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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **(WESTERN DIVISION)**

16 ChromaDex, Inc.,
17 Plaintiff,
18 v.
19 Elysium Health, Inc., and Mark Morris,
20 Defendants.

Case No. 8:16-cv-2277-CJC (DFMx)

**CHROMADEx, INC.'S STATEMENT OF
GENUINE DISPUTE OF MATERIAL
FACTS IN OPPOSITION TO
DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT**

21 Elysium Health, Inc.,
22 Counterclaimant,
23 v.
24 ChromaDex, Inc.,
25 Counter-Defendant.
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Judge: Hon. Cormac J. Carney
Courtroom: 7C
Date: September 16, 2019
Time: 1:30 PM

Trial: October 15, 2019
Pretrial Conference: Sept. 18, 2019

27 **REDACTED VERSION OF DOCUMENT SOUGHT TO BE FILED**
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1 Plaintiff and Counter-Defendant ChromaDex, Inc. (“ChromaDex”) submits this
 2 Statement of Genuine Dispute of Material Facts, together with references to supporting
 3 evidence, in support of its Opposition to Elysium Health, Inc.’s (“Elysium”) and Mark
 4 Morris’s (collectively Defendants) Motion for Partial Summary Judgment.

5 **I. UNCONTROVERTED FACTS**

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
I. Background		
1. ChromaDex, Inc. (“ChromaDex”) was an ingredient supplier of nicotinamide riboside (“NR”), which it sold under the trade name Niagen, and pterostilbene (“PT”), which it sold under the trade name pTeroPure. Fifth Amended Complaint (“5AC”), at ¶¶ 28-32, 35 (ECF No. 153-00).		<u>Partially Disputed.</u> ChromaDex continues to supply the NR ingredient, which it sells under the trade name NIAGEN. Ex. 1 ¹ at 21.
2. ChromaDex is the license holder for several patents relating to NR. 5AC, at ¶ 30.		<u>Undisputed.</u>
3. ChromaDex is the sole supplier of NR in the United States. 5AC, at ¶ 35.		<u>Disputed.</u> “ChromaDex was the sole United States commercial source and supplier of NR . . .” (emphasis added) 5AC at ¶ 3.

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 28 ¹ All references to “Ex.” Refer to the Exhibits attached to the Declaration of Barrett J. Anderson in Opposition to Defendants’ Motion for Partial Summary Judgment.

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
4.	<p>Elysium is a company that utilizes science and technology, including the research of its co-founder Dr. Leonard Guarente, to create a direct-to-consumer dietary supplement called Basis.</p> <p>5AC, at ¶ 34; Sacca Decl. Ex. 1 at 35:16-36:11.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Elysium created a direct-to-consumer dietary supplement called Basis.</p> <p>Plaintiff disputes that Elysium used the research of Leonard Guarente in the creation of Basis, and disputes that the evidence cited supports Defendants’ assertion.</p> <p><i>See Ex. 91 at 57:6–59:9, 60:25–62:3, 72:22–73:2.</i>²</p>
5.	<p>Basis is principally comprised of NR and PT.</p> <p>Sacca Decl. Ex. 2 at 175:9-17.</p>	<p><u>Undisputed.</u></p>
6.	<p>Mark Morris is Elysium’s current Vice President of Research and Development and ChromaDex’s former Vice President of Business Development.</p> <p>5AC, at ¶ 15; Sacca Decl. Ex. 3 at 67:21-67:24, 71-72:7.</p>	<p><u>Undisputed.</u></p>

² All citations to deposition transcripts refer to the original transcript pagination.

