

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case Nos. 79425 and 79526

ATHANASIOS SKARPELOS, AN INDIVIDUAL

Appellants,

v.

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

Respondents.

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

Appellants,

v.

ATHANASIOS SKARPELOS, AN INDIVIDUAL,

Respondent.

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

**JOINT APPENDIX
VOLUME 12**

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

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

CHRONOLOGICAL INDEX TO APPENDIX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALPHABETICAL INDEX TO APPENDIX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 offer and an acceptance, a meeting of the minds, and
2 consideration," close quote, citing May versus
3 Anderson, 121 Nevada 688, at page 672, 119 P.3d 1254,
4 at page 1257, a 2005 case.

5 The Certified Fire Protection court goes on to say,
6 "A meeting of the minds exists when the parties have
7 agreed upon the contract's essential terms," citing
8 Roth versus Scott, 112 Nevada 1078, at page 1083, 921
9 P.2d 1262, at page 1265, a 1996 case.

10 The Certified Fire Protection court goes on to
11 state, "Which terms are essential," quote, "depends on
12 the agreement and its context and also on the
13 subsequent conduct of the parties, including the
14 dispute which arises and the remedies sought," close
15 quote, citing the Restatement (Second) of Contracts at
16 Section 131 from 1981.

17 Quote, "Whether a contract exists is a question of
18 fact requiring this court," that being the supreme
19 court, "to defer to the district court's findings
20 unless they are clearly erroneous or not based on
21 substantial evidence," close quote, citing back to May
22 versus Anderson at page 672 to 673 of the Nevada
23 Reporter and at page 1257 of the Pacific Third
24 Reporter.

1 The Certified Fire Protection court goes on to
2 state at page 379 of the Nevada Reporter and at page
3 255 of the Pacific Third Reporter, quote, "When
4 essential terms such as these have yet to be agreed
5 upon by the parties, a contract cannot be formed,"
6 close quote, citing to Nevada Power Company versus
7 Public Utility Commission, 122 Nevada 821, at 839 to
8 840, 138 P.3d 46, at page 498 to 499, a 2006 case.

9 So in order to have a contract, you need to have
10 those basic principles. You need to have offer and
11 acceptance, a meeting of the minds and consideration.

12 The Court finds that in this case it simply has not
13 been demonstrated that there actually was an offer and
14 an acceptance between Mr. Skarpelos and WAM. It simply
15 is not there. Further, the Court finds that there is
16 no meeting of the minds as to the relevant terms or
17 essential terms of the contract.

18 The testimony of the parties was certainly
19 inconsistent, but the Court finds that the Weiser
20 entities and WAM specifically have failed to prove by a
21 preponderance of the evidence that there was in fact a
22 contract that existed between them and Mr. Skarpelos.

23 I'll state again, it may be that there is some
24 record out there in all of the records, the boxes and

1 boxes that are contained somewhere in the Bahamas that
2 Mr. Livadas testified to that may demonstrate what the
3 contract was or what the terms were, that there was an
4 agreement. There may be some digital record, an email
5 or a cell phone conversation or a text that exists.

6 Mr. Livadas testified that he had repeated contact
7 with Mr. Skarpelos. There is an exhibit with multiple
8 screen shots of interaction between Mr. Skarpelos and
9 Mr. Livadas. I have no idea what the contents of those
10 are. The screen shot itself wasn't offered to support
11 the truth of the matter asserted, that is, that there
12 are conversations, it's just this is what he says the
13 screen shot looked like. So I just don't know. It
14 just hasn't been demonstrated.

15 Regarding Mr. Livadas's testimony that there was
16 evidence there, it just couldn't be admitted for
17 privacy or for privilege reasons, the Court would say
18 that that is not necessarily accurate. As we discussed
19 earlier, there are ways that you can redact or edit or
20 seal information.

21 So the fact that Mr. Livadas simply chose not to
22 provide documents that he says he has because it's
23 privileged information frankly is not persuasive.
24 Either the discovery commissioner or I could have

1 worked with the parties if in fact that became an
2 issue. But as I sit here right now, the Court finds
3 simply that those basic contract principles as
4 identified in the Certified Fire Protection case are
5 not present.

6 In order to establish a breach of contract cause of
7 action the parties need to demonstrate the following:

8 Number one, that there is the existence of a valid
9 contract. Number two, that that contract had been
10 breached by the defendant in this case, Mr. Skarpelos.
11 And, number 3, that damage resulted as -- there were
12 damages as a result of the breach.

13 Mr. Nork cites Saini versus International Game
14 Technology, 434 F.Supp.2d 913, at page 919 to 920, a
15 2006 case, from the Federal District of Nevada. I
16 think that is an accurate statement of the law and the
17 Court does adopt it. However, there is no breach of
18 contract in this case because the Court finds there is
19 not -- it has not been demonstrated that there is a
20 valid contract between the parties. Therefore, the
21 Court finds that the breach of contract cause of action
22 fails.

23 In order to succeed on a breach of the implied
24 covenant of good faith and fair dealing, Mr. Nork

1 accurately cites to the following elements for that
2 cause of action: Number one, that the plaintiff and
3 the defendant were parties to an agreement. Number
4 two, the defendant owed a duty of good faith to the
5 plaintiff. Number three, the defendant breached that
6 duty by performing in a manner that was unfaithful to
7 the purpose of the contract. And, number four, that
8 the plaintiffs' justified expectations were denied.
9 That is a citation basically back to Hilton Hotels
10 versus Butch Lewis Productions, Incorporated, which is
11 808 P.2d 919, at page 923.

12 One moment.

13 The Nevada citation for the Butch Lewis case is 107
14 Nevada 226. So when you prepare your findings of fact
15 you can have both, you can include the Nevada citation,
16 but I was reading from his pleadings.

17 Additionally, the Court notes that in the Certified
18 Fire Protection case it can be argued that there was a
19 contract based upon -- or a contract implied-in-fact.
20 Beginning at page 379 of the Nevada Reporter and page
21 256 of the Pacific Third Reporter, the Nevada Supreme
22 Court says the following: Quote, "Thus, quantum
23 meruit's first application is in actions based upon
24 contracts implied-in-fact. A contract implied-in-fact

1 must be," quote, "manifested by conduct," close quote,
2 citing to Smith versus Recrion, R-e-c-r-i-o-n,
3 Corporation, 91 Nevada 666, at page 668, 541 P.2d 663,
4 at page 664, a 1975 case, and Hay versus Hay, 100
5 Nevada 196, at page 198, 678 P.2d 672, at page 674, a
6 1984 case.

7 Then the Nevada Supreme Court goes on to state,
8 quote, "It is a true contract that arises from the
9 tacit agreement of the parties. To find a contract
10 implied-in-fact, the fact-finder must conclude that the
11 parties intended to contract and promises were
12 exchanged, the general obligations for which must be
13 sufficiently clear. It is at that point that a party
14 may invoke quantum meruit as a gap-filler to supply the
15 absent term," citing a number of cases in other
16 treatises.

17 The Court goes on to say, "Where such a contract
18 exists, then, quantum meruit ensures that the laborer
19 receives the reasonable value, usually the market
20 price, for his services," citing to Restatement (Third)
21 of Restitution and Unjust Enrichment.

22 However, the Court in this case, I'm saying I,
23 cannot find that there is a contract implied-in-fact,
24 because I cannot conclude that the parties intended to

1 contract with each other and that promises were
2 exchanged based on the evidence that has been presented
3 in this case.

4 We already know based on the testimony it's not
5 exactly clear who allegedly even purchased the stock.
6 Was it WAM or was it Weiser Capital? I appreciate the
7 argument Mr. Nork makes that it really doesn't matter
8 which one. I'm just paraphrasing there. But I think
9 it does matter. I think that the parties have to be
10 identified. It has to be at least clear in the Court's
11 mind who it is that Mr. Skarpelos allegedly was
12 contracting with.

13 If we can't even establish that basic premise, then
14 the Court doesn't find that you can get to an oral
15 contract, a contract implied-in-fact or an actual
16 contract. And certainly the parties can't -- if we
17 can't get to that point, we can't get over that hurdle
18 and we can't even address whether or not there was a
19 meeting of the minds or what the terms were. But as I
20 stated earlier, I can't even conclude that there was a
21 meeting of the minds in the first place.

22 Additionally, regarding declaratory relief --

23 Hold on.

24 The Court will cite the parties to a number of

1 Nevada cases --

2 One moment. I had it right here.

3 -- regarding equity and what courts should look at
4 when sitting in courts of equity. In Shadow Wood
5 Homeowners Association versus New York Community
6 BanCorp, which is 132 Nevada Advance Opinion 5, 366
7 P.3d 1105, at page 1114, a 2016 case, the Nevada
8 Supreme Court states, quote, "When sitting in equity,
9 however, courts must consider the entirety of the
10 circumstances that bear upon the equities." And I'll
11 omit the citations there.

12 The Court goes on to state, "This includes
13 considering the status of action of all parties
14 involved, including whether an innocent party may be
15 harmed by granting the desired relief," citing Smith
16 versus United States, 373 F.2d 419, at page 424, a
17 Fourth Circuit case from 1966, wherein the Fourth
18 Circuit concluded, quote, "Equitable relief will not be
19 granted to the possible detriment of an innocent third
20 party."

21 Additionally, the Court notes when it sits in
22 equity, according to a case by the name of MacDonald
23 versus Krause, K-r-a-u-s-e, 77 Nevada 312, at page 318,
24 362 P.2d 724, at page 727, a 1961 case, the Nevada

1 Supreme Court stated that "It is a recognized province
2 of the courts of equity to do complete justice between
3 the parties."

4 In Landex, L-a-n-d-e-x, versus the State, 94 Nevada
5 469, at page 477, 582 P.2d 786, at page 791, a 1978
6 case, the Nevada Supreme Court acknowledged, quote, "A
7 court has the inherent power ancillary to its general
8 equity jurisdiction to order restitution in an
9 appropriate case."

10 Additionally, the parties acknowledged in their
11 trial statements accurately that simply because the
12 Court denies equitable relief for one party doesn't
13 mean that the other party, in this case Mr. Skarpelos,
14 ipso facto wins or prevails totally. Each party with
15 their declaratory relief has an obligation to
16 demonstrate to the Court it is entitled to relief.

17 Mr. Nork accurately cites to Balish, B-a-l-i-s-h,
18 versus Farnham, F-a-r-n-h-a-m, 92 Nevada 133, at page
19 137, 546 P.2d 1297, at page 1299, a 1976 case, for the
20 proposition, quote, "Interpleader is an equitable
21 proceeding to determine the rights of rival claimants
22 to property held by a third person having no interest
23 therein."

24 Then he goes on to state, and the Court agrees, "In

1 an interpleader action," quote, "each claimant is
2 treated as a plaintiff and must recover on the strength
3 of his own right to title and not upon the weakness of
4 his adversaries." That is citing back to page -- the
5 same page of the Balish case.

6 "Further, each claimant must succeed in
7 establishing his right to the property by a
8 preponderance of the evidence." That is citing to
9 Midland Insurance Company versus Friedgood,
10 F-r-i-e-d-g-o-o-d, 577 F.Supp.1047 -- strike that --
11 1407 at 1411, a 1984 case, from the Southern District
12 of New York.

13 In looking at Mr. Anderson's pleadings and also his
14 trial statement, he basically offers the same analysis
15 regarding the interpleader action and, that is, that
16 each side really must establish its right or interest
17 in the property.

18 The Court would also note that the parties have
19 agreed and both acknowledge that the Court is able to
20 fashion a remedy that isn't solely Mr. Skarpelos having
21 the stock back and WAM or Mr. Livadas or Weiser Capital
22 receiving nothing. I don't just simply put the parties
23 back in the position that they were which was what
24 Mr. Anderson's suggestion was in his trial statement

1 and in his argument.

2 The Court does acknowledge that because there is no
3 contract of sale between WAM and Mr. Skarpelos, the
4 shares themselves when they were sold and, therefore,
5 Mr. Skarpelos's interest in Stock Certificate 753 has
6 not changed based on the Court's determination that no
7 contract existed. However, the Court has also noted
8 that it does believe that Mr. Skarpelos had an account
9 with Weiser Asset Management or WAM, that he was in a
10 negative balance position, that something occurred and
11 that he was credited \$249,480.

12 Therefore, it is the order of the Court as follows:
13 That Weiser Asset Management or WAM and Weiser Capital,
14 their claims for contract, for declaratory relief and
15 for the implied covenant of good faith and fair dealing
16 are dismissed as having not been proven by a
17 preponderance of the evidence.

18 It is an additional order of the Court that
19 Mr. Skarpelos's single cause of action for declaratory
20 relief is granted. The Court finds that Mr. Skarpelos
21 is the owner of the disputed shares of stock that have
22 been interpled by NATCO in this proceeding.

23 The Court also pursuant to its equitable
24 jurisdiction resolves the issue between the parties as

1 follows: The Court finds that as an additional
2 determination, sitting as a court of equity, that
3 Mr. Skarpelos does in fact owe Weiser Asset Management
4 \$250,000 -- I shouldn't say 250 -- I should say
5 \$249,580, because the Court does conclude based on the
6 testimony that even though there wasn't a contract
7 between WAM and Mr. Skarpelos, WAM did give that money
8 to Mr. Skarpelos, either directly, as demonstrated by
9 Exhibit No. 44, or through the findings that the Court
10 has made that the money was going to Mr. Pedafronimos
11 and then presumably Mr. Pedafronimos is giving it
12 somehow to Mr. Skarpelos.

13 So the Court fashions a remedy that I believe is
14 appropriate under the circumstances and, that is, that
15 Mr. Skarpelos should be disgorged of those funds that
16 were given to him from his account.

17 The Court notes that the initial portion of the
18 funds were a liquidation of his negative balance with
19 Weiser Asset Management in the amount of \$153,679.54.
20 Correct that, because there was a wire transfer fee as
21 well. So the actual negative balance as of March 25th
22 of 2013 was \$153,804.54. Then when there is the credit
23 of \$249,580, that brings him to a positive account
24 balance of \$95,775.46.

1 There was no testimony at the trial that disputed
2 that at the end of the last withdrawal, which was the
3 \$7,500 Euro withdrawal and a \$125 transaction fee on
4 September 18th of 2013, Mr. Skarpelos wound up having a
5 cash positive balance of \$4,115.36.

6 So one moment. Let me do some quick math here on
7 the bench.

8 I hadn't taken that cash balance into consideration
9 at the time that I had made my conclusion regarding the
10 actual amount of restitution or disgorgement, I should
11 say, that Mr. Skarpelos must pay. So when I subtract
12 the balance of \$4,115.36, because I heard no testimony
13 to the contrary and I assume that balance still exists,
14 I come up with \$245,464.64. That's the 249,580 less
15 \$4,115.36.

16 If I did the math incorrectly, I apologize,
17 gentlemen, but it's my intention that he,
18 Mr. Skarpelos, return to Weiser Asset Management those
19 funds, because the Court finds that it has at least
20 been demonstrated to me that although there was no
21 contract in place, he certainly was advanced those
22 sums.

23 Additionally, the Court finds that allowing
24 Mr. Skarpelos to both retain the stock and to have no

1 responsibility regarding the monies that were forwarded
2 to him is an unreasonable windfall to Mr. Skarpelos.
3 As I said, I just simply did not find his statements to
4 be credible that throughout all of these transactions
5 with Mr. Livadas he never received a dime, no money
6 ever came to him, that he has no idea why these debits
7 were being placed on his account, that he never raised
8 any of these issues with Mr. Livadas. I just found it
9 to be frankly unconvincing.

10 And so he shouldn't be entitled to both the
11 windfall of keeping the stock, because the Court finds
12 that there was no contract whatsoever, and the
13 associated benefit of simply saying, "Oh, and, by the
14 way, I get to keep the \$250,000 that you forwarded to
15 me on my account." And, therefore, the Court finds
16 that it is the equitable thing to do under the
17 circumstances to force Mr. Skarpelos to disgorge those
18 funds.

19 Additionally, the Court orders that Mr. Skarpelos
20 shall not transfer, sell, gift, bequest, or in any
21 other way dispose of or liquidate any of his Anavex
22 stock until he has paid WAM the money back. And that
23 is the only portion of the Court's judgment that,
24 counsel, I would allow you to give me some additional

1 research on, because what I don't want to do is create
2 an issue in the case that causes needless difficulty,
3 but I also don't want Mr. Skarpelos to be able to just
4 now continue to liquidate all of his stock and not take
5 care of his responsibility as the Court has determined.

6 I just want him to get WAM paid back the money I
7 think that they are owed. That's why I'm placing the
8 limitation on his ability to dispose of any of that
9 remaining stock that he identifies he still has. I
10 know he's given away a million and a half or two
11 million shares or something like that. He's given away
12 a good chunk of it was his testimony subsequent to the
13 failed or non-consummated sale to the mysterious
14 Chinese investors, but he still has a significant
15 amount of stock.

16 And what I will do for the first time today
17 is look. I'm just curious. I remember the parties had
18 indicated that Anavex stock was trading at a much
19 higher rate than it had in the past. So let's see what
20 Anavex is trading at today.

21 Anavex Life Science Corporation closed today at
22 \$2.08 a share. So parenthetically -- and it has no
23 impact on the Court's outcome, because I found that
24 there was no contract at all. I also don't think it

1 would be fair for WAM or Mr. Livadas or Weiser Capital
2 to have the unintended benefit of getting stock that's
3 trading at or near \$2 a share when the sale back in
4 2013 was -- as we discussed, it was like 8 cents a
5 share is what the parties came to. That wasn't the
6 intention of the parties at all.

7 So that is the Court's finding. The Court finds in
8 favor of Mr. Skarpelos. The Court finds that
9 Mr. Skarpelos owes Mr. Livadas a little under \$250,000.
10 And the Court concludes that Mr. Skarpelos cannot
11 transfer any of his assets in Anavex until he pays
12 Mr. Livadas the money that is due and owing.

13 Do you believe that you would like to brief that
14 final issue, Mr. Anderson?

15 MR. ANDERSON: Yes, Your Honor. I guess I would
16 like to just think about it a little bit. It seems
17 almost like sort of a stay pending appeal. And I
18 haven't had a chance to really consider what the bond
19 implications may be. Normally Mr. Livadas would be
20 required to post some sort of a bond or to receive a
21 stay that Skarpelos not do anything with the stock.

22 In this case at three million shares at \$2 a share
23 we're talking about \$6 million, well in excess of the
24 \$250,000 the Court has ordered. So I don't want to

1 extend this longer than necessary, but I do want to
2 have a chance to think about it and discuss with my
3 client and my colleagues and see if that's something
4 that needs to be briefed. I'm happy to do it on an
5 expedited basis so we can have finality to this, but I
6 would like an opportunity to consider it.

7 THE COURT: I guess if it's selling at \$2 and
8 change a share, just go sell 100,000 or 125,000 shares
9 and it's all over with.

10 Mr. Nork, what are your thoughts?

11 MR. NORK: That's fine. I would like to look into
12 that as well. The only thing I would point out is
13 there was that four-to-one stock consolidation.

14 THE COURT: That's right. So now there's only like
15 800,000 shares.

16 MR. ANDERSON: And I had forgotten about that.
17 Mr. Nork is correct.

18 THE COURT: That is correct, Mr. Nork. I had
19 completely forgotten about that. The Court would note
20 that the parties stated in their trial statements that
21 there was -- what? -- a four-to-one stock
22 consolidation.

23 MR. NORK: Yes, Your Honor.

24 THE COURT: So there are not as many shares out

1 there, but still, even assuming that he has -- by "he"
2 I mean Mr. Skarpelos -- has give or take 800,000 shares
3 or 500,000 shares, he can certainly make this good.

4 You know, and it's funny when you raised that
5 issue, Mr. Anderson, I hadn't really thought too much
6 about an appeal. You're right, there's an appeal bond.
7 I don't know if either party wishes to appeal the
8 Court's decision. And I always tell people this: I am
9 never offended if somebody appeals something that I do,
10 because, I mean, that's your job. So if you want to
11 appeal, go ahead and appeal. I'm just concerned that
12 Mr. Skarpelos would liquidate his assets unnecessarily
13 or make it more difficult to reimburse WAM for the
14 money that was forwarded to him on his account.

15 MR. NORK: Your Honor, the other thing that occurs
16 to me is I have a vague recollection that the order
17 dismissing NATCO provides that they are not going to do
18 anything until all appeals have run. So if NATCO -- I
19 mean, they deposited the stock certificate with Your
20 Honor, but it seems to me to have been contemplated by
21 the parties that nothing was going to happen with the
22 stock until all appeals had run anyway.

23 THE COURT: Well, then maybe I'll just withdraw the
24 caveat that Mr. Skarpelos not dispose of any of his

1 shares if that's the case, Mr. Nork.

2 MR. NORK: You know, I would like to take a closer
3 look at that stip, if you don't mind, before that.

4 THE COURT: Okay. I'll let the parties brief that.
5 If that is the stipulation that's in place, then the
6 Court's order regarding the disposition of
7 Mr. Skarpelos's interest in Anavex would be moot
8 anyway, so it would just be creating an issue that I
9 don't want to do. I like solving problems, not
10 creating them.

11 So if that is the case, gentlemen, if NATCO -- if
12 NATCO is not going to do anything regarding the stock
13 at all with Anavex until all of this is resolved
14 through appeal, then it's probably moot, I think,
15 Mr. Nork, but I'll give you the opportunity to give
16 that a look.

17 MR. NORK: Thank you, Your Honor.

18 THE COURT: So if you could just contact
19 Ms. Mansfield after you look at that and let me know.
20 I'll leave that open.

21 Mr. Anderson, I'll direct you to prepare the
22 findings of fact and conclusions of law and the order
23 for the Court's signature. And if you could wait to do
24 the final draft until Mr. Nork looks at that. So,

1 counsel, if you could just confer with each other.

2 Mr. Nork, if you think it's moot or would just
3 create a bigger issue than is necessary, then just let
4 Mr. Anderson know that and he can eliminate that
5 portion of the Court's decision. If, however, you want
6 to leave it in, Mr. Nork, and, Mr. Anderson, you don't
7 want it in there and you guys want to fight about it,
8 contact me and let me know.

9 I say "fight" in the most civil and professional
10 way as you guys have been throughout these proceedings.
11 If you want to discuss it with me, we can set a brief
12 hearing and resolve it that way.

13 Mr. Anderson, do you need any additional
14 information from the Court to prepare the findings of
15 fact and conclusions of law and the order?

16 MR. ANDERSON: I don't believe so, Your Honor.
17 I'll request a copy of the transcript from the court
18 reporter and get to work.

19 THE COURT: And I would also note that if there are
20 additional legal principles that you have cited in your
21 brief regarding any of the legal issues that I have
22 addressed, you can certainly include those in the
23 findings of fact, because I always review them. You
24 know, I don't just sign what you guys give me. I

1 actually go back and look at it myself.

2 And so if I think that there's something in there
3 that is an inaccurate statement of the law or that
4 doesn't apply under the circumstances, I will direct
5 that it be removed, but I think I've covered all of the
6 basic legal principles regarding both the contract
7 issues, the implied contract that Mr. Nork raised, oral
8 contract -- there was no oral contract that the Court
9 found -- and additionally the equitable principles that
10 we've talked about. So I think I hit on all the main
11 principles, legal principles, and I've also given you
12 the findings regarding the facts in the case.

13 Do you need anything else regarding the facts?

14 MR. ANDERSON: I don't believe so. I think the
15 Court made sufficient facts to support the findings of
16 fact to support the judgment it reached with respect to
17 the claims by Weiser. I think I'm prepared to make the
18 draft according to the Court's finding.

19 THE COURT: Mr. Nork, anything that you would like
20 me to clarify? I know -- it's funny. I don't expect
21 you to agree with the decision. But regarding the
22 Court's conclusion and the analysis that the Court went
23 through, is there anything that I can clarify for you
24 in order to make Mr. Anderson's job easier? I would

1 rather just solve the issue now as we're talking about
2 it rather than Mr. Anderson going to draft it, then
3 there's a dispute, then you've got to call me. I mean,
4 as you sit here is there anything I've identified that
5 you would like me to clarify?

6 MR. NORK: Nothing leaps to mind, Your Honor. I
7 too would like a copy of the transcript, though, so I
8 can view it along with the proposed findings.

9 THE COURT: Okay, gentlemen. Regarding the Stock
10 Certificate 753, we have the original. The Court has
11 the original. However, the Court would also note that
12 actually that doesn't represent the current shares of
13 stock in Anavex. I think the current shares of stock
14 in Anavex are now 975.

15 MR. NORK: That's true, Your Honor.

16 THE COURT: But I'm not just going to get rid of
17 that, just so you know.

18 And, ma'am, I apologize. I know you've been here
19 for the whole proceedings. You're here on behalf of
20 NATCO; correct?

21 MS. CARDINALLI: Yes. I'm Amanda Cardinalli. I'm
22 the president of NATCO.

23 THE COURT: And you're Mr. Walker's sister?

24 MS. CARDINALLI: I am.

1 THE COURT: Excellent. Thank you for being here,
2 Ms. Cardinalli.

3 I don't want to do anything with the stock
4 certificate at this moment. At the conclusion of the
5 proceedings, which means all the way through the
6 appeals process or until the parties direct me
7 otherwise, Exhibit 753 will remain in the possession of
8 the court. But as we already know, NATCO issued Stock
9 Certificate 975. So now this additional certificate is
10 out there. It's a problem.

11 Ms. Cardinalli, what would you like to say?

12 MS. CARDINALLI: I would like to say it's in
13 electronic format. It is not in a physical
14 certificate.

15 THE COURT: 975?

16 MS. CARDINALLI: Yes, the replacement shares.

17 THE COURT: Okay.

18 MR. NORK: Your Honor, it adds an additional layer
19 of complication and one that I will have to keep in
20 mind when I review the stipulation signed by NATCO and
21 the other parties to see how that interplays at all.
22 And I will be in touch with Mr. Anderson and with Your
23 Honor about whatever I find.

24 THE COURT: What are your thoughts on that,

1 Mr. Anderson?

2 MR. ANDERSON: I think it's proper to be, I guess,
3 pragmatic about how we approach this. I don't disagree
4 with Mr. Nork that I need to revisit the stipulation on
5 how we are going to dispose of the issue of the stock
6 vis-a-vis NATCO. So we have time while we're reviewing
7 the transcript to discuss the issue and figure out how
8 to best approach it from our standpoint and also
9 addressing it with NATCO. So I think we'll just take
10 the time to hash that issue out while we put together
11 the proposed findings of fact for the Court's
12 consideration.

13 THE COURT: Thank you, Mr. Anderson.

14 The Court will retain possession of the interpled
15 stock certificate until the Court decides what to do
16 with it once the parties have reached an agreement or
17 until I make a final determination.

18 Ms. Cardinalli, regarding the certificate itself --
19 this is just out of curiosity now based on your
20 experience at NATCO. In the end, let's just assume
21 that the Court's determination is that Mr. Skarpelos is
22 entitled to that stock -- or to those stocks in
23 question and the stock certificate is given back to
24 him. Would he just destroy the stock certificate? I

1 guess what I'm saying in another way is does that
2 certificate, that piece of paper, have any value?

3 MS. CARDINALLI: It would. He could take it -- not
4 that he would do this.

5 THE COURT: Theoretically.

6 MS. CARDINALLI: Theoretically he could take it and
7 sell it again. And if that broker didn't contact my
8 office and confirm that it was a valid certificate, it
9 could be sold in the market and a third party, a bona
10 fide purchaser, could be hurt.

11 So I would like at the conclusion of this -- let's
12 say Mr. Skarpelos does -- is entitled to the
13 certificate. I would ask Mr. Skarpelos to return it to
14 me to mark it canceled on the books, which it is marked
15 canceled on the books, but the physical certificate
16 would come back and be kept in the records so a third
17 party could not be hurt.

18 THE COURT: Right. That was my concern in a
19 general sense is that it could be negotiated somehow to
20 someone who doesn't know that it has been
21 dematerialized and now it's in the digital form as 975.
22 And then 975 may have been sold in parts over time or,
23 as Mr. Skarpelos testified in this case, I think he's
24 gifted some of it, sold some of it, has some of it. So

1 exactly who owns all the shares is in question.

2 So it might be in the end that the Court will not
3 return the stock certificate to Mr. Skarpelos. It
4 might be that the Court returns it to Mr. Anderson
5 theoretically to return to NATCO to have NATCO take any
6 action in accordance with the Exhibits 13, 14, 15 and I
7 think 16 which demonstrate the dematerialization -- the
8 reissuance of Stock Certificates No. 660 and No. 753
9 and then the issuance of Stock Certificate 975 in the
10 total of amount of 6,725,832 shares of which Mr. Nork
11 has already identified we've had a consolidation, so
12 there are not even that many shares left. It's clear
13 as mud as they say.

14 Okay, gentlemen. I would again like to emphasize
15 to the three of you certainly how impressed I have been
16 with the presentation of this case, with your
17 professionalism towards each other and with your
18 collegiality with the Court. I really do truly
19 appreciate that.

20 The three of you have demonstrated to me that you
21 can disagree without being disagreeable, you can be
22 advocates and strongly advocate on behalf of your
23 clients and it doesn't mean that you have to be
24 unprofessional. So I think that all of you have

1 handled yourselves in a commendable way in this case
2 and made a complex case both interesting and, dare I
3 say, enjoyable for the Court to listen to. I actually
4 really did enjoy it.

5 That probably is even stranger than Mr. LaForge's
6 comment that he wants to come to talk to me about the
7 hearsay rule. I don't know if Mr. LaForge wants to
8 inform me about the hearsay rule or just to chat. But
9 either way, now that it's over with, Mr. Nork, if you
10 want to tell Mr. LaForge to come on over and we'll talk
11 about hearsay.

12 MR. NORK: I will let him know, Your Honor.

13 THE COURT: I love hearsay. We'll go from there.

14 Counsel, court is in recess. Thank you very much.

15 (The proceedings were concluded at 4:17 p.m.)

16 --o0o--
17
18
19
20
21
22
23
24

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

4 I, LORI URMSTON, Certified Court Reporter, in and
5 for the State of Nevada, do hereby certify:

6 That the foregoing proceedings were taken by me
7 at the time and place therein set forth; that the
8 proceedings were recorded stenographically by me and
9 thereafter transcribed via computer under my
10 supervision; that the foregoing is a full, true and
11 correct transcription of the proceedings to the best
12 of my knowledge, skill and ability.

13 I further certify that I am not a relative nor an
14 employee of any attorney or any of the parties, nor am
15 I financially or otherwise interested in this action.

16 I declare under penalty of perjury under the laws
17 of the State of Nevada that the foregoing statements
18 are true and correct.

19 DATED: At Reno, Nevada, this 8th day of
20 February, 2019.

21
22 LORI URMSTON, CCR #51

23 _____
24 LORI URMSTON, CCR #51

1 **1520**

2 JOHN F. MURTHA, ESQ.

3 Nevada Bar No. 835

4 DANE W. ANDERSON, ESQ.

5 Nevada Bar No. 6883

6 SETH J. ADAMS, ESQ.

7 Nevada Bar No. 11034

8 **WOODBURN AND WEDGE**

9 Sierra Plaza

10 6100 Neil Road, Ste. 500

11 P.O. Box 2311

12 Reno, Nevada 89505

13 Telephone : (775) 688-3000

14 jmurtha@woodburnandwedge.com

15 danderson@woodburnandwedge.com

16 sadams@woodburnandwedge.com

17 *Attorneys for Defendant/Cross-Claimant*

18 *Athanasios Skarpelos*

19
20 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
21 IN AND FOR THE COUNTY OF WASHOE

22 ***

23 NEVADA AGENCY AND TRANSFER
24 COMPANY, a Nevada corporation,

25 Case No. CV15-02259

26 Dept. No. 10

27 Plaintiff,

28 vs.

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

33 **DECLARATION OF**
34 **DANE W. ANDERSON IN SUPPORT**
35 **OF MOTION FOR ATTORNEYS'**
36 **FEES**

37 Defendants.

38 _____/
39 ATHANASIOS SKARPELOS, an individual,

40 Cross-Claimant,

41 vs.

42 WEISER ASSET MANAGEMENT, LTD., a
43 Bahamas company, and WEISER (BAHAMAS)
44 LTD., a Bahamas company.

45 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 **DECLARATION OF DANE W. ANDERSON IN SUPPORT OF**
9 **MOTION FOR ATTORNEYS' FEES**

10 1. I am an attorney licensed to practice in the state of Nevada. I make this
11 declaration of my own personal knowledge in support of the motions for attorneys' fees
12 filed concurrently.

13 2. I am a shareholder with the law firm of Woodburn and Wedge
14 ("Woodburn"). Woodburn is counsel for defendant/cross-claimant Athanasios Skarpelos
15 ("Skarpelos"). The bulk of the work done in this case was performed by John Murtha and
16 myself. I have been practicing commercial litigation for 18 years. John F. Murtha has
17 been practicing commercial litigation for more than 37 years.

18 3. Woodburn has represented Skarpelos for the entirety of this litigation,
19 which resulted in a favorable judgement for Skarpelos following more than 3 years of
20 litigation.

21 4. Attached as **Exhibit 1** is a true and correct copy of the "Fee Transaction
22 Listing" that is tracked and recorded by Woodburn's accounting software in the regular
23 course of time entry and billing, reflecting fees and costs incurred by Plaintiffs from the
24 inception of this case through today's date. These billings have been redacted as to
25 privileged information. Additional documentation for time and expenses incurred after
26 today's date will be provided as soon as they are available.

27 5. The attorneys that worked on this case billed at below market rates. The
28 shareholder rates range from \$350 to \$375 and the associate rates ranges from \$150 to

1 \$300. I am knowledgeable about general billing rates in this market and know that the
2 rates charged to Skarpelos were below the market for attorneys of the same experience
3 level.

4 6. It is my opinion that all of the fees incurred by Skarpelos were reasonable
5 and necessary to litigate this lawsuit to its successful conclusion.

6 I declare under penalty of perjury under the law of the State of Nevada that the
7 foregoing is true and correct.
8

9 **Affirmation pursuant to NRS 239B.030**

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

12 Dated this 24 day of April, 2019.
13

14 /s/ Dane W. Anderson
15 DANE W. ANDERSON
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Woodburn and Wedge and that on this date,
3 I caused to be sent via electronic delivery through the Court's E-flex system a true and correct
4 copy of the **DECLARATION OF DANE W. ANDERSON IN SUPPORT OF MOTION**
5 **FOR ATTORNEYS' FEES** to:

6
7 Alexander H. Walker III, Esq.
8 57 West 200 South, Ste. 400
9 Salt Lake City, Utah 84101
10 awalker@law@aol.com

11 *Attorneys for Plaintiff*

12 Jeremy J. Nork, Esq.
13 Frank Z. LaForge, Esq.
14 Holland & Hart LLP
15 5441 Kietzke Lane, 2nd Floor
16 Reno, Nevada 89511
17 jnork@hollandandhart.com
18 fzlaforge@hollandandhart.com

19 *Attorneys for Defendant Weiser (Bahamas), Ltd.*

20
21 DATED: April 25th, 2019.

22 /s/ Dianne M. Kelling
23 Dianne M. Kelling, an employee of
24 Woodburn and Wedge
25
26
27
28

EXHIBIT INDEX

Exhibit No.	Description	No. of Pages *
1	Woodburn and Wedge Fee Transaction	18

* Number of Pages Does **Not** include the divider page marking the exhibit.

