

# **ACHIEVE LIFE SCIENCES, INC.**

Filed by  
**STEWART RICHARD ALISTAIR**

## **FORM SC 13D** (Statement of Beneficial Ownership)

Filed 08/11/17

Address	19820 NORTH CREEK PARKWAY SUITE 201 BOTHELL, WA 98011
Telephone	425-686-1500
CIK	0000949858
Symbol	ACHV
SIC Code	2835 - In Vitro and In Vivo Diagnostic Substances
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934\*

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**Achieve Life Sciences, Inc.**  
(Name of Issuer)

Common Stock, par value \$0.001 per share  
(Title of Class of Securities)

004468 104  
(CUSIP Number)

Robert R. Carlson, Esq.  
Sidley Austin LLP  
1001 Page Mill Road  
Building 1  
Palo Alto, CA 94304  
(650) 565-7129

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 1, 2017  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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**Note** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAMES OF REPORTING PERSONS		
	Richard Stewart		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		
	(a) <input type="checkbox"/>		
	(b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)		
	OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION		
	United Kingdom		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	
		1,950,309	
	8	SHARED VOTING POWER	
		176,418	
	9	SOLE DISPOSITIVE POWER	
		1,950,309	
	10	SHARED DISPOSITIVE POWER	
		176,418	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	2,126,727		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		
	19.4%		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)		
	IN		

**Item 1. Security and Issuer**

This statement on Schedule 13D (the “Schedule 13D”) relates to the common stock, par value \$0.001 per share, of Achieve Life Sciences, Inc. (the “Issuer”), a Delaware corporation (“Common Stock”). The principal executive offices of the Issuer are located at 19820 North Creek Parkway, Bothell, Washington 98011.

**Item 2. Identity and Background**

- (a) This Schedule 13D is being filed on behalf of Richard Stewart (the “Reporting Person”).
- (b) The address of the Reporting Person is c/o Ricanto Limited, Century House, Wargrave Road, Henley-on-Thames, Oxfordshire, United Kingdom.
- (c) The Reporting Person’s present principal occupation is as the Chairman of the Board and Chief Executive Officer of the Issuer.
- (d) During the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The Reporting Person is a citizen of the United Kingdom.

**Item 3. Source and Amount of Funds or Other Consideration**

On January 5, 2017, Achieve Life Sciences, Inc., formerly known as “OncoGenex Pharmaceuticals, Inc.” (“OncoGenex”) and Achieve Life Science, Inc. (“Achieve”) entered into an Agreement and Plan of Merger and Reorganization (the “Merger Agreement”), pursuant to which Ash Acquisition Sub, Inc., a Delaware corporation and a wholly owned subsidiary of OncoGenex merged with and into Achieve, (the “First Merger”), with Achieve becoming a wholly owned subsidiary of OncoGenex and the surviving company of the First Merger (the “Initial Surviving Corporation”). Promptly following the First Merger, the Initial Surviving Corporation merged with and into Ash Acquisition Sub 2, Inc. (“Merger Sub 2”), a Delaware corporation and a wholly owned subsidiary of OncoGenex, with Merger Sub 2 continuing as the surviving entity as a direct wholly owned subsidiary of OncoGenex. The Merger closed on August 1, 2017 (the “Closing”).

Upon the Closing, pursuant to the Merger Agreement, the former stockholders of Achieve now own approximately 75% of the outstanding shares of Common Stock. The Reporting Person is a former stockholder of Achieve and became the beneficial owner of shares of Common Stock in exchange for the shares of capital stock of Achieve previously held by the Reporting Person.

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**Item 4. Purpose of Transaction**

The information in Item 3 is incorporated herein by reference.