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
7.	The relationship between ChromaDex and Elysium (“the Parties”) began in 2013 when Elysium sought to purchase NR from ChromaDex. Sacca Decl. Ex. 4.	<u>Undisputed.</u>
8.	The Parties entered into three agreements. 5AC, at ¶ 33.	<u>Undisputed.</u>
9.	On February 3, 2014, the Parties entered into the Niagen Supply Agreement (“NR Supply Agreement”). 5AC, Ex. C (ECF No. 153-03).	<u>Undisputed.</u>
10.	On February 3, 2014, the Parties entered into the Trademark License and Royalty Agreement. Sacca Decl. Ex. 5.	<u>Undisputed.</u>
11.	On June 26, 2014, the Parties entered into the pTeroPure Supply Agreement. 5AC, Ex. E (ECF No. 153-05).	<u>Undisputed.</u>
12.	On February 19, 2016, the Parties executed the Amendment to the NR Supply Agreement. 5AC, Ex. D (ECF No. 153-04).	<u>Undisputed.</u>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
13.	<p>The NR Supply Agreement contained a most favored nations (“MFN”) pricing provision.</p> <p>5AC, Ex. C, at Section 3.1.</p>	<p><u>Undisputed.</u></p>
14.	<p>The NR Supply Agreement contained (1) a warranty that the Niagen ChromaDex sold Elysium would be manufactured in accordance with current good manufacturing practices (“cGMP”) as described in Parts 210 and 211 of Title 21 of the United States Code of Federal Regulations, and (2) a provision requiring ChromaDex to provide notice to Elysium of issues relating to the purity of the NR it supplied, among other matters.</p> <p>5AC, Ex. C, at Sections 1.3, 3.7, and 3.9.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the NR Supply Agreement defined cGMPs as those described in Parts 210 and 2011 of Title 21 of the United States Code of Federal Regulations. Plaintiff does not dispute that the NR Supply Agreement contained a provision requiring ChromaDex to provide notice to Elysium of issues relating to the purity of the NR under certain circumstances.</p> <p>Plaintiff disputes that the parties intended to define cGMPs to refer to pharmaceutical cGMPS. Plaintiff also disputes the characterization of the contract language and refers to the contract itself.</p> <p><i>See Ex. 93 at 110:4–13; Ex. 4.</i></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
15.	<p>The Amendment to the NR Supply Agreement contained an exclusivity provision which prohibited ChromaDex “directly or indirectly, sell[ing], transfer[ing] or otherwise provid[ing] to any Third Party, or licens[ing] or otherwise enabl[ing] any Third Party to make, any products containing both Niagen and pTeroPure® (or any ingredients that are substantially similar thereto) in combination, whether in the same delivery mechanism (including tablet, capsule, melt or liquid form) or packaging or in separate form or packaging but marketed together”</p> <p>5AC, Ex. D, at Section 3.11.3.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the Amendment to the NR Supply Agreement contained an Exclusivity Provision.</p> <p>Plaintiff disputes that the limited quoted language reflects the entirety of the Exclusivity Provision.</p> <p>See 5AC, Ex. D at Section 3.11.3.</p>
16.	<p>Elysium purchased NR and PT from ChromaDex until 2016.</p> <p>Sacca Decl. Ex. 6 at ELY_0048077; Sacca Decl. Ex. 7 at ELY_0046722 – 723.</p>	<p><u>Undisputed.</u></p>
17.	<p>Over the course of 2014 to 2016, Elysium’s business grew.</p> <p>Sacca Decl. Ex. 8; Sacca Decl. Ex. 9. at CDXCA_00270548.</p>	<p><u>Partially Disputed.</u></p> <p>Elysium did not begin selling a product until February 2015.</p> <p>Ex. 88 at 35:8–10.</p>
18.	<p>Morris was responsible for developing ChromaDex’s business relationships.</p> <p>Sacca Decl. Ex. 10 at 92:3-23.</p>	<p><u>Undisputed.</u></p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
19.	<p>Morris became Elysium’s main point of contact at ChromaDex.</p> <p>Sacca Decl. Ex. 1 at 100:3-17; Sacca Decl. Ex. 11.</p>	<p><u>Undisputed.</u></p>
20.	<p>On August 28, 2015, ChromaDex acquired a stake in a direct-to consumer company called Healthspan Research, LLC (“Healthspan”).</p> <p>Sacca Decl. Ex. 12 at CDXCA_00059152-231.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that it acquired equity in Healthspan. It did so on August 27, 2015.</p> <p>Sacca Decl. Ex. 12 at CDXCA_00059152-231.</p>
21.	<p>Healthspan was founded by ChromaDex’s Board member Robert Fried (“Fried”). Fried is now the CEO of ChromaDex.</p> <p>Sacca Decl. Ex. 13 at 47:17, 64:1-6; Sacca Decl. Ex. 14.</p>	<p><u>Undisputed.</u></p>
22.	<p>On November 9, 2016, ChromaDex and Healthspan were discussing the possibility of ChromaDex acquiring Healthspan.</p> <p>Sacca Decl. Ex. 15.</p>	<p><u>Disputed.</u></p> <p>On November 9, 2016, Fried sent a text message to Dan Levitan regarding the potential for Healthspan to merge with ChromaDex after Healthspan raised substantial capital.</p> <p>Sacca. Decl. Ex. 15.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
23.	<p>On November 17, 2016, Will Black (“Black”), ChromaDex’s Vice President of Sales & Marketing, sent an email to Frank Jaksch (“Jaksch”), ChromaDex’s then-CEO, a document entitled “Cornerstones for Agreement with Rob Fried.”</p> <p>Sacca Decl. Ex. 16 at CDXCA_00153608.</p>	<p><u>Undisputed.</u></p>
24.	<p>The “Cornerstones for Agreement with Rob Fried” stated as its “Purpose and Objectives” to “[d]evelop a [new]* Direct sell to Consumer (DTC) brand” and the “[n]ew brand will replace current DTC brands of Maac 10; Nektar 7; Live Cell; HPN; Thrive Now Health and Elysium. New brand will provide ChromaDex with higher ingredient revenue than the discontinued brands.”</p> <p>Sacca Decl. Ex. 16 at CDXCA_00153609.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the quoted language appears in the “Purpose and Objectives” of a draft of a document regarding a potential agreement with Fried.</p> <p>Plaintiff disputes that the limited quoted language reflects the entirety of the “Purposes and Objectives.”</p> <p><i>See</i> Sacca Decl. Ex. 16. at CDXCA_00153609.</p>
25.	<p>On November 20, 2016, Jaksch sent an email to members of ChromaDex’s board of directors with the subject line, “RE: CDXC DTC Channel Development: Discussion Paper.”</p> <p>Sacca Decl. Ex. 9 at CDXCA_00270547; Sacca Decl. Ex. 17.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
26.	<p>In the “RE: CDXC DTC Channel Development: Discussion Paper” email Jaksch stated “[i]f we are going to seriously consider an option where we would restructure ChromaDex, which is an ingredient company, into a consumer products company, ie. Be our own Elysium, I think we need to see a very detailed business plan outlining what this strategy would look like.”</p> <p>Sacca Decl. Ex. 9 at CDXCA_00270547</p>	<p><u>Undisputed.</u></p>
27.	<p>On November 22, 2016, Jaksch sent an email to ChromaDex’s board of directors, with the subject line, “Options,” containing two attachments: (1) “ChromaDex--Outline of Healthspan Agreement--FJ with SAB Comments--11-19-16.docx”; and (2) “Outline for a ChromaDex Direct to Consumer Subsidiary 11 22 2016.docx.”</p> <p>Sacca Decl. Ex. 17; Sacca Decl. Ex. 18 at CDXCA_00173464.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Jaksch sent an email on November 22, 2016 with the subject line, “Options,” containing two attachments.</p> <p>Plaintiff disputes that Sacca Decl. Ex. 17 reflects the composition of ChromaDex’s Board in late 2016.</p> <p>See Sacca Decl. Ex. 17 (signed March 15, 2018).</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
28.	<p>The “ChromaDex—Outline of Healthspan Agreement—FJ with SAB Comments—11-19-2016” outlined its “Purposes and Objectives” to “[d]evelop a Direct sell to Consumer (DTC) brand under Healthspan (‘HS’)...HS will replace current DTC brands of Maac10; Nektar 7; Live Cell; HPN; Thrive Now Health and Elysium (the ‘Discontinued Customers’).”</p> <p>Sacca Decl. Ex. 18 at CDXCA_00173465</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the quoted language appears in the “Purposes and Objectives.”</p> <p>Plaintiff disputes that the quoted language reflects the entirety of the “Purposes and Objectives” in a draft document concerning a potential agreement with Fried.</p> <p>Sacca Decl. Ex. 18. at CDXCA_00173465.</p>
29.	<p>In June 2016, ChromaDex launched its direct-to-consumer product, TruNiagen.</p> <p>Sacca Decl. Ex. 19.</p>	<p><u>Disputed.</u></p> <p>Plaintiff acquired Healthspan Research in March 2017, and with it Healthspan’s direct-to-consumer product TRU NIAGEN.</p> <p><i>See</i> United States Securities and Exchange Commission, ChromaDex, Corp. Form 10-K, at 2 (March 15, 2018), http://d18rn0p25nwr6d.cloudfront.net/CIK-0001386570/560655d1-b2d9-4dbe-ab48-51b062458307.pdf.</p>

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	<u>Elysium's Uncontroverted Facts</u>	<u>ChromaDex's Response and Supporting Evidence</u>
30.	On November 1, 2016, ChromaDex sent Elysium a non-renewal letter, terminating the NR Supply Agreement effective February 2, 2017. Sacca Decl. Ex. 6 at ELY_0048077-079.	<u>Undisputed.</u>
31.	On March 12, 2017, ChromaDex acquired all outstanding equity interests of Healthspan it did not already own. Sacca Decl. Ex. 20.	<u>Undisputed.</u>
II. Elysium's First Counterclaim for ChromaDex's Breach of the MFN Provision of the NR Supply Agreement		