EXHIBIT 1

EXHIBIT 1

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
4296	3/7/2016	JFM	P	Review documents received from A. Walker (NATCO)	0.3	\$112.50
4383	3/8/2016	JFM	P	Emails from and to A. Walker; Review draft amended complaint and stipulation to file amended complaint	0.3	\$112.50
4391	3/8/2016	WCW	P	Review pleadings and emails	0.3	\$112.50
5151	3/22/2016	JFM	P	Emails from and to A. Walker and J. Nork re amended complaint	0.1	\$37.50
5802	4/12/2016	JFM	P	Emails from and to A. Walker re amended complaint	0.2	\$75.00
8193	5/3/2016	JFM	P	Review docket sheet for filing of amended complaint; Email to all counsel re responses to amended complaint	0.3	\$112.50
8510	5/5/2016	JFM	P	Emails from and to A. Walker and counsel for Weisler re response time to amended complaint	0.2	\$75.00
9445	5/16/2016	JFM	P	Emails from and to B. Pinsky	0.2	\$75.00
9496	5/19/2016	JFM	P	Work on answer to amended complaint and cross-claim; Email to client	1.2	\$450.00
9512	5/20/2016	JFM	P	Emails from and to T. Skarpelos; Finalize answer to amended complaint and crossclaim	1.2	\$450.00
9584	5/23/2016	JFM	P	Finalize and approve answer to amended complaint and counterclaims	0.6	\$225.00
9715	5/24/2016	JFM	P	Emails from and to Weiser's counsel; Review Weiser's answer and crossclaim; Email to client and B. Pinsky	0.5	\$187.50
11105	6/10/2016	JFM	P	Emails from and to T. Skarpelos	0.1	\$37.50
11703	6/17/2016	JFM	P	Draft answer to Weiser's cross-claim; Email to client and B. Pinsky	1.6	\$600.00
11692	6/22/2016	JFM	P	Emails from and to A. Walker re scheduling early case conference	0.2	\$75.00
12123	6/28/2016	JFM	P	Emails from and to A. Walker and J. Nork	0.2	\$75.00
12282	6/30/2016	JFM	P	Emails from and to A. Walker and J. Nork re early case conference	0.1	\$37.50
12317	7/1/2016	JFM	P	Review email and documents provided by client and Pinsky's email; Email to client and Pinsky	0.4	\$150.00
12753	7/7/2016	JFM	P	Emails from and to A. Walker re early case conference	0.2	\$75.00
13908	7/25/2016	JFM	P	Emails from and to counsel re need to reschedule early case conference	0.2	\$75.00
14451	8/1/2016	JFM	P	Review all documents produced to date; Analyze same and compare to client's most recent email; Prepare/edit/finalize client's 16.1 disclosures and production; Attend 16.1 conference; Email to A. Walker re production of documents	4.3	\$1,612.50
15575	8/13/2016	JFM	P	Review plaintiff's draft 16.1 report and draft section relative Skarpelos' legal position in the matter; Email to all counsel	0.4	\$150.00
15798	8/15/2016	JFM	P	Receive 16.1 disclosures from Weiser's counsel and assignment to associate to review and report on significant disclosures, if any	0.4	\$150.00
17450	8/15/2016	JMW	P	Review client documents for fully executed stock agreement and evidence of payment to client	4.5	\$1,350.00
16341	8/19/2016	JFM	P	Review/approve revised early case conference report and email to all counsel re same; Read NATCO's initial witness and document disclosures	0.7	\$262.50
16355	8/22/2016	JFM	P	Email to A. Walker re 16.1 report to court	0.1	\$37.50
16295	8/23/2016	JMW	P	Review 16.1 disclosures for fully executed stock purchase agreement and documents demonstrating transfer of payments; Draft memo to John Murtha re same	4.6	\$1,380.00
17885	9/8/2016	JFM	P	Email to client re [REDACTED]	0.1	\$37.50
17946	9/9/2016	JFM	P	Review and analyze documents produced by Weisser and email to T. Skarpelos and B. Pinsky re same	1.8	\$675.00
18714	9/23/2016	JFM	P	Review file and email to T. Skarpelos and B. Pinsky	0.2	\$75.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
19025	9/28/2016	JFM	P	Emails from T. Skarpelos and B. Pinsky; Review documents referenced in the emails; Research time limit by which documents must be objected to on the basis of authenticity	0.9	\$337.50
20448	10/19/2016	JFM	P	Review documents produced, work on discovery planning and assignment to associate re interrogatories and requests for production of documents	1.5	\$562.50
21502	10/19/2016	JMW	P	Conference with John Murtha re drafting written discovery; Begin review of disclosed documents	1.3	\$390.00
21016	10/25/2016	JFM	P	Work with J. Woodbury re discovery	0.1	\$37.50
21524	10/25/2016	JMW	P	Review disclosed documents; Prepare table of persons involved in matter	5.6	\$1,680.00
21530	10/26/2016	JMW	P	Continue review of disclosed documents in preparation for written discovery	4.4	\$1,320.00
20909	10/27/2016	JMW	P	Continue review of Weiser document production; Draft interrogatories to Weiser	3.8	\$1,140.00
23549	11/2/2016	JMW	P	Review produced documents for timeline of events and list of relevant individuals; Draft first set of interrogatories to Weiser	3.2	\$960.00
21827	11/3/2016	JMW	P	Finish drafting first set of Interrogatories to Weiser; Draft first set of Requests for production of documents	2.7	\$810.00
21839	11/4/2016	JMW	P	Draft memo re individuals mentioned in produced documents	1.8	\$540.00
22118	11/6/2016	JFM	P	Review draft requests and email to J. Woodbury directing service	0.2	\$75.00
23556	11/8/2016	JMW	P	Correspondence with John Murtha re discovery requests to Weiser	0.2	\$60.00
23564	11/9/2016	JMW	P	Draft discovery requests for Weiser Bahamas; Send out requests	0.6	\$180.00
23273	11/30/2016	JMW	P	Correspondence with John Murtha re timeline for discovery responses	0.1	\$30.00
23950	12/7/2016	JFM	P	Emails from and to counsel for Weiser re responses to discovery requests	0.1	\$37.50
25633	12/7/2016	JMW	P	Correspondence re extension of time for Weiser to respond to discovery requests	0.2	\$60.00
26250	1/12/2017	JFM	P	Emails from and to Weiser's counsel re production of documents and meeting; Email from and to A. Walker	0.4	\$150.00
26571	1/18/2017	JFM	P	Emails from and to Weiser's counsel re discovery responses	0.2	\$75.00
26681	1/20/2017	JFM	P	Review Weiser responses to discovery requests and emails to and from Weiser's counsel	0.6	\$225.00
26910	1/24/2017	JMW	P	Correspondence with John Murtha re receipt of Weiser discovery requests	0.1	\$30.00
27028	1/25/2017	JMW	P	Conference with Jeremy Nork, Weiser counsel, and John Murtha re Weiser's documentation and positions on issues in case	0.9	\$270.00
27057	1/25/2017	JFM	P	Review all discovery to date and emails from client and B. Pinsky in preparation for meeting with Weiser's counsel; Meeting with counsel for Weiser; Memo to client and B. Pinsky	4.0	\$1,500.00
27125	1/26/2017	JFM	P	Emails from and to B. Pinsky	0.3	\$112.50
27200	1/27/2017	JFM	P	Emails from and to T. Skarpelos; Prepare additional list of documents to be produced by Weiser to support claims of payment	1.5	\$562.50
27637	1/27/2017	JMW	P	Review correspondence from John Murtha re second set of Requests for Production to Weiser	0.1	\$30.00
27398	1/31/2017	JMW	P	Draft second set of requests for production to Weiser and Weiser Bahamas	0.7	\$210.00
27721	2/1/2017	JFM	P	Review final draft of second request for production of documents	0.2	\$75.00
28206	2/7/2017	JFM	P	Consultation with G. Barnard (securities attorney within firm) re	1.2	\$450.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				analysis of Weiser's claim and enforceability of a "without notice" sale of stock; Detailed email to A. Walker; Analysis of Weiser's conflicting theories of sale of the Anavex stock		
30347	3/1/2017	JFM	P	Email to client and B. Pinsky; Emails from and to Weiser's counsel re production of documents	0.2	\$75.00
31765	3/24/2017	JFM	P	Review Weiser's responses to second request for production of documents; Letter to Weiser's attorney re deficient responses to discovery; Email to Weiser's counsel and to A. Walker; Email to A. Skarpelos and B. Pinsky	1.5	\$562.50
33451	4/3/2017	JFM	P	Review court's pretrial order and emails to and from all counsel re same	0.4	\$150.00
33473	4/4/2017	JFM	P	Email to attorney for Weiser re responses to court's scheduling orders	0.1	\$37.50
33485	4/5/2017	JFM	P	Email to Weiser's counsel re response to court's scheduling order; Emails to all counsel re same; Email to client re trial setting and jury trial issues	0.6	\$225.00
33489	4/6/2017	JFM	P	Prepare for scheduling conference with all counsel as directed by the court; Conference call with all counsel re trial setting and early case conference; Emails to and from counsel re trial setting and discovery scheduling issues; Email to client	0.9	\$337.50
33660	4/11/2017	JFM	P	Emails to and from counsel re trial setting; Email to J. Nork re stipulation re pretrial conference	0.4	\$150.00
33675	4/12/2017	JFM	P	Trial setting conference with counsel and court; Email to client re trial date issues	0.4	\$150.00
34147	4/14/2017	JFM	P	Review proposed stipulated discovery schedule and email to Weiser's counsel re same	0.5	\$187.50
34587	4/24/2017	JFM	P	Review filed and entered discovery plans and pre-trial discovery order	0.2	\$75.00
35243	5/1/2017	JFM	P	Email to Weiser's counsel requesting an update/supplement on its production of documents; Email to C. Lovato	0.4	\$150.00
36896	5/5/2017	JFM	P	Review file for information re Weiser payments to Skarpelos and emails re same and email to Skarpelos	0.5	\$187.50
36919	5/9/2017	JFM	P	Emails from and to T. Skarpelos and B. Pinsky; Telephone conference with T. Skarpelos and B. Pinsky (issues with Weiser failing to provide documents in support of its claims)	0.5	\$187.50
37490	5/25/2017	JFM	P	Email to Weiser's counsel re missing documents	0.2	\$75.00
38929	6/15/2017	WCW	P	Conference with John Murtha re discovery strategy.	0.5	\$187.50
39686	6/15/2017	JFM	P	Analysis of all prior discovery responses; Conference with C. Wicker re whether to file motion to compel production or motion for summary judgment first	1.2	\$450.00
40955	7/18/2017	JFM	P	Review all prior discovery responses and letter to Weiser's counsel re deficient discovery responses	1.2	\$450.00
41670	7/28/2017	JFM	P	Review all discovery, letters and emails related to deficient discovery responses and prepare motion to compel production	2.5	\$937.50
42974	8/15/2017	JFM	P	Work on reply in support of motion to compel	1.2	\$450.00
43501	8/21/2017	JFM	P	Finish reply in support of motion to compel	1.0	\$375.00
43524	8/23/2017	JFM	P	Email to client and from B. Pinsky re motion to compel	0.2	\$75.00
44913	9/8/2017	JFM	P	Check on status of motion to compel	0.1	\$37.50
45541	9/18/2017	JFM	P	Follow-up on status of motion to compel discovery production by Weiser	0.2	\$75.00
48039	10/12/2017	JFM	P	Telephone conference with Discovery Commissioner's office re pending motion to compel production of documents	0.2	\$75.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
49048	10/31/2017	JFM	P	Review discovery commissioner's recommendation on motion to compel	0.5	\$187.50
49681	11/1/2017	JFM	P	Telephone call and email to Weiser's counsel re scheduling depositions	0.2	\$75.00
50265	11/9/2017	JFM	P	Telephone call to Weiser's counsel re deposition scheduling and document production	0.1	\$37.50
50562	11/15/2017	JFM	P	Review Weiser's updated responses to request for production of documents; Telephone conference with Weiser's counsel re depositions	0.4	\$150.00
51315	11/28/2017	JFM	P	Email T. Skarpelos re [REDACTED]	0.2	\$75.00
52265	12/5/2017	CTL	P	Conference with John Murtha re foreign witness subpoena issue and compelling witness to testify issue	0.2	\$30.00
52460	12/5/2017	JFM	P	Assignment to associate to research process for obtaining service of process in Greece and the Bahamas	0.2	\$75.00
52436	12/7/2017	CTL	P	Research regarding NRS requirements for foreign depositions, Hague Convention treaty re foreign service of depositions and compelling testimony; Begin drafting memo re same; Email John Murtha re citizenship of witnesses	2.5	\$375.00
52508	12/8/2017	CTL	P	Research regarding Hague convention requirements and NRS 28 re foreign depositions; Revise memo re same	1.7	\$255.00
52615	12/11/2017	CTL	P	Research regarding Hague Evidence convention and contracting countries to the same; Research regarding NRCP and federal rules conjunction arguments; Research regarding NRCP compelling testimony of a party or party representative to forum state; Review and revise memo re all of same	3.2	\$480.00
52948	12/11/2017	JFM	P	Review Weiser's first interrogatories and request for production and email to T. Skarpelos re [REDACTED] Email to Weiser's counsel re discovery cutoff for depositions; Emails from and to T. Skarpelos; Begin detail analysis of all documents produced in preparation for deposition planning	4.5	\$1,687.50
52705	12/12/2017	CTL	P	Review and revise memo re foreign jurisdictions domesticating subpoenas for depositions and compelling testimony re same; Email John Murtha re same	1.2	\$180.00
52956	12/12/2017	JFM	P	Emails from and to T. Skarpelos re [REDACTED] [REDACTED] Review memo from associate re compelling attendance of parties and witnesses when they live out of the country; Prepare stipulation to extend deposition deadline and email to counsel re same; Emails from and to A. Walker re original of stock certificate 753 and role of Primoris Group; Continued review of all documents produced by Weiser defendants to prepare exhibit binders	3.2	\$1,200.00
52967	12/13/2017	JFM	P	Work on document organization and review in preparation for conference with client, preparation of discovery responses and preparation exhibits; Review all pleadings in preparation in preparation for telephone conference with client and B. Pinsky; Review/analyze recent discovery requests in preparation for conference with client and B. Pinsky; Emails from and to A. Walker re production of stock certificate #753	4.0	\$1,500.00
53069	12/14/2017	JFM	P	Prepare for and telephone conference with T. Skarpelos; Work on third request for production of documents; Emails to and from A. Walker re discrepancies on power of attorney; Begin work on requests for admission addressing the failure of Weiser to pay for shares of stock	6.0	\$2,250.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
53074	12/15/2017	JFM	P	Prepare requests for admission to Weiser Asset and Weiser Bahamas	3.5	\$1,312.50
53155	12/18/2017	JFM	P	Continued work on trial discovery; Email to opposing counsel re depositions	2.0	\$750.00
53840	1/2/2018	JFM	P	Review file and email to T. Skarpelos re [REDACTED]	0.2	\$75.00
54146	1/3/2018	JFM	P	Emails from and to T. Skarpelos re [REDACTED]	0.1	\$37.50
54273	1/5/2018	JFM	P	Telephone conference with Weiser's counsel re deposition issues	0.2	\$75.00
54435	1/8/2018	JFM	P	Emails to and from T. Skarpelos and Weiser's counsel re responses to discovery requests; Review T. Skarpelos' responses to the discovery requests	0.5	\$187.50
55047	1/10/2018	JFM	P	Emails to T. Skarpelos re [REDACTED]	0.2	\$75.00
55052	1/11/2018	JFM	P	Review file and documents supportive answers to interrogatories; Draft responses to answers to interrogatories and incorporate client's answers and information; Research requirement that answers be signed under oath when client resides outside the U.S.	3.5	\$1,312.50
55059	1/12/2018	JFM	P	Emails from T. Skarpelos; Formalize responses to requests for production; Letter to all counsel re discovery responses; Email to T. Skarpelos	2.5	\$937.50
55071	1/16/2018	JFM	P	Emails to and from Weiser's counsel re discovery responses and deposition scheduling	0.2	\$75.00
55608	1/23/2018	JFM	P	Emails from and to J. Nork re discovery response and deposition scheduling	0.2	\$75.00
55796	1/25/2018	JFM	P	Email to T. Skarpelos re [REDACTED]	0.1	\$37.50
56073	1/29/2018	JFM	P	Emails to and from B. Pinsky re [REDACTED]	0.3	\$112.50
56092	1/30/2018	JFM	P	Emails to and from B. Pinsky and Mr. Latrous re [REDACTED]	0.3	\$112.50
56102	1/31/2018	JFM	P	Emails from Canadian counsel re [REDACTED] Emails from and to Weiser's counsel re discovery response	0.5	\$187.50
56813	2/2/2018	JFM	P	Emails from and to T. Skarpelos re [REDACTED]; Email to latrous re Boutsalis deposition	0.2	\$75.00
56864	2/5/2018	JFM	P	Telephone call to Weiser's counsel re deposition scheduling; Email to T. Skarpelos re [REDACTED]	0.2	\$75.00
56953	2/6/2018	JFM	P	Emails from and to T. Skarpelos; Telephone call to Weiser's counsel re depositions; Review Weiser's responses to third request for production of documents and first requests for admission	0.7	\$262.50
57044	2/7/2018	JFM	P	Telephone call to J. Nork re scheduling deposition; Email from and telephone call to A. Walker re deposition scheduling	0.2	\$75.00
57224	2/8/2018	JFM	P	Telephone;hone conference with J. Nork re deposition and trial issues; Email to T. Skarpelos re [REDACTED]; Email to Ms. Georgiadou re depositions	0.7	\$262.50
57280	2/12/2018	JFM	P	Emails from and to T. Skarpelos; Email to Weiser's counsel	0.2	\$75.00
57526	2/13/2018	JFM	P	Emails from and to Weiser's counsel re prior answers to interrogatories	0.2	\$75.00
57539	2/14/2018	JFM	P	Review Weiser's objections to Skarpelos' answers to interrogatories; Email to Skarpelos; Consult with G. Barnard re Bahamian counsel	0.4	\$150.00
57504	2/15/2018	CTL	P	Conference with John Murtha re responses to requests for production and sufficiency of same	0.2	\$30.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
57797	2/15/2018	JFM	P	Assignment to Colton T. Loretz re objections to Weiser's responses to requests for admission	0.2	\$75.00
57773	2/20/2018	CTL	P	Review requests for production re those which are blatantly nonresponsive	0.3	\$45.00
57774	2/20/2018	CTL	P	Review requests for admission responses from Weiser (40 responses with objections) (1.0); Draft memo to John Murtha re review of same re nonresponsiveness to the Requests for Admission, draft summary of nonresponsiveness for each Request identified, and authority re NRCP 36 as to why they were in violation of Nevada Rules of Civil Procedure (2.5); Email same to John Murtha (.1)	3.6	\$540.00
57799	2/20/2018	JFM	P	Emails from and to T. Skarpelos and A. Georgiadou	0.5	\$187.50
57779	2/21/2018	CTL	P	Email from John Murtha re drafting a meet and confer letter to opposing counsel re nonresponsiveness of Requests for Admission	0.1	\$15.00
57780	2/21/2018	CTL	P	Review template meet and confer letter (.3); Draft meet and confer letter to opposing counsel Jeremy Nork re nonresponsiveness of thirteen particular Requests for Admission, draft summary of nonresponsiveness for each Response identified, and NRCP 36 authority as to why they were in violation of Nevada Rules of Civil Procedure (1.6); Email same to John Murtha (.1)	2.0	\$300.00
57811	2/21/2018	JFM	P	Review associate's memo re objections to Weiser's responses to requests for admission and assignment to Colton T. Loretz to draft meet and confer demand letter	0.2	\$75.00
57857	2/22/2018	JFM	P	Email to T. Skarpelos re [REDACTED]; Work on discovery dispute issues	4.0	\$1,500.00
57941	2/23/2018	JFM	P	Return call to A. Walker; Telephone call to J. Nork re discovery disputes and deposition scheduling; Email to T. Skarpelos; Two letters to Weiser's counsel re discovery issues; Multiple emails to Weiser's counsel re discovery issues and deposition exhibits; Work on deposition agreement	5.0	\$1,875.00
58237	2/26/2018	JFM	P	Finish stipulation re out of country depositions and email to Weiser counsel re same; Emails from and to A. Georgiadou; Emails from and to T. Skarpelos; Emails from and to Weiser counsel re Greece depositions; Telephone call to J. Nork re Greece depositions; Work on agenda for phone conference on Wed. 2/28/18; Analysis of complaint and counterclaimant to determine if it is possible to file a successful motion for summary judgment. Analysis of discovery productions to determine if Nikolaos Pentafronimos has been identified as a witness	2.2	\$825.00
58242	2/27/2018	JFM	P	Review all documents produced in discovery to ensure versions produced by Weiser match those produced by other parties and make final selection of documents for deposition exhibits; Email to Weiser's counsel re missing documents in Weiser's production	2.3	\$862.50
58891	2/28/2018	JFM	P	Prepare for phone conference with T. Skarpelos, A. Georgiadou and B. Pinsky; Telephone conference with T. Skarpelos, A. Georgiadou and B. Pinsky re [REDACTED] Prepare notices to take deposition (5) and list of questions for persons most knowledgeable with exhibits	5.5	\$2,062.50
59059	3/1/2018	JFM	P	Telephone call from J. Nork re depositions issues (timing, location, court reporter in Greece and the Bahamas, extending discovery, and stipulation); Work on updating witness list and documents selected for use at trial	0.8	\$300.00
59066	3/2/2018	JFM	P	Emails from and to Weiser's counsel re deposition exhibits; Work on motion for summary judgment	1.5	\$562.50

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
59073	3/5/2018	JFM	P	Several emails from and to T. Skarpelos re [REDACTED] Work on motion for summary judgment	3.2	\$1,200.00
58994	3/6/2018	CTL	P	Conference with John Murtha re drafting summary judgment portions re standard of review, contract claim elements, and good faith and fair dealing claims and preclusion of same by plaintiff	0.2	\$30.00
59076	3/6/2018	JFM	P	Email to Weiser's counsel re deposition issues; Assignment to CLT re drafting portions of motion for summary judgment re (1) standard for summary judgment; (2) elements of a breach of contract; and (3) elements of claim for breach of the covenant of good faith and fair dealing; Work on motion for summary judgment	3.0	\$1,125.00
59148	3/7/2018	JFM	P	Work on motion for summary judgment affidavits and exhibits	5.0	\$1,875.00
59159	3/8/2018	CTL	P	Research re standard of review for summary judgment; Draft standard of review section for motion for summary judgment; Research re breach of contract claim; Draft section of motion for summary judgment re same; Research re good faith and fair dealing and preclusion of plaintiff of asserting same if plaintiff is in breach of contract; Draft section of motion for summary judgment re same; Email all of same to John Murtha for review	3.1	\$465.00
59160	3/8/2018	CTL	P	Email exchange with John Murtha re supplemental research on party's nonperformance or default in a contract and inability to claim breach of contract against other party when party has not fully performed themselves; Research re same; Draft notes re same	1.0	\$150.00
59479	3/8/2018	JFM	P	Emails to T. Skarpelos and A. Georgiadou re [REDACTED] Work on motion for summary judgment and affidavit of J. Murtha in support of motion; Conference with associate re further research on breach of covenant of good faith and fair dealing issues	4.0	\$1,500.00
59256	3/9/2018	CTL	P	Email exchange with John Murtha re additional research re breaching party claiming breach of contract claim	0.3	\$45.00
59257	3/9/2018	CTL	P	Supplemental research for John Murtha re motion to dismiss, namely on contractual claims and defense that breaching party cannot claim breach of contract against the other performing party	1.2	\$180.00
59258	3/9/2018	CTL	P	Draft email summary of findings to John Murtha re suppl research on contractual defense that breaching party cannot assert breach of contract claim	0.3	\$45.00
59490	3/9/2018	JFM	P	Emails from and to A. Georgiadou and T. Skarpelos; Finalize Skarpelos affidavit in support of motion for summary judgment based upon comments from Mr. Skarpelos; Email to J. Nork re his clients' intentions to show for their noticed depositions; Finalize Murtha affidavit in support of motion for summary judgment; Review/edit motion for summary judgment and email to T. Skarpelos	2.5	\$937.50
59585	3/12/2018	JFM	P	Emails from and to T. Skarpelos; Modify motion for summary judgment based on client's comments; Email to T. Skarpelos re [REDACTED]; Finalize motion for summary judgment, Murtha affidavit; and exhibits and supervise filing re same; Email to A. Walker re motion for summary judgment	4.2	\$1,575.00
59591	3/13/2018	JFM	P	Emails from and to T. Skarpelos re [REDACTED] Telephone call to J. Nork re deposition scheduling	0.3	\$112.50
59782	3/14/2018	JFM	P	Telephone call to J. Nork re deposition scheduling; Another call to J. Nork re depositions; Email from J. Nork re difficulty reaching clients	0.3	\$112.50
59858	3/15/2018	JFM	P	Work on Weiser witnesses' deposition outline	5.0	\$1,875.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
59863	3/16/2018	JFM	P	Emails to and from J. Nork re clients' attendance at scheduled depositions; Email to T. Skarpelos re sale of stock; Review all discovery to determine if any motions in limine are appropriate and likely to prevail; Begin drafting first motion in limine	5.0	\$1,875.00
59868	3/19/2018	JFM	P	Work on motion in limine re proposed evidence of payment by Weiser; Review/edit same	4.5	\$1,687.50
59875	3/20/2018	JFM	P	Review/edit motion in limine; Prepare Murtha affidavit in support of motion in limine; Telephone call to Weiser's counsel re depositions	2.5	\$937.50
59929	3/21/2018	JFM	P	Emails from and to Weiser's counsel re depositions	0.2	\$75.00
60149	3/22/2018	JFM	P	Review/edit motion in limine; Prepare Murtha affidavit in support of motion in limine; Telephone call to Weiser's counsel re depositions	2.5	\$937.50
60158	3/23/2018	JFM	P	Telephone call to J. Nork re deposition scheduling	0.1	\$37.50
60163	3/26/2018	JFM	P	Telephone call to and emails to and from J. Nork re stipulation to extend time to take depositions; Email to T. Skarpelos re [REDACTED]	0.6	\$225.00
60251	3/27/2018	JFM	P	Work on stipulation to extend time to take depositions and emails to counsel re same; Emails to and from Weiser's counsel re discovery issues and motion for summary judgment	0.8	\$300.00
61855	4/3/2018	JFM	P	Email to client re trial continuance issue; Emails from and to Weiser's counsel re deposition scheduling and responses to our pending motions	0.5	\$187.50
61873	4/4/2018	JFM	P	Email to client; Emails from and to Weiser's counsel re trial scheduling	0.2	\$75.00
61885	4/5/2018	JFM	P	Emails from and to T. Skarpelos; Prepare/finalize stipulation to continue trial and order; Emails to all counsel; Emails from and to A. Walker	0.9	\$337.50
61904	4/10/2018	JFM	P	Emails from and to court re continued trial date	0.2	\$75.00
61978	4/11/2018	JFM	P	Emails to and from all counsel re trial setting conference; Telephone conference with court re trial setting	0.3	\$112.50
62097	4/12/2018	JFM	P	Attend trial setting	0.2	\$75.00
62109	4/13/2018	JFM	P	Review opposition to motion for summary judgment opposition to motion in limine, Livadas affidavit and LaForge affidavit; Assignment to associate to research; Parol evidence rule, inability of litigant to create a conflict of fact in an affidavit that contradicts the record, the best evidence rule and the requirement that affidavits contain only admissible evidence; Email to T. Skarpelos re [REDACTED]	3.0	\$1,125.00
				[REDACTED] Begin work on replies in support of motion for summary judgment and motion in limine		
62162	4/13/2018	CTL	P	Conference with John Murtha re research on five issues for motion for summary judgment (best evidence rule, Nevada adverse inference presumption, prohibition of relying upon hearsay in affidavit, parol evidence rule, and not relying upon own created disputes of fact to defeat M4SJ)	0.3	\$45.00
62210	4/16/2018	CTL	P	Research re best evidence rule in Nevada	1.3	\$195.00
62211	4/16/2018	CTL	P	Draft sections of research memo re introduction and best evidence rule section	0.7	\$105.00
62271	4/16/2018	JFM	P	Email to J. Nork re replies in support of motion for summary judgment and motion in limine	0.2	\$75.00
62522	4/17/2018	CTL	P	Research re best evidence rule codified in Nevada Revised Statutes; Review and revise memo section re best evidence rule	0.6	\$90.00
62523	4/17/2018	CTL	P	Research re adverse inference re nonproduction of document in	1.5	\$225.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				discovery; Draft section of memo re same		
62524	4/17/2018	CTL	P	Research re adverse presumption re willful intention destruction of document requested in production; Draft section of memo re same	0.6	\$90.00
62525	4/17/2018	CTL	P	Research re evidentiary issue of opposing party's affidavit in support of contract terms re lack of personal knowledge of affiant	0.5	\$75.00
62526	4/17/2018	CTL	P	Research re evidentiary issue of opposing party's affidavit in support of contract terms re opinion on ultimate issue	0.4	\$60.00
62633	4/22/2018	CTL	P	Research sham affidavit rule; Draft section of memo re same; Review and revise memo sections re NV parol evidence rule and self-created issues of fact	1.2	\$180.00
62778	4/23/2018	JFM	P	Review associate's email memo on legal issues to be included in replies in support of motion for summary judgment and motion in limine	0.2	\$75.00
62861	4/23/2018	CTL	P	Review and revise memo re supplemental research on motion for summary judgment; Email same to John Murtha for review	0.3	\$45.00
62984	4/25/2018	JFM	P	Work on reply in support of motion for summary judgment	6.0	\$2,250.00
63041	4/25/2018	CTL	P	Conference with John Murtha re supplemental research on CA parol evidence rule authority	0.1	\$15.00
63042	4/25/2018	CTL	P	Research re CA authority on parol evidence rule re motion for summary judgment	1.5	\$225.00
63043	4/25/2018	CTL	P	Draft memo re supplemental research on CA parol evidence rule authority	0.6	\$90.00
63751	4/25/2018	SHH	P	Conference with J. Murtha regarding contract claims and analyze and annotate discovery responses regarding same	0.4	\$116.00
63027	4/26/2018	CTL	P	Review and revise memo re California parol evidence rule authority; Email same to John Murtha	0.2	\$30.00
63371	4/26/2018	JFM	P	Work on reply in support of motion for summary judgment and affidavit of John Murtha in support of reply	8.0	\$3,000.00
63750	4/26/2018	SHH	P	Continue to analyze and annotate discovery regarding contract claims and follow up with J. Murtha regarding same	0.8	\$232.00
63383	4/27/2018	JFM	P	Finalize reply in support of motion for summary judgment and affidavit in support; Work on reply in support of motion in limine to limit documents Weisers can present at trial	5.0	\$1,875.00
63818	4/30/2018	JFM	P	Work on deposition stipulation and email to attorneys for NATCO and Weiser	0.5	\$187.50
69828	7/24/2018	JFM	P	Emails from and to T. Skarpelos	0.1	\$37.50
71219	8/8/2018	DWA	P	Conference with John Murtha regarding case; Telephone conference with Bernard Pinsky regarding same	0.5	\$175.00
71234	8/8/2018	JFM	P	Telephone conference with B. Pinsky and D. Anderson; Conference with D. Anderson; Email to T. Skarpelos; Email from B. Pinsky	1.0	\$375.00
71480	8/10/2018	JFM	P	Emails from and to B. Pinsky	0.1	\$37.50
71493	8/13/2018	JFM	P	Emails from and to T. Skarpelos, D. Anderson and B. Pinsky	0.1	\$37.50
71691	8/16/2018	DWA	P	Begin review of file for telephone conference with client	1.5	\$525.00
71836	8/17/2018	JFM	P	Conference with D. Anderson; Telephone conference with T. Skarpelos, B. Pinsky and D. Anderson; Further conference with D. Anderson	0.7	\$262.50
72359	8/17/2018	DWA	P	Telephone conference with John Murtha and client regarding case and scheduling depositions; Continue review of file	1.5	\$525.00
72438	8/23/2018	DWA	P	Telephone conference with Jeremy Nork regarding case and depositions; Draft confirming email to Jeremy Nork; Email to client	0.5	\$175.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				regarding same		
72903	8/29/2018	DWA	P	Conference with John Murtha regarding depositions; Email with Jeremy Nork regarding same	0.2	\$70.00
73090	8/31/2018	DWA	P	Email to Jeremy Nork regarding depositions	0.2	\$70.00
73658	9/5/2018	DWA	P	Email to Jeremy Nork regarding deposition schedule; Email to client regarding [REDACTED]	0.2	\$70.00
73996	9/7/2018	DWA	P	Emails exchange with Jeremy Nork regarding scheduling depositions; Email to client regarding [REDACTED]; Conference regarding logistics	0.4	\$140.00
74236	9/11/2018	JFM	P	Conference with D. Anderson re deposition strategy with Livadas	0.2	\$75.00
74344	9/13/2018	DWA	P	Continue working on deposition logistics	0.2	\$70.00
74414	9/14/2018	DWA	P	Conference with John Murtha regarding deposition notices to Weiser entities; Work on same; Conference regarding travel arrangements	0.6	\$210.00
74655	9/17/2018	DWA	P	Continue working on deposition arrangements and notices	0.5	\$175.00
74617	9/18/2018	DWA	P	Finalize deposition notices; Review emails regarding deposition location and arrangements; Conference with John Murtha regarding same; Draft email to client regarding [REDACTED]	1.0	\$350.00
74717	9/18/2018	JFM	P	Review Rule 30(b)(6) demands and add categories of examination; Conference with D. Anderson re same	0.2	\$75.00
75805	9/19/2018	DWA	P	Continue work on file review and preparation for depositions	2.2	\$770.00
74999	9/20/2018	JFM	P	Search files and emails for information about Weiser ever wanting to depose Anavex Life Sciences and email to D. Anderson	0.3	\$112.50
75813	9/20/2018	DWA	P	Email exchange with opposing counsel regarding NRCP 30(b)(6) deposition of Avanex; Conference with John Murtha regarding same; Email with client regarding [REDACTED]; Continue work on arrangements for Athens depositions; Continue review of case documents	1.5	\$525.00
75176	9/25/2018	DWA	P	Continue work on deposition logistics	0.2	\$70.00
75328	9/26/2018	DWA	P	Review notices of deposition; Email to client regarding same; Email with Jeremy Nork regarding possible need for interpreter	0.3	\$105.00
75483	9/27/2018	DWA	P	Review contract with Hilton Athens regarding depositions; Emails with Jeremy Nork regarding schedule for depositions and related issues	0.4	\$140.00
75757	9/27/2018	JFM	P	Email to D. Anderson re organization of Skarpelos files	0.2	\$75.00
75795	9/28/2018	DWA	P	Emails with client regarding [REDACTED]; Continue work on arrangements	0.3	\$105.00
75826	9/30/2018	DWA	P	Continue review of file	1.0	\$350.00
75964	10/2/2018	DWA	P	Review notice of deposition for Anavex; Conference with John Murtha regarding same; Draft email to Jeremy Nork; Continue work on deposition logistics	1.0	\$350.00
76382	10/8/2018	DWA	P	Work on deposition exhibits and other logistical arrangements for Athens	0.5	\$175.00
76723	10/11/2018	DWA	P	Telephone conference with court reporter regarding exhibits; Emails with Jeremy Nork regarding same and other deposition issues	0.3	\$105.00
76910	10/12/2018	DWA	P	Conference regarding delivery of documents to client; Continue work on deposition preparation	0.8	\$280.00
77290	10/19/2018	DWA	P	Assemble exhibits for trip to Athens; Continue work on deposition preparation; Travel from Reno to San Francisco	4.2	\$1,470.00
77289	10/20/2018	DWA	P	Trip from San Francisco to New York; Continue work on deposition preparation	7.5	\$2,625.00
77834	10/21/2018	DWA	P	Travel from New York to Athens; Continue preparing for depositions	10.0	\$3,500.00
77835	10/22/2018	DWA	P	Continue preparing for depositions; Extended meeting with client to	8.2	\$2,870.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				review deposition exhibits; Continue preparing for deposition of Christos Livadas		
77836	10/23/2018	DWA	P	Finish preparing for deposition of Christos Livadas; Take deposition of Christos Livadas; Meeting with Tom regarding [REDACTED]; Brief meeting with Lambros regarding his deposition	9.5	\$3,325.00
77597	10/24/2018	DWA	P	Finish preparing for second day of depositions; Meeting with client prior to his deposition; Attend depositions of Tom, Lambros and Nicholas; Brief meeting with client after conclusion of depositions	9.4	\$3,290.00
78042	10/24/2018	JFM	P	Review Anavex subpoena and emails to and from D. Anderson re same; Emails from and to court clerk and counsel re continued pre-trial hearing	0.4	\$150.00
77833	10/27/2018	DWA	P	Return trip from Athens to Reno (via Amsterdam and San Francisco)	22.0	\$7,700.00
77941	10/29/2018	DWA	P	Brief meeting with John Murtha regarding depositions; Review subpoena to Anavex and review docket regarding discovery deadlines; Draft email to client regarding same	0.6	\$210.00
78651	10/29/2018	JFM	P	Conference with D. Anderson re results of depositions and rescheduling of pre-trial conference	0.2	\$75.00
78668	10/30/2018	JFM	P	Emails from and to court assistant re pretrial conference on November 13th	0.2	\$75.00
78106	10/31/2018	DWA	P	Email to client regarding Anavex subpoena	0.2	\$70.00
78968	11/5/2018	JFM	P	Telephone conference with court clerk and meeting with Dane Anderson re pretrial conference with client	0.6	\$225.00
80692	11/5/2018	DWA	P	Telephone conference with Anavex's counsel regarding subpoena served by Weiser; Brief research regarding same; Conference with John Murtha regarding same; Draft objection to subpoena and email same to Anavex's client; Email to client regarding same	1.5	\$525.00
79157	11/6/2018	JFM	P	Emails from and to court clerk and conference with Dane Anderson re pretrial conference	0.2	\$75.00
80699	11/6/2018	DWA	P	Emails regarding pretrial conference; Conference with John Murtha regarding same	0.4	\$140.00
79728	11/16/2018	DWA	P	Review Weiser's response to objection to subpoena served on Anavex	0.2	\$70.00
80504	11/28/2018	JFM	P	Emails from and to A. Walker, T. Skarpelos and Dane Anderson re NATCO dismissal	0.3	\$112.50
80810	11/29/2018	JFM	P	Email to J. Nork re dismissal of NATCO from the litigation	0.1	\$37.50
81233	12/3/2018	JFM	P	Emails from and to T. Skarpelos, Weiser's counsel and A. Walker re NATCO's proposed motion for dismissal and email to A. Walker re same	0.5	\$187.50
81356	12/5/2018	JFM	P	Emails from and to A. Walker re NATCO dismissal; Review NATCO's motion to dismiss	0.4	\$150.00
81388	12/6/2018	DWA	P	Conference with John Murtha regarding pretrial conference; Brief review of file in preparation for same	0.9	\$315.00
81599	12/6/2018	JFM	P	Emails from and to A. Walker; Prepare for pretrial conference to be held on December 7; Conference with D. Anderson re same	1.0	\$375.00
81512	12/7/2018	DWA	P	Trip to court to attend pretrial conference; Brief research regarding burden of proof and conference with associate regarding same; Work on pretrial disclosures	2.5	\$875.00
81528	12/7/2018	CTL	P	Conference with Dane Anderson re burden of proof research issue	0.2	\$30.00
81606	12/7/2018	JFM	P	Attend pre-trial conference	1.0	\$375.00
81688	12/10/2018	DWA	P	Work on pretrial disclosures	0.5	\$175.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
81867	12/11/2018	JFM	P	Assist D. Anderson with pre-trial disclosures and ensuring all documents and witnesses we intend to rely upon have been disclosed in 16.1 reports; Work on NATCO motion for discharge; Email to T. Skarpelos re court's direction that we suggest a settlement conference	1.8	\$675.00
81906	12/11/2018	DWA	P	Work on pretrial disclosures; Conference with John Murtha regarding various pretrial issues; Telephone conference with Alex Walker regarding same; Draft email to client regarding pretrial disclosures	1.4	\$490.00
82210	12/19/2018	CTL	P	Research on burden of proof issue re interpleader action	0.2	\$30.00
82627	12/21/2018	JFM	P	Emails from and to T. Skarpelos and J. Nork re Weiser's offer	0.3	\$112.50
82732	12/26/2018	CTL	P	Research re which party holds burden of proof in interpleader action; Draft memo re findings of same; Email same to Dane Anderson for review	2.0	\$300.00
83340	1/2/2019	JFM	P	Email to T. Skarpelos	0.3	\$112.50
83347	1/3/2019	JFM	P	Review associate's memo on burden of proof	0.2	\$75.00
83438	1/7/2019	JFM	P	Emails from and to T. Skarpelos; Conference with D. Anderson re trial preparation and trial evidentiary issues	0.3	\$112.50
83499	1/8/2019	DWA	P	Finish objections to Weiser's pretrial disclosures; Continue work on trial statement	1.5	\$525.00
83638	1/9/2019	DWA	P	Conference with John Murtha to review and finalize objections to Weiser's pretrial disclosures; Work on pretrial statement	2.3	\$805.00
84355	1/9/2019	JFM	P	Conference with D. Anderson re possible objections to trial exhibits	0.3	\$112.50
83634	1/10/2019	DWA	P	Emails with Court regarding exhibit marking and timing to submit proposed judgments; Work on trial statement and proposed judgment	2.0	\$700.00
83797	1/11/2019	DWA	P	Finalize objections to Weiser's pretrial disclosures and file same; Work on trial statement and proposed judgment	1.0	\$350.00
84382	1/11/2019	JFM	P	Emails from and to A. Walker re scheduling of trial testimony	0.2	\$75.00
83849	1/14/2019	DWA	P	Brief conference with John Murtha regarding trial statement and proposed judgment; Emails with court and counsel regarding trial exhibit marking; Work on trial notebook; Review Lambros' deposition	2.6	\$910.00
84388	1/14/2019	JFM	P	Conference with D. Anderson re trial and exhibit issues	0.2	\$75.00
84154	1/15/2019	DWA	P	Review deposition transcripts and continue work on trial statement and proposed judgment	2.7	\$945.00
84401	1/15/2019	JFM	P	Conferences with D. Anderson re trial issues and meeting with client	0.3	\$112.50
85133	1/16/2019	DWA	P	Work on various pretrial issues and continue review of deposition testimony for trial statement and witness outlines	2.5	\$875.00
84048	1/17/2019	DWA	P	Finish drafting findings of fact, conclusions of law and proposed judgment; Email to client regarding same; Continue work on trial statement and related issues; Conferences with John Murtha regarding trial	4.5	\$1,575.00
84415	1/17/2019	JFM	P	Review/edit proposed findings of fact and conclusions of law; Conference with D. Anderson	0.5	\$187.50
84139	1/18/2019	DWA	P	Work on trial statement; Work on exhibit list; Emails with court regarding same; Emails with Alex Walker regarding trial and testimony; Work on witness outlines	4.2	\$1,470.00
84425	1/18/2019	JFM	P	Conferences with D. Anderson re pretrial statement and evidentiary issues	0.5	\$187.50
84160	1/20/2019	DWA	P	Finish drafting trial statement; Email to John Murtha for comment	3.5	\$1,225.00
84186	1/21/2019	SJA	P	Continued review of summary judgment pleadings for case background; Review draft Trial Statement from Dane Anderson; Conference with Dane Anderson re trial strategy and direct on Alex	5.9	\$1,770.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				with NATCO; Telephone conference with Dane Anderson, John Murtha and Alex re trial testimony; Work on proposed edits and citations within draft trial statement; Work on research re illegality of broker/investment representative self-dealing, etc.		
84432	1/21/2019	JFM	P	Review/edit trial statement; Participate in telephone conference with A. Walker re trial testimony	0.9	\$337.50
85131	1/21/2019	DWA	P	Telephone conference with Alex Walker regarding his trial testimony; Continue work on trial statement and proposed judgment; Work on Livadas' testimony;	4.7	\$1,645.00
84190	1/22/2019	SJA	P	Telephone call with Tom Skarpelos with Dane Anderson;	0.5	\$150.00
84319	1/22/2019	DWA	P	Continue trial preparation; Telephone conference with client regarding trial; Work on outline for direct examination of client; Email to John Murtha regarding same; Begin work on outline for Lambros' testimony	4.5	\$1,575.00
84436	1/22/2019	JFM	P	Telephone conference with T. Skarpelos, Lambros Pentafronimos, D. Anderson and S. Adams	0.2	\$75.00
85129	1/23/2019	DWA	P	Finish drafting, revising and finalizing trial statement and proposed judgment; Review Weiser's trial statement and proposed judgment; Begin review of Weiser trial exhibits and consider withdrawing objections to certain exhibits; Continue various trial preparation	6.7	\$2,345.00
85286	1/23/2019	JFM	P	Review/edit trial statement and proposed findings of fact and conclusions of law; Conference with D. Anderson; Review Weiser's exhibit list and assist D. Anderson in determining what objections can be made as to timeliness of productions	1.2	\$450.00
85572	1/23/2019	SJA	P	Continued review of Bahamas securities regulations re illegality portion of Dane Anderson's trial brief; Draft argumentative portion re same; Email same along with regs to Dane Anderson; Conference with Dane Anderson re task of compiling chart tracking opposition's trial exhibits, exhibit number during deposition; objections thereto and timing of production; Work on table; Incorporate objections to pretrial disclosures previously filed.	5.9	\$1,770.00
84488	1/24/2019	SJA	P	Email from Dane Anderson re research project for presumption of an adverse inference for documents not produced by party; Research same; Draft memorandum on findings; Conference with Dane Anderson re researching choice of law issue involving use of CA law provision in PSA; Begin research on same; Telephone call from Alex Walker with NATCO re anticipated testimony at witness and his research of NATCO's records.	5.8	\$1,740.00
85128	1/24/2019	DWA	P	Emails with Jeremy Nork regarding exhibits; Continue review of Weiser's exhibits; Conference with John Murtha regarding exhibits to which we may stipulate; Trip to court to attend exhibit marking with Court clerk and counsel; Work on various evidentiary issues for exhibits to which we object	6.2	\$2,170.00
85294	1/24/2019	JFM	P	Review Weiser's trial statement; Review emails relating to intention to depose Boutsalis, Daniels and Souros and conference with D. Anderson re same	0.7	\$262.50
85127	1/25/2019	DWA	P	Meeting with clients to review exhibits and generally discuss testimony and course of trial; Email to Court regarding stipulated exhibits; Meeting with Seth Adams regarding trial themes and examination of Alex Walker; Review exhibits for use in examinations of various witnesses	7.0	\$2,450.00
85248	1/25/2019	SJA	P	Meeting with Dane Anderson, John Murtha, Tom Skarpelos and Lambros P. re [REDACTED]	4.4	\$1,320.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				Conference with Dane Anderson re same and needed research for several issues at trial (Choice of law provision, etc.)		
85318	1/25/2019	JFM	P	Meeting with T. Skarpelos, Lambros Pentafronimos, D. Anderson and S. Adams re e	2.0	\$750.00
85126	1/26/2019	DWA	P	Work on outline for cross-examination of Christos Livadas; Work on Skarpelos' examination; Prepare a brief opening statement in the event I elect to give one; Prepare a mock cross-examination of Tom Skarpelos	8.0	\$2,800.00
85245	1/26/2019	SJA	P	Continued work on research projects for Dane Anderson associated with Skarpelos trial (CA Choice of Law Provision, investigation of Vermont; SEC Rule 144 re restricted stock; Primordis relationship and BizX email usage); Conference with Dane Anderson re same; Email to Alex Walker with NATCO re topics for direct examination and re Weiser's trial exhibit involving correspondence from Tiffany with NATCO; Review draft outline for cross examination of Christos Livadas;	6.9	\$2,070.00
85125	1/27/2019	DWA	P	Meeting with Tom Skarpelos to prepare him for both direct and cross-examination; Continue preparing for cross-examination of Christos Livadas; Revise outline to prepare a voir dire section regarding his lack of knowledge of WAM's records during the relevant time frame; Telephone conference with John Murtha regarding stipulating to exhibits regarding cancelled stock certificates; Draft email to court regarding same	8.5	\$2,975.00
85242	1/27/2019	SJA	P	Attend conference with Dane Anderson, Tom and Lambros with mock direct and cross of Tom; Continued work on research tasks for Dane Anderson associated with trial (primarily business records exception to hearsay rule and cases interpreting same); Work on summary of case law on Business Record exception and requirements for applicability of same; Emails to/from Alex re outline for direct and telephone call with him to discuss anticipated direct exam topics, presentment, etc.; Continued work on outline for Alex Walker	15.1	\$4,530.00
85124	1/28/2019	DWA	P	Finish preparing for trial; Attend first day of trial, examination of Christos Livadas; Review his deposition transcript regarding surprise testimony raising a new legal theory; Revise cross-examination outline; Prepare objection to any additional evidence or argument raising a new theory not previously raised in Weiser's pleadings; Continue work on outline for direct examination of Tom Skarpelos	13.5	\$4,725.00
85236	1/28/2019	SJA	P	Pre-trial meeting with Dane Anderson, Tom and Lambros; Attend Day 1 of trial and assist Dane Anderson with Direct of Cristos Livadas; Emails to/from Alex Walker re status of trial and his anticipated testimony (timing); Emails from/to Dane Anderson re NATCO's receipt of executed PSA and stock power; Email to Alex re same; Emails from/to Dane Anderson re locating portion of Livadas' deposition re PSA applying to April transaction contrary to trial testimony; Review emailed copy of revised outline of Christos Livadas per Dane Anderson; Telephone call with Dane Anderson re same and re miscellaneous issues pertaining to trial; Work on outline of takeaways from notes from Livadas testimony	15.7	\$4,710.00
85335	1/28/2019	JFM	P	Conference with D. Anderson; Review clerk's minutes	0.5	\$187.50
84775	1/29/2019	SJA	P	Continued research re NRCP 15(b) waiver (Westlaw) and cases interpreting same; Travel to office to print materials for trial and travel to meet up with Dane, Tom and Lambros to discuss case; Attend trial;	12.3	\$3,690.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				Misc. reporting and research projects; Research re NRCP 52(c) JMOL; Emails to/from Alex Walker re status of trial and timing of his anticipated testimony; Telephone call with Alex re when NATCO received executed PSA and stock power; Conference with Dane Anderson re same; Additional emails to/fro Alex and conference with Alex and Dane Anderson at NATCO office; Continued work on Alex Walker Outline; Email from Dane Anderson re outline for direct examination of Lambros Pedafronimos; Review same		
85123	1/29/2019	DWA	P	Finish preparing for ongoing cross-examination of Christos Livadas; Attend second day of trial; Finish cross-examination of Christos Livadas; Conduct direct examination of Tom Skarpelos; Work on preparing for re-direct of Tom Skarpelos; Meeting with Alex Walker regarding his testimony	12.5	\$4,375.00
85391	1/29/2019	JFM	P	Review court minutes of second day of trial	0.1	\$37.50
85122	1/30/2019	DWA	P	Finish preparing for testimony of Lambros Pedafronimos; Attend third day of trial; testimony of Alex Walker and direct examination of Lambros Pedafronimos; Continue preparing closing argument and Rule 52 motion	12.5	\$4,375.00
85233	1/30/2019	SJA	P	Continued preparation for direct examination of Alex Walker with NATCO; Pre-trial meeting with Dane Anderson, Tom and Lambros; Attend day 3 of trial including conducting direct and re-direct of Alex Walker; Work on outline of key points/contradictions from witness' testimony during trial from notes taken during trial; Email same to Dane Anderson for use in finalizing his closing argument; Email from Dane Anderson re draft outline for 52(c) motion; Review same	17.2	\$5,160.00
85362	1/30/2019	JFM	P	Conference with D. Anderson and review court minutes	0.4	\$150.00
85120	1/31/2019	DWA	P	Continue preparing for Rule 52 motion and closing argument; Attend fourth day of trial; Finish testimony of Lambros Pedafronimos; Finish preparing for and make argument for Rule 52 motion; Continue preparing for closing argument	12.5	\$4,375.00
85230	1/31/2019	SJA	P	Review Dane Anderson's outline for closing argument; Travel to pre-trial meeting with Dane Anderson et al; Attend day 4 of trial;	10.1	\$3,030.00
85372	1/31/2019	JFM	P	Travel to court, attend Rule 52(c) oral argument, return to office; Conferences with D. Anderson (2.0 hours at no charge)	2.0	\$750.00
85119	2/1/2019	DWA	P	Finish preparing for closing argument; Trip to Court and conduct oral arguments	4.5	\$1,575.00
85220	2/1/2019	SJA	P	Travel and prepare for closing arguments; Conference with Dane Anderson, Tom and Lambros; Attend closing arguments; Research re case law authority cited by opposition and research re limitation of court-imposed remedy in cause of action for declaratory relief; Debriefing lunch with Tom and Lambros;	6.2	\$1,860.00
85925	2/6/2019	DWA	P	Trip to court to attend court's announcement of decision; Communicate with client regarding [REDACTED] Conference with John Murtha and Seth Adams regarding court's decision and strategy moving forward	2.2	\$770.00
87635	2/6/2019	SJA	P	Travel and attend hearing on result of bench trial with Dane Anderson	1.8	\$540.00
85952	2/7/2019	SJA	P	Email from Dane Anderson to opposing counsel re location of original stock cert 660; Email from Alex Walker with NATCO re court's ruling and original certificates; Conference call with Tom and Lambros re outcome of Judge's order after trial; Conference with Dane Anderson re research project on limitations on Court's ability to fashion equitable remedy; Begin research on same	1.7	\$510.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
85956	2/7/2019	DWA	P	Telephone conference with clients [REDACTED]; Conference with Seth Adams regarding research issues	0.4	\$140.00
86819	2/7/2019	JFM	P	Telephone call from A. Walker	0.2	\$75.00
86035	2/8/2019	SJA	P	Emails from John Murtha and Alex Walker re Court's ruling and physical stock certificates;	0.1	\$30.00
86105	2/8/2019	DWA	P	Begin review of transcript from court's decision on July 6, 2019; Emails with client regarding same	1.2	\$420.00
86881	2/8/2019	JFM	P	Emails from and to A. Walker	0.2	\$75.00
86234	2/9/2019	DWA	P	Work on proposed findings of fact, conclusions of law and judgment	2.3	\$805.00
86132	2/10/2019	SJA	P	Brief conference with Dane Anderson re motion for amendment of judgment, etc.; Continue review of research re use of equitable relief, in general and in an interpleader action, to impose restraint on subject property for unrelated contractual remedy, etc.;	4.6	\$1,380.00
86314	2/12/2019	DWA	P	Continue working on draft findings of fact, conclusions of law and judgment; Email draft to John Murtha and Seth Adams for comment; Emails with Jeremy Nork regarding return of original certificate 660	2.0	\$700.00
87661	2/12/2019	SJA	P	Email from Dane Anderson to counsel for opposition re location of original stock cert 660; Emails from Jeremy Nork re same and briefing on restriction on disposition of Tom's stock	0.2	\$60.00
86354	2/13/2019	SJA	P	Email from Dane Anderson re draft findings of fact and conclusions of law; Review same and cross reference notes from trial; Brief Conference with Dane Anderson re outcome of analysis and minor revisions; Email from Jeremy Nork for Weiser re location of certificate 660 and email from Dane Anderson to Tom re same;	1.1	\$330.00
86768	2/19/2019	DWA	P	Revise proposed findings of fact, conclusions of law and judgment per comments from John Murtha; Draft email to client regarding same; Draft email to Alex Walker regarding Certificate No. 660	0.8	\$280.00
86916	2/19/2019	JFM	P	Review/edit findings of fact and conclusions of law	0.6	\$225.00
87190	2/19/2019	SJA	P	Emails from/to Dane Anderson re status of certificate 660 and Alex's email address; Email from Dane Anderson to Alex Walker with NATCO re status of original stock certs; Review proposed revisions to draft findings of fact and conclusions of law by John Murtha	0.4	\$120.00
87680	2/20/2019	DWA	P	Final review and revisions to proposed judgment; Email same to opposing counsel	0.5	\$175.00
86959	2/21/2019	DWA	P	Conference with John Murtha regarding post-judgment strategy	0.3	\$105.00
87041	2/21/2019	SJA	P	Emails from Dane Anderson and Alex Walker re location of actual stock certificate/s and proposed treatment of same	0.2	\$60.00
87369	2/21/2019	JFM	P	Conference with D. Anderson re findings of fact and conclusions of law and possible post-trial motions	0.3	\$112.50
87184	2/26/2019	SJA	P	Review Court's minutes re decision hearing	0.1	\$30.00
87930	3/4/2019	DWA	P	Emails with Jeremy Nork and court staff regarding status of proposed judgment	0.3	\$105.00
88015	3/5/2019	DWA	P	Email to Jeremy Nork regarding status of proposed judgment	0.2	\$70.00
88313	3/6/2019	DWA	P	Email exchange with Jeremy Nork regarding status of proposed judgment	0.2	\$70.00
89880	3/6/2019	SJA	P	Continue research re adequate remedy at law and declaratory relief remedies in interpleader actions;	2.0	\$600.00
88460	3/8/2019	SJA	P	Work on compiling declaratory relief/adequate remedy at law research for argumentative section of rule 59 motion	2.3	\$690.00
90631	3/10/2019	SJA	P	Continued research re declaratory relief/adequate legal remedy and	2.1	\$630.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				ability of court to fashion remedy inpeading party from liquidating or otherwise using awarded property or other property		
88580	3/12/2019	DWA	P	Emails with Jeremy Nork regarding findings and conclusions	0.2	\$70.00
88680	3/13/2019	DWA	P	Emails with Jeremy Nork and Court regarding proposed judgment	0.3	\$105.00
88758	3/14/2019	SJA	P	Conference with Dane Anderson re status of findings of fact, conclusions of law and opposing counsel's proposed revisions thereto; Review research file re motion to amend judgment; Conference with Dane Anderson re outcome of research; Telephonic conference with Judge Sattler, Jeremy Nork and Dane Anderson re FOF and briefing re bar on Tom's ability to negotiate stock;	2.1	\$630.00
88880	3/14/2019	DWA	P	Telephone conference with court and counsel regarding injunction issue; Email exchange with Jeremy Nork re Weiser's proposed changes to judgment	0.8	\$280.00
89984	3/28/2019	DWA	P	Work on post-trial briefs	1.0	\$350.00
90064	4/1/2019	SJA	S	Brief conference with Dane Anderson re upcoming deadlines for post-trial motion (0.1 no charge to client)	0.1	\$30.00
90078	4/1/2019	DWA	S	Telephone conference with client regarding [REDACTED] items; Finish drafting breif regarding stock restriction and email to client re same; Draft email to client regarding remaining items and budget; Begin drafting motion for attorney fees and motion to alter/amend judgment	6.8	\$2,380.00
91646	4/1/2019	JFM	S	Review post-trial brief re injunction on selling stock; Conference with D. Anderson re post-trial motions	0.4	\$150.00
90351	4/2/2019	DWA	S	Continue work on post-trial briefs	1.0	\$350.00
91656	4/2/2019	JFM	S	Conference with D. Anderson re motion for attorney's fees	0.2	\$75.00
90618	4/3/2019	DWA	S	Review Weiser's objections to proposed judgment	0.3	\$105.00
91668	4/4/2019	JFM	S	Review motion for attorney's fees	0.3	\$112.50
91741	4/4/2019	DWA	S	Continue work on motion for attorneys fees, motion to alter or amend judgment, and brief regarding restriction on stock disposition	5.6	\$1,960.00
90777	4/5/2019	SJA	S	Brief conference with Dane Anderson re deadline for rule 59 motion and strategy for same	0.1	\$30.00
90937	4/5/2019	DWA	S	Work on motion for attorney fees and motion to alter/amend judgment; Draft responses to Weiser's objections to judgment	5.8	\$2,030.00
90990	4/9/2019	DWA	S	Review Weiser's supplemental brief re stock restriction; Revisions to motion to alter/amend judgment	0.6	\$210.00
91000	4/9/2019	SJA	S	Review supplemental brief filed by WAM et al;	0.2	\$60.00
91743	4/22/2019	DWA	S	Telephone conference with Court and counsel regarding Court's rulings on objections to judgment and briefing on restricting disposition of stock; Review proposed judgment pursuant to Court's order and email same to Court and counsel; Emails to client regarding same	2.0	\$700.00
91825	4/23/2019	DWA	S	Revise and finalize motion to alter or amend judgment and motion for attorney fees; Finish declaration in support of motion for attorneys fees; Review and redact same for priviledge	3.0	\$1,050.00