The Reporting Person acquired the Common Stock for investment purposes. The Reporting Person may, from time to time, depending upon market conditions and other factors deemed relevant by the Reporting Person, acquire shares of common stock, preferred stock or warrants of the Issuer, outside of those contemplated by the Merger Agreement. The Reporting Person reserves the right to, and may in the future choose to, change his purpose with respect to the investment and take such actions as he deems appropriate in light of the circumstances including, without limitation, to dispose of, in the open market, in a privately negotiated transaction, by transfer, by exchange or by gift, all or a portion of the shares of Common Stock or other securities of the Issuer which he now owns or may hereafter acquire. Any decision of the Reporting Person to increase his holdings in Common Stock or securities convertible into Common Stock, will depend, however, on numerous factors, including, without limitation, the price of shares of Common Stock, the terms and conditions related to their purchase and sale, the prospects and profitability of the Issuer, other business and investment alternatives of the Reporting Person, tax considerations and general economic and market conditions. At any time, the Reporting Person may determine to dispose of some or all of his holdings of common stock depending on those and other considerations.

In connection with the Closing, the Reporting Person was elected to the Issuer's Board of Directors and was appointed the Issuer's Chairman of the Board and Chief Executive Officer.

**Item 5. Interest in Securities of the Issuer**

(a) As of August 11, 2017, the Reporting Person beneficially owns 2,126,727 shares of Common Stock, or 19.4% of the issued and outstanding Common Stock, comprised of 1,950,309 shares of Common Stock, or 17.8% of the issued and outstanding Common Stock, held directly by the Reporting Person and 176,418 shares of Common Stock, or 1.6% of the issued and outstanding Common Stock, held by Ricanto Limited ("Ricanto"). The Reporting Person is an equityholder and officer of Ricanto and is therefore deemed to be the beneficial owner of all shares of Common Stock beneficially owned by Ricanto.

All ownership percentages are based on approximately 10,946,827 shares of the Issuer's common stock outstanding as of August 1, 2017 based on information provided to the Reporting Person by the Issuer.

(b) The Reporting Person has the sole power to vote and dispose or direct the disposition of the shares of Common Stock directly held by the Reporting Person. Ricanto has the sole power to vote and dispose or direct the disposition of the shares of Common Stock held by Ricanto. As the Reporting Person is an equityholder and officer of Ricanto, he shares the power to vote and dispose or direct the disposition of the shares of Common Stock held by Ricanto with the other equityholder and officer of Ricanto, Dr. Anthony Clarke.

The address of Ricanto is Century House, Wargrave Road, Henley-on-Thames, Oxfordshire, United Kingdom. Ricanto is a pharmaceutical asset optimization company based in the United Kingdom. During the last five years, to the knowledge of the Reporting Person,

neither Ricanto nor any officer or director of Ricanto has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, to the knowledge of the Reporting Person, neither Ricanto nor any officer or director of Ricanto has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. Ricanto is a private limited company incorporated under the laws of England and Wales.

The address of Dr. Clarke is c/o Ricanto Limited, Century House, Wargrave Road, Henley-on-Thames, Oxfordshire, United Kingdom. Dr. Clarke's present principal occupation is as the President and Chief Scientific Officer of the Issuer. During the last five years, to the knowledge of the Reporting Person, Dr. Clarke has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, to the knowledge of the Reporting Person, Dr. Clarke has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. Dr. Clarke is a citizen of the United Kingdom.

(c) Except as set forth elsewhere in this Schedule 13D, neither the Reporting Person nor Ricanto has engaged in any transaction in any shares of Common Stock.

(d) Not applicable.

(e) Not applicable.

**Item 6. *Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer***

On January 5, 2017, the Reporting Person and the Issuer entered into a Lock-Up Agreement (the "Lock-Up Agreement") pursuant to which the Reporting Person agreed not to engage in certain transfers of or other transactions in the Common Stock, for a period of 180 days from the Closing, without the Issuer's prior written consent. The foregoing descriptions of the Lock-Up Agreement contained in this Item 6 is not intended to be complete and is qualified in its entirety by reference to such agreement, which is attached hereto as an exhibit and incorporated herein by reference.

**Item 7. *Material to be Filed as Exhibits***

Exhibit 99.1: [Lock-Up Agreement, dated as of January 5, 2017, by and between the Reporting Person and the Issuer \(filed herewith\).](#)

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 11, 2017.