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
32.	<p>Section 3.1 of the NR Supply Agreement, the MFN provision, states, in relevant part: “With respect to all Niagen provided by ChromaDex to Elysium Health under this Agreement Elysium Health shall pay to ChromaDex a maximum price of one thousand three hundred US dollars per kilogram (\$1,300 per kg) (“Maximum Price”); If, at any time during the Term, ChromaDex supplies Niagen (or a substantially similar product) to a Third Party at a price that is lower than that at which Niagen is supplied to Elysium Health under this Agreement, then the price of Niagen supplied under this Agreement shall be revised to such Third Party price with effect from the date of the applicable sale to such Third Party and ChromaDex shall promptly provide Elysium Health with any refund or credits thereby created; provided Elysium Health purchases equal volumes or higher volumes than the Third Party.”</p> <p>5AC, Ex. C, at Section 3.1 (ECF No. 153-03).</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
33.	<p>Section 7.5 of the NR Supply Agreement states, in relevant part: “This Agreement and the Trademark License and Royalty Agreement entered into between the parties as of the Effective Date contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings, either oral or written, heretofore made are expressly superseded by this Agreement.”</p> <p>5AC, Ex. C, at Section 7.5 (ECF No. 153-03).</p>	<u>Undisputed.</u>
34.	<p>On February 5, 2014, ChromaDex sold 1 kilogram of NR to Innovations 4 Health for \$1,000 per kilogram.</p> <p>Sacca Decl. Ex. 21 at Tab: Raw Data, Line 15.</p>	<u>Undisputed.</u>
35.	<p>On June 27, 2014, Elysium sent its first purchase order to ChromaDex for 100 kilograms of NR at \$1,300 per kilogram.</p> <p>Sacca Decl. Ex. 22 at CDXCA_00071711-712.</p>	<u>Undisputed.</u>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
36.	<p>On February 2, 2015, ChromaDex sold 1 kilogram of NR to Proctor & Gamble for \$100 per kilogram.</p> <p>Sacca Decl. Ex. 21 at Tab: Raw Data, Line 68.</p>	<p><u>Partially Disputed.</u></p> <p>On February 2, 2015, ChromaDex sold 1 kilogram of NR to Proctor & Gamble at a discounted sample price of \$100 per kilogram. This purchase is labeled as “SAMPLE” in the column labeled “Customer PO Number.”</p> <p>Sacca Decl. Ex. 21 at Tab: Raw Data, Line 68; Ex. 102 at 1117.</p>
37.	<p>On February 10, 2015, ChromaDex sold 30 kilograms of NR to Live Cell for \$900 per kilogram.</p> <p>Sacca Decl. Ex. 21 at Tab: Raw Data, Line 69.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium's Uncontroverted Facts</u>	<u>ChromaDex's Response and Supporting Evidence</u>
38.	<p>On February 11, 2015, Elysium placed a purchase order for 60 kilograms of NR at \$1,300 per kilogram.</p> <p>Sacca Decl. Ex. 21 at Tab: Raw Data, Line 70; Sacca Decl. Ex. 23 at CDXCA_00071798 – 799.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the price per kilogram paid by Elysium for its February 11, 2015 order was \$1,300 per kilogram.</p> <p>Plaintiff disputes that the evidence cited establishes the uncontroverted fact that Elysium placed a purchase order for 60 kilograms of NR on February 11, 2015. The evidence cited shows conflicting amounts of NR purchased. Sacca Decl. Ex. 21 reflects 60 kilograms, while Sacca Decl. Ex. 23 reflects 57 kilograms.</p> <p><i>Compare</i> Sacca Decl. Ex. 21 at Tab: Raw Data, Line 70 <i>with</i> Sacca Decl. Ex. 23 at CDXCA_00071798.</p>
39.	<p>On May 27, 2015, Elysium placed a purchase order for 100 kilograms of NR at \$1,300 per kilogram.</p> <p>Sacca Decl. Ex. 24 at CDXCA_00071833 – 834.</p>	<p><u>Undisputed.</u></p>
40.	<p>On July 2, 2015, Elysium placed a purchase order for 150 kilograms of NR at \$1,300 per kilogram.</p> <p>Sacca Decl. Ex. 25 at CDXCA_00071836 – 837.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium's Uncontroverted Facts</u>	<u>ChromaDex's Response and Supporting Evidence</u>
1 2 3 4 5 6 7	41. On August 24, 2015, ChromaDex sold 300 kilograms of NR to Live Cell for \$800 per kilogram. Sacca Decl. Ex. 21 at Tab: Raw Data, Line 130.	<u>Undisputed.</u>
8 9 10 11 12	42. On October 2, 2015, Elysium placed a purchase order for 300 kilograms of NR at \$1,000 per kilogram. Sacca Decl. Ex. 26 at (CDXCA_00071840 –841.	<u>Undisputed.</u>
13 14 15 16 17	43. On November 5, 2015, Elysium placed a purchase order for 300 kilograms of NR at \$1,000 per kilogram. Sacca Decl. Ex. 27 at CDXCA_00070645 – 646.	<u>Undisputed.</u>
18 19 20 21 22	44. On February 22, 2016, Elysium placed a purchase order for 600 kilograms of NR at \$1,000 per kilogram. Sacca Decl. Ex. 28 at CDXCA_00108258 – 259.	<u>Undisputed.</u>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
45.	<p>On March 29, 2016, ChromaDex sold 90 kilograms of NR to Lief Organics for \$500 per kilogram.</p> <p>Sacca Decl. Ex. 21 at Tab Raw Data, Lines 187-88.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the evidence cited reflects a sale of 90 kilograms of NR to Lief Organics on March 29, 2016.</p> <p>Plaintiff disputes that it sold NR on March 29, 2016 to Lief Organics. Lief Organics, a contract manufacturing organization, purchased the NR on behalf of Healthspan. Plaintiff also disputes that it sold the NR to Healthspan \$500 per kilogram. Healthspan paid \$1,000 per kilogram, and was supplied additional NR valued at \$1,000 per kilogram in satisfaction of ChromaDex’s contractual commitment to supply \$500,000 worth of NR to Healthspan in exchange for equity.</p> <p>Ex. 93 at 208:2–210:8; Ex. 102 at 1118–1121.</p>
46.	<p>On April 1, 2016, Elysium placed a purchase order for 900 kilograms of NR at \$1,000 per kilogram.</p> <p>Sacca Decl. Ex. 29 at CDXCA_00101784 – 785.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
47.	<p>On May 30, 2016, Dan Alminana (“Alminana”) emailed Jaksch requesting the “sales and price data or NR that ChromaDex has sold to other customers to demonstrate that [Elysium] has been receiving the lowest price of NR since [Elysium] began purchasing the ingredient.”</p> <p>Sacca Decl. Ex. 30.</p>	<p><u>Undisputed.</u></p>
48.	<p>On June 13, 2016, in response to Alminana’s request, Jaksch sent Elysium a spreadsheet containing a “blinded summary of supply agreements for NR.”</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172596.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff disputes that Jaksch sent the spreadsheet in response to Alminana’s May 29, 2016 request. Jaksch informed Alminana that he could not provide the information he requested and the two spoke on the phone regarding the information Jaksch would send. Jaksch sent the spreadsheet pursuant to those subsequent discussions.</p> <p><i>See</i> Ex. 83.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
49.	<p>Jaksch failed to remove a tab from the spreadsheet that “wasn’t supposed to be on there” because “[i]t was an internal document that was being used to generate the other document and should have been removed, but it wasn’t.”</p> <p>Sacca Decl. Ex. 31; Sacca Decl. Ex. 32 at 206:6-12.</p>	<p><u>Undisputed.</u></p>
50.	<p>The first tab of the spreadsheet, “Sheet 1 (TR) (2),” included the price per kilogram, the royalty percentage, equity percentage, market segment, and a notes section listing specific obligations of twelve purchasers, including Elysium.</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172600.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff disputes that the first tab of the spreadsheet lists the specific obligations of “twelve purchasers.” Instead, the first tab of the spreadsheet lists the specific obligations of ChromaDex customers with NIAGEN supply agreements.</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172600.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
51.	<p>The second tab of the spreadsheet, “Sheet 1 (TR)” contained the detailed pricing information for many of ChromaDex’s customers including the name of each purchaser, the date their supply agreement was executed, the purchaser’s operating territory, any exclusivity rights to which each purchaser was entitled, excluded products, excluded fields or channels for each purchaser, terms and termination clauses from each purchaser’s supply agreement, mandatory obligations for each purchaser, trademark agreement status for each purchaser, price per kilogram for each purchaser, royalty percentage, and equity percentage.</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172600.</p>	<p><u>Partially Disputed.</u></p> <p>The second tab of the spreadsheet, “Sheet 1 (TR)” does not contain “the detailed pricing information” of ChromaDex customers. It does not contain the number of orders, frequency of those orders, or volumes purchased. Instead, it contains the details of supply agreements with ChromaDex NR customers, which does not include any details regarding orders actually placed by those customers.</p> <p><i>See</i> Sacca Decl. Ex. 31 at CDXCA_00172600.</p>
52.	<p>The second tab of the spreadsheet contained information relating to Live Cell.</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172600.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
53.	<p>Under the column entitled “Obligations,” the spreadsheet listed Live Cell’s minimum purchase order quantity as 10 kilograms and a price of \$900 per kilogram, or \$700 per kilogram for any purchase orders for over 2400 kilograms.</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172600.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that this information appears in the column labeled “Obligations.”</p> <p>Plaintiff disputes that this column reflected any obligation by Live Cell, as the agreement referenced in this row was never executed and is specifically described as “PENDING.”</p> <p>Sacca Decl. Ex. 31 at CDXCA_00172600; Ex. 83 at 907.</p>
54.	<p>On June 13, 2016, Alminana responded to Jaksch noting that “[t]he second two sheets in the attached workbook don’t seem to fully align with the first.”</p> <p>Sacca Decl. Ex. 33.</p>	<p><u>Undisputed.</u></p>
55.	<p>On June 28, 2016, Elysium submitted a purchase order for 6600 kilograms of NR at \$400 per kilogram.</p> <p>Sacca Decl. Ex. 34 at ELY_0046717.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
56.	<p>Elysium chose the \$400 per kilogram price to start a conversation around what it should be paying under the MFN.</p> <p>Sacca Decl. Ex. 1 at 226:10-12; 227:10-18.</p>	<p><u>Disputed.</u></p> <p>Elysium chose the \$400 per kilogram price based on ChromaDex trade secret information it received from Morris.</p> <p>See Ex. 94. at 97:5–15; Ex. 15 at 242.</p>
57.	<p>On June 30, 2016, the Parties had a call during which Jaksch informed Elysium that ChromaDex had sold NR to a customer called Live Cell at a price point of \$800/kg.</p> <p>Sacca Decl. Exs. 35& 36; Sacca Decl. Ex. 32 at 249:17-250:3; Sacca Decl. Ex. 37 at 255:17-258:5; Sacca Decl. Ex. 38.</p>	<p><u>Undisputed.</u></p>
58.	<p>After the June 30 call, Elysium placed a revised purchase order for 3000 kilograms of NR at \$800 per kilogram.</p> <p>Sacca Decl. Ex. 7 at ELY_0046722 – 723.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
59.	<p>ChromaDex agreed to the \$800 per kilogram price of NR to Elysium.</p> <p>Sacca Decl. Ex. 38; Sacca Decl. Ex. 39 at 117:15-20; Sacca Decl. Exs. 40 & 41.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that based on the Elysium’s representations on the June 30 Call and Morris’s acts and omissions, ChromaDex agreed to fill Elysium’s June 30 order at \$800 per kilogram for NR.</p> <p><i>See</i> Ex. 15 at 224, 241; Ex. 33 at 348; Ex. 90 at 328:4–10.</p>
60.	<p>After placing the June 30, 2016 purchase order, Elysium sought to determine what it was “fairly owed.”</p> <p>Sacca Decl. Ex. 42 at CDXCA_00209931.</p>	<p><u>Disputed.</u></p> <p>Elysium was already in possession of the information it purportedly sought from ChromaDex in order to determine what it believed it was “fairly owed.” Moreover, Elysium planned to allege breach and “drop” an email on ChromaDex as soon as Elysium was in possession of the ingredients it ordered.</p> <p>Ex. 15 at 247; Ex. 67; <i>see</i> Ex. 26; Ex. 50.</p>
<p>III. ChromaDex’s Claim Against Elysium and Morris for Misappropriation of Trade Secrets</p>		