Matter Total 648.0 \$216,900.50

Fee Transaction Listing Total 648.0 \$216,900.50

Fee Transaction Listing

Timekeeper Summary

Timekeeper	Time	Amount
SJA - Adams, Seth J.	125.1	\$37,530.00
DWA - Anderson, Dane W.	260.5	\$91,175.00
SHH - Husbands, Scott H.	1.2	\$348.00
CTL - Loretz, Colton T.	33.3	\$4,995.00
JFM - Murtha, John F.	192.3	\$72,112.50
WCW - Wicker, W. Chris	0.8	\$300.00
JMW - Woodbury, Joshua M.	34.8	\$10,440.00
	648.0	\$216,900.50

1 **1950**

JOHN F. MURTHA, ESQ.

2 Nevada Bar No. 835

3 DANE W. ANDERSON, ESQ.

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

7 P.O. Box 2311

Reno, Nevada 89505

8 Telephone : (775) 688-3000

jmurtha@woodburnandwedge.com

9 danderson@woodburnandwedge.com

10 sadams@woodburnandwedge.com

11 *Attorneys for Defendant/Cross-Claimant*

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.

**VERIFIED MEMORANDUM OF
COSTS AND DISBURSEMENTS**

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.

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

Cross-Claimants.

vs.

ATHANASIOS SKARPELOS, an individual,
Cross-defendant.

VERIFIED MEMORANDUM OF COSTS AND DISBURSEMENTS

Pursuant to NRS 18.020 and NRS 18.110, Defendant/Cross-Claimant/Cross-defendant ATHANASIOS SKARPELOS ("SKARPELOS"), submits the following Memorandum of Costs and Disbursements:

1. Photocopies (including color copies) \$ 652.00
2. Messenger Services\$ 38.30
3. Postage.....\$ 28.67
4. Filing Fees \$ 413.00¹
5. Parking.....\$ 139.25
6. Court reporter's fees for depositions in Athens, Greece\$8,100.14
7. Court reporter's travel expenses (round trip) for depositions in Athens, Greece.....\$2,334.61
8. Trial Transcripts\$407.24
9. Research (Westlaw & Pacer)\$ 8,006.38
10. Meals\$ 284.89
11. Attorney's travel expenses (round trip) for depositions in Athens, Greece..... \$ 7,204.00²

¹ The Expense Listing on the last page shows a miscellaneous column totaling \$11,239.24, which is highlighted in yellow. These miscellaneous expenses correspond with Nos. 4 (only \$213), 5, 6, 7, 8 and 12.

² Some receipts will show amounts in Euro Currency, but on the actual "Expense Listing," amounts are calculated in U.S. Currency.

1 12. Long Distance phone call from Reno to Greece to schedule
2 depositions.....\$ 45.00

3 13. Secretarial overtime.....\$ 30.00

4 **TOTAL\$27,683.48**

5 As attorney for Defendant/Cross-Claimant and Cross-Defendant in this matter, I
6 hereby verify that, to the best of my knowledge and belief, the above items are correct and
7 that such costs have been necessarily incurred in this action. I also hereby verify that the
8 attached **Exhibit 1** provides the supporting documentation for the above-claimed costs, as
9 required by Berosini v. PETA, 114 Nev. 1348, 971 P.2d 383 (1998).
10

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

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

15 DATED: April 25, 2019.

16 WOODBURN AND WEDGE

17
18 By /s/ Dane W. Anderson
19 John F. Murtha, Esq.
20 Nevada Bar No. 835
21 Dane W. Anderson, Esq.
22 Nevada Bar No. 6883
23 Seth J. Adams, Esq.
24 Nevada Bar No. 11034

25 *Attorneys for Defendant/
26 Cross-Claimant
27 Athanasios Skarpelos*

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

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

Attorneys for Plaintiff

Jeremy J. Nork, Esq.
Frank Z. LaForge, Esq.
Holland & Hart LLP
5441 Kietzke Lane, 2nd Floor
Reno, Nevada 89511
jnork@hollandandhart.com
fzlaforge@hollandandhart.com

Attorneys for Defendants
Weiser Asset Management, Ltd.
and Weiser (Bahamas), Ltd.

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

Attorneys for Plaintiff

/s/ Dianne M. Kelling
Dianne M. Kelling, an employee of
Woodburn and Wedge

EXHIBIT INDEX

Exhibit No.	Description	No. of Pages *
1	Expense Listing and supporting invoices and receipts	75

* Number of Pages Does **Not** include the divider page marking the exhibit.

EXHIBIT 1

EXHIBIT 1

Expense Listing

Listing Order: Transaction Date, Client-Matter
Client: Athanasios Skarpelos
Matter: adv. Weiser Asset Management
Date: through

Code: All
Person: All
Responsible: All
Invoicing Status: Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
1654	3/23/2016	020765-000001	P	Bankcard Center- Washoe County Second Judicial District Court Filing Fee 02/19/16		\$213.00	\$213.00
152343	4/19/2016	020765-000001	P	Pacer Research		\$1.40	\$1.40
155394	6/17/2016	020765-000001	P	Photocopies	21	\$5.25	\$5.25
157335	8/1/2016	020765-000001	P	Photocopies	68	\$17.00	\$17.00
157336	8/1/2016	020765-000001	P	Photocopies	14	\$3.50	\$3.50
162212	11/9/2016	020765-000001	P	Special Messenger Services-		\$3.80	\$3.80
163048	12/2/2016	020765-000001	P	Postage		\$3.56	\$3.56
165448	1/25/2017	020765-000001	P	Photocopies	83	\$20.75	\$20.75
165592	1/31/2017	020765-000001	P	Photocopies	48	\$12.00	\$12.00
165769	2/1/2017	020765-000001	P	Postage		\$1.61	\$1.61
173721	7/31/2017	020765-000001	P	Photocopies	56	\$14.00	\$14.00
174081	8/4/2017	020765-000001	P	Postage		\$4.06	\$4.06
180112	12/14/2017	020765-000001	P	Photocopies	14	\$3.50	\$3.50
180113	12/14/2017	020765-000001	P	Photocopies	3	\$0.75	\$0.75
180119	12/14/2017	020765-000001	P	Photocopies	24	\$6.00	\$6.00
180193	12/15/2017	020765-000001	P	Photocopies	54	\$13.50	\$13.50
180196	12/15/2017	020765-000001	P	Photocopies	8	\$2.00	\$2.00
180296	12/18/2017	020765-000001	P	Postage		\$4.83	\$4.83
180858	12/29/2017	020765-000001	P	Westlaw Research		\$306.00	\$306.00
181408	1/12/2018	020765-000001	P	Photocopies	87	\$21.75	\$21.75
181414	1/12/2018	020765-000001	P	Photocopies	1	\$0.25	\$0.25
181746	1/22/2018	020765-000001	P	Postage		\$6.09	\$6.09
181817	1/22/2018	020765-000001	P	Photocopies	3	\$0.75	\$0.75
183399	2/23/2018	020765-000001	P	Photocopies	14	\$3.50	\$3.50
183647	2/28/2018	020765-000001	P	Photocopies	9	\$2.25	\$2.25
183648	2/28/2018	020765-000001	P	Photocopies	38	\$9.50	\$9.50
183652	2/28/2018	020765-000001	P	Photocopies	67	\$16.75	\$16.75

Expense Listing

Listing Order: Transaction Date, Client-Matter
Client: Athanasios Skarpelos
Matter: adv. Weiser Asset Management
Date: through

Code: All
Person: All
Responsible: All
Invoicing Status: Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
183907	3/5/2018	020765-000001	P	Photocopies	3	\$0.75	\$0.75
183922	3/6/2018	020765-000001	P	Photocopies	16	\$4.00	\$4.00
183927	3/6/2018	020765-000001	P	Photocopies	4	\$1.00	\$1.00
183928	3/6/2018	020765-000001	P	Photocopies	1	\$0.25	\$0.25
183929	3/6/2018	020765-000001	P	Photocopies	12	\$3.00	\$3.00
184086	3/8/2018	020765-000001	P	Samantha G. Stegmaier- Special Messenger Services-		\$3.80	\$3.80
184124	3/8/2018	020765-000001	P	Photocopies	7	\$1.75	\$1.75
184204	3/12/2018	020765-000001	P	Photocopies	6	\$1.50	\$1.50
184205	3/12/2018	020765-000001	P	Photocopies	5	\$1.25	\$1.25
184210	3/12/2018	020765-000001	P	Photocopies	1	\$0.25	\$0.25
184504	3/20/2018	020765-000001	P	Photocopies	6	\$1.50	\$1.50
184506	3/20/2018	020765-000001	P	Photocopies	51	\$12.75	\$12.75
184583	3/21/2018	020765-000001	P	Photocopies	75	\$18.75	\$18.75
184632	3/22/2018	020765-000001	P	Postage		\$1.63	\$1.63
184743	3/22/2018	020765-000001	P	Kara Hascall- Special Messenger Services-		\$3.74	\$3.74
184768	3/22/2018	020765-000001	P	Photocopies	7	\$1.75	\$1.75
184769	3/22/2018	020765-000001	P	Photocopies	14	\$3.50	\$3.50
184959	3/28/2018	020765-000001	P	Postage		\$3.63	\$3.63
185447	3/31/2018	020765-000001	P	Westlaw Research		\$2,142.00	\$2,142.00
185595	3/31/2018	020765-000001	P	Pacer Research		\$1.90	\$1.90
185892	4/13/2018	020765-000001	P	Photocopies	1	\$0.25	\$0.25
186710	4/24/2018	020765-000001	P	Bankcard Center- Filing Fee- Washoe County Second Judicial District Court		\$200.00	\$200.00
186491	4/25/2018	020765-000001	P	Photocopies	9	\$2.25	\$2.25
186775	4/30/2018	020765-000001	P	Westlaw Research		\$2,025.00	\$2,025.00
193307	9/18/2018	020765-000001	P	Photocopies	45	\$11.25	\$11.25
193408	9/19/2018	020765-000001	P	Postage		\$3.26	\$3.26
193620	9/25/2018	020765-000001	P	Long Distance Telephone Call to Schedule Conference Room & Depositions		\$45.00	\$45.00

Expense Listing

Listing Order: Transaction Date, Client-Matter
Client: Athanasios Skarpelos
Matter: adv. Weiser Asset Management
Date: through

Code: All
Person: All
Responsible: All
Invoicing Status: Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
193784	9/27/2018	020765-000001	P	Kara Hascall- -		\$3.80	\$3.80
200693	9/27/2018	020765-000001	P	Kara Hascall- Special Messenger Services-		\$3.80	\$3.80
194153	10/5/2018	020765-000001	P	Steve Kelling- - Reimburse Steve Kelling for Adapter & Converter for DWA Laptop in Greece		\$86.59	\$86.59
194214	10/8/2018	020765-000001	P	Photocopies	117	\$29.25	\$29.25
194216	10/8/2018	020765-000001	P	Photocopies	118	\$29.50	\$29.50
194858	10/18/2018	020765-000001	P	Samantha G. Stegmaier- Special Messenger Services-		\$2.96	\$2.96
195023	10/19/2018	020765-000001	P	Photocopies	72	\$18.00	\$18.00
195330	10/25/2018	020765-000001	P	Leah M. Palmer- Special Messenger Services-		\$6.35	\$6.35
195349	10/25/2018	020765-000001	P	Kara Hascall- Special Messenger Services- Reimburse KRH for Cab Fares		\$5.60	\$5.60
195834	10/31/2018	020765-000001	P	Sunshine Reporting & Litigation Services- - Certified Copies of Depositions		\$3,805.15	\$3,805.15
195836	10/31/2018	020765-000001	P	Sunshine Reporting & Litigation Services- - Original & Certified Copy of Deposition plus Travel to Athens, Greece		\$6,543.01	\$6,543.01
195697	11/5/2018	020765-000001	P	Dane Anderson- Meals- Reimburse DWA for Travel Expenses to Athens Greece		\$14.89	\$14.89
195698	11/5/2018	020765-000001	P	Dane Anderson- Travel- Reimburse DWA for Travel Expenses to Athens Greece [Airfare]		\$1,043.00	\$1,043.00
195699	11/5/2018	020765-000001	P	Dane Anderson- Travel- Reimburse DWA for Travel Expenses to Athens Greece [Airfare Expense]		\$277.00	\$277.00
195700	11/5/2018	020765-000001	P	Dane Anderson- Travel- Reimburse DWA for Travel Expenses to Athens Greece [Airfare Expense]		\$35.70	\$35.70
195701	11/5/2018	020765-000001	P	Dane Anderson- Travel- Reimburse DWA for Travel Expenses to Athens Greece [Hotel]		\$3,944.00	\$3,944.00
195702	11/5/2018	020765-000001	P	Dane Anderson- Meals- Reimburse DWA for Travel Expenses to Athens Greece		\$20.50	\$20.50
195703	11/5/2018	020765-000001	P	Dane Anderson- Travel- Reimburse DWA for Travel Expenses to Athens Greece [Airfare Expense]		\$30.00	\$30.00
196453	11/20/2018	020765-000001	P	Bankcard Center- Travel- DWA Hotel Expense [Athens, Greece]		\$1,241.80	\$1,241.80
196465	11/20/2018	020765-000001	P	Bankcard Center- Travel- DWA Hotel Expense [San Francisco, CA]		\$265.92	\$265.92
196466	11/20/2018	020765-000001	P	Bankcard Center- Travel- DWA Airfare Expense		\$100.00	\$100.00
196467	11/20/2018	020765-000001	P	Bankcard Center- Travel- DWA Hotel Expense		\$28.08	\$28.08
196508	11/20/2018	020765-000001	P	Bankcard Center- Travel- Conference Rooms		\$238.50	\$238.50

Expense Listing

Listing Order: Transaction Date, Client-Matter
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: through

Code: All
 Person: All
 Responsible: All
 Invoicing Status: Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
197582	12/10/2018	020765-000001	P	Photocopies	640	\$160.00	\$160.00
197892	12/14/2018	020765-000001	P	Photocopies	125	\$31.25	\$31.25
198626	12/31/2018	020765-000001	P	Westlaw Research		\$2,036.41	\$2,036.41
199551	1/18/2019	020765-000001	P	Color Photocopies	1	\$0.50	\$0.50
199572	1/22/2019	020765-000001	P	Bankcard Center- - DWA Parking Expense		\$1.50	\$1.50
200685	1/23/2019	020765-000001	P	Secretarial Overtime	1	\$30.00	\$30.00
199842	1/24/2019	020765-000001	P	Photocopies	64	\$16.00	\$16.00
199844	1/24/2019	020765-000001	P	Photocopies	62	\$15.50	\$15.50
199847	1/24/2019	020765-000001	P	Color Photocopies	176	\$88.00	\$88.00
199848	1/24/2019	020765-000001	P	Color Photocopies	28	\$14.00	\$14.00
199924	1/27/2019	020765-000001	P	Photocopies	18	\$4.50	\$4.50
199977	1/28/2019	020765-000001	P	Photocopies	8	\$2.00	\$2.00
200012	1/29/2019	020765-000001	P	Photocopies	9	\$2.25	\$2.25
200016	1/29/2019	020765-000001	P	Color Photocopies	24	\$12.00	\$12.00
200043	1/30/2019	020765-000001	P	Photocopies	35	\$8.75	\$8.75
200070	1/31/2019	020765-000001	P	Leah M. Palmer- Special Messenger Services-		\$4.45	\$4.45
200245	2/5/2019	020765-000001	P	Sunshine Reporting & Litigation Services- - Appearance for Trial Day 2		\$140.00	\$140.00
200519	2/7/2019	020765-000001	P	Photocopies	7	\$1.75	\$1.75
200911	2/19/2019	020765-000001	P	Sunshine Reporting & Litigation Services- - Original & 1 Certified Copy of Transcript of Proceedings		\$267.24	\$267.24
201123	2/25/2019	020765-000001	P	Bankcard Center- Meals- Lunch during trial		\$63.14	\$63.14
201124	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$6.25	\$6.25
201125	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$6.25	\$6.25
201126	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201127	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201128	2/25/2019	020765-000001	P	Bankcard Center- Meals- Lunch during trial		\$18.57	\$18.57
201129	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201130	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50

Expense Listing

Listing Order: Transaction Date, Client-Matter
Client: Athanasios Skarpelos
Matter: adv. Weiser Asset Management
Date: through

Code: All
Person: All
Responsible: All
Invoicing Status: Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
201131	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$5.50	\$5.50
201132	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$5.50	\$5.50
201133	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$2.25	\$2.25
201134	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$1.50	\$1.50
201135	2/25/2019	020765-000001	P	Bankcard Center- Meals- Coffee during trial		\$2.33	\$2.33
201136	2/25/2019	020765-000001	P	Bankcard Center- Meals- Meal during trial		\$79.77	\$79.77
201137	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201138	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201139	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$5.25	\$5.25
201140	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$5.25	\$5.25
201141	2/25/2019	020765-000001	P	Bankcard Center- Meals- Coffee during trial		\$5.52	\$5.52
201142	2/25/2019	020765-000001	P	Bankcard Center- Meals- Meal during trial		\$48.91	\$48.91
201143	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201144	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201145	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$6.00	\$6.00
201146	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$6.00	\$6.00
201147	2/25/2019	020765-000001	P	Bankcard Center- Meals- Coffee during trial		\$7.58	\$7.58
201148	2/25/2019	020765-000001	P	Bankcard Center- Meals- Coffee during trial		\$4.82	\$4.82
201149	2/25/2019	020765-000001	P	Bankcard Center- Meals- coffee during trial		\$5.52	\$5.52
201151	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201152	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$7.50	\$7.50
201153	2/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$4.50	\$4.50
201154	2/25/2019	020765-000001	P	Bankcard Center- Meals- Coffee during trial		\$7.82	\$7.82
201155	2/25/2019	020765-000001	P	Bankcard Center- Meals- Coffee during trial		\$5.52	\$5.52
201673	2/28/2019	020765-000001	P	Westlaw Research		\$1,150.38	\$1,150.38
201674	2/28/2019	020765-000001	P	Westlaw Research		\$343.29	\$343.29

Expense Listing

Listing Order: Transaction Date, Client-Matter
Client: Athanasios Skarpelos
Matter: adv. Weiser Asset Management
Date: through

Code: All
Person: All
Responsible: All
Invoicing Status: Invoiced

Record	Date	Client-Matter	Stat	Description	Units	Our Cost	Client Cost
202596	3/25/2019	020765-000001	P	Bankcard Center- - SJA Parking Expense		\$4.75	\$4.75
202602	3/25/2019	020765-000001	P	Bankcard Center- - DWA Parking Expense		\$3.75	\$3.75
Transaction Listing Total:						\$28,683.48	\$27,683.48

Units Tally

Code	Description	Units	Our Cost	Client Cost
CAFF	Filing Fee	0	\$200.00	\$200.00
CAMEAL	Meals	0	\$284.89	\$284.89
CAMESS	Special Messenger Services	0	\$38.30	\$38.30
CAMISC		0	\$11,239.24	\$11,239.24
CATRVL	Travel	0	\$7,204.00	\$7,204.00
EXC25C	Photocopies	2150	\$537.50	\$537.50
EXCCPY	Color Photocopies	229	\$114.50	\$114.50
EXOT	Secretarial Overtime	1	\$30.00	\$30.00
EXPACE	Pacer Research	0	\$3.30	\$3.30
EXPOST	Postage	0	\$28.67	\$28.67
EXWEST	Westlaw Research	0	\$8,003.08	\$8,003.08

WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS

3.80
tw

DATE: November 9, 2016

TIME: 3:00

DATE & TIME OF COMPLETION REQUESTED: 11/9/16 by 5:00 p.m.

CLIENT: Skarpelos

MATTER: Nevada Agency and Transfer vs. Weiser Asset Management, et al., etc.

ATTY: JMW

FILE NO will provide on 11/10/16

HAND DELIVERY TO: Jeremy Nork/Frank LaForge
Holland & Hart
5441 Kietzke Lane, Second Floor
Reno, NV

Received By:

[Signature]
Lucia

Assignment:

____ Please file with District/Federal/Bankruptcy Court Clerk and return copies to me.

____ Courtesy copy to Judge in Dept.: _____

____ Please record at Recorder's Office and return copies to me.

____ Check, Annual List Renewal and Declaration of Eligibility
for State Business License Exemption enclosed.

____ Pick up check/petty cash from accounting —

Special Instructions Please deliver four documents attached to Holland and Hart
and have receipt signed above. Thanks!

Thank you! JCB

JA2376

WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS

SS
\$3.80

DATE: 2-28-18

TIME: 3:52

DATE & TIME OF COMPLETION REQUESTED: before 5:00

CLIENT: Skarpelos

MATTER:

ATTY: JFM

FILE NO: 20765-1

COURT FILE NO:

PICKUP FROM / DELIVER TO:

Holland & Hart
5441 Kietzko Dr. 2nd Flr.
Aero

Received By: _____

Assignment:

- _____ Please file with District/Federal/Bankruptcy Court Clerk and return copies to me.
- _____ Courtesy copy to Judge in Dept.: _____
- _____ Please record at Recorder's Office and return copies to me.
- _____ Check enclosed.
- _____ Pick up check/petty cash from accounting.

Special Instructions:

Thank you. Denise

JA2377

WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS

KH
3.74

DATE: 3-21-18

TIME: 3:00

DATE & TIME OF COMPLETION REQUESTED: before 5:00

CLIENT: Skarpelos

MATTER:

ATTY: JFM

FILE NO: 20765-1

COURT FILE NO:

PICKUP FROM / DELIVER TO:

Holland & Hart
5441 Kietysse Sm. 2nd FL

Received By:

Rene
Emile Dack

Assignment:

_____ Please file with District/Federal/Bankruptcy Court Clerk and return copies to me.

_____ Courtesy copy to Judge in Dept.: _____

Please record at Recorder's Office and return copies to me

WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS

KH \$3.80

DATE: 09/18/18

Time: 11:00am

DATE & TIME OF COMPLETION REQUESTED: 09/18/18

CLIENT: Athanasios Skarpelos

Atty: DWA

CLIENT NO.: 20765

MATTER NO.: 1

DELIVER TO:

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

RECEIVED BY: _____

Assignment:

JA2379

WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS

2.96

SS

DATE: 10/11/18

Time: 8:30 AM

DATE & TIME OF COMPLETION REQUESTED: 10/11/18

CLIENT: SKARPELOS

Atty: DWA

CLIENT NO.: 20765

MATTER NO.: 1

DELIVER TO:

Jeremy J. Nork, Esq.
Holland & Hart
5441 Kietzke Lane, Second Floor
Reno, NV 89511

RECEIVED BY: _____

Assignment:

Please file with the Second Judicial District Court Clerk.

JA2380

**WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS**

DATE: 10/18/18

Time: 9:45 AM 5.00 LRH

DATE & TIME OF COMPLETION REQUESTED: 10/18/18

CLIENT: Skarpelos

Atty: DWA

CLIENT NO.: 020765

MATTER NO.: 1

DELIVER TO:

Tina Amundson, Court Reporter
Sunshine Litigation Services
151 Country Estates Circle
Reno, NV 89511

RECEIVED BY: Dennis Math

Assignment:

Please file with the Second Judicial District Court Clerk.

**WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS**

LP
\$12.70

DATE: 10/19/18

Time: 10 am 12.35 each

DATE & TIME OF COMPLETION REQUESTED: 10/19/18

CLIENT: The Madison Real Estate Group LLC
Regions Morgan Keegan Trust

Atty: SLW

CLIENT NOS.: 020765-1 and 16843-16

DELIVER TO: Skarpelos
12.35

THREE
12.35

Washoe County Sheriff
Attn: Civil Division
91 Parr Blvd.
Reno, NV

RECEIVED BY: [Signature] 4131

Assignment:

____ Please file with the Second Judicial District Court Clerk.

JA2382

WOODBURN AND WEDGE
ERRAND REQUEST FOR RUNNERS

AS LP

DATE: 1/28/19

Time: 12 Noon

DATE & TIME OF COMPLETION REQUESTED: 1/28/19

CLIENT: NEVADA AGENCY AND TRANSFER COMPANY v. WEISER ASSET
MANAGENT, ET AL.

ATTY: JFM/DWA

CLIENT NO.: 20765

MATTTER NO.: 1

RECEIVED BY: _____

Assignment:

XXX Please deliver a case of water (2 12 packs) and legal pads (I have attached a bunch of legal pads to this run slip) to Judge Sattler, Second Judicial District Court, Dept. 10, 75 Court Street, 4th Floor, Reno, NV today. The Court will be taking breaks from 12-1:15 p.m. and 3:00-3:15 p.m. today. PLEASE DELIVER THESE ITEMS TO THE COURT BY 3 P.M.

Take to
DWA

JA2383

DATE:

9-18-18

ATTY:

JFM
DWA

CLIENT NAME:

Skarpelos, Athanasios

NO. 20765-1

TYPE OF MAIL:

AMT:

2 x \$1.63

DATE: 12-15-17 ATTY: JFM

CLIENT NAME: Skarpelos NO: 20765-1

TYPE OF MAIL: ~~lg~~ large omms AMT: 3x \$1.61

DATE: 1-12-18 ATTY: JFM

CLIENT NAME: Skarpelos NO: 20765-1

TYPE OF MAIL: lg omms AMT: 3x \$2.03

DATE: 2-23-18 ATTY: JFM

CLIENT NAME: Skarpelos NO: 20765-1

TYPE OF MAIL: lg ~~omms~~ omms AMT: \$1.63

DATE: 3-22-18 ATTY: JFM

CLIENT NAME: Skarpelos NO: 20765-1

TYPE OF MAIL: lg omms AMT: 3x \$1.21
JA2385

DATE: 2-19-11 ATTY: JFM

CLIENT NAME: Shapolsky NO: 20765-1

TYPE OF MAIL: Ogans. AMT: (3) 1.42 \$4.26

DATE: 11/9/14 ATTY: EJW JMW

CLIENT NAME: SKARPELOS NO. 20765-

TYPE OF MAIL: REGULAR flat AMT: 2x 1.78

DATE: 1/31/17 ATTY: JMW

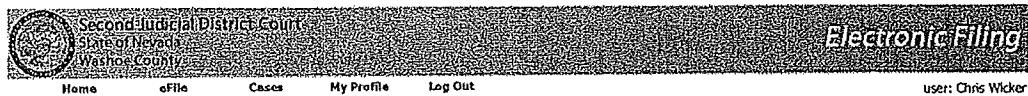
CLIENT NAME: SKARPELOS NO. 20765.1

TYPE OF MAIL: SEVC BY MAIL AMT: \$1.61

DATE: 7-31 ATTY: SFM

CLIENT NAME: Scarpelos NO. 20765-1

TYPE OF MAIL: Og enos AMT: \$2.03 x2



Filing Charges

Filing Charges

Report Month

February

February 2016 Charges for Chris Wicker

Case Title	Client #	Court Case #	Court Division	Description	Date	Account Authorization Code	Receipt	Fee
INV AGENCY & TRANSFER CO VS WEISER ASSET ET AL (D10)		CV15-02259	Civil	Other Civil Filing: Other Civil Matters - GC	02-19-2016:08:45	X2DF1 24717670	DDCS30666	\$213.00
Total Charges:								\$213.00

20745-1

[User Manual](#) | [terms of use](#) | [privacy policy](#) | [payment policy](#) | [support](#) | [contact us](#) | [about Tybera Development Group, Inc.](#)

© 2001-16 Tybera Development Group, Inc. All rights reserved.



Second Judicial District Court
State of Nevada
Washoe County

Electronic Filing

[Home](#)

[eFile](#)

[Cases](#)

[My Profile](#)

[Log Out](#)

user: John Murtha

Filing Charges

Filing Charges

Report Month

March

March 2018 Charges for John Murtha

Case Title	Client #	Court Case #	Court Division	Description	A Date	Account Authorization Code	Receipt
HV AGENCY & TRANSFER CO VS WEISER ASSET ET AL (D10)		CV15-02259	Civil	Other Civil Filing: Other Civil Matters - GC	03-13-2018:09:28	XBE09 63073269	DCDC603215
							Total Charges:

Motion for Summary Judgment
\$1200 -
Skarpelos 20765-1

[User Manual](#) | [terms of use](#) | [privacy policy](#) | [payment policy](#) | [support](#) | [contact us](#) | [about Tybera Development Group, Inc.](#)

© 2001-16 Tybera Development Group, Inc. All rights reserved.

JA2389

NEVADA STATE BANK

JOHN F MURTHA
 WOODBURN AND WEDGE
 Account Number :
 xxxx xxxx xxxx 0703

VISA

ACCOUNT SUMMARY

Account Number	xxxx xxxx xxxx 0703	Previous Balance	\$0.00
Credit Limit	\$10,000.00	Payments	\$0.00
Available Credit	\$8,435.00	Credits	\$0.00
Statement Closing Date	April 05, 2018	Purchases	\$0.00
Payment Due Date	April 25, 2018	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
------------	-----------	------------------	-------------------------	--------

03/13	03/15	24013592107AWASHOECOURTS.NV	WASHOE CO 2ND DIST GENERA WASHOECOURTS.NV D	\$200.00
-------	-------	-----------------------------	---	----------

TOTAL PURCHASES \$2,417.97

See Reverse Side for Important Information About Your Account.

5543 0001 BAH 3 7 4 180405 0 PAGE 1 of 2 12 4769 1000 VBUS 01AA5543 2209

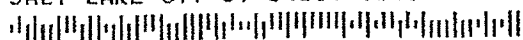
NEVADA STATE BANK

P O BOX 30833
 SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
 Payment sent to any other location may delay crediting your account.
 Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to:

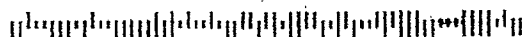
BANKCARD CENTER
 PO BOX 30833
 SALT LAKE CTY UT 84130-0833



PAYMENT INFORMATION

Account Number	xxxx xxxx xxxx 0703
Payment Due Date	04/25/18
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

JOHN F MURTHA
 WOODBURN AND WEDGE
 6100 NEIL RD STE 500
 RENO NV 89511-1159



2209
 P10

15066 000014769101086160703

JA2390

NEVADA STATE BANK



W CHRIS WICKER
 WOODBURN AND WEDGE
 Account Number :
 xxxx xxxx xxxx 1008

VISA

ACCOUNT SUMMARY

Account Number	xxxx xxxx xxxx 1008	Previous Balance	\$0.00
Credit Limit	\$4,000.00	Payments	\$0.00
Available Credit	\$3,978.00	Credits	\$0.00
Statement Closing Date	March 04, 2016	Purchases	\$0.00
Payment Due Date	March 24, 2016	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TOTAL *FINANCE CHARGE* PAID IN 2015 \$0.00

TRANSACTIONS

1-2

Trans Date	Post Date	Reference Number	Transaction Description	Amount
[REDACTED]				
02/19	02/21	2401339E302L6YZHL	WASHOE CO 2ND DIST GENERA WASHOECOURTS.NV	\$213.00
[REDACTED]				

TOTAL PURCHASES \$1,221.80
 TOTAL \$1,102.80

See Reverse Side for Important Information About Your Account.

5543 0001 BAH 3 7 4 160304 0 PAGE 1 of 2 12 4769 1000 VBUS 01AA5543 1447

NEVADA STATE BANK



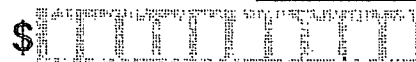
P O BOX 30833
 SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
 Payment sent to any other location may delay crediting your account.
 Please detach this portion and return it with your payment to ensure proper credit.

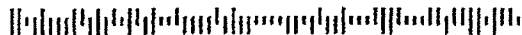
Make Checks Payable to:

PAYMENT INFORMATION

Account Number	xxxx xxxx xxxx 1008
Payment Due Date	03/24/16
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$



BANKCARD CENTER
 PO BOX 30833
 SALT LAKE CTY UT 84130-0833



W CHRIS WICKER
 WOODBURN AND WEDGE
 6100 NEIL RD STE 500
 RENO NV 89511-1159



1447
 K1

5066 000014769101086161008

JA2391

NEVADA STATE BANK

DANE W. ANDERSON
 WOODBURN AND WEDGE
 Account Number :
 xxxx xxxx xxxx 6400

VISA

X

ACCOUNT SUMMARY

Account Number	xxxx xxxx xxxx 6400	Previous Balance	\$0.00
Credit Limit	\$5,000.00	Payments	\$0.00
Available Credit	\$4,700.00	Credits	\$0.00
Statement Closing Date	January 04, 2019	Purchases	\$0.00
Payment Due Date	January 24, 2019	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TOTAL *FINANCE CHARGE* PAID IN 2018 \$0.00

TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
------------	-----------	------------------	-------------------------	--------

12/07	12/09	2443105P66099S7SE	CITY OF RENO PARKING MET 7753342080 NV - 20765-1	\$1.50
-------	-------	-------------------	--	--------

See Reverse Side for Important Information About Your Account.

5543 0001 BAH

3

7

4

190104 0

PAGE 1 of 2

12 4769 1000 VBUS 01AA5543

2344

NEVADA STATE BANK

P O BOX 30833
 SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
 Payment sent to any other location may delay crediting your account.
 Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to :

PAYMENT INFORMATION

Account Number	xxxx xxxx xxxx 6400
Payment Due Date	01/24/19
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

BANKCARD CENTER
 PO BOX 30833
 SALT LAKE CTY UT 84130-0833

DANE W ANDERSON
 WOODBURN AND WEDGE
 6100 NEIL RD STE 500
 RENO NV 89511-1159

2344

P112

⑆5066 0000⑆4769⑆01086926400⑈

JA2392

NEVADA STATE BANK



SETH J ADAMS
WOODBURN AND WEDGE
Account Number :
XXXX XXXX XXXX 5720

VISA

ACCOUNT SUMMARY

Account Number	XXXX XXXX XXXX 5720	Previous Balance	\$0.00
Credit Limit	\$2,000.00	Payments	\$0.00
Available Credit	\$1,996.00	Credits	\$0.00
Statement Closing Date	February 06, 2019	Purchases	\$0.00
Payment Due Date	February 26, 2019	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TOTAL *FINANCE CHARGE* PAID IN 2018 \$0.00

TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
01/27	01/28	24445000W00T3DH11	CVS/PHARMACY #04691 SPARKS NV	
01/28	01/30	24431050X60PGQMDT	CITY OF RENO PARKING MET 7753342080 NV	\$8.98
01/28	01/30	24431050X60PGQRQ4	CITY OF RENO PARKING MET 7753342080 NV	\$6.25
01/28	01/30	24431050X60PQBAED	CITY OF RENO PARKING MET 7753342080 NV	\$6.25
01/28	01/30	24431050X60PQBQLS	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
01/28	01/30	24692160X2Y1Z21LD	STARBUCKS STORE 08766 RENO NV	\$7.50
01/29	01/31	24431050Y60PNGPPA	CITY OF RENO PARKING MET 7753342080 NV	\$18.57
01/29	01/31	24431050Y60PNGS4M	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
01/29	01/31	24431050Y60PS4QMK	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
01/29	01/31	24431050Y60PS49SA	CITY OF RENO PARKING MET 7753342080 NV	\$5.50
01/29	01/31	24431050Y60PWXXMZ	CITY OF RENO PARKING MET 7753342080 NV	\$5.50
01/29	01/31	24431050Y60PWXRXL	CITY OF RENO PARKING MET 7753342080 NV	\$2.25
01/29	01/31	24692160Y2XL07644	STARBUCKS STORE 08766 RENO NV	\$1.50
01/30	01/31	24269790YEJ88F1TJ	WILD GARLIC PIZZA AND RENO NV	\$2.33
01/30	02/01	24431050Z60R0NXW5	CITY OF RENO PARKING MET 7753342080 NV	\$79.77
				\$7.50

See Reverse Side for Important Information About Your Account.