By: /s/ Richard Stewart  
Richard Stewart

## Lock-up Agreement

January 5, 2017

OncoGenex Pharmaceuticals, Inc.  
19820 North Creek Parkway  
Bothell, WA 98011

Re: Lock-up Agreement

Ladies and Gentlemen:

The undersigned signatory of this lock-up agreement (this “*Lock-Up Agreement*”) understands that Achieve Life Science, Inc. (the “*Company*”) proposes to enter into a Merger Agreement (the “*Merger Agreement*”) with OncoGenex Pharmaceuticals, Inc. (“*Arrow*”), Ash Acquisition Sub, Inc., and Ash Acquisition Sub 2, Inc. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Merger Agreement.

As material inducement to each of the Parties to enter into the Merger Agreement and to consummate the transactions contemplated by the Merger Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably agrees that, subject to the exceptions set forth herein, without the prior written consent of Arrow, the undersigned will not, during the period commencing upon the Closing and ending on the date that is 180 days after the Closing Date (the “*Lock-Up Period*”):

- (i) offer, pledge, sell, contract to sell, sell any option, warrant or contract to purchase, purchase any option, warrant or contract to sell, grant any option, right or warrant to purchase, transfer or dispose of, directly or indirectly, any shares of Arrow Capital Stock or any securities convertible into or exercisable or exchangeable for Arrow Capital Stock (including without limitation, Arrow Capital Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant), in each case, that are owned of record or beneficially by the undersigned (including holding as a custodian), or publicly disclose the intention to make any such offer, sale, purchase, pledge, grant, transfer or disposition,
- (ii) enter into any swap, short sale, hedge or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Arrow Capital Stock or such other securities described in clause (i) that are currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned and whether any such transaction described in clause (i) above or this clause (ii) is to be settled by delivery of Arrow Capital Stock or such other securities, in cash or otherwise, or
- (iii) make any demand for or exercise any similar right with respect to the registration of any shares of Arrow Capital Stock or any security convertible into or exercisable or exchangeable for Arrow Capital Stock.

The restrictions and obligations contemplated by this Lock-Up Agreement shall not apply to:

- (a) transfers of Arrow Capital Stock or securities convertible into or exercisable or exchangeable for Arrow Capital Stock:

(i) if the undersigned is a natural person, (A) as a bona fide gift to any person related to the undersigned by blood or adoption who is an immediate family member of the undersigned, or by marriage or domestic partnership (a “*Family Member*”), or to a trust formed for the benefit of the undersigned or any of the undersigned’s Family Members, (B) to the undersigned’s estate, following the death of the undersigned, by will, intestacy or other operation of law, (C) as a bona fide gift to a charitable organization, (D) by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement or (E) to any partnership, corporation or limited liability company which is controlled by the undersigned and/or by any such Family Member(s);



(ii) if the undersigned is a corporation, partnership or other business entity, (A) to another corporation, partnership or other business entity that is an affiliate (as defined under Rule 12b-2 of the Exchange Act) of the undersigned, including investment funds or other entities under common control or management with the undersigned, (B) as a distribution or dividend to equity holders (including, without limitation, general or limited partners and members) of the undersigned (including upon the liquidation and dissolution of the undersigned pursuant to a plan of liquidation approved by the undersigned's equity holders) or (C) as a bona fide gift to a charitable organization; or

(iii) if the undersigned is a trust, to any grantors or beneficiaries of the trust;

*provided that*, in the case of any transfer or distribution pursuant to this clause (a), such transfer is not for value and each donee, heir, beneficiary or other transferee or distributee shall sign and deliver to Arrow a lock-up agreement in the form of this Lock-Up Agreement with respect to the shares of Arrow Capital Stock or such other securities that have been so transferred or distributed;