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61.	<p>Section 1.4 of the NR Supply Agreement states, in relevant part: "Confidential Information" shall mean, with respect to a party, all information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, which is disclosed by such party to the other party and is marked, identified as or otherwise acknowledged to be confidential at the time of disclosure to the other party. Notwithstanding the foregoing, Confidential Information of a party shall not include information which the other party can establish by written documentation (a) to have been publicly known prior to disclosure of such information by the disclosing party to the other party, (b) to have become publicly known, without fault on the part of the other party, subsequent to disclosure of such information by the disclosing party to the other party, (c) to have been received by the other party at any time from a source, other than the disclosing party, rightfully having possession of and the right to disclose such information, (d) to have been otherwise known by the other party prior to disclosure of such information by the disclosing party to the other party, or (e) to have been independently developed by employees or agents of the other party without access to or use of such information disclosed by the disclosing party to the other party. For the avoidance of doubt, all Royalty Reports and any information concerning the pricing and sale of Niagen products shall be Elysium Health Confidential Information for purposes of this</p>	<p><u>Undisputed.</u></p>
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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
3 4	Agreement. 5AC, Ex. C, at ¶ 1.4 (ECF No. 153-03).	
6 7 8 9 10 11 12 13 14 15 16 17	62. In the 5AC, ChromaDex alleges two trade secrets, both related to a spreadsheet that ChromaDex refers to as the Ingredient Sales Spreadsheet (“ISS”). 5AC, at ¶ 103 (ECF No. 153-00).	<u>Partially Disputed</u> Plaintiff does not dispute that it alleges two trade secrets in its Fifth Amended Complaint. Plaintiff disputes this statement to the extent it suggests that the trade secrets alleged in the Fifth Amended Complaint are the only trade secrets at issue because, following its filing of the Fifth Amended Complaint, Plaintiff discovered other trade secrets that Defendants misappropriated. <i>See Sacca Decl. Ex. 60. at 4–23; Ex. 87 at 955–59.</i>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
63.	<p>The first trade secret alleged in the 5AC is the ISS.</p> <p>5AC, at ¶ 103 (ECF No. 153-00).</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that one of the trade secrets it alleged in its Fifth Amended Complaint is the ISS.</p> <p>Plaintiff disputes this statement to the extent it suggests that the trade secrets alleged in the Fifth Amended Complaint are the only trade secrets at issue because, following its filing of the Fifth Amended Complaint, Plaintiff discovered other trade secrets that Defendants misappropriated.</p> <p><i>See Sacca Decl. Ex. 60. at 4–23; Ex. 87 at 955–59.</i></p>
64.	<p>The ISS contained the name of each purchaser of ChromaDex ingredients, the price per kilogram each purchaser paid, the quantity of each purchase, the total amount each purchaser spent per quarter, and the dates of orders and shipments.</p> <p>Sacca Decl. Ex. 43.</p>	<p><u>Partially Disputed.</u></p> <p>The ISS contains additional information, such as forecasts for ingredient purchases, and reveals the relative market positions of ChromaDex’s ingredient customers.</p> <p>Ex. 26.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
65.	<p>At some time during his first few weeks of employment with Elysium, Morris unintentionally downloaded the ISS to his computer at Elysium.</p> <p>Sacca Decl. Ex. 3 at 6-30:12, 26:22-27:4; Sacca Decl. Ex. 44 at 5.</p>	<p><u>Disputed.</u></p> <p>The metadata of the ISS produced by Elysium shows that it was downloaded at Elysium on July 18, 2016—Morris’s first day of work at Elysium. ChromaDex also disputes the credibility of Morris’s claim that he downloaded the document “unintentionally.”</p> <p>Ex. 50.</p>
66.	<p>“Morris did not share the [ISS] with anyone other than employees or officers of ChromaDex, which occurred during the time Morris was employed by ChromaDex” and deleted the ISS from his computer at Elysium shortly after having downloaded it.</p> <p>Sacca Decl. Ex. 3 at 29:9-15; 31:10-14; Sacca Decl. Ex. 44 at 5.</p>	<p><u>Disputed.</u></p> <p>The metadata of the ISS produced by Elysium shows that Marcotulli was the custodian of the document at the time that Elysium conducted its document collection. Further, Morris had no recollection of changing the filename of the document from “Ingredient Sales,” what it was named at ChromaDex, to “NR Ingredient Sales for all customers,” the name of the file produced by Elysium, suggesting another Elysium employee renamed the file.</p> <p><i>Compare</i> Sacca Decl. Ex. 3 at 29:9–20, <i>with</i> Ex. 50.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
67.	<p>When asked about the ISS at his deposition, Alminana testified, “I have never seen this document.”</p> <p>Sacca Decl. Ex. 1 at 277:17-278:20.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Alminana testified “I have never seen this document” when asked about the ISS.</p> <p>Plaintiff disputes the credibility of Alminana’s testimony.</p> <p><i>Compare</i> Ex. 88 at 225:20–226:16, <i>with</i> Ex. 15 at 242, and Ex. 94 at 97:5–12.</p>
68.	<p>When asked whether he recognized the ISS, Marcotulli responded, “No, I do not,” and he stated that he had never seen it before.</p> <p>Sacca Decl. Ex. 37 at 316:14-318:16.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Marcotulli testified “No, I do not” when asked if he recognized the ISS.</p> <p>Plaintiff disputes the credibility of Marcotulli’s testimony.</p> <p>Ex. 50; <i>see</i> Ex. 84 at 918–19.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
69.	<p>The second trade secret alleged in the 5AC was a May 2016 text message from Morris to Alminana.</p> <p>5AC, at ¶ 103 (ECF No. 153-00).</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that it alleges the May 2016 text message from Morris to Alminana is a trade secret.</p> <p>Plaintiff disputes this statement to the extent it suggests that the trade secrets alleged in the Fifth Amended Complaint are the only trade secrets at issue because, following its filing of the Fifth Amended Complaint, Plaintiff discovered other trade secrets that Defendants misappropriated.</p> <p><i>See Sacca Decl. Ex. 60. at 4–23; Ex. 87 at 955–59.</i></p>
70.	<p>The May 29, 2016 text message sent from Morris to Alminana stated: “Dan - Live Cell was at \$1400 until 8/29/14 when we sold them 100kg at \$900. Then on 2/27/15 we sold them 300kg at \$800. They have been there ever since including orders for 250kg on both 4/28/16 and 5/19/16. They never payed [sic] a royalty.”</p> <p>Sacca Decl. Ex. 45; Sacca Decl. Ex. 46 at n. 234; 5AC, at ¶¶ 39, 192 (ECF No. 153-00).</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
71.	<p>On May 29, 2016, Morris in a separate text message, wrote to Alminana stating: “As you know, it’s in your contract and you deserve it. You are honoring the contract and so should ChromaDex.”</p> <p>Sacca Decl. Ex. 45.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Morris sent Alminana a text message on May 29, 2016 that states “As you know, it’s in your contract and you deserve it. You are honoring the contract and so should ChromaDex.”</p> <p>Plaintiff disputes the accuracy and credibility of Morris’s statement.</p> <p>Ex. 15 at 214.</p>
72.	<p>It was Morris’s responsibility to inform Elysium if it was entitled to a lower price for NR.</p> <p>Sacca Decl. Ex. 10 at 91:19-93:2.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that it was Morris’s responsibility to manage customer pricing.</p> <p>Plaintiff disputes that as part of Morris’s “responsibility to monitor the other customers’ orders to make sure Elysium was getting the best pricing,” he had authority to inform Elysium of other customers’ purchasing histories.</p> <p>Sacca Decl. Ex. 10 at 91:19-93:2.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
73.	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that when asked “Did you tell Elysium that you wanted to maintain a [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Plaintiff disputes that the evidence cited at Sacca Decl. Ex. 32 establishes the uncontroverted fact that Plaintiff provided information from which Elysium could calculate ChromaDex’s margins, especially in light of the fact that Elysium was already in possession of such information.</p> <p>Sacca Decl. Ex. 32 at 251:10–16; See Ex. 15 at 242.</p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
74.	<p>When asked if you can figure out if “you know someone’s margins and you know the price at which they’re selling, what their cost is?” ChromaDex’s expert testified that “[y]ou can.”</p> <p>Sacca Decl. Ex. 47 at 102:18-103:6; 133:14-135.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Gunderson responded “you can” in response to the stated question.</p> <p>Plaintiff disputes that ChromaDex told Elysium what its margin was on the June 30 Call or that Elysium could have used the information provided on the June 30 call to determine ChromaDex’s cost. Further, Elysium was already improperly in possession of information on ChromaDex’s costs.</p> <p>Sacca Decl. Ex. 47 at 103:7–16; Ex. 15 at 242.</p>
75.	<p>In ChromaDex’s July 9, 2013 Form 8-K, it disclosed the volume and price for NR listed in a customer’s supply agreement.</p> <p>Sacca Decl. Ex. 48 at 2, 6.</p>	<p><u>Disputed.</u></p> <p>Plaintiff disclosed the minimum purchase requirement tiers and associated prices as laid out in a customer’s supply agreement.</p> <p>Sacca Decl. Ex. 48 at 2, 6.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
76.	<p>On March 1, 2016 Jaksch texted Will McCamy, the President of Thorne Research, a competitor of Elysium, “We signed a multimillion dollar take or pay agreement with Elysium for the combination which is the core of their Basis product and they have started a nice sized clinical trial on the combo which they are paying for. Not to mention they are buying close to \$600k month right now in ingredients from us . . . soon to be closer to \$1 million a month.”</p> <p>Sacca Decl. Ex. 8; Sacca Decl. Ex. 32 at 9:9-21, 10:20-24.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Jaksch sent the quoted text to Will McCamy.</p> <p>Plaintiff disputes that the cited testimony establishes that Jaksch revealed to Thorne the amount of NR or pterostilbene Elysium was purchasing from ChromaDex.</p> <p>Sacca Decl. Ex. 8; Sacca Decl. Ex. 32 at 9:9-21, 10:20-24.</p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
77.	<p>On June 14, 2016, Jaksch told Alminana that “[w]e have no contractual agreement with Live Cell, and as such there is no contractual arrangement for pricing, however, they were purchasing NR for less than \$1000/kg in 2015 . . .”</p> <p>Sacca Decl. Ex. 49.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Jaksch made the quoted statement to Alminana on June 14, 2016.</p> <p>Plaintiff disputes the omission of the remainder of the statement that was made to Alminana. Jaksch stated: “We have no contractual agreement with Live Cell, and as such there is no contractual arrangement for pricing, however they were purchasing NR for less than \$1000/kg in 2015, as they were far and away the largest buyer of NR, and we used that volume to secure lower production pricing for /NR, which ultimately was a benefit to everyone, which is why we did it.” Jaksch’s general statement was made in response to Alminana request to confirm specific pricing per kilogram.</p> <p>Sacca Decl. Ex. 49 at CDXCA_00067500.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
78.	<p>On June 29, 2016, Jaksch told Alminana that “[c]ompared to your \$1000/kg pricing as we ended 2015, only one other customer (LC) had lower pricing. That customer took over 3X the volume as Elysium in 2015. For 1st half 2016, to date, Elysium is ahead of that customer on volume and we are prepared to adjust pricing for Q3 and Q4.”</p> <p>Sacca Decl. Ex. 50 at CDXCA_00061381.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Jaksch made the quoted statement to Alminana on June 29, 2016.</p> <p>Plaintiff disputes the omission of key parts of the statement, which was made in response to Alminana’s inquiry. Jaksch stated: “For the 1st half 2016, to date, Elysium is ahead of that customer on volume and we are prepared to adjust pricing for Q3 and Q4 (and for any order placed for shipment this week) in line with our agreement. As we did not specify the frequency of review in our agreement, we think this adjustment is fair in keeping with the spirit and terms of the agreement.”</p> <p>Sacca Decl. Ex. 50 at CDXCA_00061381.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
79.	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p><u>Disputed.</u></p> <p>Plaintiff disputes the admissibility of this evidence to prove any uncontroverted fact, as this is a settlement privileged communication. The subject line of the communication is marked “Settlement Privileged Communication Pursuant to F.R.E. 408 and Ca. Evid. Code 1152.”</p> <p>Plaintiff disputes Defendants’ use of the evidence to establish that ChromaDex shared customer purchasing information, as that information was furnished to Elysium only for the purposes of settlement.</p> <p>Sacca Decl. Ex. 51</p>