5543 0001 BAH

3

7

4

190206

0

PAGE 1 of 2

12

4769

1000

VBUS

01AA5543

2496

NEVADA STATE BANK



P O BOX 30833
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
Payment sent to any other location may delay crediting your account.
Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to :

BANKCARD CENTER

PO BOX 30833

SALT LAKE CITY UT 84130-0833



PAYMENT INFORMATION

Account Number	XXXX XXXX XXXX 5720
Payment Due Date	02/26/19
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

SETH J ADAMS
C/O JOHN F MURTHA
6100 NEIL RD STE 500
RENO NV 89511-1159

2496

P102



5066 000014769101086445720

JA2393

SETH J ADAMS
Account Number :
XXXX XXXX XXXX 5720

TRANSACTIONS (Continued)

Trans Date	Post Date	Reference Number	Transaction Description	Amount
01/30	02/01	24431050Z60R0P0KV	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
01/30	02/01	24431050Z60R41X7J	CITY OF RENO PARKING MET 7753342080 NV	\$5.25
01/30	02/01	24431050Z60R4223H	CITY OF RENO PARKING MET 7753342080 NV	\$5.25
01/30	02/01	24692160Z2X5LPV8F	STARBUCKS STORE 08766 RENO NV	\$5.52
01/31	02/01	24269790ZEJ7NY5NV	WILD GARLIC PIZZA AND RENO NV	\$48.91
01/31	02/03	24431051060RAV0VS	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
01/31	02/03	24431051060RAV1K9	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
01/31	02/03	24431051060REJWYY	CITY OF RENO PARKING MET 7753342080 NV	\$6.00
01/31	02/03	24431051060REK31K	CITY OF RENO PARKING MET 7753342080 NV	\$6.00
01/31	02/03	2469216102XPD2PZM	STARBUCKS STORE 08766 RENO NV	\$7.58
01/31	02/03	2469216102XPD2R0D	STARBUCKS STORE 08766 RENO NV	\$4.82
01/31	02/03	2469216102XPD2R05	STARBUCKS STORE 08766 RENO NV	\$5.52
02/01	02/03	24431051160RMBTBG	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
02/01	02/03	24431051160RMBYVV	CITY OF RENO PARKING MET 7753342080 NV	\$7.50
02/01	02/03	24431051160RR9BYK	CITY OF RENO PARKING MET 7753342080 NV	\$4.50
02/01	02/03	2469216112XDGRFJG	STARBUCKS STORE 08766 RENO NV	\$7.82
02/01	02/03	2469216112XDGRFLT	STARBUCKS STORE 08766 RENO NV	\$5.52
TOTAL PURCHASES			\$1,331.24	
TOTAL			\$1,331.24	

Finance Charge Summary	Daily Periodic Rate (May Vary)	Total Finance Charge	Balance Subject to Finance Charge	Annual Percentage Rate
Purchase	0.03971%	\$0.00	\$0.00	14.50%
Cash Advances	0.05886%	\$0.00	\$0.00	21.49%

Questions:

Cardholder Services 1-866-749-7476
Lost or Stolen 1-866-749-7476

Remit To:

Bankcard Center
PO Box 30833
Salt Lake City UT 84130

Or Write:

Bankcard Center
PO Box 25787
Salt Lake City UT 84125-0787

Visit us on the web at: www.nsbank.com

Change of address? Please call 1-866-749-7476 or visit your local branch.

IMPORTANT MESSAGES

"One great program. 2 paths to savings*. Visa SavingsEdge brings you Everyday Offers and Activate Offers to help you save on qualified business expenses. Get details and enroll your eligible Nevada State Bank Visa® Business Credit or Debit Card for FREE today at visasavingsedge.com.
*Discounts provided as credits on future statements."

NEVADA STATE BANK



DANE W ANDERSON
 WOODBURN AND WEDGE
 Account Number :
 xxxx xxxx xxxx 6400

VISA

ACCOUNT SUMMARY

Account Number	xxxx xxxx xxxx 6400	Previous Balance	\$0.00
Credit Limit	\$5,000.00	Payments	\$0.00
Available Credit	\$5,000.00	Credits	\$0.00
Statement Closing Date	March 06, 2019	Purchases	\$0.00
Payment Due Date	March 26, 2019	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TOTAL *FINANCE CHARGE* PAID IN 2018 \$0.00

TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
02/06	02/08	2443105165ZWAYH57	CITY OF RENO PARKING MET 7753342080 NV - 26765-1	\$3.75

See Reverse Side for Important Information About Your Account.

5543 0001 BAH 3 7 4 190306 0 PAGE 1 of 2 12 4769 1000 VBUS 01AA5543 2412

NEVADA STATE BANK



P O BOX 30833
 SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
 Payment sent to any other location may delay crediting your account.
 Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to :

BANKCARD CENTER
 PO BOX 30833
 SALT LAKE CTY UT 84130-0833



PAYMENT INFORMATION

Account Number	xxxx xxxx xxxx 6400
Payment Due Date	03/26/19
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

DANE W ANDERSON
 WOODBURN AND WEDGE
 6100 NEIL RD STE 500
 RENO NV 89511-1159



2412
 P10:

⑈5066 0000⑈4769101086926400⑈

JA2395

NEVADA STATE BANK



SETH J ADAMS
WOODBURN AND WEDGE
Account Number :
XXXX XXXX XXXX 5720

VISA

ACCOUNT SUMMARY

Account Number	XXXX XXXX XXXX 5720	Previous Balance	\$0.00
Credit Limit	\$2,000.00	Payments	\$0.00
Available Credit	\$772.00	Credits	\$0.00
Statement Closing Date	March 06, 2019	Purchases	\$0.00
Payment Due Date	March 26, 2019	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TOTAL *FINANCE CHARGE* PAID IN 2018 \$0.00

TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
02/06	02/08	2443105165ZWB96FX	CITY OF RENO PARKING MET 7753342080 NV - <i>Skappeler 20765 0001</i>	\$4.75

TOTAL PURCHASES \$938.77
TOTAL \$396.81

*Check #1
DWA before billing*

See Reverse Side for Important Information About Your Account.

5543 0001 BAH 3 7 4 190306 0 PAGE 1 of 2 12 4769 1000 VBUS 01AA5543 2414

NEVADA STATE BANK

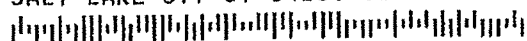


P O BOX 30833
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
Payment sent to any other location may delay crediting your account.
Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to :

BANKCARD CENTER
PO BOX 30833
SALT LAKE CITY UT 84130-0833



PAYMENT INFORMATION

Account Number	XXXX XXXX XXXX 5720
Payment Due Date	03/26/19
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

SETH J ADAMS
C/O JOHN F MURTHA
6100 NEIL RD STE 500
RENO NV 89511-1159



2414
P10:

15066 00001476910108614572010

JA2396



INVOICE



Discovery · Depositions · Trial

151 County Estates Circle
Reno, NV 89511
Phone: 800-330-1112
litigation-services.com

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

Invoice No.	Invoice Date	Job No.
1269023	11/5/2018	505810
Job Date	Case No.	
10/23/2018		
Case Name		
Nevada Agency and Transfer Company vs. Weiser Asset Management, Ltd		
Payment Terms		
Net 30		

Original & One Certified Copy - Deposition of:

Christos Livadas

4,580.90

Travel - Miscellaneous Incidentals

1,589.61

1,589.61

Travel

372.50

372.50

TOTAL DUE >>>

\$6,543.01

AFTER 12/5/2018 PAY

\$7,197.31

Deposition Location: Athens, Greece

Travel Per Diem and expenses split 50/50 with Holland & Hart

Travel - Miscellaneous Incidentals include Airfare and Hotel.

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 20-3835523

Phone: 775-688-3000 Fax: 775-688-3088

Please detach bottom portion and return with payment.

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

Job No. : 505810 BU ID : RN-CRO
Case No. :
Case Name : Nevada Agency and Transfer Company vs.
Weiser Asset Management, Ltd
Invoice No. : 1269023 Invoice Date : 11/5/2018
Total Due : \$6,543.01
AFTER 12/5/2018 PAY \$7,197.31

Remit To: Sunshine Reporting and Litigation Services,
LLC
P.O. Box 98813
Las Vegas, NV 89193-8813

PAYMENT WITH CREDIT CARD



Cardholder's Name:

Card Number:

Exp. Date:

Phone#:

Billing Address:

Zip:

Card Security Code:

Amount to Charge:

Cardholder's Signature:

Email:

JA2397

X

WOODBURN AND WEDGE

108661

INVOICE	DATE	DESCRIPTION	INV AMOUNT
1269023	11/7/2018	Original & Certified Copy of Deposition plus Travel to Athens, Greece	6,543.01

Check# / Date 108661 11/7/2018 Sunshine Reporting & Litigation Services 6,543.01
Requested by: FIRM G/L 1180 1180-000

JA2398

*

INVOICE



151 County Estates Circle
Reno, NV 89511
Phone: 800-330-1112
litigationservices.com

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

Invoice No.	Invoice Date	Job No.
1270341	11/5/2018	505811
Job Date	Case No.	
10/24/2018		
Case Name		
Nevada Agency and Transfer Company vs. Weiser Asset Management, Ltd		
Payment Terms		
Net 30		

One Certified Copy (Minimum) - Deposition of:		
Nikolaos Pedafronimos		990.00
One Certified Copy - Deposition of:		
Athanasios Skarpelos		1,451.75
Travel	372.50	372.50
One Certified Copy (Minimum) - Deposition of:		
Lambros Pedafronimos		990.90
TOTAL DUE >>>		\$3,805.15
AFTER 12/5/2018 PAY		\$4,185.67

Location of depo: Athens, Greece.

Travel day cost split 50/50 with Holland & Hart

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 20-3835523

Phone: 775-688-3000 Fax: 775-688-3088

Please detach bottom portion and return with payment.

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

Job No. : 505811 BU ID : RN-CRO
Case No. :
Case Name : Nevada Agency and Transfer Company vs.
Weiser Asset Management, Ltd
Invoice No. : 1270341 Invoice Date : 11/5/2018
Total Due : \$3,805.15
AFTER 12/5/2018 PAY \$4,185.67

Remit To: Sunshine Reporting and Litigation Services,
LLC
P.O. Box 98813
Las Vegas, NV 89193-8813

PAYMENT WITH CREDIT CARD				
Cardholder's Name:				
Card Number:				
Exp. Date:		Phone#:		
Billing Address:				
Zip:		Card Security Code:		
Amount to Charge:				
Cardholder's Signature:				
Email:				

JA2399

X

WOODBURN AND WEDGE

108660

INVOICE	DATE	DESCRIPTION	INV AMOUNT
1270341	11/7/2018	Certified Copies of Depositions	3,805.15

Check# / Date 108660 11/7/2018 Sunshine Reporting & Litigation Services 3,805.15
Requested by: FIRM G/L 1180 1180-000

JA2400

108510

Check# / Date	108510	10/5/2018	Steve Kelling	\$86.59
---------------	--------	-----------	---------------	---------

*

WOODBURN AND WEDGE													
EMPLOYEE'S BUSINESS EXPENSE CLAIM													
Employee Name :		Dane W. Anderson for Steve Kelling				From:		10.04.18		To:		10.04.18	
Purpose of Trip:													
Date	Origin/Dest. Trips	Auto Miles	Miles \$	Plane	Parking	Cabs	Rooms	Meals/Tips	Entertainment	Other	Explanation of Other	Client	Total
10.04.18										X	Purchase adapter and converter for depositions in Athens, Greece	020765-1	\$86.59
AIR TRAVEL EXPENSE					CAR RENTAL					Subtotal			\$86.59
Date	Airline	From	To	Amount	Company		Amount				Total Air Travel		\$0.00
											Total Rental Car		\$0.00
											Total Employee Expenditure		\$86.59
											Total Charged to Firm Credit Card*		
											Less Cash Advances		
TOTAL AIR TRAVEL EXPENSE				\$0.00	TOTAL CAR RENTAL				\$0.00	Total			\$86.59
Employee's Signature						Date: 10.03.18							
Please mark with an asterisk () the items that were charged to a Firm credit card													

AFM OK

Welcome to Best Buy #128
5575 S VIRGINIA ST
RENO, NV 89502



Val #:000133-688531-291881-491515-730384-805

0128 003 3135 10/04/18 11:14

5990901	PT-MUTAZU	39.99
	PLATINUM ALLIN1 TRAVEL ADAPTE	
	Sales Tax	3.31
2432595	NS-MTC1875	39.99
	TRAVEL CONVERTER AND ADAPTER	
	Sales Tax	3.30

	Subtotal	79.98
	Sales Tax	6.61
		=====
	Total	86.59

*****7923 ChipRead USD\$ 86.59
US DEBIT - DEBIT
KELLING/STEVEN
Approval 980975
Verified By PIN

MODE: Issuer
AID: A0000000980840
Reference Number: 3311135388962

My Best Buy
Member ID 2269566990

JA2403

INVOICE



151 Country Estates Circle
Reno, NV 89511
Phone: 800-330-1112
litigationservices.com

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

Invoice No.	Invoice Date	Job No.
1289312	2/8/2019	526770
Job Date	Case No.	
2/6/2019		
Case Name		
Department 10		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:

Transcript of Proceedings - Case No. CV15-02259 196.52

1 CERTIFIED COPY OF TRANSCRIPT OF:

Transcript of Proceedings - Case No. CV15-02259 70.72

TOTAL DUE >>> \$267.24

AFTER 3/10/2019 PAY \$293.96

****CIVIL APPEARANCE FEES ARE CHARGED PER STATE STATUTE.****

****O&2 & APPEARANCE FEE SPLIT 50/50 BETWEEN FIRMS.****

****48 HR. EXPEDITE****

Please note, disputes or refunds will not be honored or issued after 30 days

Tax ID: 20-3835523

Phone: 775-688-3000 Fax: 775-688-3088

Please detach bottom portion and return with payment.

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

Invoice No. : 1289312
Invoice Date : 2/8/2019
Total Due : \$ 267.24
AFTER 3/10/2019 PAY \$293.96

Remit To: **Sunshine Reporting and Litigation Services,
LLC
P.O. Box 98813
Las Vegas, NV 89193-8813**

Job No. : 526770
BU ID : RN-CR
Case No. :
Case Name : Department 10

JA2404

WOODBURN AND WEDGE

109228

INVOICE	DATE	DESCRIPTION	INV AMOUNT
1289312	2/19/2019	Original & 1 Certified Copy of Transcript of Proceedings	267.24

Check# / Date 109228 2/19/2019 Sunshine Reporting & Litigation Services 267.24
Requested by: FIRM G/L 1180 1180-000

JA2405



Discovery • Depositions • Trial

Dane W. Anderson, Esq.
Woodburn & Wedge
P.O. Box 2311
Reno, NV 89505

151 Country Estates Circle
Reno, NV 89511
Phone: 800-330-1112
litigationservices.com

20765-1
INVOICE

Invoice No.	Invoice Date	Job No.
1287297	1/30/2019	524001
Job Date	Case No.	
1/29/2019		
Case Name		
Department 10		
Payment Terms		
Net 30		

Trial, Day 2 - Case No. CV15-02259
Hourly

7.00 Hours	@	20.00	140.00
------------	---	-------	--------

TOTAL DUE >>> **\$140.00**

AFTER 3/1/2019 PAY **\$154.00**

****CIVIL APPEARANCE FEES ARE CHARGED PER STATE STATUTE.****

****APPEARANCE FEE SPLIT 50/50 BETWEEN FIRMS.****

Please note, disputes or refunds will not be honored or issued after 30 days

OIC
DWA

Tax ID: 20-3835523

Phone: 775-688-3000 Fax: 775-688-3088

JA2406

*

WOODBURN AND WEDGE

109171

INVOICE	DATE	DESCRIPTION	INV AMOUNT
1287297	2/5/2019	Appearance for Trial Day 2	140.00

Check# / Date 109171 2/5/2019 Sunshine Reporting & Litigation Services 140.00
Requested by: FIRM G/L 1180 1180-000

JA2407

Skarpelos, Athanasios 20765-1

1/2/2018

QuickView+ - Report

Account: WOODBURN & WEDGE, RENO NV (1000575771)
 Date Range: December 01, 2017 - December 31, 2017
 Report Format: Summary-Account by Client by User by Day
 Products: Westlaw, WestlawNext
 Content Families: All Content Families

Account by Client by User by Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Total Charge
----------------------------------	---------------	--------------	------------	--------------	-----------------	------------------------	--------------

Client 20765-1
 User Name LORETZ, COLTON (16373510)
 Day 12/12/2017
 Totals for Included
 Totals for Day 12/12/2017
 Totals for User Name LORETZ, COLTON (16373510)
 Totals for Client 20765-1

7	306.00 USD	320.73 USD	320.73 USD
7	306.00 USD	320.73 USD	320.73 USD
7	306.00 USD	320.73 USD	320.73 USD
7	306.00 USD	320.73 USD	320.73 USD

Expense Manager						
Query Name: Start Date: 12/1/2017 End Date: 12/31/2017						
All Records in Query						
Record	Date	Client Matter	Client Name	Code	Description	Amount
180858	12/29/2017	020765-000001	Athanasios Skarpelos	EXWEST	Westlaw Research	306.00

Skarpelos, Athanasios 20765-1

4/5/2018

QuickView+ - Report

Account: WOODBURN & WEDGE, RENO NV (1000575771)
Date Range: March 01, 2018 - March 31, 2018
Report Format: Summary-Account by Client by User by Day
Products: Westlaw, WestlawNext
Content Families: All Content Families

Account by Client by User by Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Total Charge
Client 20765-1							
User Name LORETZ,COLTON (16373510)							
Day 03/08/2018		49			1,758.00 USD	1,790.81 USD	1,790.81 USD
Totals for Included							
Totals for Day 03/08/2018		49			1,758.00 USD	1,790.81 USD	1,790.81 USD
Day 03/09/2018		7			384.00 USD	391.17 USD	391.17 USD
Totals for Included		7			384.00 USD	391.17 USD	391.17 USD
Totals for Day 03/09/2018		7			384.00 USD	391.17 USD	391.17 USD
Totals for User Name LORETZ,COLTON (16373510)		56			2,142.00 USD	2,181.97 USD	2,181.97 USD
Totals for Client 20765-1		56			2,142.00 USD	2,181.97 USD	2,181.97 USD

Expense Manager						
Query Name: Start Date: 3/1/2018 End Date: 3/31/2018						
Record	Date	Client Matter	Client Name	Code	Description	Amount
185447	3/31/2018	020765-000001	Athanasios Skarpelos	EXWEST	Westlaw Research	2,142.00

Skarpelos, Athanasios 20765-1

5/2/2018

QuickView+ - Report

Account: WOODBURN & WEDGE, RENO NV (1000575771)
 Date Range: April 01, 2018 - April 30, 2018
 Report Format: Summary-Account by Client by User by Day
 Products: Westlaw, WestlawNext
 Content Families: All Content Families

Account by Client by User by Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Total Charge
Client 20765-1							
User Name LORETZ,COLTON (16373510)							
Day 04/16/2018		15			550.00 USD	571.87 USD	571.87 USD
Totals for Included		15			550.00 USD	571.87 USD	571.87 USD
Totals for Day 04/16/2018		15			550.00 USD	571.87 USD	571.87 USD
Day 04/17/2018		17			653.00 USD	678.96 USD	678.96 USD
Totals for Included		17			653.00 USD	678.96 USD	678.96 USD
Totals for Day 04/17/2018		17			653.00 USD	678.96 USD	678.96 USD
Day 04/22/2018		18			822.00 USD	854.68 USD	854.68 USD
Totals for Included		18			822.00 USD	854.68 USD	854.68 USD
Totals for Day 04/22/2018		18			822.00 USD	854.68 USD	854.68 USD
Totals for User Name LORETZ,COLTON (16373510)		50			2,025.00 USD	2,105.51 USD	2,105.51 USD
Totals for Client 20765-1		60			2,025.00 USD	2,105.51 USD	2,105.51 USD

Expense Manager

Query Name: Start Date: 4/1/2018 End Date: 4/30/2018

Record	Date	Client/Matter	Client Name	Code	Description	Amount
186775	4/30/2018	020765-000001	Athanasios Skarpelos	EXWEST	Westlaw Research	2,025.00

ORION LAW MANAGEMENT Print 1

Skarpelos, Athanasios 20765-1

1/2/2019

QuickView+ - Report

Account: WOODBURN & WEDGE, RENO NV (1000576771)
 Date Range: December 01, 2018 - December 31, 2018 ✓
 Report Format: Summary-Account by Client by User by Day
 Products: Westlaw, Westlaw Retired
 Content Families: All Content Families

Account by Client by User by Day	Database Time	Transactions	Doss/Lines	Connect Time	Standard Charge	Special Pricing Charge	Total Charge
----------------------------------	---------------	--------------	------------	--------------	-----------------	------------------------	--------------

Client 20765-1 / SKARPELOS ADV WEISER
 User Name LORETZ, COLTON (16373510)

Day 12/26/2018		41			2,575.00 USD	2,036.41 USD	2,036.41 USD
Totals for Included		1			28.00 USD	0.00 USD	28.00 USD
Totals for Excluded		42			2,603.00 USD	2,036.41 USD	2,064.41 USD
Totals for Day 12/26/2018		42			2,603.00 USD	2,036.41 USD	2,064.41 USD
Totals for User Name LORETZ, COLTON (16373510)		42			2,603.00 USD	2,036.41 USD	2,064.41 USD
Totals for Client 20765-1 / SKARPELOS ADV WEISER		42			2,603.00 USD	2,036.41 USD	2,064.41 USD

Expense Manager						
						Query Name: Start Date: 12/1/2018 End Date: 12/31/2018
Record	Date	Client Matter	Client Name	Code	Description	Amount
198626	12/31/2018	020765-000001	Athanasios Skarpelos	EXWEST	Westlaw Research	2,036.41

Account: WOODBURN & WEDGE, RENO NV (1000575771)
 Date Range: February 01, 2019 - February 28, 2019
 Report Format: Summary Account by Client by User by Day
 Products: Westlaw, Westlaw Retired
 Content Families: All Content Families

Account by Client by User by Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Total Charge
----------------------------------	---------------	--------------	------------	--------------	-----------------	------------------------	--------------

Client SJA - SKARPELOS TRIAL

User Name ADAMS, SETH J (13118959)							
Day 02/01/2019		15			1,151.00 USD	456.27 USD	456.27 USD
Totals for Included		15			1,151.00 USD	456.27 USD	456.27 USD
Totals for Day 02/01/2019							
Day 02/09/2019		54			1,751.00 USD	694.11 USD	694.11 USD
Totals for Included		54			1,751.00 USD	694.11 USD	694.11 USD
Totals for Day 02/09/2019							
Totals for User Name ADAMS, SETH J (13118959)		69			2,902.00 USD	1,150.38 USD	1,150.38 USD
Totals for Client SJA - SKARPELOS TRIAL		69			2,902.00 USD	1,150.38 USD	1,150.38 USD

Client SKARPELOS							
User Name ANDERSON, DANE (367598)							
Day 02/07/2019		9			433.00 USD	171.65 USD	171.65 USD
Totals for Included		9			433.00 USD	171.65 USD	171.65 USD
Totals for Day 02/07/2019							
Day 02/12/2019		8			339.00 USD	134.38 USD	134.38 USD
Totals for Included		8			339.00 USD	134.38 USD	134.38 USD
Totals for Day 02/12/2019							
Day 02/13/2019		1			94.00 USD	37.26 USD	37.26 USD
Totals for Included		1			94.00 USD	37.26 USD	37.26 USD
Totals for Day 02/13/2019							
Totals for User Name ANDERSON, DANE (367598)		18			866.00 USD	343.29 USD	343.29 USD
Totals for Client SKARPELOS		18			866.00 USD	343.29 USD	343.29 USD

Expense Manager

Query Name: Start Date: 2/1/2019 End Date: 2/28/2019

Selected Records Only

Record	Date	Client Matter	Client Name	Code	Description	Amount
201673	2/28/2019	020765-000001	Skapelos	EXWEST	Westlaw Research	1,150.38
201674	2/28/2019	020765-000001	Skapelos	EXWEST	Westlaw Research	343.29

Skarpelos SJA
Firm
Visa
Receipt

DATA, SJA
Skarpelos

Brasserie Saint James
901 S. Center St.

Server: Martha DOB: 01/25/2019
04:30 PM 01/25/2019
Table 55/1 3/30022

SALE

VISA 5242886
Card #XXXXXXXXXX5720
Magnetic card present: Yes
Card Entry Method: S

Approval: 025484

Amount: \$ 53.14

+ Tip: 10.00

= Total: 63.14

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

Customer Copy

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 719076
01/28/2019 12:16 PM
2605115 Drawer: 2 Reg: 1

Fruit&Chs Protein 5.25
Turkey Bistro Box 7.95
Vt Cold Brew 3.95
Visa 18.57
XXXXXXXXXXXX5720

Subtotal \$17.15
Tax 8.265% Food & Beverag \$1.42
Total \$18.57
Change Due \$0.00

----- Check Closed -----
01/28/2019 12:16 PM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

JA2413



Welcome

Order# 26482
Eat In Order
Server: Mathew B
Table: Table 7
Date: 1/29/19, 12:16 PM

Hummus Plate	\$7.95
L Pepperoni	\$22.45
Mushrooms	+\$2.50
Garlic Knots	\$6.95
The Caesar	\$7.95
Creamy Caesar	+\$0.00
S The Everything	\$12.95
<hr/>	
Subtotal:	\$60.75
Total Tax:	\$5.02
<hr/>	
Total:	\$65.77

Order Balance due:

\$65.77

Thank You

14.00

79.77

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 725973
01/29/2019 07:53 AM
2463082 Drawer: 1 Reg: 1

T1 Dcf Pike Place	2.15
Visa	2.33
XXXXXXXXXXXX5720	
<hr/>	
Subtotal	\$2.15
Tax 8.265% Food & Beverag	\$0.18
Total	\$2.33
Change Due	\$0.00

----- Check Closed -----
01/29/2019 07:53 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

JA2414

----- DUPLICATE RECEIPT -----

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 664424
01/30/2019 07:48 AM
2393669 Drawer: 1 Reg: 1

Gr Dcf Pike Place 2.45
Decaf
Butter Croissant 2.65
Visa 5.52
XXXXXXXXXXXX5720

Subtotal \$5.10
Tax 8.265% Food & Beverag \$0.42
Total \$5.52
Change Due \$0.00

----- Check Closed -----
01/30/2019 07:48 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply



Welcome

Order# 26663
Eat In Order
Server: Billy B
Table: Table 7
Date: 1/30/19, 12:04 PM

Hummus Plate \$7.95
L Pepperoni \$22.45
*Fuze Unsweetened Ice Tea \$2.50
*Diet Coke \$2.50

Subtotal: \$35.40
Total Tax: \$2.51

Total: \$37.91

Order Balance due: \$37.91
11.00
48.91

*Price Includes Taxes
Total taxes collected: \$2.89
Thank You

JA2415

----- DUPLICATE RECEIPT -----

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 661004
01/31/2019 06:51 AM
1855458 Drawer: 1 Reg: 1

Blueberry Oatmeal	3.75
Warmmed.	
Vt Americano	3.25
Visa	7.58
XXXXXXXXXXXX5720	

Subtotal	\$7.00
Tax 8.265% Food & Beverag	\$0.58
Total	\$7.58

Change Due \$0.00

----- Check Closed -----
01/31/2019 06:51 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

----- DUPLICATE RECEIPT -----

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 660813
01/31/2019 07:26 AM
2422073 Drawer: 1 Reg: 1

Butter Croissant	2.65
Gr Dcf Pike Place	2.45
Visa	5.52
XXXXXXXXXXXX5720	

Subtotal	\$5.10
Tax 8.265% Food & Beverag	\$0.42
Total	\$5.52

Change Due \$0.00

----- Check Closed -----
01/31/2019 07:26 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

----- DUPLICATE RECEIPT -----

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 660802
01/31/2019 07:27 AM
2422073 Drawer: 1 Reg: 1

Gr Mocha	4.45
No Whip	
Visa	4.82
XXXXXXXXXXXX5720	
Subtotal	\$4.45
Tax 8.265% Food & Beverag	\$0.37
Total	\$4.82
Change Due	\$0.00

----- Check Closed -----
01/31/2019 07:27 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

JA2417

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 708017
02/01/2019 07:59 AM
2507347 Drawer: 1 Reg: 1

Butter Croissant	2.65
Gr Blonde Roast	2.45
Visa	5.52
XXXXXXXXXXXX5720	

Subtotal	\$5.10
Tax 8.265% Food & Beverag	\$0.42
Total	\$5.52
Change Due	\$0.00

----- Check Closed -----
02/01/2019 07:59 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

STARBUCKS Store #8766
330 S. Virginia St
Reno, NV (775) 324-7200

CHK 707782
02/01/2019 07:29 AM
1855458 Drawer: 1 Reg: 1

Super Fruit Greens	4.95
Vt Pike Place	2.65
Visa	7.82
XXXXXXXXXXXX5720	

Subtotal	\$7.60
Tax 8.265% Food & Beverag	\$0.22
Total	\$7.82
Change Due	\$0.00

----- Check Closed -----
02/01/2019 07:29 AM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

JA2418

Skarpelos
Firm cc 211054
Dwa
Depos Greece
(For Conference
Room)



HILTON ATHENS

VAS.SOFIAS 46

11528, ATHINA

TEL. 210-7281000

MID:0020187964-TID:73310105-SN:23822097

04/10/2018 12:17

ΑΡ.ΕΥΝΑΛΛΑΓΗΣ/TRANSACTION:

001

ALPHA BANK

ACCOMODATION-ΔΙΑΜΟΝΗ

VISA

6400

ΠΟΣΟ/AMOUNT: 1054,00 EUR

ΑΡ.ΔΙΑΜΟΤΙΟΥ/ROOM NUMBER: 9093

ΗΜ.ΑΦΙΞΗΣ/ARRIVAL DATE: 23/10/2018

ΗΜ.ΑΝΑΚΟΡΗΣΗΣ/DEPARTURE DATE: 24/10/2018

ΑΠΟΔΕΧΟΜΑΙ ΤΗ ΕΥΝΑΛΛΑΓΗ

I ACCEPT THE TRANSACTION.

ΥΠΟΓΡΑΦΗ - SIGNATURE

TRANSACTION IS VALID

IF RECEIPT OF MANUAL

DEVICE IS ATTACHED

APPROVAL CODE: 004486

RAN: 353001

VERSION: 16PE301613

BATCH ID: 553

T001

ΕΥΧΑΡΙΣΤΟΥΜΕ-THANK YOU

MERCHANT COPY



HILTON ATHENS

VAS.SOFIAS 46

11528, ATHINA

TEL. 210-7281000

TID: 73310105

04/10/2018 12:17

ΑΡ.ΕΥΝΑΛΛΑΓΗΣ/TRANSACTION NUMBER: 001

ALPHA BANK

ACCOMODATION-ΔΙΑΜΟΝΗ

VISA

6400

ΠΟΣΟ/AMOUNT: 1054,00 EUR

ΑΡ.ΔΙΑΜΟΤΙΟΥ/ROOM NUMBER: 9093

ΗΜ.ΑΦΙΞΗΣ/ARRIVAL DATE: 23/10/2018

ΗΜ.ΑΝΑΚΟΡΗΣΗΣ/DEPARTURE DATE: 24/10/2018

NO REFUND / CANCELATION

353/T001/16PE301613/004486

ΕΥΧΑΡΙΣΤΟΥΜΕ-THANK YOU

CLIENT COPY

JA2419



ΙΟΝΙΚΗ ΞΕΝΟΔΟΧΕΙΑ ΕΠΙΧΕΙΡΗΣΕΙΣ Α.Ε.
Υποκ/μα ΧΙΛΤΟΝ ΑΘΗΝΩΝ: Βασ. Σοφίας 46, 115 28 Αθήνα
Τηλ.: 210-7281000, Fax: 210-7281111
Κεντρικό: Ζεφύρου 60, 175 64 Παλιό Φάληρο, Ελλάς
Α.Φ.Μ.: 094006888 - Δ.Ο.Υ.: Φ.Α.Ε. ΠΕΙΡΑΙΑ
Α.Μ.Α.Ε.: 459/06/Β/86/07
ΑΡ.Γ.Ε.ΜΗ.: 241601000

IONIAN HOTELS ENTERPRISES S.A.
Branch HILTON ATHENS: 46, Vas. Sofias Ave., 115 28 Athens, Hellas
Tel.: (+30) 210-7281000, Fax: (+30) 210-7281111
Head Office: 60, Zefirou St. 175 64 Palio Faliro, Athens, Hellas
VAT EL 094006888 - TAX OFF.: F.A.E. PIREA
Com Reg. No: 459/06/Β/86/07
Gen. Com.Reg. Nr.: 241601000

Ειδ. Στοιχείο-Απόδειξη Είσπραξης Φόρου Διαμονής/INVOICE ACCOMODATION TAX

Woodburn and Wedge □
6100 Neil Road, Suite 500 □
88-0104505 □
Reno, NV 89511

Profession / Επάγγελμα :
VAT / ΑΦΜ :
Tax Office / Δ.Ο.Υ. :

Rate: 0

Ημερ. Έκδοσης : 31/10/2018
Conf. No/Αρ. Κράτησης : 11950766
Άτομα/No of Person(s) : 0
Room No./Αρ. Δωματίου : 9098
Arrival/Αφίξη : 23.10.18
Departure/Αναχώρηση : 31.10.18 - 00:00
Page No./Σελίδα : 1 of 1
Invoice No./Αριθμός : 25223
Cashier / Ταμίας : 58 / Manolis Kamilaris
Travel Agent :

Date Ημερομ.	Description Περιγραφή	Charges Χρεώσεις	Credits Πιστώσεις
23.10.18	Accommodation Tax	Routed From Woodburn & Wedge Meeting rooms Of R	4.00
23.10.18	Accommodation Tax	Routed From Woodburn & Wedge Meeting rooms Of R	4.00
Total/Σύνολο		8.00	0.00
Balance/Υπόλοιπο			8.00 EUR
Tot. Incl. VAT/Μεικτό Σύνολο			8.00 EUR
Tot. Net. Αμνη/Καθαρή Αξία			0.00 EUR
		Net Amount Καθαρή Αξία	Municipality Δημοτ. Φόρος
VAT/ΦΠΑ 0%		0.00	
VAT/ΦΠΑ 6%		0.00	0.00
VAT/ΦΠΑ 13%		0.00	0.00
VAT/ΦΠΑ 24%		0.00	0.00
ΧΑΡΤΟΣΗΜΟ		0.00	0.00
ACCOM TAX/ΦΟΡΟΣ ΔΙΑΜΟΝΗΣ			8

* ΧΡΕΩΣΗ ΓΙΑ ΛΟΓΑΡΙΑΣΜΟ ΤΡΙΤΩΝ (ΕΠΙΣΥΝΑΠΤΟΜΕΝΑ).
** ΓΙΑ ΤΑ ΠΟΣΑ ΑΥΤΑ ΕΧΟΥΝ ΕΚΔΟΘΕΙ ΘΕΩΡΗΜΕΝΑ ΣΤΟΙΧΕΙΑ ΣΤΑ ΑΝΤΙΣΤΟΙΧΑ ΤΜΗΜΑΤΑ ΤΑ ΟΠΟΙΑ
ΚΑΙ ΑΝΤΙΚΑΘΙΣΤΑΝΤΑΙ ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ.
I AGREE MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE
IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY ANY PART OR
THE FULL AMOUNT OF THESE CHARGES.
ΣΥΜΦΩΝΩ ΟΤΙ Η ΥΠΟΧΡΕΩΣΗ ΜΟΥ ΓΙΑ ΑΥΤΟ ΤΟ ΛΟΓΑΡΙΑΣΜΟ ΥΦΙΣΤΑΤΑΙ ΚΑΙ ΔΕΧΟΜΑΙ ΝΑ ΚΑΤΑΣΤΩ
ΠΡΟΣΩΠΙΚΑ ΥΠΕΥΘΥΝΟΣ ΣΤΗΝ ΠΕΡΙΠΤΩΣΗ ΠΟΥ ΤΟ ΥΠΟΔΕΙΚΝΥΟΜΕΝΟ ΠΡΟΣΩΠΟ, ΕΤΑΙΡΙΑ Ή ΕΝΩΣΗ
ΠΡΟΣΩΠΩΝ ΔΕΝ ΠΛΗΡΩΣΕΙ ΜΕΡΟΣ ΤΗ ΟΛΟΚΛΗΡΗ ΤΟ ΠΟΣΟ ΑΥΤΩΝ ΤΩΝ ΧΡΕΩΣΕΩΝ.

ΥΠΟΓΡΑΦΗ ΠΕΛΑΤΗ
GUEST'S SIGNATURE

HILTON ATHENS

46, Vassilissis Sofias Ave. | 115 28 Athens | Greece



T: +30 210 728 1000 | F: +30 210 728 1111 | E: sales.athens@hilton.com | www.athens.hilton.com

Bank Details: ALPHA BANK, Syntagma Branch | IBAN: GR27 0140 1280 1280 0200 2002 991 | Swift Code: CRBA-GRAAXXX

JA2420



ΙΟΝΙΚΗ ΞΕΝΟΔΟΧΕΙΑ ΕΠΙΧΕΙΡΗΣΕΙΣ Α.Ε.
Υποκ/μα ΧΙΛΤΟΝ ΑΘΗΝΩΝ, δασ. Σοφίας 46, 115 28 Αθήνα
Τηλ.: 210-7281000, Fax: 210-7281111
Κεντρικό: Ζεφύρου 60, 175 64 Παλιό Φάληρο, Ελλάς
Α.Φ.Μ.: 094006888 - Δ.Ο.Υ.: Φ.Α.Ε. ΠΕΙΡΑΙΑ
Α.Μ.Α.Ε.: 459/06/Β/86/07
ΑΡ.Γ.Ε.ΜΗ.: 241601000

IONIAN HOT ENTERPRISES S.A.
Branch HILTON ATHENS: 46, Vas. Sofias Ave., 115 28 Athens, Hellas
Tel.: (+30) 210-7281000, Fax: (+30) 210-7281111
Head Office: 60, Zefirou St. 175 64 Palio Faliro, Athens, Hellas
VAT EL 094006888 - TAX OFF.: F.A.E. PIREA
Com Reg. No.: 459/06/Β/86/07
Gen. Com.Reg. Nr.: 241601000



ΤΙΜΟΛΟΓΙΟ / INVOICE

Woodburn and Wedge □
6100 Neil Road, Suite 500□
88-0104505 □
Reno, NV 89511

Profession / Επάγγελμα :
VAT / ΑΦΜ :
Tax Office / Δ.Ο.Υ. :

Rate: 0

Ημερ. Έκδοσης : 31/10/2018
Conf. No./Αρ. Κράτησης : 11950766
Άτομα/No of Person(s) : 0
Room No./Αρ. Δωματίου : 9098
Arrival/Άφιξη : 23.10.18
Departure/Αναχώρηση : 31.10.18 - 00:00
Page No./Σελίδα : 1 of 1
Invoice No./Αριθμός : 204373
Cashier / Ταμίας : 58 / Manolis Kamila
Travel Agent :

Date Ημερομ.	Description Περιγραφή	Charges Χρεώσεις	Credits Πιστώσεις
23.10.18	Deposit Transferred at Check In		1,054.00
23.10.18	Arrangement / Συμφωνία Routed From Woodburn & Wedge Meeting rooms Of R	220.14	
23.10.18	**Munic. Tax 0.5% for 13% Routed From Woodburn & Wedge Meeting rooms Of R	1.10	
23.10.18	Taxes Routed From Woodburn & Wedge Meeting rooms Of R	28.76	
23.10.18	Arrangement / Συμφωνία Routed From Woodburn & Wedge Meeting rooms Of R	220.14	
23.10.18	**Munic. Tax 0.5% for 13% Routed From Woodburn & Wedge Meeting rooms Of R	1.10	
23.10.18	Taxes Routed From Woodburn & Wedge Meeting rooms Of R	28.76	
24.10.18	**C & E Room Rental Room# 9099 : CHECK# 1062314	450.00	
Total/Σύνολο		950.00	1,054.00

Balance/Υπόλοιπο -104.00 EUR
Tot. Incl. VAT/Μεικτό Σύνολο 950.00 EUR
Tot. Net. Αμνη/Καθαρή Αξία 803.18 EUR

	Net Amount Καθαρή Αξία	Municipality Δημοτ. Φόρος	Vat Amount ΦΠΑ	Gross Amount Μεικτό Σύνολο
VAT/ΦΠΑ 0%	0.00			
VAT/ΦΠΑ 6%	0.00	0.00	0.00	0.00
VAT/ΦΠΑ 13%	440.28	2.20	57.52	500.00
VAT/ΦΠΑ 24%	362.90	0.00	87.10	450.00
ΧΑΡΤΟΣΗΜΟ	0.00		0.00	0.00

ACCOM TAX/ΦΟΡΟΣ ΔΙΑΜΟΝΗΣ 0

* ΧΡΕΩΣΗ ΓΙΑ ΛΟΓΑΡΙΑΣΜΟ ΤΡΙΤΩΝ (ΕΠΙΣΥΝΑΠΤΟΜΕΝΑ).
** ΠΑ ΤΑ ΠΟΣΑ ΑΥΤΑ ΕΧΟΥΝ ΕΚΔΟΘΕΙ ΘΕΩΡΗΜΕΝΑ ΣΤΟΙΧΕΙΑ ΣΤΑ ΑΝΤΙΣΤΟΙΧΑ ΤΜΗΜΑΤΑ ΤΑ ΟΠΟΙΑ
ΚΑΙ ΑΝΤΙΚΑΘΙΣΤΑΝΤΑΙ ΜΕ ΤΗΝ ΠΑΡΟΥΣΑ.
I AGREE MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE
IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY ANY PART OR
THE FULL AMOUNT OF THESE CHARGES.
ΣΥΜΦΩΝΩ ΟΤΙ Η ΥΠΟΧΡΕΩΣΗ ΜΟΥ ΓΙΑ ΑΥΤΟ ΤΟ ΛΟΓΑΡΙΑΣΜΟ ΥΦΙΣΤΑΤΑΙ ΚΑΙ ΔΕΧΟΜΑΙ ΝΑ ΚΑΤΑΣΤΩ
ΠΡΟΣΩΠΙΚΑ ΥΠΕΥΘΥΝΟΣ ΣΤΗΝ ΠΕΡΙΠΤΩΣΗ ΠΟΥ ΤΟ ΥΠΟΔΕΙΚΝΥΟΜΕΝΟ ΠΡΟΣΩΠΟ, ΕΤΑΙΡΙΑ Ή ΕΝΩΣΗ
ΠΡΟΣΩΠΩΝ ΔΕΝ ΠΛΗΡΩΣΕΙ ΜΕΡΟΣ Ή ΟΛΟΚΛΗΡΩ ΤΟ ΠΟΣΟ ΑΥΤΩΝ ΤΩΝ ΧΡΕΩΣΕΩΝ.

ΥΠΟΓΡΑΦΗ ΠΕΛΑΤΗ
GUEST'S SIGNATURE

HILTON ATHENS

46, Vassilissis Sofias Ave. | 115 28 Athens | Greece



T: +30 210 728 1000 | F: +30 210 728 1111 | E: sales.athens@hilton.com | www.athens.hilton.com

Bank Details: ALPHA BANK, Syntagma Branch | IBAN GR27-0140-1280-1280-0200-2002-991 | Swift Code: CRBA-GRAAXXX

JA2421

1/2



threetwins
ice cream crepes waffles

Three Twins
SFO Terminal 1 Area C
San Francisco, Ca. 94128

YOUR NUMBER IS
42

1070 Luzvimin

Chk 8142 Oct20'18 04:48A Gst 4

TO GO

1 3 SAV CREPE SPINACH	9.95
MUSHROOMS SWISS CHEESE	
1 3 SAV CREPE SPINACH	9.95
MUSHROOMS SWISS CHEESE	
2 LG DASANI	7.98
CASH	100.00
FOOD	27.88
TAX	1.89
TENDER	29.77
Change Due	70.23

Thank You.

~~Firm~~

~~cc - Remburse~~

~~Dwa 1/2 =~~

~~\$ 102.25~~

~~Bill \$ 102.25
to client~~

Cash

Remburse Dwa - 1174 -

1/2 = \$14.88

Bill Client \$14.89 20765-1

(paid cash)

JA2422

1/2

SF Giants

Domestic Terminal 3
At Gate 83
San Francisco, CA 94128
Phone (650) 821-1195

10/27/2018 2:35:16 PM
Order Id: ACZ6UHAESBW
Table 54
Employee: Ken

1 THE CLASSIC	\$10.95
French Fries	\$0.00
1 LOU SEAL'S FAVORITE TACOS	\$18.50
1 LOS GIGANTES LAGER SM	\$7.50
EE Employee Benefit	\$0.74
Sub Total	\$37.69
Sales Tax	\$3.30
Order Total	\$40.99
Balance Due	\$40.99

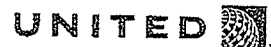
Have A Great Flight
HOW DID WE DO?
Go To www.tastesonthefly.com
For A Complimentary Item!

