelos.

M. Merkouris

Counsel Anderson advised the Court that the proposed Findings of Fact and Conclusions of Law is almost completed, however the attorneys are not in agreement with what language they should use regarding the Court's Order that Mr. Skarpelos not do anything with his Anavex stock until he has repaid Weiser the \$245,464.64.

(Clerk)

COURT advised respective counsel that it was not his intention to complicate things with this provision, and he will allow the attorneys to brief this limited issue if they wish. Counsel Nork suggested that they submit the agreed upon proposed Findings of Fact and Conclusions of Law to the Court, with the only thing left out being the portion regarding the restriction on Mr. Skarpelos doing anything with his Anavex stock pending the payment to Weiser, and that they be allowed to submit supplemental briefs on that issue; the Court could then review the briefs, decide which language is appropriate, and finalize the Findings of Fact and Conclusions of Law.

Not reported

Counsel Anderson had no objection to this proposal.

COURT ORDERED: Respective counsel shall be allowed to file supplemental briefs on this limited issue (not to exceed 10 pages in length), and they shall be submitted to the Court, along with the proposed Findings of Fact and Conclusions of Law, no later than 5:00 p.m. on April 8, 2019.

2:45 p.m. – Court adjourned.

CASE NO. CV15-02259 **NEVADA AGENCY & TRANSFER CO. VS. WEISER ASSET ETAL**

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

4/22/19

CONFERENCE CALL

HONORABLE

10:30 a.m. – Court convened in chambers.

ELLIOTT A.

Jeremy Nork, Esq., was present telephonically on behalf of Cross-Claimants Weiser (Bahamas) Ltd., and Weiser Asset Management, Ltd.

SATTLER

Dane Anderson, Esq., was present telephonically on behalf of Cross-Claimant Anthanasios Skarpelos.

DEPT. NO. 10

M. Merkouris

(Clerk)

COURT advised respective counsel that he scheduled this conference call to discuss the proposed Findings of Fact and Conclusions of Law submitted by counsel Anderson, and counsel Nork's objections.

Not reported

COURT addressed the limited objections first, noting the following: the language regarding an unidentified third party is accurate, and shall remain; the Court intended to use the word "presumably" not "presumptively"; the language contained on page 4, line 9, shall remain as proposed by counsel Anderson; and on page 4, line 15, the language shall remain as "purchaser" not "final purchaser".

COURT further found that the final paragraph is unnecessary, and counsel Nork's request to leave it in is denied.

COURT directed counsel Anderson to prepare the Findings of Fact and Conclusions of Law as proposed, and submit it to Ms. Mansfield.

Counsel Anderson indicated that he will finalize the document and send it to counsel Nork for approval, and then he will submit it to Ms. Mansfield in Word and PDF format.

10:39 a.m. – Court adjourned.

CV15-02250
MINOR'S COMP: TANNER AMUNDSEN 1 Page
District Court 11/17/2015 11:20 AM
Washoe County
COV
PRQMTRE7

DISTRICT COURT CIVIL COVER SHEET

WASHOE County Nevada
Case No. **CV15 02250**
(Assigned by Clerk's Office)

Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

THE MATTER OF TANNER AMUNDSEN

Defendant(s) (name/address/phone):

Attorney (name/address/phone):

MICHELLE L. ANDERTON, ESQ.

7201 W LAKE MEAD BLVD #580

LAS VEGAS, NEVADA 89128

702-870-7188

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

Real Property		Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer (UD) <input type="checkbox"/> Other Landlord/Tenant (LT) Title to Property <input type="checkbox"/> Judicial Foreclosure (FC) <input type="checkbox"/> Other Title to Property (OT) Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain (CD) <input type="checkbox"/> Other Real Property (RO)	Negligence <input type="checkbox"/> Auto (VP) <input type="checkbox"/> Premises Liability (SF) <input type="checkbox"/> Other Negligence (NO) Malpractice <input type="checkbox"/> Medical/Dental (MD) <input type="checkbox"/> Legal (LG) <input type="checkbox"/> Accounting (AG) <input type="checkbox"/> Other Malpractice (MG)	Other Torts <input type="checkbox"/> Product Liability (PL) <input type="checkbox"/> Intentional Misconduct (IM) <input type="checkbox"/> Employment Tort (WT) <input type="checkbox"/> Insurance Tort (IN) <input type="checkbox"/> Other Tort (TO)
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration (SU) <input type="checkbox"/> General Administration (FA) <input type="checkbox"/> Special Administration (SL) <input type="checkbox"/> Set Aside (SE) <input type="checkbox"/> Trust/Conservatorship (TN) <input type="checkbox"/> Other Probate (OP) Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 (CQ) <input type="checkbox"/> Other Construction Defect (CF) Contract Case <input type="checkbox"/> Uniform Commercial Code (UN) <input type="checkbox"/> Building and Construction (BC) <input type="checkbox"/> Insurance Carrier (BF) <input type="checkbox"/> Commercial Instrument (CI) <input type="checkbox"/> Collection of Accounts (CT) <input type="checkbox"/> Employment Contract (EC) <input type="checkbox"/> Other Contract (CO)	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case (FO) <input type="checkbox"/> Petition to Seal Records (PS) <input type="checkbox"/> Mental Competency (MT) Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle (DM) <input type="checkbox"/> Worker's Compensation (SI) <input type="checkbox"/> Other Nevada State Agency (ON) Appeal Other <input type="checkbox"/> Appeal from Lower Court (CA) <input type="checkbox"/> Other Judicial Review/Appeal (AO)
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus (HB) <input type="checkbox"/> Writ of Mandamus (WM) <input type="checkbox"/> Writ of Quo Warrant (WQ) <input type="checkbox"/> Writ of Prohibition (WP) <input type="checkbox"/> Other Civil Writ (WO)		Other Civil Filing Other Civil Filing <input checked="" type="checkbox"/> Compromise of Minor's Claim (CM) <input type="checkbox"/> Foreign Judgment (FJ) <input type="checkbox"/> Other Civil Matters (GC)

Business Court filings should be filed using the Business Court civil coversheet.

11-9-15

Date

Michelle Anderton
Signature of initiating party or representative

Code 1350

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.

CERTIFICATE OF CLERK AND TRANSMITTAL – NOTICE OF CROSS-APPEAL

I certify that I am an employee of the Second Judicial District Court of the State of Nevada,
County of Washoe; that on the 30th day of August, 2019, I electronically filed the Notice of Cross-
Appeal in the above entitled matter to the Nevada Supreme Court.

I further certify that the transmitted record is a true and correct copy of the original
pleadings on file with the Second Judicial District Court.

Dated this 30th day of August, 2019.

Jacqueline Bryant
Clerk of the Court

By /s/Yvonne Vilorio
Yvonne Vilorio
Deputy Clerk

UMB BANK, N.A.
36-1901/1012

HOLLAND & HART LLP
ATTORNEYS AT LAW
PROFESSIONAL ACCOUNT
5441 Kietzke Lane
Second Floor
Reno, Nevada 89511

67006921

DATE August 29, 2019

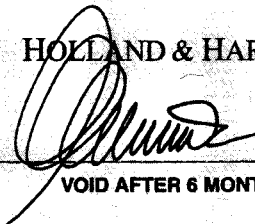
PAY Two hundred fifty and 00/100***** \$ ***250.00***

PAY
TO THE
ORDER OF

Nevada Supreme Court
201 S. Carson Street
Carson City, NV 89701

CV15-02259

HOLLAND & HART LLP



VOID AFTER 6 MONTHS

⑈67006921⑈ ⑆101219017⑆ ⑈5008016038⑈