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	<u>Elysium's Uncontroverted Facts</u>	<u>ChromaDex's Response and Supporting Evidence</u>
80.	<p>[REDACTED]</p>	<p><u>Disputed.</u></p> <p>Plaintiff disputes the admissibility of this evidence to prove any uncontroverted fact, as this is a settlement privileged communication. The subject line of the communication is marked "Settlement Privileged Communication Pursuant to F.R.E. 408 and Ca. Evid. Code 1152."</p> <p>Plaintiff disputes Defendants' use of the evidence to establish that ChromaDex shared customer purchasing information, as that information was furnished to Elysium only for the purposes of settlement.</p> <p>Sacca Decl. Ex. 51</p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
81.	<p>On March 6, 2019, ChromaDex’s Response to Morris’s Interrogatory No. 1 identified over 140 items of “‘confidential and proprietary’ information and documents, ‘trade secrets and other valuable documents’” that are the subject of its claims in this case.</p> <p>Sacca Decl. Ex. 52 at 6-11.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that its March 6, 2019 Response to Morris’s Interrogatory No. 1 identified “ ‘confidential and proprietary’ information and documents, ‘trade secrets and other valuable documents,’ .”</p> <p>These documents were identified because these are the documents that Plaintiff “claims Morris and/or Elysium improperly retained, disclosed, or used, pursuant to Plaintiff’s First, Second, Third, Fourth, Fifth, and/or Sixth Causes of Action.”</p> <p>Moreover, Plaintiff supplemented and amended its response to Morris’s Interrogatory No. 1 on June 21, 2019 and August 9, 2019.</p> <p>Sacca Decl. Ex. 52 at 6; Ex. 69; Ex. 87.</p>
82.	<p>On June 21, 2019, ChromaDex served the report (the “Gunderson Report”) of its damages expert, Lance Gunderson (“Gunderson”).</p> <p>Sacca Decl. Ex. 46.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
83.	<p>Attached to the Gunderson Report was Schedule 15, which he described as “[a] listing of ChromaDex’s asserted trade secrets information at issue includes, but may not be limited to, the documents shown in Schedule 15.”</p> <p>Sacca Decl. Ex. 46 at 49; Sacca Decl. Ex. 53.</p>	<p><u>Undisputed.</u></p>
84.	<p>Schedule 15 identified four alleged trade secrets and cited to ten documents and the deposition transcripts of Daniel Magida and Mark Morris.</p> <p>Sacca Decl. Ex. 46 at 175; Sacca Decl. Ex. 53.</p>	<p><u>Disputed.</u></p> <p>Schedule 15 identifies four categories of trade secret information. It also identifies the deposition transcript of Elysium’s alternate NR manufacturer.</p> <p>Plaintiff disputes that Sacca Decl. Ex. 46 at 175 supports any uncontroverted fact, as there is no numbered page 175 to the Gunderson report.</p> <p><i>See</i> Sacca Decl. Ex. 46; Sacca Decl. Ex. 53.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
85.	<p>The Gunderson Report included three alleged trade secrets that were not originally listed in ChromaDex’s March 6, 2019 response to Morris’s Interrogatory No. 1.</p> <p>Sacca Decl. Ex. 46 at 175; Sacca Decl. Exs. 45, 53, 52 at 5-11.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that its March 6, 2019 responses to Morris’s Interrogatory No. 1 did not include three communications listed at Sacca Decl. Ex. 45. This is because ELY_0085617 Chat No. 55710 was inadvertently included on Schedule 15. The remaining two trade secrets listed were identified in the deposition of Mark Morris, which did not occur until April 24, 2019.</p> <p>Plaintiff disputes that Sacca Decl. Ex. 46 at 175 supports any uncontroverted fact, as there is no numbered page 175 to the Gunderson report.</p> <p><i>See</i> Sacca Decl. Ex. 46; Ex. 87 at 955–59, 967 (<i>see</i> “~August 30, 2015” entry).</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
86.	<p>The Gunderson Report also included Schedule 15A, titled “ChromaDex’s Trade Secrets, Confidential, and/or Proprietary Information at Issue,” which listed over 140 items.</p> <p>Sacca Decl. Ex. 46 at 176-79; Sacca Decl. Ex. 53 at 2-5.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Schedule 15A is titled “ChromaDex’s Trade Secrets, Confidential, and/or Proprietary Information at Issue” and lists myriad confidential, proprietary, and trade secret information misappropriated by Defendants.</p> <p>Plaintiff disputes that Sacca Decl. Ex. 46 at 176–79 supports any uncontroverted fact, as there is no numbered pages 176–79 to the Gunderson report.</p> <p>See Sacca Decl. Ex. 46; Sacca Decl. Ex. 53 at 2-5</p>
87.	<p>Schedule 15A lists, among other things, documents described as the NR Specifications, the PT Specifications, NR GRAS Report, and the NRCl Analytical Method.</p> <p>Sacca Decl. Ex. 46 at 176-79; Sacca Decl. Ex. 53 at 2-5; Sacca Decl. Ex. 55 at ELY_0078089; Sacca Decl. Ex. 56 at ELY_0022798 and ELY_0022804; Sacca Decl. Ex. 57 at ELY_0090347.0002.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff disputes that Schedule 15A includes a document described as the NR GRAS Report.</p> <p>Plaintiff disputes that Sacca Decl. Ex. 46 at 176–79 supports any uncontroverted fact, as there is no numbered pages 176–79 to the Gunderson report.</p>