20.49 - Reimburse DWG - 1174 -

20.50 - Btu to client - 20705-1

(paid)
(cash)

Dwa's CC (Personal)



Baggage Receipt

Issue Date: 27 OCT 2018 SFO AT0

Baggage Document	Description	Qty	Fees
0162601607540	First Bag Fee	2	\$60.00

Ticket Number
0162421717286

Confirmation:
GMNL4V

Total Baggage Fees: USD \$60.00

Excess Baggage Terms and Conditions:

- All excess baggage is subject to space availability.
- Receipt for payment must be presented at bag check.
- For refunds or adjustments, see a United representative.

STAR ALLIANCE MEMBER

Method of Payment
Visa) XXXXXXXXXX0770

Cardholder Name
DANE ANDERSON

Carrier Routing
UA SFO - RNO

AGENT REFERENCE: GG ESC RAG

\$30.00 = Reimburse pull

1/2

\$30 = Bill to client 201805-10

JA2424

Dianne Kelling

From: Dianne Kelling
Sent: Tuesday, October 30, 2018 1:32 PM
To: Dane Anderson
Subject: RE: Update: Athens Trip

Thank you.

From: Dane Anderson
Sent: Tuesday, October 30, 2018 1:30 PM
To: Dianne Kelling <DKelling@woodburnandwedge.com>
Subject: FW: Update: Athens Trip

Dianne,

Please see the breakdown below. [REDACTED]

So, the total reimbursement request for the below items is \$5,612.40.

From: jessica@andersonkeuscher.com [mailto:jessica@andersonkeuscher.com]
Sent: Tuesday, October 30, 2018 9:09 AM
To: Dane Anderson <DAnderson@woodburnandwedge.com>
Subject: FWD: Update: Athens Trip

Below email shows the break down of the trip sent at the time by the travel agent.

1/2 Airport Transfers: \$71.40 - 35.70
1/2 Travel Protection: \$554.00 - 277.00
✓ Flights: \$1043 (this is for 1/2)
✓ Hotel: \$3944 (assuming you want to charge client for all 6 nights)

Jessica H. Anderson

ANDERSON KEUSCHER, PLLC

905 Plumas Street

Reno, Nevada 89509

(PH) 775.823.0049

(FX) 775.201.0049

Notice: The information in this transmittal is confidential and may be privileged. If you are not the intended recipient, or the agent responsible to deliver it to the intended recipient, you must not read, use or disseminate the information. Although this email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Anderson Keuscher, PLLC. for any loss or damage arising in any way from it's use. If you have received this communication in error, please immediately notify the sender at 775.823.0049 or by electronic mail (jessica@andersonkeuscher.com). Thank you.

----- Original Message -----

Subject: Update: Athens Trip

From: "Johanna van Oeveren" <johanna@holidayplanit.com>

Date: 9/17/18 9:15 am

To: jessica@andersonkeuscher.com

Delta Vacations Confirmation Itinerary

Good morning Jessica,

Hope you had a great weekend! As soon as I heard from you on Friday that you wanted to move forward with this trip, I checked pricing, which was rising, so I called my contact at Delta Vacations and begged them to put this on hold for you over the weekend. The hotel rooms are selling out. I checked again on Sat and again this morning, and the prices have gone up even higher, but fortunately, we have this pricing locked-in from Friday.

Their most affordable room type with a King bed was the King Olive Suite, so that is included below. The price is now about \$6,500... I found a promo code to bring that down as much as I could.

This pricing is on hold through today only. I'm available until 1pm PST if you'd like to confirm with payment. Feel free to call me at 702-767-4395. I look forward to hearing from you,

Johanna van Oeveren



4894 Sparks Blvd.

Sparks, NV 89436

Office: (775) 440-1130

Mobile: (702) 767-4395

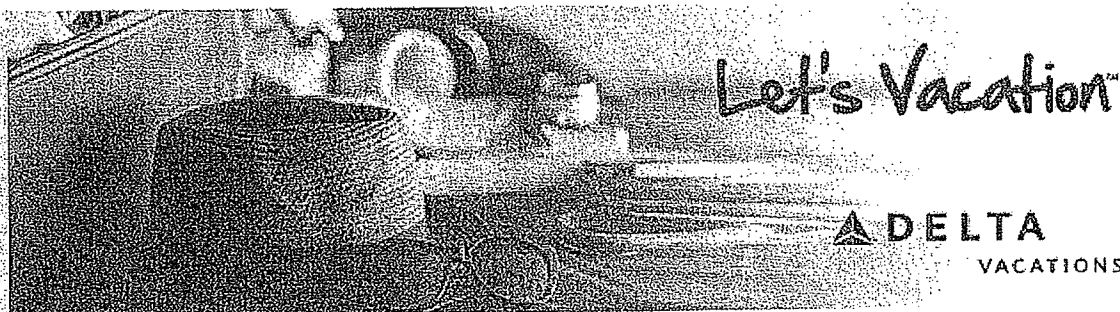
Follow our adventures on Facebook [here](#)

From: DeltaVacations@deltavacations.com <DeltaVacations@deltavacations.com>

Sent: Friday, September 14, 2018 4:31 PM

To: JOHANNA@HOLIDAYPLANIT.COM

Subject: Your Delta Vacations Reservation for, Dane William Anderson, booking #15494211, is on hold



Thank you for choosing Delta Vacations.

Your reservation has been placed on hold and will expire if payment is not received by the due date September 17, 2018, 9:00 p.m. CT. Please complete your reservation or call 1-800-727-1111 to speak with one of our Vacation Specialists.

Booking Number: 15494211

Create Date: 09/14/2018

Travelers	Airline	Program Name	Frequent Flyer #
#1 Mr Dane William Anderson			
#2 Mrs Jessica ShannonHanson Anderson			

Air			Flight Confirmation #: 3G4XW7	
-----	--	--	-------------------------------	--

Date	Flight #	Origin/Destination	Departure/Arrival Time	Traveler #
Sat 20-Oct-18	DL1859	San Francisco, CA (SFO) to New York-JFK, NY (JFK)	departs 6:15 a.m. arrives 2:53 p.m.	all travelers
Sat 20-Oct-18	DL0413	New York-JFK, NY (JFK) to Athens, Greece (ATH)	departs 5:10 p.m. arrives 9:55 a.m. +1 day	all travelers
Sat 27-Oct-18	KL1572	Athens, Greece (ATH) to Amsterdam, Netherlands (AMS)	departs 6:00 a.m. arrives 8:30 a.m.	all travelers
Sat 27-Oct-18	KL0605	Amsterdam, Netherlands (AMS) to San Francisco, CA (SFO)	departs 9:50 a.m. arrives 11:45 a.m.	all travelers

This ticket is changeable up to departure / refundable up to 10 days prior to departure. Fees may apply.

Hotel		Hotel Confirmation #: 3486852869	
-------	--	----------------------------------	--

Hotel Name	Check In	Check Out	Traveler #
Athens, Greece (ATH) - Hilton Athens, King Olive Suite, Balcony, Living Room, Lounge Access	Sun 21-Oct-18	Sat 27-Oct-18	all travelers

Hotel inclusions: Tourist Tax Not Included

Transfers			
-----------	--	--	--

21-Oct-18	Shared Transfers Round trip- airport to hotel, hotel to airport	ALL	\$71.40
-----------	--	-----	---------

Optional: upgrade to private transfers roundtrip,
\$104.40 additional

Insurance			
-----------	--	--	--

Date	Item	Travelers	Price in USD
20-Oct-18	Travel Protection PLUS-F409N - Included	ALL	\$554.00

Optional Travel Protection may be removed at traveler's
request see Tripmate.com for information

Booking Summary	Amount in USD
-----------------	---------------

Package Price	\$2,087.32
Estimated flights	\$3,944.01
Estimated hotel	\$71.40
Transfers	\$554.00
Travel Protection	\$50.00
Doc Fee	-\$175.00
Promo Code: EUROPE18	\$6,531.73
Grand total package price	

Transportation of Hazardous Materials

(1) Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative or visit delta.com Restricted Items section.

This is a post-only email. Please do not respond to this message.

This email was sent by Delta Vacations, LLC, 700 South Central Avenue, Atlanta, GA 30354.

Issue Date: 27 OCT 2018 SFO ATO

A STAR ALLIANCE MEMBER

0162601607765

Overweight Fees(51 - 70 lbs.)

3

\$100.00

Visa.XXXXXXXXXXX6400

0162421717286

GMNL4V

DANE - ANDERSON

JA

SFO - RNO

Excess Baggage Terms and Conditions:

- All excess baggage is subject to space availability.
- Receipt for payment must be presented at bag check.
- For refunds or adjustments, see a United representative.

AGENT REFERENCE: GG ESC BAG

JA2430

1/2
i use cardlink
A Quest Group Company

GB ROOF GARDEN

VAS. GEORGIY A-1

10564, ATHINA I

TEL. 210-3330853

TID: 73304523

25/10/2018 00:15

ΑΡ.ΣΥΜΒΛΛΑΓΗΣ/TRANSACTION NUMBER: 017

ALPHA BANK

MEAL-REYMA

VISA CREDIT

$136 \cdot 7 + 11 = 640$

ANDERSON/DARE W

ΠΟΣΟ/AMOUNT: 170,50 EUR
ΦΙΑ./TIP: 34,00 EUR

ΣΥΝΟΛΟ/TOTAL: 204,50 EUR

NO REVIEW / CANCELATIC

882/cw1/16PE301613/024059

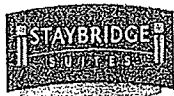
4000000031010/F829E7CB1091AC43

ΕΥΧΑΡΙΣΤΟΥΜΕ-THANK YOU

Reservation Confirmation

Thank you for booking with Staybridge Suites

View with Images



AN IHG® HOTEL

Reservation Confirmed.

Reservations | Locations | Customer Care | IHG® Rewards Club



Staybridge Suites San Francisco Airport

1350 Huntingon Avenue
San Bruno, CA 94066

Hotel Front Desk: 1-650-5880770

Guest Name: Jessica Anderson

Check In: Check Out: Suites: Adults:

10/19/18 – 10/20/18 1 2

03:00 PM 11:00 AM

- MODIFY RESERVATION
- CUSTOMER CARE
- DOWNLOAD THE IHG® APP
- GROUND TRANSPORTATION
- CANCEL RESERVATION

Your confirmation number is **42601476**. Select your preferences before your stay.

One Bedroom Suite Queen Nonsmoking

Rate Type: YOUR RATE by IHG® Rewards Club BONUS POINTS:
1,000 Bonus Points for Every Night
Number of Suites 1

Room Rate Per Night:

Fri 19 Oct 2018 - Sat 20 Oct 2018 \$222.30 (USD)

Total Taxes: \$27.18 (USD)

Estimated Total Price: \$249.48 (USD)*

MODIFY RESERVATION

Cancellation Policy: Canceling your reservation before 6:00 PM (local hotel time) on Wednesday, 17 October, 2018 will result in no charge. Canceling your reservation after 6:00 PM (local hotel time) on 17 October, 2018, or failing to show, will result in a charge of 1 night per room to your credit card. Taxes may apply. Failing to call or show before

IHG® Rewards Club

Name: Jessica Anderson

Member #: 535524673

Gold Elite

Discover your new benefits

Estimated Earnings:

2222 IHG REWARDS CLUB
POINTS

Things to do

check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.

Rate Description: Exclusive to IHG® Rewards Club members. Earn Faster with this package offer - Earn 1,000 bonus IHG Rewards Club points for each night when you book the 1,000 Bonus Point Package. Membership in IHG Rewards Club is free! Points can be redeemed at any time for a variety of rewards, including free hotel stays starting at just 10,000 points, airline miles, name-brand merchandise and more. Book now to take advantage of this special offer!

Hotel Information:

Pet Policy: Pet policy standard 15 dollars fee for the first night and a 10 dollars fee for every additional night with a cap of one hundred fifty dollars. No pets over 80lbs accepted.

* Additional taxes and charges may apply. Other hotel-specific service charges may also apply.

Make the most of your stay, check out local information and nearby attractions.

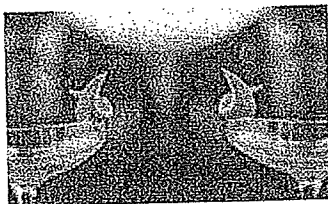
[See What's Local](#)

Places to Dine

Explore San Bruno dining and restaurants in the nearby area.

[See What's on the menu](#)

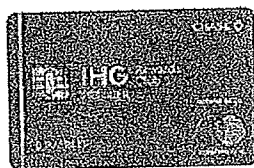
Thank you for booking with Staybridge Suites. We look forward to your stay.



Get Double Points plus more

Register now to earn Double Points, plus additional opportunities to earn even more, from now until December 16.

[LEARN MORE](#)



Earn 80,000 points & more

Plus, enjoy an Anniversary Free Night and the perks of Platinum Elite Status with the IHG® Rewards Club Premier Credit Card.

[LEARN MORE](#)



Introducing Your Rate

Our best rate is waiting for you. Members save more when booking with us.

[LEARN MORE](#)

IHG®


INTERCONTINENTAL
HOTELS & RESORTS

KIMPTON®
HOTELS & RESTAURANCES



HUALUXE
HOTELS & RESORTS


Holiday Inn




avid



hotel
INDIGO


EVEN
HOTELS


CROWNE PLAZA®
HOTELS & RESORTS




STAYBRIDGE
SUITES


CANDLEWOOD
SUITES

IHG® Rewards
Club

Reservations | IHG® Rewards Club | Explore Hotels | Manage Your Stay | Meetings | Customer Care

Download the IHG® App today:



This email was sent to JESSICA@ANDERSONKEUSCHER.COM

You have received this email as a result of your recent transaction with Staybridge Suites San Francisco Airport.

This email is for posting only. Please do not reply.

Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.

As exchange rates may fluctuate from the time a reservation is made until the time of arrival, the confirmed rate is guaranteed in the hotel's base currency. Your privacy is extremely important to us. Read our [Privacy Statement](#).

© 2018 InterContinental Hotels Group, Three Ravinia Drive, Suite 100, Atlanta, Georgia, 30346-2149 USA

All rights reserved. Most hotels are independently owned and/or operated.

1/2 Reimburs
DWA



HOLIDAY PLANIT
4894 Sparks Blvd
Sparks, NV 89436
Office: 775.440.1130

Invoice No. : 1605
Invoice Date : 9/17/2018

Group No. :
Page No. : 1

Mr. Dane William Anderson 29 JAN 1973
Mrs. Jessica S H Anderson 30 SEP 1976
2275 Hedgewood Dr.
Reno, NV 89509
USA

Travel Consultant : Johanna
Travel Consultant Direct: +1 (702) 767-4395

Tour Reservation

Vendor	: Delta Vacations	Confirmation No.	: 15494211
Booking Status	: Confirmed	Duration	: 7
No. of Travelers	: 2	End Date	: 10/27/2018
Start Date	: 10/20/2018		
Travelers	: Anderson/Dane William; Anderson/Jessica Shannon Hanson		

Traveling names must be an exact match with ID presented at the airport or a new ticket may have to be issued at prevailing rates.

Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft. If you do not understand these restrictions, contact your airline or go to http://www.faa.gov/about/initiatives/hazmat_safety

Change fees and/or baggage fees may apply. For full details visit www.delta.com/baggage

>>Before..20SEP18.....(> 30) \$1154.00
Between..20SEP18 TO 09OCT18.(11-30) \$1354.00
Between..10OCT18 TO 16OCT18.(4-10) \$3101.62
After...16OCT18.....(< 4) \$6481.73(nonrefundable)



Flights

Delta Air Lines	Sat	20 Oct	Depart San Francisco, CA (SFO)	6:15 AM
Flight 1859	Sat	20 Oct	Arrive New York-JFK, NY (JFK)	2:53 PM
Aircraft Type	: 757-200(winglet)			Locator : 3G4XW7
Description	: Seats 29 B & C			
Anderson/Dane William	Class	: X		
Anderson/Jessica Shannon Hanson	Class	: X		

Delta Air Lines	Sat	20 Oct	Depart New York-JFK, NY (JFK)	5:10 PM
Flight 0413	Sun	21 Oct	Arrive Athens, Greece (ATH)	9:55 AM
Aircraft Type	: Boeing 767-400E			Locator : 3G4XW7
Description	: Seats 35 C & D			
Anderson/Dane William	Class	: X		
Anderson/Jessica Shannon Hanson	Class	: X		

JA2434



Transportation

Tour Greece SA

Pick-up	: 10/21/2018	Drop-off	: 10/27/2018
Pick-up City	: AIRPORT	Drop-off City	: HOTEL
Category	: Shared TransfersRound trip	Description	: Shared Transfers

Roundtrip shared shuttle transportation, hotel to airport / airport to hotel



Hotel

Hilton Athens

46 Vassilissis Sofias Avenue
Athens 11528 Greece

Check-in	: 10/21/2018	Check-out	: 10/27/2018
Room Type	: King Olive Suite, Balcony, Living Room,	Bedding	: King Bed
Description	: King OlivKing Olive Suite 6 nights, 4.5 Star Hotel		

King Olive Suite, Living Room, Balcony
Lounge access included



Flights

KLM Royal Dutch Air	Sat	27 Oct	Depart Athens, Greece (ATH)	6:00 AM
Flight 1572	Sat	27 Oct	Arrive Amsterdam, Netherlands (AMS)	8:30 AM
Aircraft Type	: Boeing 737-800	Locator	: 3G4XW7	
Anderson/Dane William	Class	: L		
Anderson/Jessica Shannon Hanson	Class	: L		

Please note: paid extra legroom seats may be available, otherwise free seat selection is available at check-in

KLM Royal Dutch Air	Sat	27 Oct	Depart Amsterdam, Netherlands	9:50 AM
Flight 0605	Sat	27 Oct	Arrive San Francisco, CA (SFO)	11:45 AM
Aircraft Type	: Boeing 747-400	Locator	: 3G4XW7	
Description	: Seat assignments at check-in per KLM			
Anderson/Dane William	Class	: N		
Anderson/Jessica Shannon Hanson	Class	: N		

Please note: extra legroom seats are available from \$25/person, otherwise free seat selection is available at check-in



Insurance

Travel ProtectionPLUS-F409N

Description : Travel ProtectionPLUS-F409N



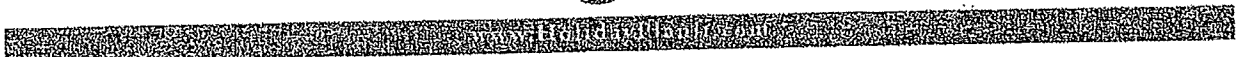
Invoice No. : 1605
Invoice Date : 9/17/2018
Travel Consultant : Johanna
Group No. :
Page No. : 3

Cancel for any reason coverage. If cancelled, instant refund to original form of payment, less cost of travel protection.

Also includes medical coverage in country. For full details of all coverage visit <http://www.tripmate.com/wpf409N>

	Total
Reservation Amount	6,481.73
This Invoice Amount	6,481.73
Prior Invoiced Amount	0.00
Balance	0.00

		Total
Reservation Totals	\$	6,481.73
Agency Fee	\$	50.00
Grand Total	\$	6,531.73
Prior Invoiced Totals	\$	0.00
This Invoice Totals	\$	6,531.73
Paid By Credit Card AX 37-XXXX-1780:		\$ (6,531.73)
Balance:		\$ 0.00



JA2436

20765-1
 Skarpe/OS
 Firm CC
 Charges (For Depos)

(3)

INFORMATION FOLIO / ΕΝΗΜΕΡΩΤΙΚΗ Α.Π.Υ.

Dane Anderson
 2275 Hedgewood Dr.
 Reno, NV 89509

Profession / Επάγγελμα
 VAT / ΑΦΜ
 Tax Office / Δ.Ο.Υ.

Hilton Honors 275711513

Ημερ. Έκδοσης
 Conf. No/Αρ. Κράτησης : 11510017
 Άτομα/No of Person(s) : 2
 Room No./Αρ. Δωματίου : 1025
 Arrival/Αφίξη : 21.10.18
 Departure/Αναχώρηση : 27.10.18 - 00:00
 Page No./Σελίδα : 1 of 1
 Invoice No./Αριθμός
 Cashier / Ταμίας : 100/
 Travel Agent Delta Vacations

Date Ημερομ.	Description Περιγραφή	Charges Χρεώσεις	Credits Πιστώσεις
21.10.18	Accommodation Tax	4.00	
22.10.18	Accommodation Tax	4.00	
23.10.18	Accommodation Tax	4.00	
24.10.18	Accommodation Tax	4.00	
25.10.18	Accommodation Tax	4.00	
26.10.18	Accommodation Tax	4.00	

Total/Σύνολο 24.00 0.00

Balance/Υπόλοιπο 24.00 EUR
 Tot. Incl. VAT/Μεικτό Σύνολο 24.00 EUR
 Tot. Net. Amnt/Καθαρή Αξία 0.00 EUR

	Net Amount Καθαρή Αξία	Municipality Δημοτ. Φόρος	Vat Amount ΦΠΑ	Gross Amount Μεικτό Σύνολο
VAT/ΦΠΑ 0%	0.00			
VAT/ΦΠΑ 6%	0.00	0.00	0.00	0.00
VAT/ΦΠΑ 13%	0.00	0.00	0.00	0.00
VAT/ΦΠΑ 24%	0.00	0.00	0.00	0.00
ΧΑΡΤΟΣΗΜΟ	0.00		0.00	0.00
ACCOM TAX/ΦΟΡΟΣ ΔΙΑΜΟΝΗΣ			24	

JA2437

[illegible]

WOODBURN AND WEDGE

108633

INVOICE	DATE	DESCRIPTION	INV AMOUNT	DISCOUNT	NET
11012018	11/5/2018	Reimburse DWA for Travel Expenses to AI	5,365.09	0.00	5,365.09
	11/05/2018	020765-000001 1180-000 14.89	Reimburse DWA for Travel Expenses to Athens ✓ Greece		
	11/05/2018	020765-000001 1180-000 1,043.00	Reimburse DWA for Travel Expenses to Athens ✓ Greece [Airfare]		
	11/05/2018	020765-000001 1180-000 277.00	Reimburse DWA for Travel Expenses to Athens ✓ Greece [Airfare Expense]		
	11/05/2018	020765-000001 1180-000 35.70	Reimburse DWA for Travel Expenses to Athens ✓ Greece [Airfare Expense]		
	11/05/2018	020765-000001 1180-000 3,944.00	Reimburse DWA for Travel Expenses to Athens ✓ Greece [Hotel]		
	11/05/2018	020765-000001 1180-000 20.50	Reimburse DWA for Travel Expenses to Athens ✓ Greece		
	11/05/2018	020765-000001 1180-000 30.00	Reimburse DWA for Travel Expenses to Athens ✓ Greece [Airfare Expense]		

Check# / Date 108633

11/5/2018

Dane Anderson

\$5,365.09

JA2439

NEVADA STATE BANK



DANE W ANDERSON
WOODBURN AND WEDGE
Account Number :
XXXX XXXX XXXX 6400

VISA

ACCOUNT SUMMARY

Account Number	XXXX XXXX XXXX 6400	Previous Balance	\$0.00
Credit Limit	\$5,000.00	Payments	\$0.00
Available Credit	\$5,000.00	Credits	\$0.00
Statement Closing Date	November 06, 2018	Purchases	\$0.00
Payment Due Date	November 26, 2018	Other Charges	\$0.00
Amount Past Due	\$0.00	Cash Advances	\$0.00
Min Payment Due	\$0.00	Finance Charges	\$0.00
Days in Billing Cycle	0	New Balance	\$0.00

TRANSACTIONS

Trans Date	Post Date	Reference Number	Transaction Description	Amount
10/04	10/07	7450903M600NF3FPA	HILTON ATHENS ATHINA GR - 020765-1	\$1,217.45 ✓
		- 10/07	EURO CURRENCY	
		- 10/07	1054.00 X 1.15507590	
10/04	10/07	7450903M600NF3FPA	FOREIGN TRAN FEE	\$24.35 ✓
10/20	10/26	2475542MS513F1TJ4	STAYBRIDGE SUITES SAN FRASAN BRUNO CA	\$265.92 ✓
10/25	10/26	7450903MS00RNM743	GB ROOF GARDEN ATHINA GR - 020765-1	\$233.82 ✓
		- 10/26	EURO CURRENCY	
		- 10/26	204.50 X 1.14337408	
10/25	10/26	7450903MS00RNM743	FOREIGN TRAN FEE	\$4.68 ✓
10/27	10/29	2469216MX2XHSPE6J	UNITED 0162601607765HOUSTON TX 020765-1	\$100.00
10/26	10/30	7450903MY00T4ZEAT	HILTON ATHENS ATHENS GR - 020765-1	\$27.53 ✓
		- 10/30	EURO CURRENCY	
		- 10/30	24.00 X 1.14708333	
10/26	10/30	7450903MY00T4ZEAT	FOREIGN TRAN FEE	\$0.55

See Reverse Side for Important Information About Your Account.

5543 0001 BAH 3 7 4 181106 0

PAGE 1 of 2

12 4769 1000 VBUS D1AA5543

2457

NEVADA STATE BANK

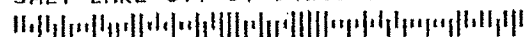


P O BOX 30833
SALT LAKE CITY UT 84130-0833

For prompt credit, mail payment to location shown below.
Payment sent to any other location may delay crediting your account.
Please detach this portion and return it with your payment to ensure proper credit.

Make Checks Payable to :

BANKCARD CENTER
PO BOX 30833
SALT LAKE CTY UT 84130-0833



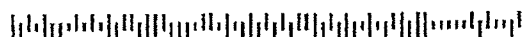
PAYMENT INFORMATION

Account Number	XXXX XXXX XXXX 6400
Payment Due Date	11/26/18
New Balance	\$0.00
Minimum Payment Due	\$0.00
Past Due Amount	\$0.00
Cash Enclosed	
Total Payment Amount	\$

DANE W ANDERSON
WOODBURN AND WEDGE
6100 NEIL RD STE 500
RENO NV 89511-1159

2457

P111



15066 0000124769101086926400

JA2440

WOODBURN AND WEDGE

108456

INVOICE	DATE	DESCRIPTION	INV AMOUNT	DISCOUNT	NET
09252018	9/25/2018	Long Distance Telephone Call to Schedule	45.00	0.00	45.00
	09/25/2018	020765-000001 1180-000 45.00			
		Long Distance Telephone Call to Schedule Conference Room & Depositions			


Check# / Date 108456 9/25/2018 Dianne Kelling \$45.00

JA2441




Page: 4 of 5
Issue Date: Sep 19, 2018
Account Number: 436064895371
Foundation Account: 00027579

...Wireless continued

 **Tablet, 775.470.1839**
STEVE D. KELLING

Monthly charges		Sep 20 - Oct 19
1. Access for iPad mini on 4G LTE		\$10.00
2. Mobile Insurance Premium		\$8.99
Surcharges & fees		
3. Administrative Fee		\$1.99
4. Regulatory Cost Recovery Charge		\$1.25
Total for 775.470.1839		\$22.23

 **Phone, 775.762.4374**
STEVE D. KELLING

Activity since last bill		Aug 20 - Sep 19
1. International long distance		\$45.00
15 minutes		< Usage

Monthly charges		Sep 20 - Oct 19
2. Access for iPhone 4G LTE w/ VVM		\$20.00
3. International Dialing Allowed		\$0.00
4. International Roaming - Expanded		\$0.00
5. Mobile Insurance Premium		\$8.99
6. See AutoPay message in News You Can Use		\$0.00

Surcharges & fees		
7. Administrative Fee		\$1.99
8. Federal Universal Service Charge		\$9.49
9. Nevada Universal Service		\$0.02
10. Regulatory Cost Recovery Charge		\$1.25
11. TDD Surcharge		\$0.06

Government taxes & fees		
12. County Wireless 911 Surcharge		\$0.85

Total for 775.762.4374 **\$87.65**

Total for Wireless **\$234.91**

Usage summary

Talk	Used
Call over Wi-Fi	121

News you can use

This bill includes a past due balance

If payment has already been made, thank you, please disregard. If not, payment must be made immediately. Please send your payment, including

current charges, in the enclosed envelope. You may also pay 24 hours a day, by major credit card or electronic check at 800.331.0500, or att.com/MyWireless. If your service is suspended, a reconnection fee will apply. If you have questions regarding your account, contact us at 800.947.5096.

AT&T Call Protect

News you can use continues...

JA2443

1 **1075**

2 JOHN F. MURTHA, ESQ.

3 Nevada Bar No. 835

4 DANE W. ANDERSON, ESQ.

5 Nevada Bar No. 6883

6 SETH J. ADAMS, ESQ.

7 Nevada Bar No. 11034

8 **WOODBURN AND WEDGE**

9 Sierra Plaza

10 6100 Neil Road, Ste. 500

11 P.O. Box 2311

12 Reno, Nevada 89505

13 Telephone : (775) 688-3000

14 jmurtha@woodburnandwedge.com

15 danderson@woodburnandwedge.com

16 sadams@woodburnandwedge.com

17 *Attorneys for Defendant/Cross-Claimant*

18 *Athanasios Skarpelos*

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

21 ***

22 NEVADA AGENCY AND TRANSFER
23 COMPANY, a Nevada corporation,

Case No. CV15-02259

Dept. No. 10

24 Plaintiff,

25 vs.

26 **AFFIDAVIT OF**
27 **DANE W. ANDERSON IN SUPPORT**
28 **OF VERIFIED MEMORANDUM OF**
COSTS AND DISBURSEMENTS

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

Defendants.

ATHANASIOS SKARPELOS, an individual,

Cross-Claimant,

vs.

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

Cross-Defendants.

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 _____/

9 **AFFIDAVIT OF DANE W. ANDERSON IN SUPPORT OF MEMORANDUM OF**
10 **COSTS AND DISBURSEMENTS**

11 State of Nevada)
12) ss.
13 County of Washoe)

14 1. I am an attorney in the law firm of Woodburn and Wedge, the attorneys of
15 record for Defendant/Cross-Claimant and Cross-Defendant, Athanasios Skarpelos, in the
16 litigation identified in the caption shown above. I declare under penalty of perjury that the
17 following statements are true. Any matter set forth upon information and belief, I believe to
18 be true.

19 2. I have personally reviewed our billings regarding the costs charged in this
20 case. Copies of available supporting documentation are attached to the Verified
21 Memorandum of Costs filed concurrently.

22 3. These costs were reasonably and necessarily incurred in this case.

23 4. Regarding the trip to Athens for depositions, my wife, Jessica, booked the
24 flight and hotel arrangements and accompanied me on the trip. The amount claimed in the
25 memorandum of costs is one half of the total expense for those arrangements, representing
26 my half as counsel for Skarpelos.

27 4. I have read and hereby affirm the statements set forth in the Verified
28 Memorandum of Costs and Disbursements filed concurrently with this Affidavit.

///

1 Respectfully submitted this 25th day of April, 2019.

2 *****

3 **Affirmation pursuant to NRS 239B.030**

4 The undersigned does hereby affirm that the preceding document does not contain
5 the social security number of any person.

6
7 
8 _____
Dane W. Anderson

9
10 SUBSCRIBED and SWORN to before me

11 This 25th day of April 2019.

12 
13 NOTARY PUBLIC

14 My Commission expires: 11-9-20



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 the **AFFIDAVIT OF DANE W. ANDERSON IN SUPPORT OF**
5 **MEMORANDUM OF COSTS AND DISBURSEMENTS** to:

6
7 Alexander H. Walker III, Esq.
8 57 West 200 South, Ste. 400
9 Salt Lake City, Utah 84101
10 awalker@law@aol.com

11 *Attorneys for Plaintiff*

12 Jeremy J. Nork, Esq.
13 Frank Z. LaForge, Esq.
14 Holland & Hart LLP
15 5441 Kietzke Lane, 2nd Floor
16 Reno, Nevada 89511
17 jnork@hollandandhart.com
18 fzlaforge@hollandandhart.com

19 *Attorneys for Defendant Weiser (Bahamas), Ltd.*

20 DATED: April 25, 2019.

21 /s/ Dianne M. Kelling
22 Dianne M. Kelling, an employee of
23 Woodburn and Wedge
24
25
26
27
28

1 **2430**

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

6 Attorneys for Defendants/Cross-claimants Weiser

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

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

Case No. CV15 02259

Dept. No. 10

12 Plaintiff,

13 v.
14

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

20 Defendants.

20 AND RELATED ACTIONS.

21 **DEFENDANTS/CROSS-CLAIMANTS WEISER'S MOTION TO RETAX COSTS**

22 Defendants/Cross-claimants (collectively, "Weiser"), by and through their counsel
23 Holland & Hart LLP, move this Court, pursuant to NRS 18.110(4), to retax and settle the
24 costs taxed in the Verified Memorandum of Costs and Disbursements (the "Memo of
25 Costs"), filed on or about April 25, 2019, by Defendant/Cross-claimant Athanasios
26 Skarpelos ("Skarpelos").

27 This Motion is supported by the following Points and Authorities.
28

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

1 **POINTS AND AUTHORITIES**

2 1. Introduction.

3 Courts have sound discretion in determining whether or not to grant costs to the
4 prevailing party. *Gibellini v. Klindt*, 110 Nev. 1201, 1205, 885 P.2d 540, 543 (1994). In
5 exercising this discretion, the statutes permitting the recovery of costs must be “strictly
6 construed” because they represent a “derogation of common law.” *Id.*; *Bobby Berosini, Ltd.*
7 *v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 1352, 971 P.2d 383, 385
8 (1998).

9 Nevada Revised Statute 18.005 provides that the requested costs must be reasonable.
10 *Bobby Berosini*, 114 Nev. at 1352, 971 P.2d at 385-86. Furthermore, the costs must be
11 based on actual costs and not simply a “reasonable estimate or calculation of such costs.”
12 *Id.* In this regard, courts insist that parties seeking costs both (1) provide sufficient,
13 itemized documentation of the costs and (2) where necessary demonstrate why such costs
14 were reasonably incurred in the action. *See id.* (rejecting party’s request for investigation,
15 photocopy, and jury fees on both grounds); *Gilman v. Nevada State Bd. of Veterinary*
16 *Medical Examiners*, 120 Nev. 263, 273, 89 P.3d 1000, 1007 (2004) (“[T]his court has held
17 that, even though a prevailing party submits itemized statements in support of investigation
18 costs, the party must also demonstrate how such fees were necessary to and incurred in the
19 present action.”) (internal quotation marks and citations omitted).

20 More to the point, requested costs must be “actual costs that are also reasonable,
21 rather than a reasonable estimate or calculation of such costs (*Gibellini* at 1206.);” and in
22 meeting this standard, the requesting party must provide an itemization plus justifying
23 documentation sufficient for the Court to determine “the reasonableness of these cost
24 awards (*Bobby Berosini* at 4.).” As an example, the Court in *Bobby Berosini* held that for
25 cost items such as photocopy charges, it is insufficient to simply state “the date of each
26 photocopy and the total photocopying charge” as an attempt to justify the reasonableness of
27 the requested cost award. *Id.*

28 In light of this strict standard, the Memo of Costs falls short in a number of respects.

1 2. The Claimed Costs Are Not Reasonable.

2 a. Photocopies.

3 NRS 18.005(12) allows for the recovery of “[r]easonable costs for photocopies.” In
4 rejecting such requested costs as not meeting the required standard, the *Bobby Berosini*
5 court held that the requesting party “failed to provide sufficient justifying documentation
6 beyond the date of each photocopy and the total photocopy charge.” *Bobby Berosini* at
7 1352-53. Here, the documents provided by Skarpelos are exactly the type of supporting
8 evidence that was rejected by the *Bobby Berosini* court; and as a result, this cost category
9 must be denied.

10 b. Messenger Service.

11 Messenger service expenses are allowed under the catch-all provision of NRS
12 18.005(17) (“[a]ny other reasonable and necessary expense . . .”), and the court in
13 *Bergmann v. Boyce*, 109 Nev. 670, 682, 856 P.2d 560 (1993), has determined that
14 messenger expenses may be awarded only “to the extent that the court determines that the
15 expenses incurred were reasonable and necessary.” Moreover, such costs must be “actual
16 costs that are also reasonable, rather than a reasonable estimate or calculation of such costs
17 (*Gibellini* at 1206.);” and in meeting this standard, the requesting party must provide
18 itemization or justifying documentation sufficient for the court to determine “the
19 reasonableness of these cost awards (*Berosini* at 1353.).”

20 Here, the Memo of Costs includes no supporting documentation to explain or justify
21 that the messenger service expense was in fact reasonable. Absent such a showing, this
22 cost category claimed by Skarpelos must be denied.

23 c. Parking.

24 NRS 18.005(17) is the catch-all provision that allows for the recovery of “[a]ny
25 other reasonable and necessary expense incurred in connection with the action, including
26 reasonable and necessary expenses for computerized services for legal research.” This
27 provision has been interpreted to require the requesting party to “demonstrate how such
28 fees were necessary to and incurred in the present action.” *Bobby Berosini* at 1352-3.

1 Further, such costs must be “actual costs that are also reasonable, rather than a reasonable
2 estimate or calculation of such costs.” *Gibellini* at 1206. Here, there has been no attempt
3 to explain or justify the parking costs; and as a result, they are not recoverable.

4 d. Research (Westlaw & Pacer).

5 This cost category comes under NRS 18.005(17), which allows for “[a]ny other
6 reasonable and necessary expense incurred in connection with the action, including
7 reasonable and necessary expenses for computerized services for legal research.” This
8 provision has been interpreted to require the requesting party to “demonstrate how such
9 fees were necessary to and incurred in the present action.” *Berosini* at 1352-3. Further,
10 computerized legal research costs undoubtedly must be “actual costs that are also
11 reasonable, rather than a reasonable estimate or calculation of such costs.” *Gibellini* at
12 1206. In meeting this standard, the requesting party must provide itemization or justifying
13 documentation sufficient for the court to determine “the reasonableness of these cost
14 awards.” *Berosini* at 1353.

15 Here, there is no explanation for how the legal research costs are calculated; and in
16 light of the fact that Skarpelos has made no showing that the request for \$8,006.38 of legal
17 research costs are reasonable, the court should disallow this cost request.

18 e. Meals.

19 The entry in the Memo of Costs for Meals in the amount of \$284.89 presumably are
20 claimed under the NRS 18.0005(17) catch-all provision. Notably, however, courts
21 interpreting similar statutes have held that the cost of the attorney and client’s food during
22 trial is not a taxable cost. In *Smother v. Renander*, 2 Haw.App. 400, 633 P.2d 556, 564
23 (1981), the court explained, much like the court in *Bergmann*, that “[t]he trial court is
24 vested with discretion in allowing or disallowing costs but this discretion should be
25 sparingly exercised when considering whether or not to allow expenses not specifically
26 allowed by statute and precedent.” As a result of the recognition of this scope of the
27 court’s discretion, the *Smother* court continued: “[w]e hold that the lower court erred in
28 taxing as costs the expenses for Smother’s travel, meals, and lodging during trial.” *Id.*

1 Here, Skarpelos is seeking reimbursement for lunches and Starbucks coffee
2 expenses that were incurred during trial. Based on the above, this cost category is properly
3 rejected.

4 f. Attorney's travel expenses.

5 The attorney travel expenses claimed in the Memo of Costs total \$7,204.00 and
6 include air fare, hotel charges, and meals. NRS 18.005(15) provides for the recovery of
7 "[r]easonable costs for travel and lodging incurred taking depositions and conducting
8 discovery." As pointed out above, the Nevada Supreme Court has mandated that parties
9 seeking costs both (1) provide sufficient, itemized documentation of the costs and (2)
10 where necessary demonstrate why such costs were reasonably incurred in the action.
11 *Bobby Berosini* at 385-86. Here, there is no showing for why these costs were reasonably
12 incurred. For example, the travel expenses include lodging not only for Athens, Greece,
13 where the depositions took place, but also for San Francisco. Also, the room and meal
14 charges in Athens are from October 21 through October 26, yet the depositions only took
15 place on October 23 and 24. It appears that Skarpelos is seeking recovery for expenses
16 incurred while preparing for the depositions on October 21 and 22, and also after the
17 depositions concluded on October 25 and 26, which goes well beyond the narrow scope of
18 the statute. And finally, there are miscellaneous expenses, such as a power adapter that
19 was apparently purchased while in Athens, that Skarpelos seeks to lump into the travel
20 expense category. Based on the case law, none of these listed expenses are reasonable or
21 recoverable.

22 CONCLUSION

23 Based on the above, it is respectfully requested that the Motion be granted.
24
25
26
27
28

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

3 DATED this 3rd day of May, 2019.

4 HOLLAND & HART LLP

5 By: /s/ Jeremy J. Nork
6 Jeremy J. Nork (SBN 4017)
7 Frank Z. LaForge (SBN 12246)
8 5441 Kietzke Lane, Second Floor
9 Reno, NV 89511
10 (775) 327-3000 | Fax (775) 786-6179

11 Attorneys for Weiser
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I, Martha Hauser, certify:

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

5 On May 3, 2019, I electronically filed the foregoing **DEFENDANTS/CROSS-**
6 **CLAIMANTS WEISER'S MOTION TO RETAX COSTS**, with the Clerk of the Second
Judicial District Court via the Court's e-Flex system. Service will be accomplished by e-Flex
7 on all registered participants.

8 John F. Murtha
Dane W. Anderson
Seth J. Adams
9 WOODBURN AND WEDGE
10 jmurtha@woodburnandwedge.com
danderson@woodburnandwedge.com
11 sadams@woodburnandwedge.com

12 /s/ Martha Hauser
13 Martha Hauser

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

1 **2645**

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.

**OPPOSITION TO MOTION TO
RETAX COSTS**

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 **OPPOSITION TO MOTION TO RETAX COSTS**

9 Cross-Claimant Athanasios Skarpelos (“Skarpelos”) opposes Weiser’s Motion to
10 Retax Costs as follows. This opposition is supported by the following points and
11 authorities, and the supporting Declaration of Dane W. Anderson filed concurrently.

12 Weiser objects to six categories of Skarpelos’ claimed costs: (1) Photocopies in the
13 amount of \$652.00; (2) Messenger Services in the amount of \$38.00; (3) Parking in the
14 amount of \$139.25; (4) Westlaw research in the amount of \$8,006.38; (5) Meals in the
15 amount of \$284.89; (6) and an unspecified portion of Attorney Travel expenses. Each of
16 these items is addressed in turn below. The remaining claimed costs should be awarded
17 based on Weiser’s failure to include them in its motion to retax, as this is Skarpelos’ only
18 opportunity to address objections.

19 (1) Photocopies

20 Skarpelos claims \$652.00 for photocopies. Those expenses are tracked
21 electronically by client-matter number in Woodburn’s accounting software. There is no
22 mechanism for including the purpose of the photocopies. However, it is undisputed that
23 numerous documents were exchanged in this matter, written discovery conducted,
24 dispositive motions and motions in limine filed, and exhibit binders prepared for both
25 depositions and trial. This claimed cost is reasonable and was necessary in light of all the
26 work performed in this case.

27 ///

1 (2) Messenger Services

2 This is a claim for \$38.30 for messenger services. From time to time throughout
3 the 3 years this case was pending, Skarpelos' counsel would have its runners deliver
4 documents to counsel for Weiser or to the court reporter or deliver items for trial. The
5 "Errand Request for Runners" forms along with the notation of the costs for the run were
6 included with Skarpelos' memorandum of costs. This documentation is reasonable to
7 support the claimed cost of \$38.30.

8 (3) Parking

9 This is a claimed cost of \$139.25. Mr. Anderson and Mr. Adams both parked near
10 the courthouse every day during trial. It was necessary for Skarpelos' counsel to attend
11 trial, and to park within a reasonable distance of the courthouse. These reasonable costs
12 should be awarded.

13 (4) Westlaw Research

14 Skarpelos claims \$8,006.38 in legal research costs. Regarding computerized legal
15 research, Woodburn has submitted the available documentation from its computerized
16 records. Unfortunately, those records do not contain a description of the purpose of the
17 research. Therefore, counsel reviewed those records in conjunction with the firm's
18 attorney Fee Transaction Listing (attached to the Declaration of Dane W. Anderson filed
19 concurrently) to connect the Westlaw charges with the work that was performed:

- 20 a. It appears the Westlaw charge of \$306.00 on December 29, 2017
21 relates to research in December 2017 regarding compelling
22 testimony of foreign witnesses.
- 23 b. It appears the Westlaw charge of \$2,142.00 on March 31, 2018
24 relates to research in March 2018 regarding the motion for summary
25 judgment that Skarpelos filed.
- 26 c. It appears the Westlaw charge of \$2,025.00 on April 30, 2018 relates
27 to research in April 2018 regarding evidentiary issues to be
28 addressed in Skarpelos' reply brief in support of his motion for

summary judgment, specifically in response to issues raised by Weiser in its opposition brief.

d. It appears the Westlaw charge of \$2,036.41 on December 31, 2018 relates to pretrial research in December 2018 related to parties' respective burdens of proof in interpleader actions.

e. It appears the Westlaw charges of \$1,150.38 and \$343.29 on February 28, 2019 relate to various pre-trial and trial issues in late January and early February, including various evidentiary issues and issues involving the surprise testimony of Mr. Livadas in which Weiser offered a new legal theory to support its case.

