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13 *Counsel continued on following page*

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**
16 **WESTERN DIVISION**

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

Case No.: 8:16-cv-02277-CJC-DFM
[Assigned to the Hon. Cormac J. Carney]

**DECLARATION OF MARK MORRIS
IN SUPPORT OF ELYSIUM HEALTH,
INC.'S AND MARK MORRIS'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT**

23
24 Elysium Health, Inc.,
25 Counterclaimant,
26 v.
27 ChromaDex, Inc.,
28 Counter-Defendant.

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DECLARATION OF MARK MORRIS

I, MARK MORRIS, declare:

1. I make this declaration in support of Defendant and Counterclaimant Elysium Health, Inc.’s and Defendant Mark Morris’s Motion for Partial Summary Judgment. I have personal knowledge of the facts set forth below to the best of my recollection and, if called as a witness, could and would testify competently as follows.

2. I was employed by ChromaDex, Inc. (“ChromaDex”) from June 2007 to August 2009.

3. I was employed again by ChromaDex from January 13, 2011 to July 15, 2016.

4. On July 12, 2016, at approximately 9 a.m., I notified Troy Rhonemus, ChromaDex’s then-Chief Operating Officer, that I intended to leave my employment with ChromaDex.

5. Shortly thereafter, I also notified Frank Jaksch, then-Chief Executive Officer of ChromaDex, that I was leaving my employment with ChromaDex.

6. During subsequent discussions with individuals at ChromaDex on or about July 12, 2016 or July 13, 2016, I offered that my final day of employment would be July 15, 2016. ChromaDex accepted that date.

7. After I gave notice, I immediately began to transition my responsibilities to my designated colleagues and provided my ChromaDex hard copy files to my colleagues from on or about July 12-13, 2016.

8. On or about the evening of July 14, 2016, at approximately 5 p.m., I returned my company-issued mobile phone, laptop, and office entry key to those ChromaDex employees responsible for collecting such items.

9. On July 15, 2016, I arrived at ChromaDex’s office in the late morning.

10. On July 15, 2016, I had several verbal conversations with colleagues concerning business topics for the purposes of transferring responsibilities and open

1 tasks to other ChromaDex employees.

2 11. On July 15, 2016, I did not have access to email or ChromaDex
3 computer systems and no longer had ChromaDex hard copy documents.

4 12. In the late afternoon of July 15, 2016, at approximately 3:30 or 4:00
5 p.m., I had met with Jenny Robles, the Human Resources Manager at ChromaDex.

6 13. The meeting lasted approximately 35 minutes and began with cordial
7 conversation.

8 14. After engaging in “small talk” for approximately 20-30 minutes,
9 Ms. Robles asked me to sign a checklist, attached to the August 16, 2019 Declaration
10 of Joseph Sacca (“Sacca Declaration”) as Exhibit 63, which confirmed to the human
11 resources department that I had:

- 12 • Completed my resignation form;
- 13 • Returned my company laptop/docking station;
- 14 • Returned my company-issued phone;
- 15 • Returned my security system fob;
- 16 • Returned my office keys; and
- 17 • Returned my desk/file keys.

18 15. Ms. Robles then signed the checklist in my presence.

19 16. After signing the checklist, Ms. Robles also asked that I sign a
20 Confidentiality and Non-Solicitation Agreement (for New Employees), found at ECF
21 No. 153-02.

22 17. Ms. Robles then noted that I had accumulated two months’ worth of
23 salary due to vacation days that I had not used previously.

24 18. Ms. Robles had a check in her possession issued to me in the amount of
25 \$12,456.43, which was compensation for my accrued but unused vacation and my
26 final paycheck.

27 19. Ms. Robles stated that in order for me to receive that check, which was
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1 compensation for my accrued but unused vacation days and my final paycheck, I
2 would first need to sign the Confidentiality and Non-Solicitation Agreement (for
3 New Employees).

4 20. At the meeting, I signed the Confidentiality and Non-Solicitation
5 Agreement (for New Employees).

6 21. After I signed Confidentiality and Non-Solicitation Agreement (for
7 New Employees), Ms. Robles handed me a check in the amount of \$12,456.43 as
8 compensation for my accrued, unused vacation days and my final paycheck.

9 22. At that time, the meeting with Ms. Robles concluded.

10 23. After the meeting concluded, I promptly left ChromaDex's offices and
11 did not return.

12 I declare under penalty of perjury in the laws of the United States that the
13 foregoing is true and correct. Executed on August 14, 2019 at New York, New York.

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15
16 Dated: August 14, 2019

17 By: 
18 MARK MORRIS

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