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	<u>Elysium's Uncontroverted Facts</u>	<u>ChromaDex's Response and Supporting Evidence</u>
88.	<p>The NR Specifications and the pTeroPure Specifications were disclosed in a ChromaDex Form 10-Q filed with the United States Securities and Exchange Commission for the quarterly period ended April 2, 2016.</p> <p>Sacca Decl. Ex. 58 at 30, 38.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that the NR Specifications and pTeroPure Specifications that were attached to Elysium and ChromaDex's supply agreements were disclosed in ChromaDex's April 2, 2016 10-Q. Plaintiff disputes that the NR or pTeroPure Specifications were intended to be filed publicly, as these filings were marked for Confidential Treatment, and the inclusion of the Specifications was a mistake. Plaintiff continues to consider these documents confidential.</p> <p>Plaintiff also disputes that the version of the NR Specifications Elysium misappropriated is the version of the NR Specifications that was inadvertently publicly disclosed.</p> <p>Ex. 93 at 162:14–165:5; Ex. 90 at 278:3–20, 351:3–25.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
89.	<p>At his deposition, Jaksch admitted that while ChromaDex had redacted certain information from the copies of the NR Supply Agreement and pTeroPure Supply Agreement filed with the SEC, ChromaDex had not redacted either the NR Specifications or pTeroPure Specifications.</p> <p>Sacca Decl. Ex. 32 at 161:16 – 165:5.</p>	<p><u>Partially Disputed</u></p> <p>Plaintiff does not dispute that Jaksch stated that the NR Specifications and pTeroPure Specifications were not redacted.</p> <p>However, Jaksch stated that ChromaDex made a mistake when filing the NR and pTeroPure Specifications, and that those documents should have been redacted.</p> <p>Ex. 93 at 162:14–165:5.</p>
90.	<p>The NR GRAS Report is publicly available on the FDA’s website.</p> <p>Sacca Decl. Ex. 59 (https://www.fda.gov/files/food/published/GRAS-Notice-000635--Nicotinamide-riboside-chloride.pdf)</p>	<p><u>Undisputed.</u></p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
91.	<p>On the evening of August 9, 2019, the close of discovery, ChromaDex supplemented its March 6, 2019 response to Morris’s Interrogatory No. 1 to identify the purported trade secrets that it asserts were misappropriated in this case.</p> <p>Sacca Decl. Ex. 60 at 16-23.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that it supplemented its Interrogatory Responses on August 9, 2019.</p> <p>Plaintiff disputes that its August 9, 2019 supplementation was the first time Plaintiff identified the trade secrets Defendants misappropriated.</p> <p><i>Compare Sacca Decl. Ex. 45, with Ex. 73.</i></p>
92.	<p>In its August 9, 2019 supplemental response, ChromaDex gave four categories of alleged trade secrets: “(1) ChromaDex’s ingredient sales information, including customer purchasing histories and customers; relative market positions; (2) the price ChromaDex paid to obtain NR from its contract manufacturer; (3) ChromaDex’s research and development work regarding different salts for use in manufacturing NR; and (4) ChromaDex’s research and development work regarding different methods for manufacturing NR.”</p> <p>Sacca Decl. Ex. 60 at 16.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff provided “four defined categories of trade secret information” that Defendants misappropriated.</p> <p>Sacca Decl. Ex. 60 at 16.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
93.	<p>On the August 9, 2019 supplemental response, ChromaDex identified 12 items as included in the four categories of alleged trade secrets.</p> <p>Sacca Decl. Ex. 60 at 16.</p>	<p><u>Disputed</u></p> <p>Plaintiff provided twelve “[s]pecific examples of the trade secret information misappropriated by Defendants”</p> <p>Sacca Decl. Ex. 60 at 16.</p>
94.	<p>Eight of the alleged trade secrets were first disclosed on March 6, 2019 in the list of 140 items of “‘confidential and proprietary’ information and documents, ‘trade secrets and other valuable documents . . .’”</p> <p>Sacca Decl. Ex. 52 at 6-11.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that 10 of the alleged trade secrets were identified in its March 6, 2019 response, without being specifically identified as trade secrets.</p> <p>Sacca Decl. Ex. 60 at 16.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
95.	<p>In its January 14, 2019 Supplemental Initial Disclosures, ChromaDex stated that it would rely on its damages expert to prove damages in support of its trade secrets misappropriation claims.</p> <p>“Damages arising from Elysium’s and Morris’s misappropriation of ChromaDex’s trade secrets (Third and Fourth Claims for Relief) are unknown at this time and ChromaDex will require further discovery, including expert assistance, to ascertain all damages. At this time, ChromaDex intends to pursue compensatory damages, a reasonable royalty, the amounts by which Elysium was unjustly enriched by its conduct, and punitive damages.”</p> <p>Sacca Decl. Ex. 61 at 14.</p>	<p><u>Disputed.</u></p> <p>Plaintiff did not state that it would rely on its damages expert to prove damages, but would require “further discovery, including expert assistance, to ascertain all damages.”</p> <p>Sacca Decl. Ex. 61 at 14.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
96.	<p>In its March 6, 2019 response to Morris’s Interrogatory No. 9, ChromaDex again deferred to its expert on damages for all its claims against Morris (Third through Seventh Claims).</p> <p>Sacca Decl. Ex. 52 at 25-27.</p>	<p><u>Disputed.</u></p> <p>Plaintiff did not “defer[] to expert on damages for all its claims against Morris” as Defendants suggest. As the responses themselves state, Plaintiff stated that it would “require further discovery, including expert assistance, to ascertain all damages.” Plaintiff’s response to Interrogatory No. 9 then provided at least some specific damages calculations, and other categories of damages it will seek, which could not be known at the time of Plaintiff’s response.</p> <p>Sacca Decl. Ex. 52 at 25-27.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
97.	<p>ChromaDex’s 30(b)(6) witness refused to answer questions concerning damages sought in the case, claiming that “[t]o be able to determine what the damages are for any one document is difficult, if not impossible, unless you’re an expert.”</p> <p>Sacca Decl. Ex. 62 at 298:16-300:6.</p>	<p><u>Disputed.</u></p> <p>In the testimony directly following that cited by Elysium in Sacca Decl. Ex. 62, when asked not for a “dollar value,” but “in what respect ChromaDex was damaged about [<i>sic</i>] Elysium’s disclosure of the NR specifications,” ChromaDex’s 30(b)(6) witness stated “Elysium enabled itself to find another supplier of nicotinamide riboside much faster than they would have been if they had to develop the confidential information on their own.”</p> <p>ChromaDex’s 30(b)(6) witness later elaborated that he was unable to identify the full extent of damages in this case because, although he was “aware that there are other injuries,” he could not “know the extent of what they are because they have been designated attorneys’ eyes only under [the] protective order.”</p> <p>Ex. 90 at 300:7–14, 352:21–353:1.</p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18</p>	<p>98. Gunderson testified that he “[didn’t] parse out damages attributable to any piece of information” when conducting his damages analysis.</p> <p>Sacca Decl. Ex. 47 at 124:4-10.</p>	<p><u>Disputed.</u></p> <p>The cited portions of deposition testimony do not state the quoted language.</p> <p>Nevertheless, Gunderson’s testimony leading to counsel’s question that he didn’t “parse our damages attributable to any piece of information” was limited to discussion of ChromaDex’s trade secret damages. Further, Gunderson did not apportion damages among the trade secrets because Defendants used the trade secrets to one unified goal: staying in business by obtaining an alternate source of NR.</p> <p>See Sacca Decl. Ex. 47 at 97 133:9–17.</p>
<p>19 20 21 22 23 24 25 26 27 28</p>	<p>99. At his deposition, Gunderson could not explain how the jury could come up with a damages number related to individual alleged trade secrets.</p> <p>Sacca Decl. Ex. 47 at 97:11-20.</p>	<p><u>Disputed.</u></p> <p>Gunderson stated that the jury “potentially could” come up with a damages number related to an individual trade secret by looking at “the damages number that [he] came up with” and figuring out “what the value is based on what [he gave] them.”</p> <p>Sacca Decl. Ex. 47 at 97:11-20.</p>