(5) Meals

This is a claimed cost of \$284.89. Weiser cites no Nevada authority that would preclude an award for the cost of meals during trial. Skarpelos' counsel does not have an office near the courthouse and had to eat meals at nearby restaurants. Weiser cites a Hawaii case in which such costs were denied. *Smothers v. Renander*, 2 Haw.App. 400, 409, 633 P.2d 556, 564 (1981). However, that case does not appear to involve a catch-all provision such as NRS 18.005(17), nor does Nevada limit an award of costs to those established by "precedent." Therefore, this Court may properly exercise its discretion and award Skarpelos this reasonable cost.

(6) Attorney Travel Expenses

Skarpelos' claimed costs in this category relate to the depositions taken in Athens, Greece, in October 2018 pursuant to the agreement of the parties. Athens is a long way from Reno, Nevada, and is 9-10 hours ahead of Reno time. There are no direct flights from Reno. The itinerary Skarpelos' counsel selected en route to Athens involved flying from Reno to San Francisco, San Francisco to New York, then New York to Athens. Due to the early flight from San Francisco to New York, counsel was required to stay overnight at a hotel near the San Francisco airport. Further, although the depositions took place only on October 23 and 24, at the time the arrangements were booked it was unclear

1 whether it would take 2 or 3 days to complete, and even at the depositions it was fluid as
2 to whether a third day would be needed. Moreover, it was necessary for counsel to fly in
3 early to prepare Skarpelos for deposition, and therefore necessary to fly in a day earlier
4 than that. It was also reasonable, given the distance of travel and the uncertainty as to
5 when depositions would conclude, to book an extra day or two at the end of the trip to
6 accommodate travel.

7 Weiser takes issue only with certain “examples” of Skarpelos’ claimed costs: (1)
8 the overnight stay in San Francisco on the way to Athens; (2) Room/meal charges in
9 Athens for October 21-26, when depositions only took place on October 23 and 24; and
10 (3) the power adapter purchased to facilitate work in Athens. The first two are explained
11 above. As for the power adapter, it was purchased so counsel could work on his laptop
12 and communicate with his client and counsel. This was a reasonable expense.

13 CONCLUSION

14 Skarpelos should be awarded all of his claimed expenses. Weiser’s limited
15 objections have been adequately addressed, and Skarpelos has demonstrated that those
16 costs were necessary and reasonably incurred. Skarpelos requests that the motion to retax
17 costs be denied.

18 AFFIRMATION

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

21 DATED: May 14, 2019.

WOODBURN AND WEDGE

23 By /s/ Dane W. Anderson

24 John F. Murtha, Esq.

Nevada Bar No. 835

25 Dane W. Anderson, Esq.

Nevada Bar No. 6883

26 Seth J. Adams, Esq.

Nevada Bar No. 11034

27 *Attorneys for Defendant/*

28 *Cross-Claimant*

Athanasios Skarpelos

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Woodburn and Wedge and that on this date,
3 I caused to be sent via electronic delivery through the Court's E-flex system a true and correct
4 copy of ***OPPOSITION TO MOTION TO RETAX COSTS*** 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 DATED: May 14, 2019.

22 /s/ Dianne M. Kelling
23 Dianne M. Kelling, an employee of
24 Woodburn and Wedge
25
26
27
28

1 **1520**

2 JOHN F. MURTHA, ESQ.

3 Nevada Bar No. 835

4 DANE W. ANDERSON, ESQ.

5 Nevada Bar No. 6883

6 SETH J. ADAMS, ESQ.

7 Nevada Bar No. 11034

8 **WOODBURN AND WEDGE**

9 Sierra Plaza

10 6100 Neil Road, Ste. 500

11 P.O. Box 2311

12 Reno, Nevada 89505

13 Telephone : (775) 688-3000

14 jmurtha@woodburnandwedge.com

15 danderson@woodburnandwedge.com

16 sadams@woodburnandwedge.com

17 *Attorneys for Defendant/Cross-Claimant*

18 *Athanasios Skarpelos*

19 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

20 IN AND FOR THE COUNTY OF WASHOE

21 ***

22 NEVADA AGENCY AND TRANSFER
23 COMPANY, a Nevada corporation,

24 Case No. CV15-02259

25 Dept. No. 10

26 Plaintiff,

27 vs.

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

**DECLARATION OF
DANE W. ANDERSON IN SUPPORT
OF OPPOSITION TO MOTION TO
RETAX COSTS**

Defendants.

ATHANASIOS SKARPELOS, an individual,

Cross-Claimant,

vs.

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

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 **DECLARATION OF DANE W. ANDERSON IN SUPPORT OF**
9 **OPPOSITION TO MOTION TO RETAX COSTS**

10 1. I am an attorney licensed to practice in the state of Nevada. I make this
11 declaration of my own personal knowledge in support of the Opposition to Motion to
12 Retax Costs filed concurrently.

13 2. Woodburn has represented Athanasios Skarpelos ("Skarpelos") for the
14 entirety of this litigation, which resulted in a favorable judgement for Skarpelos following
15 more than 3 years of litigation.

16 3. As the prevailing party, Skarpelos has filed a Verified Memorandum of
17 Costs pursuant to NRS 18.110. The documentation attached to the Verified Memorandum
18 of Costs are true and copies of and/or accurately reflect the computerized data justifying
19 these costs.

20 4. Attached as **Exhibit 1** is a true and correct copy of the "Fee Transaction
21 Listing" that is tracked and recorded by Woodburn's accounting software in the regular
22 course of time entry and billing, reflecting fees and costs incurred by Plaintiffs from the
23 inception of this case through today's date. These billings have been redacted as to
24 privileged information. This is the same document that is attached to Skarpelos'
25 Declaration of Dane W. Anderson in Support of Motion for Attorneys' Fees.

26 5. Regarding computerized legal research, Woodburn has submitted the
27 available documentation from its computerized records. Unfortunately, those records do
28 not contain a description of the purpose of the research. Therefore, I reviewed those

1 records in conjunction with my firm's Fee Transaction Listing and attempted to connect
2 the Westlaw charges with the work that was performed:

- 3 a. It appears the Westlaw charge of \$306.00 on December 29, 2017
4 relates to research in December 2017 regarding compelling
5 testimony of foreign witnesses. There were numerous possible
6 foreign witnesses in this case.
- 7 b. It appears the Westlaw charge of \$2,142.00 on March 31, 2018
8 relates to research in March 2018 regarding the motion for summary
9 judgment that Skarpelos filed.
- 10 c. It appears the Westlaw charge of \$2,025.00 on April 30, 2018 relates
11 to research in April 2018 regarding evidentiary issues to be
12 addressed in Skarpelos' reply brief in support of his motion for
13 summary judgment, specifically in response to issues raised by
14 Weiser in its opposition brief.
- 15 d. It appears the Westlaw charge of \$2,036.41 on December 31, 2018
16 relates to pretrial research in December 2018 related to parties'
17 respective burdens of proof in interpleader actions.
- 18 e. It appears the Westlaw charges of \$1,150.38 and \$343.29 on
19 February 28, 2019 relate to various pre-trial and trial issues in late
20 January and early February, including various evidentiary issues and
21 issues involving the surprise testimony of Mr. Livadas in which
22 Weiser offered a new legal theory to support its case.

23 6. Regarding photocopies, those expenses are tracked electronically by client-
24 matter number in Woodburn's accounting software. There is no mechanism for including
25 the purpose of the photocopies. However, I believe the amount sought for photocopies is
26 reasonable in amount for a case that lasted 3 years, involved written discovery and motion
27 practice, and involved exhibits binders for both depositions and trial.

28 ////

1 7. Regarding attorney travel expenses, these relate to the depositions taken in
2 Athens, Greece, in October 2018 pursuant to the agreement of the parties. There are no
3 direct flights from Reno. The itinerary I selected en route to Athens involved flying from
4 Reno to San Francisco, San Francisco to New York, then New York to Athens. Due to
5 the early flight from San Francisco to New York, I was required to stay overnight at a
6 hotel near the San Francisco airport. Further, although the depositions took place only on
7 October 23 and 24, at the time the arrangements were booked it was unclear whether it
8 would take 2 or 3 days to complete and my recollection is that even at the depositions it
9 was fluid as to whether a third day would be needed. Moreover, it was necessary for me
10 to fly in early to prepare Skarpelos for deposition, and therefore necessary for me to fly in
11 a day earlier than that so I could adjust to the time change. I believe it was reasonable,
12 given the distance of travel and the uncertainty as to when depositions would conclude, to
13 book an extra day or two at the end of the trip to accommodate travel.

14 8. It is my opinion that all of these costs incurred on behalf of Plaintiffs were
15 reasonable and necessary to litigate this lawsuit to its successful conclusion.

16 I declare under penalty of perjury under the law of the State of Nevada that the
17 foregoing is true and correct.

18 **Affirmation pursuant to NRS 239B.030**

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

21 Dated this 14th day of May, 2019.

22
23 /s/ Dane W. Anderson
24 DANE W. ANDERSON
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Woodburn and Wedge and that on this date,
3 I caused to be sent via electronic delivery through the Court's E-flex system a true and correct
4 copy of the **DECLARATION OF DANE W. ANDERSON IN SUPPORT OF**
5 **OPPOSITION TO MOTION TO RETAX COSTS** to:
6

7 Alexander H. Walker III, Esq.
8 57 West 200 South, Ste. 400
9 Salt Lake City, Utah 84101
10 awalker@law@aol.com

11 *Attorneys for Plaintiff*

12 Jeremy J. Nork, Esq.
13 Frank Z. LaForge, Esq.
14 Holland & Hart LLP
15 5441 Kietzke Lane, 2nd Floor
16 Reno, Nevada 89511
17 jnork@hollandandhart.com
18 fzlaforge@hollandandhart.com

19 *Attorneys for Defendant Weiser (Bahamas), Ltd.*

20 Clay P. Brust, Esq.
21 Robison, Sharp, Sullivan & Brust
22 71 Washington Street
23 Reno, NV 89503
24 cbrust@rbsllaw.com

25 *Attorneys for Defendant Weiser Asset
26 Management, Ltd.*

27 DATED: May 14, 2019.

28 /s/ Dianne M. Kelling
Dianne M. Kelling, an employee of
Woodburn and Wedge

EXHIBIT INDEX

Exhibit No.	Description	No. of Pages *
1	Fee Transaction Listing	18

* Number of Pages Does **Not** include the divider page marking the exhibit.

EXHIBIT 1

EXHIBIT 1

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
4296	3/7/2016	JFM	P	Review documents received from A. Walker (NATCO)	0.3	\$112.50
4383	3/8/2016	JFM	P	Emails from and to A. Walker; Review draft amended complaint and stipulation to file amended complaint	0.3	\$112.50
4391	3/8/2016	WCW	P	Review pleadings and emails	0.3	\$112.50
5151	3/22/2016	JFM	P	Emails from and to A. Walker and J. Nork re amended complaint	0.1	\$37.50
5802	4/12/2016	JFM	P	Emails from and to A. Walker re amended complaint	0.2	\$75.00
8193	5/3/2016	JFM	P	Review docket sheet for filing of amended complaint; Email to all counsel re responses to amended complaint	0.3	\$112.50
8510	5/5/2016	JFM	P	Emails from and to A. Walker and counsel for Weisler re response time to amended complaint	0.2	\$75.00
9445	5/16/2016	JFM	P	Emails from and to B. Pinsky	0.2	\$75.00
9496	5/19/2016	JFM	P	Work on answer to amended complaint and cross-claim; Email to client	1.2	\$450.00
9512	5/20/2016	JFM	P	Emails from and to T. Skarpelos; Finalize answer to amended complaint and crossclaim	1.2	\$450.00
9584	5/23/2016	JFM	P	Finalize and approve answer to amended complaint and counterclaims	0.6	\$225.00
9715	5/24/2016	JFM	P	Emails from and to Weiser's counsel; Review Weiser's answer and crossclaim; Email to client and B. Pinsky	0.5	\$187.50
11105	6/10/2016	JFM	P	Emails from and to T. Skarpelos	0.1	\$37.50
11703	6/17/2016	JFM	P	Draft answer to Weiser's cross-claim; Email to client and B. Pinsky	1.6	\$600.00
11692	6/22/2016	JFM	P	Emails from and to A. Walker re scheduling early case conference	0.2	\$75.00
12123	6/28/2016	JFM	P	Emails from and to A. Walker and J. Nork	0.2	\$75.00
12282	6/30/2016	JFM	P	Emails from and to A. Walker and J. Nork re early case conference	0.1	\$37.50
12317	7/1/2016	JFM	P	Review email and documents provided by client and Pinsky's email; Email to client and Pinsky	0.4	\$150.00
12753	7/7/2016	JFM	P	Emails from and to A. Walker re early case conference	0.2	\$75.00
13908	7/25/2016	JFM	P	Emails from and to counsel re need to reschedule early case conference	0.2	\$75.00
14451	8/1/2016	JFM	P	Review all documents produced to date; Analyze same and compare to client's most recent email; Prepare/edit/finalize client's 16.1 disclosures and production; Attend 16.1 conference; Email to A. Walker re production of documents	4.3	\$1,612.50
15575	8/13/2016	JFM	P	Review plaintiff's draft 16.1 report and draft section relative Skarpelos' legal position in the matter; Email to all counsel	0.4	\$150.00
15798	8/15/2016	JFM	P	Receive 16.1 disclosures from Weiser's counsel and assignment to associate to review and report on significant disclosures, if any	0.4	\$150.00
17450	8/15/2016	JMW	P	Review client documents for fully executed stock agreement and evidence of payment to client	4.5	\$1,350.00
16341	8/19/2016	JFM	P	Review/approve revised early case conference report and email to all counsel re same; Read NATCO's initial witness and document disclosures	0.7	\$262.50
16355	8/22/2016	JFM	P	Email to A. Walker re 16.1 report to court	0.1	\$37.50
16295	8/23/2016	JMW	P	Review 16.1 disclosures for fully executed stock purchase agreement and documents demonstrating transfer of payments; Draft memo to John Murtha re same	4.6	\$1,380.00
17885	9/8/2016	JFM	P	Email to client re [REDACTED]	0.1	\$37.50
17946	9/9/2016	JFM	P	Review and analyze documents produced by Weisser and email to T. Skarpelos and B. Pinsky re same	1.8	\$675.00
18714	9/23/2016	JFM	P	Review file and email to T. Skarpelos and B. Pinsky	0.2	\$75.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
19025	9/28/2016	JFM	P	Emails from T. Skarpelos and B. Pinsky; Review documents referenced in the emails; Research time limit by which documents must be objected to on the basis of authenticity	0.9	\$337.50
20448	10/19/2016	JFM	P	Review documents produced, work on discovery planning and assignment to associate re interrogatories and requests for production of documents	1.5	\$562.50
21502	10/19/2016	JMW	P	Conference with John Murtha re drafting written discovery; Begin review of disclosed documents	1.3	\$390.00
21016	10/25/2016	JFM	P	Work with J. Woodbury re discovery	0.1	\$37.50
21524	10/25/2016	JMW	P	Review disclosed documents; Prepare table of persons involved in matter	5.6	\$1,680.00
21530	10/26/2016	JMW	P	Continue review of disclosed documents in preparation for written discovery	4.4	\$1,320.00
20909	10/27/2016	JMW	P	Continue review of Weiser document production; Draft interrogatories to Weiser	3.8	\$1,140.00
23549	11/2/2016	JMW	P	Review produced documents for timeline of events and list of relevant individuals; Draft first set of interrogatories to Weiser	3.2	\$960.00
21827	11/3/2016	JMW	P	Finish drafting first set of Interrogatories to Weiser; Draft first set of Requests for production of documents	2.7	\$810.00
21839	11/4/2016	JMW	P	Draft memo re individuals mentioned in produced documents	1.8	\$540.00
22118	11/6/2016	JFM	P	Review draft requests and email to J. Woodbury directing service	0.2	\$75.00
23556	11/8/2016	JMW	P	Correspondence with John Murtha re discovery requests to Weiser	0.2	\$60.00
23564	11/9/2016	JMW	P	Draft discovery requests for Weiser Bahamas; Send out requests	0.6	\$180.00
23273	11/30/2016	JMW	P	Correspondence with John Murtha re timeline for discovery responses	0.1	\$30.00
23950	12/7/2016	JFM	P	Emails from and to counsel for Weiser re responses to discovery requests	0.1	\$37.50
25633	12/7/2016	JMW	P	Correspondence re extension of time for Weiser to respond to discovery requests	0.2	\$60.00
26250	1/12/2017	JFM	P	Emails from and to Weiser's counsel re production of documents and meeting; Email from and to A. Walker	0.4	\$150.00
26571	1/18/2017	JFM	P	Emails from and to Weiser's counsel re discovery responses	0.2	\$75.00
26681	1/20/2017	JFM	P	Review Weiser responses to discovery requests and emails to and from Weiser's counsel	0.6	\$225.00
26910	1/24/2017	JMW	P	Correspondence with John Murtha re receipt of Weiser discovery requests	0.1	\$30.00
27028	1/25/2017	JMW	P	Conference with Jeremy Nork, Weiser counsel, and John Murtha re Weiser's documentation and positions on issues in case	0.9	\$270.00
27057	1/25/2017	JFM	P	Review all discovery to date and emails from client and B. Pinsky in preparation for meeting with Weiser's counsel; Meeting with counsel for Weiser; Memo to client and B. Pinsky	4.0	\$1,500.00
27125	1/26/2017	JFM	P	Emails from and to B. Pinsky	0.3	\$112.50
27200	1/27/2017	JFM	P	Emails from and to T. Skarpelos; Prepare additional list of documents to be produced by Weiser to support claims of payment	1.5	\$562.50
27637	1/27/2017	JMW	P	Review correspondence from John Murtha re second set of Requests for Production to Weiser	0.1	\$30.00
27398	1/31/2017	JMW	P	Draft second set of requests for production to Weiser and Weiser Bahamas	0.7	\$210.00
27721	2/1/2017	JFM	P	Review final draft of second request for production of documents	0.2	\$75.00
28206	2/7/2017	JFM	P	Consultation with G. Barnard (securities attorney within firm) re	1.2	\$450.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				analysis of Weiser's claim and enforceability of a "without notice" sale of stock; Detailed email to A. Walker; Analysis of Weiser's conflicting theories of sale of the Anavex stock		
30347	3/1/2017	JFM	P	Email to client and B. Pinsky; Emails from and to Weiser's counsel re production of documents	0.2	\$75.00
31765	3/24/2017	JFM	P	Review Weiser's responses to second request for production of documents; Letter to Weiser's attorney re deficient responses to discovery; Email to Weiser's counsel and to A. Walker; Email to A. Skarpelos and B. Pinsky	1.5	\$562.50
33451	4/3/2017	JFM	P	Review court's pretrial order and emails to and from all counsel re same	0.4	\$150.00
33473	4/4/2017	JFM	P	Email to attorney for Weiser re responses to court's scheduling orders	0.1	\$37.50
33485	4/5/2017	JFM	P	Email to Weiser's counsel re response to court's scheduling order; Emails to all counsel re same; Email to client re trial setting and jury trial issues	0.6	\$225.00
33489	4/6/2017	JFM	P	Prepare for scheduling conference with all counsel as directed by the court; Conference call with all counsel re trial setting and early case conference; Emails to and from counsel re trial setting and discovery scheduling issues; Email to client	0.9	\$337.50
33660	4/11/2017	JFM	P	Emails to and from counsel re trial setting; Email to J. Nork re stipulation re pretrial conference	0.4	\$150.00
33675	4/12/2017	JFM	P	Trial setting conference with counsel and court; Email to client re trial date issues	0.4	\$150.00
34147	4/14/2017	JFM	P	Review proposed stipulated discovery schedule and email to Weiser's counsel re same	0.5	\$187.50
34587	4/24/2017	JFM	P	Review filed and entered discovery plans and pre-trial discovery order	0.2	\$75.00
35243	5/1/2017	JFM	P	Email to Weiser's counsel requesting an update/supplement on its production of documents; Email to C. Lovato	0.4	\$150.00
36896	5/5/2017	JFM	P	Review file for information re Weiser payments to Skarpelos and emails re same and email to Skarpelos	0.5	\$187.50
36919	5/9/2017	JFM	P	Emails from and to T. Skarpelos and B. Pinsky; Telephone conference with T. Skarpelos and B. Pinsky (issues with Weiser failing to provide documents in support of its claims)	0.5	\$187.50
37490	5/25/2017	JFM	P	Email to Weiser's counsel re missing documents	0.2	\$75.00
38929	6/15/2017	WCW	P	Conference with John Murtha re discovery strategy.	0.5	\$187.50
39686	6/15/2017	JFM	P	Analysis of all prior discovery responses; Conference with C. Wicker re whether to file motion to compel production or motion for summary judgment first	1.2	\$450.00
40955	7/18/2017	JFM	P	Review all prior discovery responses and letter to Weiser's counsel re deficient discovery responses	1.2	\$450.00
41670	7/28/2017	JFM	P	Review all discovery, letters and emails related to deficient discovery responses and prepare motion to compel production	2.5	\$937.50
42974	8/15/2017	JFM	P	Work on reply in support of motion to compel	1.2	\$450.00
43501	8/21/2017	JFM	P	Finish reply in support of motion to compel	1.0	\$375.00
43524	8/23/2017	JFM	P	Email to client and from B. Pinsky re motion to compel	0.2	\$75.00
44913	9/8/2017	JFM	P	Check on status of motion to compel	0.1	\$37.50
45541	9/18/2017	JFM	P	Follow-up on status of motion to compel discovery production by Weiser	0.2	\$75.00
48039	10/12/2017	JFM	P	Telephone conference with Discovery Commissioner's office re pending motion to compel production of documents	0.2	\$75.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
49048	10/31/2017	JFM	P	Review discovery commissioner's recommendation on motion to compel	0.5	\$187.50
49681	11/1/2017	JFM	P	Telephone call and email to Weiser's counsel re scheduling depositions	0.2	\$75.00
50265	11/9/2017	JFM	P	Telephone call to Weiser's counsel re depqosition scheduling and document production	0.1	\$37.50
50562	11/15/2017	JFM	P	Review Weiser's updated responses to request for production of documents; Telephone conference with Weiser's counsel re depositions	0.4	\$150.00
51315	11/28/2017	JFM	P	Email T. Skarpelos re [REDACTED]	0.2	\$75.00
52265	12/5/2017	CTL	P	Conference with John Murtha re foreign witness subpoena issue and compelling witness to testify issue	0.2	\$30.00
52460	12/5/2017	JFM	P	Assignment to associate to research process for obtaining service of process in Greece and the Bahamas	0.2	\$75.00
52436	12/7/2017	CTL	P	Research regarding NRS requirements for foreign depositions, Hague Convention treaty re foreign service of depositions and compelling testimony; Begin drafting memo re same; Email John Murtha re citizenship of witnesses	2.5	\$375.00
52508	12/8/2017	CTL	P	Research regarding Hague convention requirements and NRS 28 re foreign depositions; Revise memo re same	1.7	\$255.00
52615	12/11/2017	CTL	P	Research regarding Hague Evidence convention and contracting countries to the same; Research regarding NRCP and federal rules conjunction arguments; Research regarding NRCP compelling testimony of a party or party representative to forum state; Review and revise memo re all of same	3.2	\$480.00
52948	12/11/2017	JFM	P	Review Weiser's first interrogatories and request for production and email to T. Skarpelos re [REDACTED] Email to Weiser's counsel re discovery cutoff for depositions; Emails from and to T. Skarpelos; Begin detail analysis of all documents produced in preparation for deposition planning	4.5	\$1,687.50
52705	12/12/2017	CTL	P	Review and revise memo re foreign jurisdictions domesticating subpoenas for depositions and compelling testimony re same; Email John Murtha re same	1.2	\$180.00
52956	12/12/2017	JFM	P	Emails from and to T. Skarpelos re [REDACTED] Review memo from associate re compelling attendance of parties and witnesses when they live out of the country; Prepare stipulation to extend deposition deadline and email to counsel re same; Emails from and to A. Walker re original of stock certificate 753 and role of Primoris Group; Continued review of all documents produced by Weiser defendants to prepare exhibit binders	3.2	\$1,200.00
52967	12/13/2017	JFM	P	Work on document organization and review in preparation for conference with client, preparation of discovery responses and preparation exhibits; Review all pleadings in preparation in preparation for telephone conference with client and B. Pinsky; Review/analyze recent discovery requests in preparation for conference with client and B. Pinsky; Emails from and to A. Walker re production of stock certificate #753	4.0	\$1,500.00
53069	12/14/2017	JFM	P	Prepare for and telephone conference with T. Skarpelos; Work on third request for production of documents; Emails to and from A. Walker re discrepancies on power of attorney; Begin work on requests for admission addressing the failure of Weiser to pay for shares of stock	6.0	\$2,250.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
53074	12/15/2017	JFM	P	Prepare requests for admission to Weiser Asset and Weiser Bahamas	3.5	\$1,312.50
53155	12/18/2017	JFM	P	Continued work on trial discovery; Email to opposing counsel re depositions	2.0	\$750.00
53840	1/2/2018	JFM	P	Review file and email to T. Skarpelos re [REDACTED]	0.2	\$75.00
54146	1/3/2018	JFM	P	Emails from and to T. Skarpelos re [REDACTED]	0.1	\$37.50
54273	1/5/2018	JFM	P	Telephone conference with Weiser's counsel re deposition issues	0.2	\$75.00
54435	1/8/2018	JFM	P	Emails to and from T. Skarpelos and Weiser's counsel re responses to discovery requests; Review T. Skarpelos' responses to the discovery requests	0.5	\$187.50
55047	1/10/2018	JFM	P	Emails to T. Skarpelos re [REDACTED]	0.2	\$75.00
55052	1/11/2018	JFM	P	Review file and documents supportive answers to interrogatories; Draft responses to answers to interrogatories and incorporate client's answers and information; Research requirement that answers be signed under oath when client resides outside the U.S.	3.5	\$1,312.50
55059	1/12/2018	JFM	P	Emails from T. Skarpelos; Formalize responses to requests for production; Letter to all counsel re discovery responses; Email to T. Skarpelos	2.5	\$937.50
55071	1/16/2018	JFM	P	Emails to and from Weiser's counsel re discovery responses and deposition scheduling	0.2	\$75.00
55608	1/23/2018	JFM	P	Emails from and to J. Nork re discovery response and deposition scheduling	0.2	\$75.00
55796	1/25/2018	JFM	P	Email to T. Skarpelos re [REDACTED]	0.1	\$37.50
56073	1/29/2018	JFM	P	Emails to and from B. Pinsky re [REDACTED]	0.3	\$112.50
56092	1/30/2018	JFM	P	Emails to and from B. Pinsky and Mr. Latrous re [REDACTED]	0.3	\$112.50
56102	1/31/2018	JFM	P	Emails from Canadian counsel re [REDACTED] Emails from and to Weiser's counsel re discovery response	0.5	\$187.50
56813	2/2/2018	JFM	P	Emails from and to T. Skarpelos re [REDACTED]; Email to latrous re Boutsalis deposition	0.2	\$75.00
56864	2/5/2018	JFM	P	Telephone call to Weiser's counsel re deposition scheduling; Email to T. Skarpelos re [REDACTED]	0.2	\$75.00
56953	2/6/2018	JFM	P	Emails from and to T. Skarpelos; Telephone call to Weiser's counsel re depositions; Review Weiser's responses to third request for production of documents and first requests for admission	0.7	\$262.50
57044	2/7/2018	JFM	P	Telephone call to J. Nork re scheduling deposition; Email from and telephone call to A. Walker re deposition scheduling	0.2	\$75.00
57224	2/8/2018	JFM	P	Telephone;hone conference with J. Nork re deposition and trial issues; Email to T. Skarpelos re [REDACTED]; Email to Ms. Georgiadou re depositions	0.7	\$262.50
57280	2/12/2018	JFM	P	Emails from and to T. Skarpelos; Email to Weiser's counsel	0.2	\$75.00
57526	2/13/2018	JFM	P	Emails from and to Weiser's counsel re prior answers to interrogatories	0.2	\$75.00
57539	2/14/2018	JFM	P	Review Weiser's objections to Skarpelos' answers to interrogatories; Email to Skarpelos; Consult with G. Barnard re Bahamian counsel	0.4	\$150.00
57504	2/15/2018	CTL	P	Conference with John Murtha re responses to requests for production and sufficiency of same	0.2	\$30.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
57797	2/15/2018	JFM	P	Assignment to Colton T. Loretz re objections to Weiser's responses to requests for admission	0.2	\$75.00
57773	2/20/2018	CTL	P	Review requests for production re those which are blatantly nonresponsive	0.3	\$45.00
57774	2/20/2018	CTL	P	Review requests for admission responses from Weiser (40 responses with objections) (1.0); Draft memo to John Murtha re review of same re nonresponsiveness to the Requests for Admission, draft summary of nonresponsiveness for each Request identified, and authority re NRCP 36 as to why they were in violation of Nevada Rules of Civil Procedure (2.5); Email same to John Murtha (.1)	3.6	\$540.00
57799	2/20/2018	JFM	P	Emails from and to T. Skarpelos and A. Georgiadou	0.5	\$187.50
57779	2/21/2018	CTL	P	Email from John Murtha re drafting a meet and confer letter to opposing counsel re nonresponsiveness of Requests for Admission	0.1	\$15.00
57780	2/21/2018	CTL	P	Review template meet and confer letter (.3); Draft meet and confer letter to opposing counsel Jeremy Nork re nonresponsiveness of thirteen particular Requests for Admission, draft summary of nonresponsiveness for each Response identified, and NRCP 36 authority as to why they were in violation of Nevada Rules of Civil Procedure (1.6); Email same to John Murtha (.1)	2.0	\$300.00
57811	2/21/2018	JFM	P	Review associate's memo re objections to Weiser's responses to requests for admission and assignment to Colton T. Loretz to draft meet and confer demand letter	0.2	\$75.00
57857	2/22/2018	JFM	P	Email to T. Skarpelos re [REDACTED]; Work on discovery dispute issues	4.0	\$1,500.00
57941	2/23/2018	JFM	P	Return call to A. Walker; Telephone call to J. Nork re discovery disputes and deposition scheduling; Email to T. Skarpelos; Two letters to Weiser's counsel re discovery issues; Multiple emails to Weiser's counsel re discovery issues and deposition exhibits; Work on deposition agreement	5.0	\$1,875.00
58237	2/26/2018	JFM	P	Finish stipulation re out of country depositions and email to Weiser counsel re same; Emails from and to A. Georgiadou; Emails from and to T. Skarpelos; Emails from and to Weiser counsel re Greece depositions; Telephone call to J. Nork re Greece depositions; Work on agenda for phone conference on Wed. 2/28/18; Analysis of complaint and counterclaimant to determine if it is possible to file a successful motion for summary judgment. Analysis of discovery productions to determine if Nikolaos Pentafronimos has been identified as a witness	2.2	\$825.00
58242	2/27/2018	JFM	P	Review all documents produced in discovery to ensure versions produced by Weiser match those produced by other parties and make final selection of documents for deposition exhibits; Email to Weiser's counsel re missing documents in Weiser's production	2.3	\$862.50
58891	2/28/2018	JFM	P	Prepare for phone conference with T. Skarpelos, A. Georgiadou and B. Pinsky; Telephone conference with T. Skarpelos, A. Georgiadou and B. Pinsky re [REDACTED] Prepare notices to take deposition (5) and list of questions for persons most knowledgeable with exhibits	5.5	\$2,062.50
59059	3/1/2018	JFM	P	Telephone call from J. Nork re depositions issues (timing, location, court reporter in Greece and the Bahamas, extending discovery, and stipulation); Work on updating witness list and documents selected for use at trial	0.8	\$300.00
59066	3/2/2018	JFM	P	Emails from and to Weiser's counsel re deposition exhibits; Work on motion for summary judgment	1.5	\$562.50