(b) the exercise of options to purchase, or subscribe for, shares of Arrow Capital Stock and any related transfer of shares of Arrow Capital Stock to Arrow (i) deemed to occur upon the cashless exercise of such options, or (ii) for the purpose of paying the exercise price of such options or for paying taxes (including estimated taxes) due as a result of the exercise of such options (or the disposition to Arrow of any shares of restricted stock granted pursuant to the terms of any employee benefit plan or restricted stock purchase agreement);

(c) transfers or other dispositions by the undersigned of shares of Arrow Capital Stock purchased by the undersigned following the Closing in the open market; or

(d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Arrow Capital Stock; *provided* that such plan does not provide for the transfer of shares of Arrow Capital Stock during the Lock-Up Period;

and *provided, further*, that with respect to any transfer or distribution pursuant to each of (a), (b), (c) or (d) above, no filing by any party (donor, donee, transferor, transferee, distributor or distributee, as the case may be) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or disposition during the Lock-Up Period (other than in respect of a required filing under the Exchange Act in connection with the exercise of an option to purchase Arrow Capital Stock following such individual's termination of employment with Arrow that would otherwise expire during the Lock-Up Period, provided that, for the avoidance of doubt, the underlying shares of Arrow Capital Stock shall continue to be subject to the restrictions on transfer set forth herein).

Any attempted transfer in violation of this Lock-Up Agreement will be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the transfer restrictions set forth in this Lock-Up Agreement, and will not be recorded on the share register of Arrow. In order to ensure compliance with the restrictions referred to herein, the undersigned agrees that Arrow and the Transfer Agent are hereby authorized to decline to make any transfer of Arrow Capital Stock or securities convertible into or exercisable or exchangeable for Arrow Capital Stock if such transfer would constitute a violation or breach of this Lock-Up Agreement. Arrow may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents, ledgers or instruments evidencing the undersigned's ownership of Arrow Capital Stock:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE REGISTERED OFFICE OF ARROW.

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The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement thereof. All authority herein conferred or agreed to be conferred hereunder, and any obligations of the undersigned, shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

In the event that any holder of shares of Arrow Capital Stock or any securities convertible into or exercisable or exchangeable for Arrow Capital Stock that is subject to an agreement which is substantially similar to this Lock-Up Agreement entered into by such holder, other than Arrow or the undersigned, is permitted by Arrow to sell or otherwise transfer or dispose of shares of Arrow Capital Stock or any securities convertible into or exercisable or exchangeable for Arrow Capital Stock for value other than as permitted by this Lock-Up Agreement or a substantially similar agreement entered into by such holder, the same percentage of shares of Arrow Capital Stock or any securities convertible into or exercisable or exchangeable for Arrow Capital Stock held by the undersigned shall be immediately and fully released on the same terms from any remaining restrictions set forth herein.

The undersigned understands that, if the Merger Agreement is terminated in accordance with its terms prior to the Closing, the undersigned shall be automatically released from all restrictions and obligations under this Lock-Up Agreement upon such termination and this Lock-Up Agreement shall terminate with immediate effect.

This Lock-Up Agreement, and any claim, controversy or dispute arising under or related to this Lock-Up Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Any and all remedies herein expressly conferred upon Arrow will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by Arrow of any one remedy will not preclude the exercise of any other remedy. The undersigned agrees that irreparable damage would occur to Arrow in the event that any of the provisions of this Lock-Up Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that Arrow shall be entitled to an injunction or injunctions to prevent breaches of this Lock-Up Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which Arrow is entitled at law or in equity, and the undersigned waives any bond, surety or other security that might be required of Arrow with respect thereto.

This Lock-Up Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Lock-Up Agreement (in counterparts or otherwise) by Arrow and the undersigned by facsimile or electronic transmission in .PDF format shall be sufficient to bind such parties to the terms and conditions of this Lock-Up Agreement.

*(Signature Page Follows)*

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Very truly yours,

By: /s/ Richard Stewart

**Accepted and Agreed by  
OncoGenex Pharmaceuticals, Inc.:**

By /s/ John Bencich

Name: John Bencich

Title: CFO