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
100.	<p>Gunderson’s unjust enrichment calculation was based on “alleged misuse of confidential information,” “alleged use of proprietary information,” and “alleged aiding and abetting of Mr. Morris’s fiduciary duty, breach fiduciary duty.”</p> <p>When asked directly if he had apportioned damages between misappropriation of trade secrets, breach of fiduciary duties, and/or breach of contract, he testified truthfully that he had not.</p> <p>Sacca Decl. Ex. 47 at 200:18 - 203:23.</p>	<p><u>Disputed.</u></p> <p>Defendants misquote Gunderson’s testimony. Gunderson’s calculations were independently based on “alleged misuse of confidential information,” “alleged misuse of proprietary information,” and “alleged aiding and abetting of Mr. Morris’s fiduciary duty, breach of fiduciary duty,” as unjust enrichment is available as damages under all of these legal theories.</p> <p>Plaintiff further disputes the characterization of this portion of Gunderson’s testimony as “truthful[]” as all of his testimony was truthful as is required under oath.</p> <p>Sacca Decl. Ex. 47 at 200:18 - 203:23.</p>
101.	<p>During the relevant time period, Basis’s price has remained consistent.</p> <p>Sacca Decl. Ex. 2. at 193:25-194:11.</p>	<p><u>Undisputed.</u></p>
<p>IV. ChromaDex’s Claim Against Morris for Breach of July Agreement</p>		

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
102.	<p>Mark Morris was employed by ChromaDex from June 2007 to August 2009.</p> <p>Declaration of Mark Morris in Support of Motion for Partial Summary Judgment, (“Morris Decl.”) at ¶ 2.</p>	<p><u>Undisputed.</u></p>
103.	<p>Morris was employed again by ChromaDex from January 13, 2011 to July 15, 2016.</p> <p>Morris Decl. at ¶ 3.</p>	<p><u>Undisputed.</u></p>
104.	<p>During the course of their interactions, Morris informed Alminana and Marcotulli that he intended to resign from ChromaDex. This conversation took place sometime in the second quarter of 2016.</p> <p>Sacca Decl. Ex. 37 at 188:24-189:15, 189:22-24; Sacca Decl. Ex. 1 at 106:17-107:25.</p>	<p><u>Disputed.</u></p> <p>Morris began discussions with Elysium regarding his resignation from ChromaDex and employment at Elysium at least as early as March 12, 2016.</p> <p>Ex. 15 at 216.</p>
105.	<p>On or about July 12, 2016, at approximately 9:00am, Morris notified Troy Rhonemus that he intended to leave his employment with ChromaDex.</p> <p>Morris Decl. at ¶ 4.</p>	<p><u>Undisputed.</u></p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
106.	<p>Shortly thereafter, Morris also notified Jaksch that he was leaving his employment with ChromaDex.</p> <p>Morris Decl. at ¶ 5.</p>	<p><u>Undisputed.</u></p>
107.	<p>During subsequent discussions with individuals at ChromaDex on or about July 12, 2016 or July 13, 2016, Morris offered that his final day of employment would be July 15, 2016. ChromaDex accepted that date.</p> <p>Morris Decl. at ¶ 6.</p>	<p><u>Disputed.</u></p> <p>Morris did not offer that his final day of employment would be July 15, 2016 until July 13, 2016.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Ex. 46.</p>
108.	<p>After Morris gave notice, he immediately began to transition my responsibilities to his designated colleagues and provided his ChromaDex hard copy files to his colleagues from on or about July 12, 2016.</p> <p>Morris Decl. at ¶ 7.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff disputes when Morris gave notice and therefore whether or the time period at which he immediately began to transition responsibilities is unclear.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
109.	<p>On or about the evening of July 14, 2016, at approximately 5 p.m., Morris returned his company-issued mobile phone, laptop, and office entry key to those ChromaDex employees responsible for collecting such items.</p> <p>Morris Decl. at ¶ 8.</p>	<p><u>Disputed.</u></p> <p>Morris returned his company-issued mobile phone and office entry key fob on July 15, 2016. ChromaDex’s IT department retrieved Morris’s laptop from his office after his departure.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>See Robles Decl. ¶ 30;³ Ex. 75; Ex. 82; Ex. 49.</p>
110.	<p>On July 15, 2016, Morris arrived at ChromaDex’s office in the late morning.</p> <p>Morris Decl. at ¶ 9.</p>	<p><u>Disputed.</u></p> <p>Plaintiff has no basis to confirm this fact as undisputed.</p> <p>Ex. 75.</p>
111.	<p>On July 15, 2016, Morris had several verbal conversations with colleagues concerning business topics for the purposes of transferring responsibilities and open tasks to other ChromaDex employees.</p> <p>Morris Decl. at ¶ 10.</p>	<p><u>Disputed.</u></p> <p>Plaintiff has no basis to confirm this fact as undisputed.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p>

³ All citations to “Robles Decl.” refer to the declaration of Jenny Robles in Support of ChromaDex, Inc.’s Opposition to Elysium Health, Inc.’s and Mark Morris’s Motion for Partial Summary Judgment.