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
59073	3/5/2018	JFM	P	Several emails from and to T. Skarpelos re [REDACTED] Work on motion for summary judgment	3.2	\$1,200.00
58994	3/6/2018	CTL	P	Conference with John Murtha re drafting summary judgment portions re standard of review, contract claim elements, and good faith and fair dealing claims and preclusion of same by plaintiff	0.2	\$30.00
59076	3/6/2018	JFM	P	Email to Weiser's counsel re deposition issues; Assignment to CLT re drafting portions of motion for summary judgment re (1) standard for summary judgment; (2) elements of a breach of contract; and (3) elements of claim for breach of the covenant of good faith and fair dealing; Work on motion for summary judgment	3.0	\$1,125.00
59148	3/7/2018	JFM	P	Work on motion for summary judgment affidavits and exhibits	5.0	\$1,875.00
59159	3/8/2018	CTL	P	Research re standard of review for summary judgment; Draft standard of review section for motion for summary judgment; Research re breach of contract claim; Draft section of motion for summary judgment re same; Research re good faith and fair dealing and preclusion of plaintiff of asserting same if plaintiff is in breach of contract; Draft section of motion for summary judgment re same; Email all of same to John Murtha for review	3.1	\$465.00
59160	3/8/2018	CTL	P	Email exchange with John Murtha re supplemental research on party's nonperformance or default in a contract and inability to claim breach of contract against other party when party has not fully performed themselves; Research re same; Draft notes re same	1.0	\$150.00
59479	3/8/2018	JFM	P	Emails to T. Skarpelos and A. Georgiadou re [REDACTED] Work on motion for summary judgment and affidavit of J. Murtha in support of motion; Conference with associate re further research on breach of covenant of good faith and fair dealing issues	4.0	\$1,500.00
59256	3/9/2018	CTL	P	Email exchange with John Murtha re additional research re breaching party claiming breach of contract claim	0.3	\$45.00
59257	3/9/2018	CTL	P	Supplemental research for John Murtha re motion to dismiss, namely on contractual claims and defense that breaching party cannot claim breach of contract against the other performing party	1.2	\$180.00
59258	3/9/2018	CTL	P	Draft email summary of findings to John Murtha re suppl research on contractual defense that breaching party cannot assert breach of contract claim	0.3	\$45.00
59490	3/9/2018	JFM	P	Emails from and to A. Georgiadou and T. Skarpelos; Finalize Skarpelos affidavit in support of motion for summary judgment based upon comments from Mr. Skarpelos; Email to J. Nork re his clients' intentions to show for their noticed depositions; Finalize Murtha affidavit in support of motion for summary judgment; Review/edit motion for summary judgment and email to T. Skarpelos	2.5	\$937.50
59585	3/12/2018	JFM	P	Emails from and to T. Skarpelos; Modify motion for summary judgment based on client's comments; Email to T. Skarpelos re [REDACTED]; Finalize motion for summary judgment, Murtha affidavit; and exhibits and supervise filing re same; Email to A. Walker re motion for summary judgment	4.2	\$1,575.00
59591	3/13/2018	JFM	P	Emails from and to T. Skarpelos re [REDACTED] Telephone call to J. Nork re deposition scheduling	0.3	\$112.50
59782	3/14/2018	JFM	P	Telephone call to J. Nork re deposition scheduling; Another call to J. Nork re depositions; Email from J. Nork re difficulty reaching clients	0.3	\$112.50
59858	3/15/2018	JFM	P	Work on Weiser witnesses' deposition outline	5.0	\$1,875.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
59863	3/16/2018	JFM	P	Emails to and from J. Nork re clients' attendance at scheduled depositions; Email to T. Skarpelos re sale of stock; Review all discovery to determine if any motions in limine are appropriate and likely to prevail; Begin drafting first motion in limine	5.0	\$1,875.00
59868	3/19/2018	JFM	P	Work on motion in limine re proposed evidence of payment by Weiser; Review/edit same	4.5	\$1,687.50
59875	3/20/2018	JFM	P	Review/edit motion in limine; Prepare Murtha affidavit in support of motion in limine; Telephone call to Weiser's counsel re depositions	2.5	\$937.50
59929	3/21/2018	JFM	P	Emails from and to Weiser's counsel re depositions	0.2	\$75.00
60149	3/22/2018	JFM	P	Review/edit motion in limine; Prepare Murtha affidavit in support of motion in limine; Telephone call to Weiser's counsel re depositions	2.5	\$937.50
60158	3/23/2018	JFM	P	Telephone call to J. Nork re deposition scheduling	0.1	\$37.50
60163	3/26/2018	JFM	P	Telephone call to and emails to and from J. Nork re stipulation to extend time to take depositions; Email to T. Skarpelos re [REDACTED]	0.6	\$225.00
60251	3/27/2018	JFM	P	Work on stipulation to extend time to take depositions and emails to counsel re same; Emails to and from Weiser's counsel re discovery issues and motion for summary judgment	0.8	\$300.00
61855	4/3/2018	JFM	P	Email to client re trial continuance issue; Emails from and to Weiser's counsel re deposition scheduling and responses to our pending motions	0.5	\$187.50
61873	4/4/2018	JFM	P	Email to client; Emails from and to Weiser's counsel re trial scheduling	0.2	\$75.00
61885	4/5/2018	JFM	P	Emails from and to T. Skarpelos; Prepare/finalize stipulation to continue trial and order; Emails to all counsel; Emails from and to A. Walker	0.9	\$337.50
61904	4/10/2018	JFM	P	Emails from and to court re continued trial date	0.2	\$75.00
61978	4/11/2018	JFM	P	Emails to and from all counsel re trial setting conference; Telephone conference with court re trial setting	0.3	\$112.50
62097	4/12/2018	JFM	P	Attend trial setting	0.2	\$75.00
62109	4/13/2018	JFM	P	Review opposition to motion for summary judgment opposition to motion in limine, Livadas affidavit and LaForge affidavit; Assignment to associate to research; Parol evidence rule, inability of litigant to create a conflict of fact in an affidavit that contradicts the record, the best evidence rule and the requirement that affidavits contain only admissible evidence; Email to T. Skarpelos re [REDACTED] Begin work on replies in support of motion for summary judgment and motion in limine	3.0	\$1,125.00
62162	4/13/2018	CTL	P	Conference with John Murtha re research on five issues for motion for summary judgment (best evidence rule, Nevada adverse inference presumption, prohibition of relying upon hearsay in affidavit, parol evidence rule, and not relying upon own created disputes of fact to defeat M4SJ)	0.3	\$45.00
62210	4/16/2018	CTL	P	Research re best evidence rule in Nevada	1.3	\$195.00
62211	4/16/2018	CTL	P	Draft sections of research memo re introduction and best evidence rule section	0.7	\$105.00
62271	4/16/2018	JFM	P	Email to J. Nork re replies in support of motion for summary judgment and motion in limine	0.2	\$75.00
62522	4/17/2018	CTL	P	Research re best evidence rule codified in Nevada Revised Statutes; Review and revise memo section re best evidence rule	0.6	\$90.00
62523	4/17/2018	CTL	P	Research re adverse inference re nonproduction of document in	1.5	\$225.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				discovery; Draft section of memo re same		
62524	4/17/2018	CTL	P	Research re adverse presumption re willful intention destruction of document requested in production; Draft section of memo re same	0.6	\$90.00
62525	4/17/2018	CTL	P	Research re evidentiary issue of opposing party's affidavit in support of contract terms re lack of personal knowledge of affiant	0.5	\$75.00
62526	4/17/2018	CTL	P	Research re evidentiary issue of opposing party's affidavit in support of contract terms re opinion on ultimate issue	0.4	\$60.00
62633	4/22/2018	CTL	P	Research sham affidavit rule; Draft section of memo re same; Review and revise memo sections re NV parol evidence rule and self-created issues of fact	1.2	\$180.00
62778	4/23/2018	JFM	P	Review associate's email memo on legal issues to be included in replies in support of motion for summary judgment and motion in limine	0.2	\$75.00
62861	4/23/2018	CTL	P	Review and revise memo re supplemental research on motion for summary judgment; Email same to John Murtha for review	0.3	\$45.00
62984	4/25/2018	JFM	P	Work on reply in support of motion for summary judgment	6.0	\$2,250.00
63041	4/25/2018	CTL	P	Conference with John Murtha re supplemental research on CA parol evidence rule authority	0.1	\$15.00
63042	4/25/2018	CTL	P	Research re CA authority on parol evidence rule re motion for summary judgment	1.5	\$225.00
63043	4/25/2018	CTL	P	Draft memo re supplemental research on CA parol evidence rule authority	0.6	\$90.00
63751	4/25/2018	SHH	P	Conference with J. Murtha regarding contract claims and analyze and annotate discovery responses regarding same	0.4	\$116.00
63027	4/26/2018	CTL	P	Review and revise memo re California parol evidence rule authority; Email same to John Murtha	0.2	\$30.00
63371	4/26/2018	JFM	P	Work on reply in support of motion for summary judgment and affidavit of John Murtha in support of reply	8.0	\$3,000.00
63750	4/26/2018	SHH	P	Continue to analyze and annotate discovery regarding contract claims and follow up with J. Murtha regarding same	0.8	\$232.00
63383	4/27/2018	JFM	P	Finalize reply in support of motion for summary judgment and affidavit in support; Work on reply in support of motion in limine to limit documents Weisers can present at trial	5.0	\$1,875.00
63818	4/30/2018	JFM	P	Work on deposition stipulation and email to attorneys for NATCO and Weiser	0.5	\$187.50
69828	7/24/2018	JFM	P	Emails from and to T. Skarpelos	0.1	\$37.50
71219	8/8/2018	DWA	P	Conference with John Murtha regarding case; Telephone conference with Bernard Pinsky regarding same	0.5	\$175.00
71234	8/8/2018	JFM	P	Telephone conference with B. Pinsky and D. Anderson; Conference with D. Anderson; Email to T. Skarpelos; Email from B. Pinsky	1.0	\$375.00
71480	8/10/2018	JFM	P	Emails from and to B. Pinsky	0.1	\$37.50
71493	8/13/2018	JFM	P	Emails from and to T. Skarpelos, D. Anderson and B. Pinsky	0.1	\$37.50
71691	8/16/2018	DWA	P	Begin review of file for telephone conference with client	1.5	\$525.00
71836	8/17/2018	JFM	P	Conference with D. Anderson; Telephone conference with T. Skarpelos, B. Pinsky and D. Anderson; Further conference with D. Anderson	0.7	\$262.50
72359	8/17/2018	DWA	P	Telephone conference with John Murtha and client regarding case and scheduling depositions; Continue review of file	1.5	\$525.00
72438	8/23/2018	DWA	P	Telephone conference with Jeremy Nork regarding case and depositions; Draft confirming email to Jeremy Nork; Email to client	0.5	\$175.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				regarding same		
72903	8/29/2018	DWA	P	Conference with John Murtha regarding depositions; Email with Jeremy Nork regarding same	0.2	\$70.00
73090	8/31/2018	DWA	P	Email to Jeremy Nork regarding depositions	0.2	\$70.00
73658	9/5/2018	DWA	P	Email to Jeremy Nork regarding deposition schedule; Email to client regarding [REDACTED]	0.2	\$70.00
73996	9/7/2018	DWA	P	Emails exchange with Jeremy Nork regarding scheduling depositions; Email to client regarding [REDACTED]; Conference regarding logistics	0.4	\$140.00
74236	9/11/2018	JFM	P	Conference with D. Anderson re deposition strategy with Livadas	0.2	\$75.00
74344	9/13/2018	DWA	P	Continue working on deposition logistics	0.2	\$70.00
74414	9/14/2018	DWA	P	Conference with John Murtha regarding deposition notices to Weiser entities; Work on same; Conference regarding travel arrangements	0.6	\$210.00
74655	9/17/2018	DWA	P	Continue working on deposition arrangements and notices	0.5	\$175.00
74617	9/18/2018	DWA	P	Finalize deposition notices; Review emails regarding deposition location and arrangements; Conference with John Murtha regarding same; Draft email to client regarding [REDACTED]	1.0	\$350.00
74717	9/18/2018	JFM	P	Review Rule 30(b)(6) demands and add categories of examination; Conference with D. Anderson re same	0.2	\$75.00
75805	9/19/2018	DWA	P	Continue work on file review and preparation for depositions	2.2	\$770.00
74999	9/20/2018	JFM	P	Search files and emails for information about Weiser ever wanting to depose Anavex Life Sciences and email to D. Anderson	0.3	\$112.50
75813	9/20/2018	DWA	P	Email exchange with opposing counsel regarding NRCP 30(b)(6) deposition of Avanex; Conference with John Murtha regarding same; Email with client regarding [REDACTED]; Continue work on arrangements for Athens depositions; Continue review of case documents	1.5	\$525.00
75176	9/25/2018	DWA	P	Continue work on deposition logistics	0.2	\$70.00
75328	9/26/2018	DWA	P	Review notices of deposition; Email to client regarding same; Email with Jeremy Nork regarding possible need for interpreter	0.3	\$105.00
75483	9/27/2018	DWA	P	Review contract with Hilton Athens regarding depositions; Emails with Jeremy Nork regarding schedule for depositions and related issues	0.4	\$140.00
75757	9/27/2018	JFM	P	Email to D. Anderson re organization of Skarpelos files	0.2	\$75.00
75795	9/28/2018	DWA	P	Emails with client regarding [REDACTED]; Continue work on arrangements	0.3	\$105.00
75826	9/30/2018	DWA	P	Continue review of file	1.0	\$350.00
75964	10/2/2018	DWA	P	Review notice of deposition for Anavex; Conference with John Murtha regarding same; Draft email to Jeremy Nork; Continue work on deposition logistics	1.0	\$350.00
76382	10/8/2018	DWA	P	Work on deposition exhibits and other logistical arrangements for Athens	0.5	\$175.00
76723	10/11/2018	DWA	P	Telephone conference with court reporter regarding exhibits; Emails with Jeremy Nork regarding same and other deposition issues	0.3	\$105.00
76910	10/12/2018	DWA	P	Conference regarding delivery of documents to client; Continue work on deposition preparation	0.8	\$280.00
77290	10/19/2018	DWA	P	Assemble exhibits for trip to Athens; Continue work on deposition preparation; Travel from Reno to San Francisco	4.2	\$1,470.00
77289	10/20/2018	DWA	P	Trip from San Francisco to New York; Continue work on deposition preparation	7.5	\$2,625.00
77834	10/21/2018	DWA	P	Travel from New York to Athens; Continue preparing for depositions	10.0	\$3,500.00
77835	10/22/2018	DWA	P	Continue preparing for depositions; Extended meeting with client to	8.2	\$2,870.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				review deposition exhibits; Continue preparing for deposition of Christos Livadas		
77836	10/23/2018	DWA	P	Finish preparing for deposition of Christos Livadas; Take deposition of Christos Livadas; Meeting with Tom regarding [REDACTED]; Brief meeting with Lambros regarding his deposition	9.5	\$3,325.00
77597	10/24/2018	DWA	P	Finish preparing for second day of depositions; Meeting with client prior to his deposition; Attend depositions of Tom, Lambros and Nicholas; Brief meeting with client after conclusion of depositions	9.4	\$3,290.00
78042	10/24/2018	JFM	P	Review Anavex subpoena and emails to and from D. Anderson re same; Emails from and to court clerk and counsel re continued pre-trial hearing	0.4	\$150.00
77833	10/27/2018	DWA	P	Return trip from Athens to Reno (via Amsterdam and San Francisco)	22.0	\$7,700.00
77941	10/29/2018	DWA	P	Brief meeting with John Murtha regarding depositions; Review subpoena to Anavex and review docket regarding discovery deadlines; Draft email to client regarding same	0.6	\$210.00
78651	10/29/2018	JFM	P	Conference with D. Anderson re results of depositions and rescheduling of pre-trial conference	0.2	\$75.00
78668	10/30/2018	JFM	P	Emails from and to court assistant re pretrial conference on November 13th	0.2	\$75.00
78106	10/31/2018	DWA	P	Email to client regarding Anavex subpoena	0.2	\$70.00
78968	11/5/2018	JFM	P	Telephone conference with court clerk and meeting with Dane Anderson re pretrial conference with client	0.6	\$225.00
80692	11/5/2018	DWA	P	Telephone conference with Anavex's counsel regarding subpoena served by Weiser; Brief research regarding same; Conference with John Murtha regarding same; Draft objection to subpoena and email same to Anavex's client; Email to client regarding same	1.5	\$525.00
79157	11/6/2018	JFM	P	Emails from and to court clerk and conference with Dane Anderson re pretrial conference	0.2	\$75.00
80699	11/6/2018	DWA	P	Emails regarding pretrial conference; Conference with John Murtha regarding same	0.4	\$140.00
79728	11/16/2018	DWA	P	Review Weiser's response to objection to subpoena served on Anavex	0.2	\$70.00
80504	11/28/2018	JFM	P	Emails from and to A. Walker, T. Skarpelos and Dane Anderson re NATCO dismissal	0.3	\$112.50
80810	11/29/2018	JFM	P	Email to J. Nork re dismissal of NATCO from the litigation	0.1	\$37.50
81233	12/3/2018	JFM	P	Emails from and to T. Skarpelos, Weiser's counsel and A. Walker re NATCO's proposed motion for dismissal and email to A. Walker re same	0.5	\$187.50
81356	12/5/2018	JFM	P	Emails from and to A. Walker re NATCO dismissal; Review NATCO's motion to dismiss	0.4	\$150.00
81388	12/6/2018	DWA	P	Conference with John Murtha regarding pretrial conference; Brief review of file in preparation for same	0.9	\$315.00
81599	12/6/2018	JFM	P	Emails from and to A. Walker; Prepare for pretrial conference to be held on December 7; Conference with D. Anderson re same	1.0	\$375.00
81512	12/7/2018	DWA	P	Trip to court to attend pretrial conference; Brief research regarding burden of proof and conference with associate regarding same; Work on pretrial disclosures	2.5	\$875.00
81528	12/7/2018	CTL	P	Conference with Dane Anderson re burden of proof research issue	0.2	\$30.00
81606	12/7/2018	JFM	P	Attend pre-trial conference	1.0	\$375.00
81688	12/10/2018	DWA	P	Work on pretrial disclosures	0.5	\$175.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
81867	12/11/2018	JFM	P	Assist D. Anderson with pre-trial disclosures and ensuring all documents and witnesses we intend to rely upon have been disclosed in 16.1 reports; Work on NATCO motion for discharge; Email to T. Skarpelos re court's direction that we suggest a settlement conference	1.8	\$675.00
81906	12/11/2018	DWA	P	Work on pretrial disclosures; Conference with John Murtha regarding various pretrial issues; Telephone conference with Alex Walker regrading same; Draft email to client regarding pretrial disclosures	1.4	\$490.00
82210	12/19/2018	CTL	P	Research on burden of proof issue re interpleader action	0.2	\$30.00
82627	12/21/2018	JFM	P	Emails from and to T. Skarpelos and J. Nork re Weiser's offer	0.3	\$112.50
82732	12/26/2018	CTL	P	Research re which party holds burden of proof in interpleader action; Draft memo re findings of same; Email same to Dane Anderson for review	2.0	\$300.00
83340	1/2/2019	JFM	P	Email to T. Skarpelos	0.3	\$112.50
83347	1/3/2019	JFM	P	Review associate's memo on burden of proof	0.2	\$75.00
83438	1/7/2019	JFM	P	Emails from and to T. Skarpelos; Conference with D. Anderson re trial preparation and trial evidentiary issues	0.3	\$112.50
83499	1/8/2019	DWA	P	Finish objections to Weiser's pretrial disclosures; Continue work on trial statement	1.5	\$525.00
83638	1/9/2019	DWA	P	Conference with John Murtha to review and finalize objections to Weiser's pretrial disclosures; Work on pretrial statement	2.3	\$805.00
84355	1/9/2019	JFM	P	Conference with D. Anderson re possible objections to trial exhibits	0.3	\$112.50
83634	1/10/2019	DWA	P	Emails with Court regarding exhibit marking and timing to submit proposed judgments; Work on trial statement and proposed judgment	2.0	\$700.00
83797	1/11/2019	DWA	P	Finalize objections to Weiser's pretrial disclosures and file same; Work on trial statement and proposed judgment	1.0	\$350.00
84382	1/11/2019	JFM	P	Emails from and to A. Walker re scheduling of trial testimony	0.2	\$75.00
83849	1/14/2019	DWA	P	Brief conference with John Murtha regarding trial statement and proposed judgment; Emails with court and counsel regarding trial exhibit marking; Work on trial notebook; Review Lambros' deposition	2.6	\$910.00
84388	1/14/2019	JFM	P	Conference with D. Anderson re trial and exhibit issues	0.2	\$75.00
84154	1/15/2019	DWA	P	Review deposition transcripts and continue work on trial statement and proposed judgment	2.7	\$945.00
84401	1/15/2019	JFM	P	Conferences with D. Anderson re trial issues and meeting with client	0.3	\$112.50
85133	1/16/2019	DWA	P	Work on various pretrial issues and continue review of deposition testimony for trial statement and witness outlines	2.5	\$875.00
84048	1/17/2019	DWA	P	Finish drafting findings of fact, conclusions of law and proposed judgment; Email to client regarding same; Continue work on trial statement and related issues; Conferences with John Murtha regarding trial	4.5	\$1,575.00
84415	1/17/2019	JFM	P	Review/edit proposed findings of fact and conclusions of law; Conference with D. Anderson	0.5	\$187.50
84139	1/18/2019	DWA	P	Work on trial statement; Work on exhibit list; Emails with court regarding same; Emails with Alex Walker regarding trial and testimony; Work on witness outlines	4.2	\$1,470.00
84425	1/18/2019	JFM	P	Conferences with D. Anderson re pretrial statement and evidentiary issues	0.5	\$187.50
84160	1/20/2019	DWA	P	Finish drafting trial statement; Email to John Murtha for comment	3.5	\$1,225.00
84186	1/21/2019	SJA	P	Continued review of summary judgment pleadings for case background; Review draft Trial Statement from Dane Anderson; Conference with Dane Anderson re trial strategy and direct on Alex	5.9	\$1,770.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				with NATCO; Telephone conference with Dane Anderson, John Murtha and Alex re trial testimony; Work on proposed edits and citations within draft trial statement; Work on research re illegality of broker/investment representative self-dealing, etc.		
84432	1/21/2019	JFM	P	Review/edit trial statement; Participate in telephone conference with A. Walker re trial testimony	0.9	\$337.50
85131	1/21/2019	DWA	P	Telephone conference with Alex Walker regarding his trial testimony; Continue work on trial statement and proposed judgment; Work on Livadas' testimony;	4.7	\$1,645.00
84190	1/22/2019	SJA	P	Telephone call with Tom Skarpelos with Dane Anderson;	0.5	\$150.00
84319	1/22/2019	DWA	P	Continue trial preparation; Telephone conference with client regarding trial; Work on outline for direct examination of client; Email to John Murtha regarding same; Begin work on outline for Lambros' testimony	4.5	\$1,575.00
84436	1/22/2019	JFM	P	Telephone conference with T. Skarpelos, Lambros Pentafronimos, D. Anderson and S. Adams	0.2	\$75.00
85129	1/23/2019	DWA	P	Finish drafting, revising and finalizing trial statement and proposed judgment; Review Weiser's trial statement and proposed judgment; Begin review of Weiser trial exhibits and consider withdrawing objections to certain exhibits; Continue various trial preparation	6.7	\$2,345.00
85286	1/23/2019	JFM	P	Review/edit trial statement and proposed findings of fact and conclusions of law; Conference with D. Anderson; Review Weiser's exhibit list and assist D. Anderson in determining what objections can be made as to timeliness of productions	1.2	\$450.00
85572	1/23/2019	SJA	P	Continued review of Bahamas securities regulations re illegality portion of Dane Anderson's trial brief; Draft argumentative portion re same; Email same along with regs to Dane Anderson; Conference with Dane Anderson re task of compiling chart tracking opposition's trial exhibits, exhibit number during deposition; objections thereto and timing of production; Work on table; Incorporate objections to pretrial disclosures previously filed.	5.9	\$1,770.00
84488	1/24/2019	SJA	P	Email from Dane Anderson re research project for presumption of an adverse inference for documents not produced by party; Research same; Draft memorandum on findings; Conference with Dane Anderson re researching choice of law issue involving use of CA law provision in PSA; Begin research on same; Telephone call from Alex Walker with NATCO re anticipated testimony at witness and his research of NATCO's records.	5.8	\$1,740.00
85128	1/24/2019	DWA	P	Emails with Jeremy Nork regarding exhibits; Continue review of Weiser's exhibits; Conference with John Murtha regarding exhibits to which we may stipulate; Trip to court to attend exhibit marking with Court clerk and counsel; Work on various evidentiary issues for exhibits to which we object	6.2	\$2,170.00
85294	1/24/2019	JFM	P	Review Weiser's trial statement; Review emails relating to intention to depose Boutsalis, Daniels and Souros and conference with D. Anderson re same	0.7	\$262.50
85127	1/25/2019	DWA	P	Meeting with clients to review exhibits and generally discuss testimony and course of trial; Email to Court regarding stipulated exhibits; Meeting with Seth Adams regarding trial themes and examination of Alex Walker; Review exhibits for use in examinations of various witnesses	7.0	\$2,450.00
85248	1/25/2019	SJA	P	Meeting with Dane Anderson, John Murtha, Tom Skarpelos and Lambros P. re [REDACTED]	4.4	\$1,320.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				Conference with Dane Anderson re same and needed research for several issues at trial (Choice of law provision, etc.)		
85318	1/25/2019	JFM	P	Meeting with T. Skarpelos, Lambros Pentafronimos, D. Anderson and S. Adams re [REDACTED]	2.0	\$750.00
85126	1/26/2019	DWA	P	Work on outline for cross-examination of Christos Livadas; Work on Skarpelos' examination; Prepare a brief opening statement in the event I elect to give one; Prepare a mock cross-examination of Tom Skarpelos	8.0	\$2,800.00
85245	1/26/2019	SJA	P	Continued work on research projects for Dane Anderson associated with Skarpelos trial (CA Choice of Law Provision, investigation of Vermont; SEC Rule 144 re restricted stock; Primordis relationship and BizX email usage); Conference with Dane Anderson re same; Email to Alex Walker with NATCO re topics for direct examination and re Weiser's trial exhibit involving correspondence from Tiffany with NATCO; Review draft outline for cross examination of Christos Livadas;	6.9	\$2,070.00
85125	1/27/2019	DWA	P	Meeting with Tom Skarpelos to prepare him for both direct and cross-examination; Continue preparing for cross-examination of Christos Livadas; Revise outline to prepare a voir dire section regarding his lack of knowledge of WAM's records during the relevant time frame; Telephone conference with John Murtha regarding stipulating to exhibits regarding cancelled stock certificates; Draft email to court regarding same	8.5	\$2,975.00
85242	1/27/2019	SJA	P	Attend conference with Dane Anderson, Tom and Lambros with mock direct and cross of Tom; Continued work on research tasks for Dane Anderson associated with trial (primarily business records exception to hearsay rule and cases interpreting same); Work on summary of case law on Business Record exception and requirements for applicability of same; Emails to/from Alex re outline for direct and telephone call with him to discuss anticipated direct exam topics, presentment, etc.; Continued work on outline for Alex Walker	15.1	\$4,530.00
85124	1/28/2019	DWA	P	Finish preparing for trial; Attend first day of trial, examination of Christos Livadas; Review his deposition transcript regarding surprise testimony raising a new legal theory; Revise cross-examination outline; Prepare objection to any additional evidence or argument raising a new theory not previously raised in Weiser's pleadings; Continue work on outline for direct examination of Tom Skarpelos	13.5	\$4,725.00
85236	1/28/2019	SJA	P	Pre-trial meeting with Dane Anderson, Tom and Lambros; Attend Day 1 of trial and assist Dane Anderson with Direct of Cristos Livadas; Emails to/from Alex Walker re status of trial and his anticipated testimony (timing); Emails from/to Dane Anderson re NATCO's receipt of executed PSA and stock power; Email to Alex re same; Emails from/to Dane Anderson re locating portion of Livadas' deposition re PSA applying to April transaction contrary to trial testimony; Review emailed copy of revised outline of Christos Livadas per Dane Anderson; Telephone call with Dane Anderson re same and re miscellaneous issues pertaining to trial; Work on outline of takeaways from notes from Livadas testimony	15.7	\$4,710.00
85335	1/28/2019	JFM	P	Conference with D. Anderson; Review clerk's minutes	0.5	\$187.50
84775	1/29/2019	SJA	P	Continued research re NRCP 15(b) waiver (Westlaw) and cases interpreting same; Travel to office to print materials for trial and travel to meet up with Dane, Tom and Lambros to discuss case; Attend trial;	12.3	\$3,690.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
				Misc. reporting and research projects; Research re NRCP 52(c) JMOL; Emails to/from Alex Walker re status of trial and timing of his anticipated testimony; Telephone call with Alex re when NATCO received executed PSA and stock power; Conference with Dane Anderson re same; Additional emails to/fro Alex and conference with Alex and Dane Anderson at NATCO office; Continued work on Alex Walker Outline; Email from Dane Anderson re outline for direct examination of Lambros Pedafronimos; Review same		
85123	1/29/2019	DWA	P	Finish preparing for ongoing cross-examination of Christos Livadas; Attend second day of trial; Finish cross-examination of Christos Livadas; Conduct direct examination of Tom Skarpelos; Work on preparing for re-direct of Tom Skarpelos; Meeting with Alex Walker regarding his testimony	12.5	\$4,375.00
85391	1/29/2019	JFM	P	Review court minutes of second day of trial	0.1	\$37.50
85122	1/30/2019	DWA	P	Finish preparing for testimony of Lambros Pedafronimos; Attend third day of trial; testimony of Alex Walker and direct examination of Lambros Pedafronimos; Continue preparing closing argument and Rule 52 motion	12.5	\$4,375.00
85233	1/30/2019	SJA	P	Continued preparation for direct examination of Alex Walker with NATCO; Pre-trial meeting with Dane Anderson, Tom and Lambros; Attend day 3 of trial including conducting direct and re-direct of Alex Walker; Work on outline of key points/contradictions from witness' testimony during trial from notes taken during trial; Email same to Dane Anderson for use in finalizing his closing argument; Email from Dane Anderson re draft outline for 52(c) motion; Review same	17.2	\$5,160.00
85362	1/30/2019	JFM	P	Conference with D. Anderson and review court minutes	0.4	\$150.00
85120	1/31/2019	DWA	P	Continue preparing for Rule 52 motion and closing argument; Attend fourth day of trial; Finish testimony of Lambros Pedafronimos; Finish preparing for and make argument for Rule 52 motion; Continue preparing for closing argument	12.5	\$4,375.00
85230	1/31/2019	SJA	P	Review Dane Anderson's outline for closing argument; Travel to pre-trial meeting with Dane Anderson et al; Attend day 4 of trial;	10.1	\$3,030.00
85372	1/31/2019	JFM	P	Travel to court, attend Rule 52(c) oral argument, return to office; Conferences with D. Anderson (2.0 hours at no charge)	2.0	\$750.00
85119	2/1/2019	DWA	P	Finish preparing for closing argument; Trip to Court and conduct oral arguments	4.5	\$1,575.00
85220	2/1/2019	SJA	P	Travel and prepare for closing arguments; Conference with Dane Anderson, Tom and Lambros; Attend closing arguments; Research re case law authority cited by opposition and research re limitation of court-imposed remedy in cause of action for declaratory relief; Debriefing lunch with Tom and Lambros;	6.2	\$1,860.00
85925	2/6/2019	DWA	P	Trip to court to attend court's announcement of decision; Communicate with client regarding ██████ Conference with John Murtha and Seth Adams regarding court's decision and strategy moving forward	2.2	\$770.00
87635	2/6/2019	SJA	P	Travel and attend hearing on result of bench trial with Dane Anderson	1.8	\$540.00
85952	2/7/2019	SJA	P	Email from Dane Anderson to opposing counsel re location of original stock cert 660; Email from Alex Walker with NATCO re court's ruling and original certificates; Conference call with Tom and Lambros re outcome of Judge's order after trial; Conference with Dane Anderson re research project on limitations on Court's ability to fashion equitable remedy; Begin research on same	1.7	\$510.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date
 Client: Athanasios Skarpelos
 Matter: adv. Weiser Asset Management
 Date: 12/30/1899 through 4/23/2019

Entry by: All
 Person: All
 Service: All
 Fee State: (Incomplete) (UnReleased) (Released)
 Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
Client: 020765 - Athanasios Skarpelos				Matter: 000001 - adv. Weiser Asset Management		
85956	2/7/2019	DWA	P	Telephone conference with clients [REDACTED]; Conference with Seth Adams regarding research issues	0.4	\$140.00
86819	2/7/2019	JFM	P	Telephone call from A. Walker	0.2	\$75.00
86035	2/8/2019	SJA	P	Emails from John Murtha and Alex Walker re Court's ruling and physical stock certificates;	0.1	\$30.00
86105	2/8/2019	DWA	P	Begin review of transcript from court's decision on July 6, 2019; Emails with client regarding same	1.2	\$420.00
86881	2/8/2019	JFM	P	Emails from and to A. Walker	0.2	\$75.00
86234	2/9/2019	DWA	P	Work on proposed findings of fact, conclusions of law and judgment	2.3	\$805.00
86132	2/10/2019	SJA	P	Brief conference with Dane Anderson re motion for amendment of judgment, etc.; Continue review of research re use of equitable relief, in general and in an interpleader action, to impose restraint on subject property for unrelated contractual remedy, etc.;	4.6	\$1,380.00
86314	2/12/2019	DWA	P	Continue working on draft findings of fact, conclusions of law and judgment; Email draft to John Murtha and Seth Adams for comment; Emails with Jeremy Nork regarding return of original certificate 660	2.0	\$700.00
87661	2/12/2019	SJA	P	Email from Dane Anderson to counsel for opposition re location of original stock cert 660; Emails from Jeremy Nork re same and briefing on restriction on disposition of Tom's stock	0.2	\$60.00
86354	2/13/2019	SJA	P	Email from Dane Anderson re draft findings of fact and conclusions of law; Review same and cross reference notes from trial; Brief Conference with Dane Anderson re outcome of analysis and minor revisions; Email from Jeremy Nork for Weiser re location of certificate 660 and email from Dane Anderson to Tom re same;	1.1	\$330.00
86768	2/19/2019	DWA	P	Revise proposed findings of fact, conclusions of law and judgment per comments from John Murtha; Draft email to client regarding same; Draft email to Alex Walker regarding Certificate No. 660	0.8	\$280.00
86916	2/19/2019	JFM	P	Review/edit findings of fact and conclusions of law	0.6	\$225.00
87190	2/19/2019	SJA	P	Emails from/to Dane Anderson re status of certificate 660 and Alex's email address; Email from Dane Anderson to Alex Walker with NATCO re status of original stock certs; Review proposed revisions to draft findings of fact and conclusions of law by John Murtha	0.4	\$120.00
87680	2/20/2019	DWA	P	Final review and revisions to proposed judgment; Email same to opposing counsel	0.5	\$175.00
86959	2/21/2019	DWA	P	Conference with John Murtha regarding post-judgment strategy	0.3	\$105.00
87041	2/21/2019	SJA	P	Emails from Dane Anderson and Alex Walker re location of actual stock certificate/s and proposed treatment of same	0.2	\$60.00
87369	2/21/2019	JFM	P	Conference with D. Anderson re findings of fact and conclusions of law and possible post-trial motions	0.3	\$112.50
87184	2/26/2019	SJA	P	Review Court's minutes re decision hearing	0.1	\$30.00
87930	3/4/2019	DWA	P	Emails with Jeremy Nork and court staff regarding status of proposed judgment	0.3	\$105.00
88015	3/5/2019	DWA	P	Email to Jeremy Nork regarding status of proposed judgment	0.2	\$70.00
88313	3/6/2019	DWA	P	Email exchange with Jeremy Nork regarding status of proposed judgment	0.2	\$70.00
89880	3/6/2019	SJA	P	Continue research re adequate remedy at law and declaratory relief remedies in interpleader actions;	2.0	\$600.00
88460	3/8/2019	SJA	P	Work on compiling declaratory relief/adequate remedy at law research for argumentative section of rule 59 motion	2.3	\$690.00
90631	3/10/2019	SJA	P	Continued research re declaratory relief/adequate legal remedy and	2.1	\$630.00

Fee Transaction Listing

Listing Order: Client-Matter Code, Transaction Date

Client: Athanasios Skarpelos

Matter: adv. Weiser Asset Management

Date: 12/30/1899 through 4/23/2019

Entry by: All

Person: All

Service: All

Fee State: (Incomplete) (UnReleased) (Released)

Fee Status: (Selected) (Invoiced)

Record	Date	Prsn	Stat	Description	Time	Amount
--------	------	------	------	-------------	------	--------

Client: 020765 - Athanasios Skarpelos

Matter: 000001 - adv. Weiser Asset Management

ability of court to fashion remedy ineading party from liquidating or otherwise using awarded property or other property

88580	3/12/2019	DWA	P	Emails with Jeremy Nork regarding findings and conclusions	0.2	\$70.00
88680	3/13/2019	DWA	P	Emails with Jeremy Nork and Court regarding proposed judgment	0.3	\$105.00
88758	3/14/2019	SJA	P	Conference with Dane Anderson re status of findings of fact, conclusions of law and opposing counsel's proposed revisions thereto; Review research file re motion to amend judgment; Conference with Dane Anderson re outcome of research; Telephonic conference with Judge Sattler, Jeremy Nork and Dane Anderson re FOF and briefing re bar on Tom's ability to negotiate stock;	2.1	\$630.00
88880	3/14/2019	DWA	P	Telephone conference with court and counsel regarding injunction issue; Email exchange with Jeremy Nork re Weiser's proposed changes to judgment	0.8	\$280.00
89984	3/28/2019	DWA	P	Work on post-trial briefs	1.0	\$350.00
90064	4/1/2019	SJA	S	Brief conference with Dane Anderson re upcoming deadlines for post-trial motion (0.1 no charge to client)	0.1	\$30.00
90078	4/1/2019	DWA	S	Telephone conference with client regarding [REDACTED] items; Finish drafting brief regarding stock restriction and email to client re same; Draft email to client regarding remaining items and budget; Begin drafting motion for attorney fees and motion to alter/amend judgment	6.8	\$2,380.00
91646	4/1/2019	JFM	S	Review post-trial brief re injunction on selling stock; Conference with D. Anderson re post-trial motions	0.4	\$150.00
90351	4/2/2019	DWA	S	Continue work on post-trial briefs	1.0	\$350.00
91656	4/2/2019	JFM	S	Conference with D. Anderson re motion for attorney's fees	0.2	\$75.00
90618	4/3/2019	DWA	S	Review Weiser's objections to proposed judgment	0.3	\$105.00
91668	4/4/2019	JFM	S	Review motion for attorney's fees	0.3	\$112.50
91741	4/4/2019	DWA	S	Continue work on motion for attorneys fees, motion to alter or amend judgment, and brief regarding restriction on stock disposition	5.6	\$1,960.00
90777	4/5/2019	SJA	S	Brief conference with Dane Anderson re deadline for rule 59 motion and strategy for same	0.1	\$30.00
90937	4/5/2019	DWA	S	Work on motion for attorney fees and motion to alter/amend judgment; Draft responses to Weiser's objections to judgment	5.8	\$2,030.00
90990	4/9/2019	DWA	S	Review Weiser's supplemental brief re stock restriction; Revisions to motion to alter/amend judgment	0.6	\$210.00
91000	4/9/2019	SJA	S	Review supplemental brief filed by WAM et al;	0.2	\$60.00
91743	4/22/2019	DWA	S	Telephone conference with Court and counsel regarding Court's rulings on objections to judgment and briefing on restricting disposition of stock; Review proposed judgment pursuant to Court's order and email same to Court and counsel; Emails to client regarding same	2.0	\$700.00
91825	4/23/2019	DWA	S	Revise and finalize motion to alter or amend judgment and motion for attorney fees; Finish declaration in support of motion for attorneys fees; Review and redact same for privilege	3.0	\$1,050.00

Matter Total 648.0 \$216,900.50

Fee Transaction Listing Total 648.0 \$216,900.50

Fee Transaction Listing

Timekeeper Summary

Timekeeper	Time	Amount
SJA - Adams, Seth J.	125.1	\$37,530.00
DWA - Anderson, Dane W.	260.5	\$91,175.00
SHH - Husbands, Scott H.	1.2	\$348.00
CTL - Loretz, Colton T.	33.3	\$4,995.00
JFM - Murtha, John F.	192.3	\$72,112.50
WCW - Wicker, W. Chris	0.8	\$300.00
JMW - Woodbury, Joshua M.	34.8	\$10,440.00
	648.0	\$216,900.50

1 **3785**

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

10 Attorneys for Defendants
11 Weiser Asset Management, Ltd. and Weiser Bahamas Ltd.

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 v.

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

22 Defendants.

23 AND RELATED ACTIONS

24 **DEFENDANTS/CROSS-CLAIMANTS WEISER'S REPLY IN SUPPORT OF**
25 **MOTION TO RETAX COSTS**

26 Defendants/Cross-Claimants (collectively "Weiser"), by and through their counsel,
27 Holland & Hart LLP, file this Reply in Support of Motion to Retax Costs. This Reply is based
28 on the following Points and Authorities, the papers and pleadings on file, and any additional
information the Court chooses to consider.

1 **POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Cross-Claimant Athanasios Skarpelos' ("Skarpelos") Verified Memorandum of Costs
4 and Opposition to Weiser's Motion to Retax both fail to meet the standards of NRS 18.020 and
5 18.110. As discussed in Weiser's Motion to Retax, Skarpelos has not established that his costs
6 were actually and reasonably incurred, nor has Skarpelos provided anything other than
7 estimates for his photocopy, legal research, and travel costs. While courts have broad discretion
8 in determining whether to grant costs to the prevailing party, Skarpelos' requests for certain of
9 his costs do not strictly comply with NRS 18.020 and 18.110. Accordingly, this Court should
10 grant Weiser's Motion and retax Skarpelos' costs for photocopies, messenger services, legal
11 research, attorney's travel expenses, parking, and meals.

12 **II. SKARPELOS' COSTS ARE NOT REASONABLE**

13 **A. Photocopies**

14 Skarpelos has provided no basis for the granting of the costs supposedly incurred for
15 photocopies. Courts require that the prevailing party request costs (1) provide sufficient,
16 itemized documentation of the costs and (2) where necessary demonstrate why such costs were
17 reasonably incurred in the action. *Bobby Berosini, Ltd. v. People for the Ethical Treatment of*
18 *Animals*, 114 Nev. 1348, 1352, 971 P.2d 383, 385 (1998). Additionally, requested costs must be
19 "actual costs that are also reasonable, rather than a reasonable estimate or calculation of such
20 costs...." *Gibellini v. Klindt*, 110 Nev. 1201, 1205, 885 P.2d 540, 543 (1994). In meeting this
21 standard, the requesting party must provide an itemization plus justifying documentation
22 sufficient for the Court to determine "the reasonableness of these cost awards." *Bobby Berosini*,
23 114 Nev. at 1353, 971 P.2d at 386. In *Bobby Berosini*, the Nevada Supreme Court held that the
24 district court abused its discretion when it awarded costs for photocopying charges when the
25 prevailing party "failed to provide sufficient justifying documentation beyond the date of each
26 photocopy and the total photocopying charge." *Id.*

27 In responding to the Motion to Retax, Skarpelos does not provide any justification for
28 the specific photocopy charge, instead submitting that "[t]here is no mechanism for including

1 the purpose of the photocopies.” (Opp’n to Mot. to Retax 2:21-22, May 14, 2019.) Skarpelos’
2 failure to provide “justifying documentation beyond the date of each photocopy and the total
3 photocopying charge” requires this cost to be retaxed.

4 **B. Messenger Services**

5 Skarpelos’ rationale that the documentation attached to the Memorandum of Costs
6 supports the claim for the costs of the messenger services’ is incorrect. The “Errand Request for
7 Runners” forms attached to the Memorandum of Costs provide that the forms were used in
8 relation to this case, but they do not provide what documents were being delivered nor do they
9 provide the purpose for the delivery. These Errand Request for Runners forms are nothing more
10 than documents providing the date of the errand and the total charge. *See Bobby Berosini*, 114
11 Nev. at 1353, 971 P.2d at 386. This documentation is therefore insufficient to warrant the
12 awarding of costs.

13 **C. Research**

14 Skarpelos’ estimates of legal research costs are insufficient to warrant the granting of
15 costs. Skarpelos’ Memorandum of Costs provides only the date of the Westlaw charge and the
16 amount. (Exhibit 1 to Skarpelos’ Memo. of Costs at 1, 2, 4, 5.) Skarpelos’ Opposition to the
17 Motion to Retax provides only estimates for what the Westlaw charge relates to. These
18 estimates are insufficient to warrant an award of fees. *See Bobby Berosini*, 114 Nev. at 1352,
19 971 P.2d at 385-86. Skarpelos has “failed to provide sufficient justifying documentation beyond
20 the date of each [Westlaw charge] and the total [Westlaw] charge.” *See id.* at 1353, 971 P.2d at
21 386. Skarpelos’ request for costs related to Westlaw charges should be denied.

22 **D. Attorney Travel Expenses**

23 Skarpelos’ request for costs related to his attorney’s travel to Athens, Greece, are
24 impermissible pursuant to NRS 18.020 and 18.110. Skarpelos’ costs related to travel to Athens
25 includes expenses unrelated to the taking of the deposition and thus are not permitted costs
26 pursuant to NRS 18.005(15). NRS 18.005(15) provides that costs include the “[r]easonable
27 costs for travel and lodging incurred *taking* depositions and conducting discovery.” (emphasis
28 supplied). The Nevada Supreme Court requires that courts strictly construct statutes permitting

1 the recovery of costs as “they are in derogation of the common law.” *Bobby Bersoini*, 114 Nev.
2 at 1152, 971 P.2d at 385 (citing *Gibellini v. Klindt*, 110 Nev. 1201, 1205, 885 P.2d 540, 543
3 (1994)).

4 Skarpelos’ argues that the \$7,204 in costs incurred from travel to Athens for depositions
5 were reasonable as his attorney was required to fly in early to prepare him for the deposition.
6 Any costs related to Skarpelos’ attorney preparing his witness for a deposition are not permitted
7 pursuant to NRS 18.005(15). NRS 18.005(15)’s explicit use of the word “taking” must be
8 strictly constructed. Accordingly, the statute only allows parties to recover costs for travel and
9 lodging incurred in taking a deposition, not preparing a witness for a deposition. Skarpelos’
10 attorney had other means to prepare a witness for a deposition that did not require extra days of
11 lodging in Greece, such as video or telephone. Other courts have held that the expenses of
12 depositions recovered by a prevailing party are limited only to those expenses that are directly
13 related to the taking of the deposition and do not include costs related to preparation. *See Muse*
14 *ex rel. Muse v. Eckberg*, 533 S.E.2d 268, 269 (N.C. Ct. App. 2000) (declining to allow the
15 recovery of costs that are incurred in preparation of depositions and holding that the expenses
16 recoverable are limited to costs incurred that are directly related to a deposition).

17 Skarpelos’ Memorandum of Costs fails to delineate which travel and lodging costs were
18 incurred by his attorney in taking the deposition and which were incurred in travel and lodging
19 related to the preparation for the deposition.¹ As Skarpelos’ Memorandum of Costs and
20 Opposition to the Motion to Retax fails to provide an accounting of the reasonable costs related
21 only to the taking of the deposition versus the costs incurred for the preparation of the
22 deposition, all of the costs requested for attorney’s travel expenses should be disallowed.

23
24
25
26 ¹ Skarpelos’ request for costs related to the travel to Athens for the deposition are unreasonable
27 as it may have been unnecessary for Skarpelos’ attorney to stay in San Francisco to make an
28 early flight to New York if he did not arrive several days before the deposition to prepare his
witness. Additionally, Skarpelos fails to explain how the use of a power adaptor was necessary
for the taking of the deposition.

Skarpelos' request for costs related to parking and meals incurred as costs related to trial should not be allowed. Skarpelos' fails to provide any information related to where his attorney's parked and where they ate and have denied Weiser the opportunity to evaluate the reasonableness of these costs. Skarpelos' assertion that the costs were related to trial while providing no further information does not meet the requirements for the catch-all provision. Further, other court's have declined to award costs for attorney's meals and Skarpelos has provided no authority to counter this holding. Accordingly, Skarpelos' request for costs related to parking and meals should not be recovered.

Skarpelos has failed to meet the requirements for recovering costs related to photocopies, messenger services, research, attorney travel expense, parking, and meals. Accordingly, Weiser requests that the Motion to Retax be granted and the costs objected to in the Motion be denied.

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

DATED this 20th day of May, 2019

Attorneys for Defendant Weiser Bahamas

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

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:

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

On May 20, 2019, I electronically filed the foregoing **DEFENDANTS/CROSS-CLAIMANTS WEISER'S REPLY IN SUPPORT OF MOTION TO RETAX COSTS**, with the Clerk of the Second Judicial District Court via the Court's e-Flex system. Service will be made by e-Flex on all registered participants.

John F. Murtha, Esq.
Dane W. Anderson, Esq.
Seth J. Adams, Esq.
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com
danderson@woodburnandwedge.com
sadams@woodburnandwedge.com

/s/ Martha Hauser
Martha Hauser

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

1 **2645**

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

10 Attorneys for Defendants/Cross-Claimants Weiser

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

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

13 NEVADA AGENCY AND TRANSFER
14 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

15 Plaintiff,

16 v.

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

21 Defendants.

22 **AND RELATED ACTIONS.**

23 **DEFENDANTS/CROSS-CLAIMANTS WEISER'S OPPOSITION**
24 **TO SKARPELOS'S MOTION TO ALTER OR AMEND JUDGMENT**

25 Defendants/Cross-Claimants (collectively "Weiser"), by and through their counsel,
26 Holland & Hart LLP, file this Opposition to Skarpelos's Motion to Alter or Amend Judgment.
27 This Opposition is based on the following Points and Authorities, the papers and pleadings on
28 file, and any additional information the Court chooses to consider.

MEMORANDUM OF POINTS & AUTHORITIES

I. INTRODUCTION

Skarpelos's Motion to Alter or Amend this Court's Judgment fails to meet the demanding
standard for relief pursuant to NRCP 59(e). Skarpelos's three arguments do not establish that this

HOLLAND & HART LLP
5441 KIETZKE LANE
SECOND FLOOR
RENO, NV 89511

1 Court' Judgment awarding Weiser \$245,464.64 was made in error or was manifestly unjust.
2 Skarpelos's first argument that Weiser's legal position has changed has been raised several times
3 before the Court and each time the Court has rejected this argument. Skarpelos had notice of the
4 April 2013 transaction via Weiser's discovery disclosures and pleadings. Consistent with the
5 Court's findings, Skarpelos cannot claim that he was unaware of the April 2013 transaction as he
6 proceeded to withdraw funds from his account from April 2013 until December 2013.

7 Skarpelos's two remaining arguments asserting that the Court's judgment was made in
8 error as it had no jurisdiction to enter such an order is factually and legally incorrect. The Court
9 has broad discretion when sitting in equity and is required to consider all the circumstances before
10 entering an order. As the Court found it was unjust to allow Skarpelos to receive a windfall by
11 retaining the stock and the credit applied to his account, the Court did not abuse its discretion by
12 awarding Weiser \$245,464.64. Finally, the Court's Judgment in Weiser's favor was based on
13 Skarpelos's ownership of the stock, and thus it related to the property in dispute. Skarpelos's
14 Motion to Alter or Amend should thus be denied.

15 **II. RELEVANT BACKGROUND**

16 This action arises out of an Interpleader action filed by Nevada Agency and Transfer
17 Company regarding the ownership of shares of Anavex Life Sciences Corp. represented by
18 certificate number 753. Weiser and Skarpelos were both named as Defendants and both parties
19 filed crossclaims against one another asserting their ownership to certificate number 753.
20 Weiser's position regarding its claim as represented in its trial statement was as follows:

21 Skarpelos agreed to sell 3,316,666 shares in WAM's possession to Weiser Capital for
22 \$250,000 (minus a \$420 processing fee). The transaction occurred on April 2, 2013, and
23 is reflected in the WAM account statement for 2013, which shows that Skarpelos
24 received \$249,580 in his WAM account as part of the "STOCK SALE / ANAVEX LIFE
SCIENCE CORP. 3,316,666." The 2013 account statement further shows that his prior
negative balance of \$153,679.54 became a positive balance of \$95,775.46 after the sale.

25 (Weiser's Trial Statement 4:17-22, Jan. 23, 2019.) Weiser's position was that it was entitled to
26 the stock as evidenced "by the Agreement, the POA, the WAM account statement[.]" among other
27 things. (*Id.* at 7:22-25.) In addition to being made aware of Weiser's position in the Trial
28 Statement, Skarpelos was made aware of the April 2013 transaction by the following:

- In August 2016 in its initial disclosures, Weiser produced Skarpelos's account statement with Weiser, which notes the stock sale that occurred in April 2013.
- Weiser expressly explained the nature of the April 2013 transaction and its subsequent memorialization in July 2013 in its response to Skarpelos's summary-judgment motion. (Weiser's Opposition to Skarpelos's Motion For Summary Judgment 1, 4–5, Apr. 12, 2018.)
- The Court, in denying Skarpelos's motion, articulated its understanding: "The Account Statement comports with the argument set forth by the Opposition that Skarpelos agreed to sell the Disputed Stock to Weiser, and Weiser paid Skarpelos prior to the execution of a written contract memorializing the deal." (Order at 5 June 21, 2018.)

On April 22, 2019, the Court entered its judgment. The Court found that Skarpelos was the owner of the shares of Anavex represented by Certificates No. 660 and 753. (Judgment at 8, Apr. 22, 2019.) Additionally, the Court's Judgment states:

Skarpelos agreed to sell shares on April 2, 2013 to an unknown third party and that, as a result, WAM credited Skarpelos's account \$249,580 pursuant to that transition. This credit took the account from a balance of negative \$153,679.54 to a positive balance of \$95,775.46. The Court further found that Skarpelos subsequently withdrew and received a substantial portion of those funds, eventually leaving a balance of \$4,115.36. Therefore, despite Weiser's failure to plead this claim for relieve, the Court concludes it has equitable jurisdiction to enter judgment against Skarpelos and in favor of WAM in the total of amount of \$254,464.64. Allowing Skarpelos to retain ownership of the Disputed Stock and the funds he received would result in a windfall. This is an obligation that is separate from and independent of Skarpelos's owners of stock in Anavex and has no bearing on his ownership.

(*Id.* at ¶28.) Based on the equities, the Court entered judgment against Skarpelos and in favor of Weiser in the amount of \$245,464.64. (*Id.* at 9.)

On April 24, 2019, Skarpelos filed his Motion to Alter or Amend Judgment. Skarpelos argues he did not receive notice of the April 2013 transaction and that it was the basis for liability, despite the fact that he has previously made this argument on other occasions and it was rejected by the Court. Skarpelos's two remaining arguments assert that the Court acted outside of its authority in awarding Weiser a judgment in the amount of \$245,464.64. Skarpelos claims that Weiser could have brought a breach of contract action for the credit, while ignoring his own conduct. Finally, Skarpelos asserts that the Court's Judgment did not relate to the stock, even

1 though the Court's Judgment in Weiser's favor was based solely on Skarpelos's ownership of that
2 stock.

3 **III. LEGAL STANDARD**

4 NRCP 59(e) states: "[a] motion to alter or amend a judgment must be filed no later than
5 28 days after service of written notice of entry of judgment." "Among the basic grounds for a
6 Rule 59(e) motion are correcting manifest errors of law or fact, newly discovered or previously
7 unavailable evidence, the need to prevent manifest injustice, or a change in controlling law." AA
8 *Primo Builders, LLC v. Washington*, 126 Nev. 578, 582, 245 P.3d 1190, 1193 (2010) (quotation
9 marks and citations omitted). The Nevada Supreme Court consults federal law in interpreting
10 NRCP 59(e) as it echoes FRCP 59(e). *Washington*, 126 Nev. at 582, 245 P.3d at 1192-93. "A
11 motion to alter or amend judgment under Rule 59(e) is 'an extraordinary remedy which should
12 be used sparingly.'" *Stevo Design, Inc. v. SBR Mktg. Ltd.*, 919 F. Supp. 2d 1112, 1117 (D. Nev.
13 2013) (quoting *McDowell v. Calderon*, 197 F.3d 1253, 1255 n.1 (9th Cir.1999)). A "Rule 59(e)
14 motion may not be used to 'relitigate old matters, or to raise arguments or present evidence that
15 could have been raised prior to the entry of judgment.'" *Stevo*, 919 F. Supp. 2d at 1117 (quoting
16 11 Charles Alan Wright et al., *Federal Practice and Procedure* § 2810.1 (2d ed. 1995)).

17 **IV. LEGAL ARGUMENTS**

18 **A. Weiser Has Not Changed its Legal Argument & Skarpelos Had Notice of the** 19 **April 2, 2013 Transaction.**

20 As discussed below, Skarpelos's argument that he was not provided fair notice that an
21 award would be based on the April 2013 transaction is disingenuous and has been raised and
22 rejected by this Court multiple times. Weiser has provided information regarding the April 2013
23 transaction since the inception of this case. Additionally, Skarpelos was aware of the April 2013
24 transaction and his account being credited \$249,580, because, as the Court found, he withdrew
25 nearly that entire amount from his account. Skarpelos had fair notice of the April 2013 being the
26 basis of Weiser's claim and the Motion to Alter or Amend should be denied.

27 As discussed above, Skarpelos knew about the April 2013 transaction based on the
28 following:

- On March 25, 2013, Skarpelos’s account had a negative balance of \$153,679.54. (Judgment ¶7).
- On April 2, 2013, “there was a sale of 3,316,666 shares of Skarpelos’s Anavex stock represented by Certificate 753 to an unidentified third party. Pursuant to this transaction, WAM credited Skarpelos’s account in the amount of \$249,580, taking it to a positive balance of \$95,775.46.” (*Id.* at ¶8);
- Between April 2, 2013, and December 31, 2013, Skarpelos withdrew \$91,660.10 from his account. (*Id.*);
- In August 2016 in its initial disclosures, Weiser produced Skarpelos’s account statement with Weiser, which notes the stock sale that occurred in April 2013.
- Weiser expressly explained the nature of the April 2013 transaction and its subsequent memorialization in July 2013 in its response to Skarpelos’s summary-judgment motion. (Weiser’s Opposition to Skarpelos’s Motion for Summary Judgment 1, 4–5, Apr. 12, 2018.)
- The Court, in denying Skarpelos’s motion, articulated its understanding: “The Account Statement comports with the argument set forth by the Opposition that Skarpelos agreed to sell the Disputed Stock to Weiser, and Weiser paid Skarpelos prior to the execution of a written contract memorializing the deal.” (Order at 5 June 21, 2018.)

Weiser’s theory of its case was further explained in its Trial Statement.

Additionally, Weiser asserted the following affirmative defense to Skarpelos’s Cross-Claim, “Skarpelos is barred from retaining the full amount of the disputed stock by the doctrine of unjust enrichment.” (Weiser’s Ans. to Skarpelos’s Cross-Claim 3, June 15, 2016). The Court’s Judgment was based on the inequity of allowing Skarpelos to retain the money provided for the stock *and* the stock itself. Skarpelos had more than adequate notice of the April 2013 transaction and that Weiser’s claim to the ownership of the stock arose from that transaction. The record before the Court shows that Skarpelos had notice of the April 2013 transaction and the Court, therefore, is well within its discretion to deny the Motion to Alter or Amend the Judgment.

Additionally, Skarpelos’s argument that he did not have notice of the April 2013 transaction has previously been rejected by the Court. As Skarpelos states in his Motion to Alter or Amend, he previously raised this exact argument to the Court at trial and the Court rejected his objection. (Mot. to Alter or Am. J. 5:26-27.) Additionally, Skarpelos asserted in his Reply in Support of Summary Judgment that consideration of the April 2013 transaction was improper. The Court rejected Skarpelos’s argument in its Order denying the Motion for Summary Judgment

1 on June 21, 2018. Skarpelos’s Motion to Alter or Amend raises the same arguments that have
2 been considered and rejected by the Court, thus the Motion should be denied. *See Stevo*, 919 F.
3 Supp. 2d at 1117 (a “Rule 59(e) motion may not be used to ‘relitigate old matters’). Skarpelos was
4 aware that his account was credited \$249,580 and he was given more than adequate notice of
5 Weiser’s legal position regarding this credit.

6 **B. The Court’s Equitable Judgment Was Not Manifest Injustice.**

7 Skarpelos’s argument that this Court’s Judgment exceed its equity authority fails. Courts
8 have broad authority when sitting in equity and must consider the entirety of the circumstances,
9 regardless of whether a legal remedy exists. As the Court’s Judgment was based on the inequity
10 of allowing Skarpelos to retain the stock while also retaining the \$249,580 credit he received for
11 selling the stock, the Court acted within its discretion.

12 “When sitting in equity ... courts must consider the entirety of the circumstances that bear
13 upon the equities.” *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 366 P.3d 1105, 1114 (Nev. 2016).
14 The Nevada Supreme Court “has expressly stated that district courts have full discretion to fashion
15 and grant equitable remedies, *Bedore v. Familian*, 122 Nev. 5, 11-12, 12 n.21, 125 P.3d 1168,
16 1172, 1172 n.21 (2006), and [the court] will review a district court’s decision granting or denying
17 an equitable remedy for abuse of discretion.” *Am. Sterling Bank v. Johnny Mgmt. LV, Inc.*, 126
18 Nev. 423, 428, 245 P.3d 535, 539 (2010) (citing *Douglas Disposal Inc. v. Wee Haul, LLC*, 123
19 Nev. 552, 557, 170 P.3d 508, 512 (2007); *Jacoby v. Jacoby*, 100 P.3d 852, 855 (Wyo. 2004)
20 (noting that trial courts have broad discretion to grant equitable relief)); *see also Alaska Plastics,*
21 *Inc. v. Coppock*, 621 P.2d 270, 274-75 (Alaska 1980) (stating that “[t]he trial court has full
22 discretion to fashion equitable remedies that are complete and fair to all parties involved) (cited
23 in *Bedore*, 112 Nev. at 12 n.21, 125 P.3d at 1172 n.21).

24 Skarpelos’s case citation asserting that that the Court’s judgment violates equitable
25 principals as Weiser had a legal remedy available is inapplicable. *Continental Airlines, Inc. v.*
26 *Intra Brokers, Inc.*, 24 F.3d 1099, 1104 (9th Cir. 1994) concerned a preliminary injunction
27 motion. As the Court noted, “[w]hen sitting in equity ... courts must consider the entirety of the
28 circumstances that bear upon the equities.” *Shadow Wood*, 366 P.3d at 1114. “This includes

1 considering the status and actions of all parties involved, including whether an innocent party
2 may be harmed by granting the desired relief.” *Id.* Courts sitting in equity must “do complete
3 justice between the parties....” *MacDonald v. Krause*, 77 Nev. 312, 318, 362 P.2d 724, 727
4 (1961)). The Nevada Supreme Court has instructed that courts sitting in equity must consider the
5 effect of granting the desired relief regardless of whether a third party had or availed themselves
6 of available legal remedies. *Shadow Wood*, 366 P.3d at 1115 n.7; *see also Las Vegas Fetish &*
7 *Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 275, 182 P.3d 764, 766 (2008)
8 (“The unclean hands doctrine generally bars a party from receiving equitable relief because of
9 that party's own inequitable conduct.”) (footnote, quotation marks, and citation omitted).

10 Skarpelos’s argument that the Court’s Judgment was manifest error because Weiser *could*
11 have brought a breach of contract action fails to grasp the Court’s reasoning. The Court’s
12 equitable award of \$245,464.64 was made because “[a]llowing Skarpelos to retain ownership of
13 the Disputed Stock and the funds he received would result in a windfall.” (Judgment at ¶28.) The
14 award of funds was made as the Court found that Skarpelos’s account was credited \$249,580 for
15 the stock; however, the Court also found that Skarpelos owned the stock despite the \$249,580
16 credit. Allowing Skarpelos to retain the stock *and* the \$249,580 would have resulted in Skarpelos
17 obtaining a double recovery, which would have been fundamentally inequitable. Skarpelos was
18 aware that his account was credited \$249,580 as he withdrew \$91,660.10 from his account
19 between April 2013 and December 2013, when his account previously had a negative balance.
20 (*Id.* at ¶8.) Skarpelos agreed to sell his shares to a third-party and his account was credited
21 \$249,580; however, Skarpelos retained the shares and the \$249,580. (*Id.* at ¶28.)

22 The Court’s Judgment was based on Skarpelos’s attempted wrongful conduct in retaining
23 both the stock and the credit applied to his account, and the remedies available to Weiser are
24 irrelevant. The proper analysis as employed by the Court was whether a decision awarding
25 Skarpelos a declaratory judgment that he owned the stock would harm other parties, regardless
26 of the relief available to those parties. *See Shadow Wood*, 366 P.3d at 1115 n.7. As the Court
27 found, declaratory relief in Skarpelos’s favor while retaining the \$249,580 credit was manifestly
28 unjust. Accordingly, the Court did not abuse its discretion in finding that the equities prohibited

1 Skarpelos from being unjustly enriched by retaining the stock and the \$249,580 that he was
2 credited for selling that same stock.

3 **C. The Court’s Judgment Relates to the Stock Certificate.**

4 Skarpelos’s arguments that the Court lacks subject matter jurisdiction to enter its order
5 awarding Weiser \$245,646.64 is incorrect. Skarpelos’s position that a federal court would not
6 have exercised its equitable power to prevent him from obtaining a windfall by retaining the stock
7 and the \$249,580 is incorrect. “It is generally recognized that interpleader ‘developed in equity
8 and is governed by equitable principles.’” *Lee v. W. Coast Life Ins. Co.*, 688 F.3d 1004, 1012 (9th
9 Cir. 2012) (quoting *Aetna Life Ins. Co. v. Bayona*, 223 F.3d 1030, 1033–34 (9th Cir. 2000)).
10 “Equitable relief will not be granted to the possible detriment of innocent third parties.” *Smith v.*
11 *United States*, 373 F.2d 419, 424 (4th Cir. 1966). A federal court sitting in equity would have
12 prevented Skarpelos from being unjustly enriched by retaining the stock and the \$249,580 credit,
13 just as this Court did. As discussed above, the Court did not abuse its discretion by considering
14 the entirety of the circumstances of this case. As such, the Court acted within its discretion in
15 awarding Weiser \$245,464.64 when it found that awarding Skarpelos ownership of the stock and
16 the ability to retain the \$249,580 credit would be inequitable as it would result in a Skarpelos
17 receiving a double recovery. Prohibiting Skarpelos from unjustly enriching himself by retaining
18 the stock and the \$249,580 credit was within the Court’s equity jurisdiction.

19 Additionally, the federal cases cited by Skarpelos holding that completely unrelated
20 counterclaims could not be considered because those claims exceed the federal court’s jurisdiction
21 were based on the *federal* Interpleader statute and are not relevant to Nevada state courts. *See*
22 *Hartford Cas. Ins. Co. v. Lexington Ins. Co.*, 2016 WL 1267801, at *3 (S.D.N.Y. Mar. 30, 2016).
23 A federal court’s subject matter jurisdiction, and thus the entire litigation, is limited by the
24 interpleader statute, 28 U.S.C. § 1335. “Federal courts are courts of limited jurisdiction. They
25 possess only that power authorized by Constitution and statute....” *Kokkonen v. Guardian Life*
26 *Ins. Co. of Am.*, 511 U.S. 375, 377 (1994). Nevada courts are not subject to the same jurisdictional
27 constraints as federal courts, and federal cases interpreting a court’s subject matter jurisdiction as
28 it relates to interpleader actions are inapplicable. *See generally Heller v. Legis. of State of Nev.*,

120 Nev. 456, 461 n.3, 93 P.3d 746, 749 n.3 (2004) (noting that Nevada courts are not bound by federal standing principles). This Court has subject matter jurisdiction to hear the dispute pursuant to NRCF 13(a) and the Nevada Constitution. *Castillo v. United Fed. Credit Union*, 409 P.3d 54, 57 (Nev. 2018) (citing Nev. Const. art VI, § 6(1)). Skarpelos's arguments seeking to apply federal subject matter jurisdiction principles to this action are misplaced and this Court did not exceed its jurisdiction by awarding Weiser \$245,464.64.

Further, Skarpelos's argument that the Court's Judgment in Weiser's favor was separate from the stock is absurd. Weiser's position has been that it owned the stock pursuant to the 2013 transaction as evident from \$249,580 credit applied to Skarpelos's account, among other things. As the Court found, the \$249,580 credit was applied solely on the basis that Skarpelos agreed to transfer the *stock*. (Judgment at ¶28.) The credit applied to Skarpelos's account would not have existed but for the stock transaction that took place. The Court's equitable decision that Skarpelos would incur a windfall if he was permitted to retain the \$246,580 credit and the stock was clearly related to the ownership of the stock. The Court's Judgment is based on Skarpelos's ownership of the stock, thus the Court's Judgment relates to the property in the Interpleader action and the Court had subject matter jurisdiction to enter this award.

V. CONCLUSION

Based on the foregoing, the record is clear that the Court acted within its authority in awarding Weiser a Judgment in the amount of \$245,464.64. The Court has broad discretion when sitting in equity, and Skarpelos has failed to establish that the Court abused that discretion in finding that equity prohibited awarding Skarpelos the stock and the \$249,580 credit. Accordingly, Skarpelos's Motion to Alter or Amend should be denied.

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

DATED this 24th day of May, 2019.

HOLLAND & HART LLP

By /s/ Jeremy J. Nork
Jeremy J. Nork (SBN 4017)
Frank Z. LaForge (SBN 12246)
Attorneys for Defendants/Cross-Claimants
Weiser

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:

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

On May 24, 2019, I electronically filed the foregoing **DEFENDANTS/CROSS-CLAIMANTS WEISER'S OPPOSITION TO SKARPELOS'S MOTION TO ALTER OR AMEND JUDGMENT**, with the Clerk of the Second Judicial District Court via the Court's e-Flex system. Service will be made by e-Flex on all registered participants.

John F. Murtha
Dane W. Anderson
Seth J. Adams
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com
danderson@woodburnandwedge.com
sadams@woodburnandwedge.com

/s/ Martha Hauser
Martha Hauser

1 **2645**

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

10 Attorneys for Defendants/Cross-Claimants Weiser

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

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

13 NEVADA AGENCY AND TRANSFER
14 COMPANY, a Nevada Corporation,

Case No. CV15 02259

Dept. No. 10

15 Plaintiff,

16 v.

17 **WEISER'S OPPOSITION TO
18 SKARPELOS'S MOTION FOR
19 ATTORNEY'S FEES**

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

24 Defendants.

25 **AND RELATED ACTIONS.**

26 **I. INTRODUCTION**

27 Athanasios Skarpelos seeks \$216,950.50 in attorney's fees from Weiser Asset
28 Management ("WAM") and Weiser (Bahamas) Ltd. ("Weiser Capital") (collectively, "Weiser")
under NRS 18.010(2)(b) on the basis that Weiser's claims in this case were frivolous. As set
forth in greater detail below, there are at least four independent reasons why Skarpelos's motion
fails:

1. Weiser won a quarter-million-dollar judgment from Skarpelos in this case, which by itself demonstrates that its claims were not frivolous.
2. To the extent that Weiser's claims were unsuccessful, they were nevertheless supported by substantial evidence and thus reasonable grounds.

3. Skarpelos’s repeated refrain that Weiser somehow changed its legal theory fails because (a) Weiser has consistently asserted that Skarpelos sold his Anavex shares to it in 2013 and the April 2013 exchange and July 2013 memorialization are merely two parts of the same transaction, and, regardless, (b) Skarpelos provides no authority that attorney’s fees are appropriate under NRS 18.010(2)(b) because a party purportedly changed its legal theory.
4. Skarpelos’s request for \$216,950.50 in fees fails to explain how that amount is reasonable under the four *Brunzell* factors, glibly leaving that task to the Court.

Accordingly, Weiser asks that the Court deny Skarpelos’s motion.

II. ARGUMENT

“Nevada follows the American rule that attorney fees may not be awarded absent a statute, rule, or contract authorizing such award.” *Thomas v. City of N. Las Vegas*, 127 P.3d 1057, 1063 (Nev. 2006). Thus, “the mere fact that a party was forced to file or defend a lawsuit is insufficient to support an award of attorney fees as damages.” *Sandy Valley Associates v. Sky Ranch Estates Owners Ass’n*, 35 P.3d 964, 970 (Nev. 2001).

NRS 18.010(2), however, provides that “the court may make an allowance of attorney’s fees to a prevailing party . . . [w]ithout regard to the recovery sought, when the court finds that the claim, counterclaim, cross-claim or third-party complaint or defense of the opposing party was brought or maintained without reasonable ground or to harass the prevailing party.” While such a fees award is within the discretion of the trial court, “there must be evidence in the record supporting the proposition that the complaint was brought without reasonable grounds or to harass the other party.” *Semenza v. Cauglin Crafted Homes*, 901 P.2d 684, 687 (Nev. 1995). A claim is groundless if it is based on allegations that are unsupported by any credible evidence at trial. *Id.* This reasonableness analysis “depends on the actual circumstances of the case.” *Id.* “If an action is not frivolous when it is initiated, then the fact that it later becomes frivolous will not support an award of fees.” *Id.*

1 **A. Weiser’s claims and defenses were not frivolous, as demonstrated by the**
2 **Court’s award of nearly a quarter million dollars.**

3 As a threshold evidence, the merit of Weiser’s claims is demonstrated by the fact that
4 the Court awarded Weiser nearly \$250,000 in the judgment. Findings Of Fact, Conclusions of
5 Law, And Judgment (“Judgment”) ¶28. *See Frantz v. Johnson*, 999 P.2d 351, 362 (Nev. 2000)
6 (“A counterclaim cannot be frivolous as a matter of law when the party asserting the
7 counterclaim actually prevails on the counterclaim.”); *Chowdhry v. NLVH, Inc.*, 851 P.2d 459,
8 465 (Nev. 1993) (reversing the trial court’s award of fees against the plaintiff where the plaintiff
9 had shown some negligence on the part of the defendants and had obtained limited relief).

10 **B. Weiser submitted credible evidence in support of its claims.**

11 Even putting aside the fact that Weiser prevailed in part on its claims, those claims, as
12 the Court’s own judgment necessarily indicates, were supported by credible evidence:

- 13 • Weiser had *physical possession* of the original stock certificate that
14 Skarpelos used to fund his account and then had cancelled through
15 NATCO on the fraudulent basis that he “lost” the certificate (even though
16 he knew it was in Weiser’s possession). Judgment ¶¶5, 7.
- 17 • The terms and conditions applicable to Skarpelos’s account with WAM
18 provide that WAM had a lien over Skarpelos’s deposited securities and
19 that WAM has the right to “sell (or buy-in) securities held in the Account,
20 with or without notice, to satisfy debts owing to ‘WAM.’” Declaration Of
21 Christos Livadas In Support Of Weiser’s Opposition To Skarpelos’s (2)
22 Motion For Summary Judgment And (2) Motion In Limine (“Livadas
23 Decl.”), Ex. 4 at §8.
- 24 • Skarpelos’s account statement with Weiser shows that he sold the Anavex
25 stock in April 2013 for \$250,000. *Id.*, Ex. 6.
- 26 • The account statement also itemizes how Skarpelos subsequently
27 withdrew nearly the entire \$250,000. *Id.*
- 28 • Those withdrawals were bolstered by the identical withdrawals of
 Skarpelos’s agent, Lambros Pedafronimos, on the same approximate
 dates. Transcript (Feb. 6, 2019) at 7–8, 19–20, 36.
- Skarpelos took several significant steps toward a sale of his Anavex stock
 in 2013—e.g., sending Weiser a blank stock sale contract that he had
 notarized as well as a fully executed power of attorney. Livadas Decl.
 ¶15, Exs. 8–10.

- The Court therefore found that Skarpelos sold his stock through WAM. Judgment ¶¶8, 28.

In addition to the foregoing, Weiser also submitted the testimony of Christos Livadas, who testified to Skarpelos's sale of stock. E.g, Livadas Decl. ¶¶13, 15. Livadas further explained that for the purposes of Skarpelos's account with WAM, the identity of the ultimate buyer was irrelevant because WAM paid the sale price into Skarpelos's account and WAM would eventually sell the stock to one or more of its other customers. Thus, the sales transaction was essentially between Skarpelos and WAM. WAM intended that the stock would subsequently go through its affiliate, Weiser Capital, which is why the latter's name appeared on the July 2013 Purchase and Sale Agreement and why Weiser Capital was a party.¹

To be sure, the Court did not ultimately find in Weiser's favor on this issue because there was no "meeting of the minds" as to the buyer (Judgment ¶16), but that does not mean Weiser's claims are devoid of merit, much less unsupported by any credible evidence.² Otherwise, it would effectively undermine Nevada's adoption of the American rule.

C. Weiser never changed its legal theory.

The majority of Skarpelos's motion addresses his claim that Weiser changed its legal theory concerning the contract at the center of Skarpelos's sale of the Anavex stock. Motion at 2–6. There are three fatal problems with Skarpelos's argument.

First, Weiser consistently held that its right to the Anavex stock derived from Skarpelos's 2013 sale of the stock. In this regard, Weiser asserts that the actual agreement and sale of the stock occurred in April 2013, which is evident from the Skarpelos's account statement. Livadas Decl., Ex. 6. It maintained, however, that the April 2013 transaction was *memorialized* in the July 2013 Purchase and Sale Agreement, which Skarpelos had not only previously notarized but also for which he executed a power of attorney. *Id.* ¶15. In other words,

¹ Livadas testified to the foregoing at trial on January 29, 2019. Trial transcripts, however, have not been ordered yet.

² Indeed, lost in the rhetoric of Skarpelos's motion is the fact that the Court expressly found major credibility problems with Skarpelos's witnesses, particularly Skarpelos himself. Transcript (Feb. 6, 2019) at 7–8.

1 these were not two separate sales transactions as Skarpelos asserts, much less two separate legal
2 theories. They are two aspects of the same legal theory—i.e., that Skarpelos sold his Anavex
3 stock in 2013.

4 Second, Skarpelos’s longstanding cavils about being misled as to Weiser’s claim in this
5 case are empty. Skarpelos has long known of Weiser’s essential argument:

- 6 • In August 2016 in its initial disclosures, Weiser produced Skarpelos’s
7 account statement with Weiser, which notes the stock sale that occurred
8 in April 2013.
- 9 • Weiser expressly explained the nature of the April 2013 transaction and
10 its subsequent memorialization in July 2013 in its response to Skarpelos’s
11 summary-judgment motion. Weiser’s Opposition To Skarpelos’s Motion
12 For Summary Judgment at 1, 4–5.
- 13 • The Court, in denying Skarpelos’s motion, articulated its understanding:
14 “The Account Statement comports with the argument set forth by the
15 Opposition that Skarpelos agreed to sell the Disputed Stock to Weiser,
16 and Weiser paid Skarpelos prior to the execution of a written contract
17 memorializing the deal.” Order (dated June 21, 2018) at 5.

18 Skarpelos also claims confusion between WAM and its affiliate, Weiser Capital. Motion at 2–6.
19 But Weiser is permitted to put forth alternative arguments. Here, as explained above, Weiser
20 Capital’s name appeared on the July 2013 Purchase and Sale Agreement concerning the
21 underlying sale. Livadas Decl., Ex. 10. In any event, Skarpelos does not show that this
22 distinction deviated from Weiser’s basic premise that he agreed to sell his Anavex stock through
23 Weiser in 2013.

24 Third, putting all else aside, Skarpelos provides no authority for the proposition that a
25 party’s change (or evolution) in its legal or factual theory in a case somehow supports an award
26 of attorney’s fees under NRS 18.010. Nor could Weiser find any.

27 **D. Skarpelos has not carried his burden of demonstrating that his fees are**
28 **reasonable under the four *Brunzell* factors.**

29 In Nevada, “the method upon which a reasonable fee is determined is subject to the
30 discretion of the court, which is tempered only by reason and fairness.” *Shuette v. Beazer*
31 *Homes Holdings Corp.*, 124 P.3d 530, 548–49 (Nev. 2005). “[H]owever, the court must

1 continue its analysis by considering the requested amount in light of the factors enumerated by
2 this court in *Brunzell v. Golden Gate National Bank . . .*” *Id.* at 549. Skarpelos recognizes that
3 the four *Brunzell* factors are (1) the qualities of the attorney, (2) character of the work to be
4 done, (3) actual work performed, and (4) results. Motion at 7. Yet, though he seeks an
5 impressive amount of fees, he does not conduct any analysis of those factors separately. Instead,
6 he summarily concludes that the fees he seeks are reasonable, leaving the Court to do the actual
7 analysis for itself. *Id.* Accordingly, Skarpelos fails to carry his burden of demonstrating that the
8 \$216,900.50 in fees he seeks are reasonable under *Brunzell*. See *Edwards v. Emperor’s Garden*
9 *Rest.*, 130 P.3d 1280, 1288 n.38 (Nev. 2006) (declining to consider issues that are not supported
10 by cogent argument).

11 **III. CONCLUSION**

12 Weiser asks that the Court deny Skarpelos’s motion in full.

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

15 DATED this 24th day of May, 2019.

17 By /s/ Jeremy J. Nork
18 Jeremy J. Nork (SBN 4017)
19 Frank Z. LaForge (SBN 12246)
20 HOLLAND & HART LLP
21 5441 Kietzke Lane, Second Floor
22 Reno, NV 89511
23 Telephone: (775) 327-3000
24 Facsimile: (775) 786-6179
25 jnork@hollandhart.com
26 fzlaforge@hollandhart.com

27 Attorneys for Defendants/Cross-Claimants
28 Weiser

HOLLAND & HART LLP
5441 KIETZKE LANE
SECOND FLOOR
RENO, NV 89511

CERTIFICATE OF SERVICE

I, Martha Hauser, certify:

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

On May 24, 2019, I electronically filed the foregoing **WEISER'S OPPOSITION TO SKARPELOS'S MOTION FOR ATTORNEY'S FEES**, with the Clerk of the Second Judicial District Court via the Court's e-Flex system. Service will be made by e-Flex on all registered participants.

John F. Murtha
Dane W. Anderson
Seth J. Adams
6100 Neil Road, Suite 500
Reno, Nevada 89505
jmurtha@woodburnandwedge.com
danderson@woodburnandwedge.com
sadams@woodburnandwedge.com

/s/ Martha Hauser
Martha Hauser

1 **3795**

2 JOHN F. MURTHA, ESQ.

3 Nevada Bar No. 835

4 DANE W. ANDERSON, ESQ.

5 Nevada Bar No. 6883

6 SETH J. ADAMS, ESQ.

7 Nevada Bar No. 11034

8 **WOODBURN AND WEDGE**

9 Sierra Plaza

10 6100 Neil Road, Ste. 500

11 P.O. Box 2311

12 Reno, Nevada 89505

13 Telephone : (775) 688-3000

14 jmurtha@woodburnandwedge.com

15 danderson@woodburnandwedge.com

16 sadams@woodburnandwedge.com

17 *Attorneys for Defendant/Cross-Claimant*

18 *Athanasios Skarpelos*

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

21 ***

22 NEVADA AGENCY AND TRANSFER
23 COMPANY, a Nevada corporation,

Case No. CV15-02259

Dept. No. 10

24 Plaintiff,

25 vs.

**REPLY IN SUPPORT OF MOTION
FOR ATTORNEYS' FEES**

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

Defendants.

ATHANASIOS SKARPELOS, an individual,

Cross-Claimant,

vs.

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

Cross-Defendants.

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

4 Cross-Claimants.

5 vs.

6 ATHANASIOS SKARPELOS, an individual,
7 Cross-defendant.

8 **REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES**

9 Athanasios Skarpelos ("Skarpelos") submits the following reply in support of his
10 Motion For Attorneys' Fees ("Motion") and in response to the opposition ("Opposition") filed
11 by Weiser Asset Management, Ltd. ("WAM") and Weiser (Bahamas) Ltd. ("Weiser Capital")
12 (sometimes collectively referred to as "Weiser"). This reply is based on the following points
13 and authorities and the entire file in this matter, including the Reply In Support Of Skarpelos'
14 Motion To Alter Or Amend Judgment filed concurrently.

15 **I. INTRODUCTION**

16 Weiser's Opposition ignores the trial testimony of Christos Livadas ("Livadas").
17 Livadas testified that the July 2013 Stock Sale and Purchase Agreement (the "July 2013
18 PSA") that had been the basis of Weiser's claims both in its pre-litigation demands to
19 NATCO and throughout this lawsuit was actually a "meaningless" document. Livadas
20 testified that Skarpelos sold the stock to an unidentified third-party customer of WAM in
21 April 2013 and that the July 2013 PSA was for another transaction that was not completed, so
22 he used it for another purpose. *See* Transcript of Proceedings, February 6, 2019, Exhibit 3 to
23 Motion at 7:3-11, 18:22-19:4, 21:21-22:6.

24 The Court found Livadas' testimony regarding the July 2013 PSA to be troubling
25 because Weiser later used the July 2013 PSA to make representations of ownership to
26 NATCO and to assert legal claims in this case. *Id.* at 7:8-11. As detailed in the Motion,
27 Weiser's pre-litigation demands to NATCO and its operative Cross-Claim relied solely on the
28 July 2013 PSA as the basis for its claim to ownership of the stock. Motion at 2:23-3:17.

1 Even when Weiser later claimed that the sale of stock to Weiser actually occurred in April
2 2013, it still relied on the July 2013 PSA as the document that “memorialized” the deal.
3 Motion at 3:24-4:15.

4 The July 2013 PSA was the heart of Weiser’s claims and defenses throughout this
5 litigation. Yet Livadas, who for all intents and purposes is Weiser, abandoned that theory at
6 trial by calling the July 2013 PSA a “meaningless” document that was not used for anything
7 related to the April 2013 transaction. In doing so, Weiser acknowledged that its claims—all
8 of which were based on that “meaningless” document—were brought without reasonable
9 grounds and were unsupported by any credible evidence. This justifies an award of fees to
10 Skarpelos under NRS 18.010(2)(b).

11 **II. RESPONSE TO WEISER’S ARGUMENTS**

12 Weiser asserts four arguments against an award of fees to Skarpelos: (1) Weiser’s
13 claims were not frivolous because the Court awarded WAM \$245,565.64; (2) Weiser
14 submitted credible evidence in support of its claims; (3) Weiser never changed its legal
15 theory; and (4) Skarpelos did not sufficiently analyze the *Brunzell* factors. None of these
16 arguments have merit.

17 ***A. The award of \$245,464.64 was not based on any of Weiser’s claims.***

18 Weiser contends that “the merit of Weiser’s claims is demonstrated by the fact that the
19 Court awarded Weiser nearly \$250,000 in the judgment.” Opposition at 3:3-4. This is
20 incorrect. The Court’s award was not based on any of Weiser’s claims. As discussed above,
21 Weiser’s claims *all* were based on the July 2013 PSA, by which it allegedly became the
22 owner of the stock. There is nothing in Weiser’s pleadings alleging damages based on the
23 April 2013 transaction. The Court ruled against Weiser and dismissed all of Weiser’s claims.
24 Exhibit 3 to Motion at 24:1-5, 35:12-17.

25 The Court’s award to Weiser was based on the Court’s equitable powers, not on any
26 claim or theory asserted by Weiser in its pleadings. This suit was entirely about ownership of
27 the stock and the validity of the alleged July 2013 PSA. The Court found there was no
28

1 evidence to support a finding that there was a contract for the sale of stock from Skarpelos to
2 Weiser. *Id.* at 20:23-21:2. Skarpelos clearly prevailed on that issue.

3 Weiser did not prevail on any of its claims. In order to be considered a prevailing
4 party under Nevada law, a party must win on at least one of its claims. *Golightly & Vannah,*
5 *PLLC v. TJ Allen, LLC*, 132 Nev. Adv. Op. 41, 373 P.3d 103, 107 (2016). In *Golightly*, also
6 an interpleader action, Golightly & Vannah did not prevail on its sole claim of priority and
7 thus was not a prevailing party, even though it received some of the interpleaded money.

8 Weiser cites *Frantz v. Johnson*, 116 Nev. 455, 999 P.2d 351 (2000) and *Chowdhry v.*
9 *NLVH, Inc.*, 109 Nev. 478, 851 P.2d 459 (1993) to argue that its claims were meritorious and
10 brought with reasonable grounds. Both cases are distinguishable.

11 In *Frantz*, Johnson Business Machines (“JBM”) asserted various tort claims and was
12 awarded a substantial judgment. Frantz had asserted a counterclaim for lost wages against
13 JBM and Plastic Graphics, Inc. (“Plastic”) had asserted a counterclaim seeking satisfaction of
14 a California judgment against JBM. The judgment in favor of JBM was reduced to satisfy the
15 counterclaims upon which Frantz and Plastic prevailed. The difference between *Frantz* and
16 this case is that Weiser did not prevail on any of its claims and did not plead any claim that
17 was the basis for the award it received.

18 *Chowdhry* is distinguishable because the jury found that the defendants were 30%
19 negligent, and therefore plaintiff Chowdhry had reasonable grounds to bring his claims.
20 However, in that case, Chowdhry actually asserted the claims that were decided by the jury.
21 Here, Weiser never asserted the claim for damages that was awarded by the Court based on
22 the April 2013 transaction. All of Weiser’s claims were based on the July 2013 PSA in which
23 Skarpelos allegedly agreed to sell stock to Weiser Capital. The Court found no evidence to
24 support any of Weiser’s claims and dismissed all of them.

25 Weiser was neither a prevailing party nor did it have reasonable grounds to bring its
26 claims based on the July 2013 PSA.

27 ///
28

1 ***B. Weiser presented no credible evidence to support its claims.***

2 Again, Weiser's claims all were based on the July 2013 PSA. Weiser contends it
3 presented credible evidence to support the existence and validity of that agreement. As
4 discussed above, the Court found there was "no evidence" that there was in fact a contract for
5 the sale of shares to either Weiser Asset Management or to Weiser Capital. *See* Exhibit 3 to
6 Motion at 20:23-21:2. The Court found that Weiser failed to establish even the "basic
7 premise" of whether WAM or Weiser Capital was the purported purchaser of the stock. *Id.* at
8 31:4-21. The Court found that Weiser Capital had "absolutely nothing to do with the alleged
9 sale." *Id.* at 23:16-17. And the Court found that, "[a]t best what happened in this case was
10 that arguably Weiser Asset Management, WAM, was just transferring the stock to somebody
11 else. They were never purchasing the stock. That was never the agreement between
12 Skarpelos and WAM." *Id.* at 23:11-15.

13 Weiser offers several points that it argues constitute credible evidence at trial to
14 support its claim that it was the owner of the stock pursuant to the July 2013 PSA. None of
15 these bullet points reflect any credible evidence of that claim.

- 16 ● That Weiser had *physical possession* of the stock certificate does not equate to
17 evidence that either WAM or Weiser Capital was the owner of the stock, nor does
18 Skarpelos' cancellation of the stock certificate support such a finding.
- 19 ● The Account Agreement Terms and Conditions were not admitted as evidence at
20 trial, nor did Weiser offer any evidence that WAM was exercising its lien rights in
21 conducting the April 2013 sale transaction. Livadas testified Skarpelos had agreed
22 to a sale to a third party, not to WAM. In any event, having a lien does not mean
23 that Weiser took title to the stock. The Court found there was no evidence that
24 WAM or Weiser Capital were ever intended to be the purchasers of the stock.
- 25 ● Skarpelos' account statement showing a transaction in April 2013 does not
26 constitute evidence of a sale to Weiser. The Court noted Livadas' testimony that
27 neither WAM nor Weiser Capital owned the stock. *Id.* at 21:21-22:2.

28 ///

- 1 ● Skarpelos’ withdrawal of funds from his account does not constitute evidence that
- 2 WAM or Weiser Capital owned the stock.
- 3 ● The corresponding withdrawals by Mr. Pedafronimos do not constitute evidence
- 4 that WAM or Weiser Capital owned the stock.
- 5 ● Skarpelos’ execution of the blank stock sale agreement in July 2013 does not
- 6 constitute credible evidence that Weiser was the owner of the stock, particularly
- 7 when Livadas testified that the July 2013 PSA (which purported to sell the stock to
- 8 Weiser Capital, not WAM) was for another transaction that did not take place and
- 9 was a “meaningless” document.
- 10 ● A sale of stock “through WAM” is not evidence that Skarpelos intended to sell the
- 11 stock “to WAM.” The Court found that it was never the intent to sell stock to
- 12 either Weiser entity and dismissed all of Weiser’s claims.

13 Weiser also claims that paragraph 13 of the Livadas declaration it submitted in
14 opposing summary judgment supports the proposition that “the sales transaction was
15 essentially between Skarpelos and WAM.” Opposition at 4:7-9. However, that paragraph
16 states that Skarpelos sold the stock to Weiser Capital in April 2013, not WAM. And the
17 Court found that Weiser Capital had nothing to do with any sale of stock.

18 Weiser goes on to claim that “WAM intended that the stock would subsequently go
19 *through* its affiliate, Weiser Capital, which is why the latter’s name appeared on the July 2013
20 Purchase and Sale Agreement and why Weiser Capital was a party.” *Id.* at 4:8-10 (emphasis
21 added). In a footnote, Weiser contends Livadas testified to this at trial. However, Livadas’
22 testimony at trial was that the July 2013 PSA was intended for another transaction that never
23 took place and was a meaningless document.

24 Even now, Weiser just cannot get its story straight. The Court has already found there
25 was no evidence of a contract for the sale of stock from Skarpelos to either WAM or Weiser
26 Capital. The Court noted Livadas’ testimony that neither Weiser entity owns the stock and
27
28

1 the Court found Livadas’ testimony regarding the July 2013 PSA to be troubling. *Id.* at 7:3-
2 11.¹ Weiser’s attempt to rewrite history to avoid an award of fees should be disregarded.

3 ***C. Weiser abandoned its pleadings and legal theories at trial.***

4 “Weiser” argues that “it” has “consistently held that its right to the Anavex stock
5 derived from Skarpelos’ 2013 sale of the stock.” Opposition at 4:19-20. Weiser contends that
6 “the April 2013 transaction was *memorialized* in the July 2013 Purchase and Sale
7 Agreement.” *Id.* at 4:22-23; 5:8-13 (emphasis in original). Weiser states that “Weiser
8 Capital’s name appeared on the July 2013 Purchase and Sale agreement concerning the
9 underlying sale.” *Id.* at 5:16-18.

10 This assertion ignores Livadas’ trial testimony. It ignores the game of musical chairs
11 WAM and Weiser Capital have played in claiming ownership of the stock. Livadas’ trial
12 testimony was a complete departure from Weiser’s demand letters to NATCO leading to this
13 litigation. It was a complete departure from Weiser’s subsequent position that Weiser Capital
14 was the owner by virtue of the July 2013 PSA. The Court found that Livadas’ testimony was
15 inconsistent with what Weiser had claimed all along. *Id.* at 21:6-20. Now, in post-trial
16 briefing, Weiser attempts to ignore Livadas’ surprising trial testimony and reclaim its prior
17 theories to avoid an award of attorneys’ fees.

18 This cannot be permitted. There was no credible evidence to support Weiser’s claims
19 that either WAM or Weiser Capital was the owner of the stock. The Court found that “there
20 is no evidence that I can use to conclude that there was in fact a contract for the sale of shares
21 to either Weiser Asset Management or to Weiser Capital.” *Id.* at 20:23-21:2. Even after trial,
22 the Court was unclear on which Weiser entity claimed to be the owner. *Id.* at 31:4-21.

23 The only clear evidence Weiser presented at trial was that the July 2013 PSA was
24 meaningless. *Id.* at 19:1-2. It was clear at trial that the true nature of Weiser’s claim was for
25 damages based on Skarpelos’ breach of the brokerage account agreement. Instead of pleading
26 that claim, however, Weiser led Skarpelos and the Court on a wild goose chase for several
27

28 ¹ While the Court did find Skarpelos’ testimony to be not credible in certain respects, his credibility is not
relevant to whether Weiser presented credible evidence at trial to support its claims to ownership of the stock.

1 years of litigation at substantial expense to Skarpelos—only to abandon its claims at trial.
2 Skarpelos should be compensated for Weiser’s frivolous conduct pursuant to NRS
3 18.010(2)(b).

4 ***D. Skarpelos properly argued that the requested fees are reasonable under the***
5 ***Brunzell factors.***

6 Weiser contends Skarpelos “glibly” left the task of evaluating the *Brunzell* factors to
7 the Court. Opposition at 2:7. That is not true. Skarpelos properly argued the *Brunzell* factors
8 in the motion: He argued that the case’s result weighed in favor of an award of fees, as he
9 prevailed on the only issue framed by the pleadings in this case. Motion at 7:21-28. He
10 argued that the character of the work was made difficult because it was unclear throughout the
11 case whether WAM or Weiser Capital actually claimed to be the owner of the stock and on
12 what basis either or both claimed ownership, and that the actual work performed (and
13 therefore the corresponding fees requested) was reasonable in light of Weiser’s frivolous
14 claims to ownership of the stock. *Id.* Regarding the qualities of the attorney, Skarpelos
15 appropriately left that factor to the Court to evaluate. While an attorney may be confident in
16 his or her own abilities (and many are happy to say so), Skarpelos does not believe this factor
17 is seeking the attorney’s opinion, but rather the Court’s.

18 While Weiser characterizes the fees sought as “impressive,” it is undisputed that this
19 case proceeded through several years of litigation, extensive written discovery, overseas travel
20 and depositions, a 5-day trial at which Skarpelos prevailed, and additional post-litigation
21 briefing. Skarpelos contends the fees sought are reasonable and were necessary to litigate this
22 case through successful conclusion. Skarpelos provided the Court with his attorneys’ billing
23 records so that Court can evaluate whether it agrees or not. However, Nevada law does not
24 require billing records with every fee request. *O’Connell v. Wynn Las Vegas, LLC*, 134 Nev.
25 Adv. Op. 7, 429 P.3d 664, 670-671 (2018) (“[L]imiting the source for the calculation to
26 billing records is too restrictive.”). In determining the amount of fees to award, the court is
27 not limited to one specific approach; its analysis may begin with any method rationally
28 designed to calculate a reasonable amount. *Id.* The award may be based on “the reasonable

1 value” of the attorney’s services, and the proof may be the case file from the matter. *Id.*,
2 citing *Cooke v. Gove*, 61 Nev. 55, 114 P.2d 87 (1941). As long as the court properly weighs
3 the *Brunzell* factors and provides sufficient reasoning and findings in support of its
4 determination of what amount to award, the result will be deemed reasonable. *Id.*

5 In Nevada, “district courts have great discretion to award attorney fees, and this
6 discretion is tempered only by reason and fairness.” *Haley v. Dist. Ct.*, 128 Nev. 171, 178,
7 273 P.3d 855, 860 (2012). The Court has sufficient information to evaluate the *Brunzell*
8 factors and determine the appropriate amount of a fee award. Skarpelos maintains that the
9 requested award of \$216,900.50 is reasonable.

10 **III. CONCLUSION**

11 Weiser brought and maintained its claims without reasonable grounds. It presented no
12 credible evidence at trial to support its claims. The circumstances of this case present an
13 “appropriate situation” in which to award attorneys’ fees pursuant to NRS 18.010(2)(b).
14 Skarpelos requests that the Court liberally construe the provisions of that statute and award
15 him the amount of fees the Court deems reasonable.

16 **AFFIRMATION**

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

19 DATED: June 7, 2019

WOODBURN AND WEDGE

21 By /s/ Dane W. Anderson

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

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

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Woodburn and Wedge and that on this date,
3 I caused to be sent via electronic delivery through the Court's E-flex system a true and correct
4 copy of **REPLY IN SUPPORT OF MOTION FOR ATTORNEYS' FEES** 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: June 7, 2019

23 /s/ Dianne M. Kelling
24 Dianne M. Kelling, an employee of
25 Woodburn and Wedge
26
27
28