	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
112.	<p>On July 15, 2016, Morris did not have access to email or ChromaDex computer systems and no longer had ChromaDex hard copy documents.</p> <p>Morris Decl. at ¶ 11</p>	<p><u>Disputed.</u></p> <p>Morris had access to his ChromaDex email and ChromaDex computer systems on July 15, 2016. Morris completed the entirety of the work day on July 15, 2016, maintaining access to ChromaDex hard copy documents throughout the day.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Robles Decl. ¶ 23; <i>see</i> Ex. 75; Ex. 82; Ex. 49.</p>
113.	<p>In the late afternoon of July 15, 2016, at approximately 3:30 or 4:00 p.m., Morris had met with Jenny Robles, the Human Resources Manager at ChromaDex.</p> <p>Morris Decl. at ¶ 12.</p>	<p><u>Disputed.</u></p> <p>Morris met with Robles on two occasions on July 15, 2016. The first occurred at 1:30 pm. The second occurred later in the afternoon.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Ex. 82; Robles Decl. ¶¶ 18–19, 28.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
114.	<p>The meeting lasted approximately 35 minutes and began with cordial conversation.</p> <p>Morris Decl. at ¶ 13.</p>	<p><u>Disputed.</u></p> <p>The 1:30 pm meeting lasted approximately an hour.</p> <p>Plaintiff disputes the credibility of Morris’s declaration</p> <p>Robles Decl. ¶ 20.</p>
115.	<p>After engaging in “small talk” for approximately 20-30 minutes, Robles asked Morris to sign a checklist, which confirmed to the human resources department that he had:</p> <ul style="list-style-type: none"> • Completed his resignation form; • Returned his company laptop/docking station; • Returned his company-issued phone; • Returned his security system fob; • Returned his office keys; and • Returned his desk/file keys. <p>Sacca Decl. Ex. 63; Morris Decl. at ¶ 14.</p>	<p><u>Disputed.</u></p> <p>Morris and Robles spoke for over an hour at the 1:30 pm meeting. Morris did not bring his laptop or docking station to the meeting with Robles. Nor did he return his company-issued phone at this time. Morris was still in possession of USB flash drive containing ChromaDex’s trade secret, confidential, and proprietary information at the time departed from ChromaDex.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Robles Decl. ¶¶ 20, 30; Ex. 106 at 1149; Ex. 85.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
116.	<p>Robles then signed the checklist in Morris’s presence.</p> <p>Sacca Decl. Ex. 63; Morris Decl. at ¶ 15.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Robles signed the checklist in Morris’s presence.</p> <p>Plaintiff disputes when the checklist was signed.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Robles Decl. ¶ 28; Ex. 86.</p>
117.	<p>After signing the checklist, Robles also asked that Morris sign a Confidentiality and Non-Solicitation Agreement (for New Employees) (“The New Employee Agreement”).</p> <p>Morris Decl. at ¶ 16.</p>	<p><u>Disputed.</u></p> <p>Plaintiff disputes the order of events on July 15, 2016 as presented by Morris.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>See Robles Decl. ¶¶ 19–30; Ex. 48.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
118.	<p>Robles then noted that Morris had accumulated two months’ worth of salary due to vacation days that he had not used previously.</p> <p>Morris Decl. at ¶ 17.</p>	<p><u>Partially Disputed.</u></p> <p>Plaintiff does not dispute that Robles informed Morris that he had compensation for accrued but unused vacation. Plaintiff disputes the order of events on July 15, 2016 as presented by Morris.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p><i>Compare</i> Morris Decl. ¶ 18, with Ex. 81; <i>compare</i> Morris Decl. ¶ 11, with Ex. 75, and Ex. 82, and Ex. 49.</p>
119.	<p>Robles had a check in her possession issued to Morris in the amount of \$12,456.43, which was compensation for his accrued but unused vacation and his final paycheck.</p> <p>Morris Decl. at ¶ 18.</p>	<p><u>Disputed.</u></p> <p>Robles provided Morris three checks: (1) a check in the amount of \$2,981.28 for his final paycheck, (2) a check in the amount of \$9,000 for his accrued but unused vacation, and (3) a check in the amount of \$765.15 for his final reimbursement.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Ex. 81; Robles Decl. ¶ 22.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
120.	<p>Robles stated that in order for Morris to receive that check, which was compensation for his accrued but unused vacation days and his final paycheck, he would first need to sign the New Employee Agreement.</p> <p>Morris Decl. at ¶ 19.</p>	<p><u>Disputed.</u></p> <p>Robles did not make the alleged statement.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Robles Decl. ¶ 29; Ex. 80.</p>
121.	<p>At the July 15 meeting, Morris signed the New Employee Agreement.</p> <p>Sacca Decl. Ex. 64; Morris Decl. at ¶ 20; 5AC, Ex. B.</p>	<p><u>Partially Disputed.</u></p> <p>At some point on July 15, 2016, Morris signed the agreement titled “Confidentiality and Non-Solicitation Agreement.”</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>See Sacca Decl. Ex. 64; Robles Decl. ¶ 24.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
122.	<p>After Morris signed the New Employee Agreement, Robles handed him a check in the amount of \$12,456.43 as compensation for his accrued, unused vacation days and his final paycheck.</p> <p>Morris Decl. at ¶ 21.</p>	<p><u>Disputed</u></p> <p>Plaintiff disputes the order of events on July 15, 2016 as presented by Morris. Robles did not state that Morris’s receipt of his final paychecks was contingent on the signing of the Confidentiality and Non-Solicitation Agreement.</p> <p>Robles provided Morris three checks: (1) a check in the amount of \$2,981.28 for his final paycheck, (2) a check in the amount of \$9,000 for his accrued but unused vacation, and (3) a check in the amount of \$765.15 for his final reimbursement.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Ex. 45; Ex. 81; Robles Decl. ¶ 22.</p>
123.	<p>At that time, the July 15 meeting with Robles concluded.</p> <p>Morris Decl. at ¶ 22.</p>	<p><u>Disputed.</u></p> <p>Morris met with Robles on two occasions on July 15, 2016. The first occurred at 1:30 pm. The second occurred later in the afternoon.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Ex. 82; Robles Decl. ¶¶ 18–19, 28.</p>

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	<u>Elysium’s Uncontroverted Facts</u>	<u>ChromaDex’s Response and Supporting Evidence</u>
124.	<p>After the July 15 meeting concluded, Morris promptly left ChromaDex’s offices and did not return.</p> <p>Morris Decl. at ¶ 23.</p>	<p><u>Disputed.</u></p> <p>Morris met with Robles on two occasions on July 15, 2016. The first occurred at 1:30 pm. The second occurred later in the afternoon. Morris worked a full day on July 15, 2016.</p> <p>Plaintiff disputes the credibility of Morris’s declaration.</p> <p>Ex. 82; Ex. 76; Robles Decl. ¶¶ 18–19, 28–29.</p>
125.	<p>Morris began his employment with Elysium the following week.</p> <p>Sacca Decl. Ex. 3 at 307:24-308:4.</p>	<p><u>Partially disputed.</u></p> <p>Morris began his employment with Elysium the following work day.</p> <p>Ex. 15 at 60.</p>

Dated: August 28, 2019

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