

1 COOLEY LLP  
MICHAEL ATTANASIO (151529)  
2 (mattanasio@cooley.com)  
BARRETT J. ANDERSON (318539)  
3 (banderson@cooley.com)  
CRAIG E. TENBROECK (287848)  
4 (ctenbroeck@cooley.com)  
SOPHIA M. RIOS (305801)  
5 (srios@cooley.com)  
JAYME B. STATEN (317034)  
6 (jstaten@cooley.com)  
4401 Eastgate Mall  
7 San Diego, CA 92121-1909  
Telephone: (858) 550-6000  
8 Facsimile: (858) 550-6420

9 *Attorneys for Plaintiff and Counter-Defendant*  
*ChromaDex, Inc.*

10 *Counsel continued on following page*

11  
12  
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.

21  
22 Elysium Health, Inc.,  
23 Counterclaimant,  
24 v.  
25 ChromaDex, Inc.,  
26 Counter-Defendant.

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

Judge: Hon. Cormac J. Carney  
Courtroom: 7C  
Date: September 16, 2019  
Time: 1:30 PM

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

1 COVINGTON & BURLING LLP  
MITCHELL A. KAMIN (202788)  
2 (mkamin@cov.com)  
1999 Avenue of the Stars, Suite 3500  
3 Los Angeles, CA 90067-4643  
Telephone: (424) 332-4800  
4 Facsimile: (424) 332-4749

5 COVINGTON & BURLING LLP  
PHILIP A. IRWIN (*admitted Pro Hac Vice*)  
6 (pirwin@cov.com)  
620 Eighth Avenue  
7 New York, NY 10018-1405  
Telephone: (212) 841-1000

8  
9 *Attorneys for Plaintiff and Counter-Defendant*  
*ChromaDex, Inc.*

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 I, Jenny Robles, declare:

2 1. I am the Human Resources (“HR”) Manager for Plaintiff and Counter-  
3 Defendant ChromaDex, Inc. (“ChromaDex”). I submit this Declaration in support of  
4 ChromaDex’s Opposition to Elysium Health, Inc.’s and Mark Morris’s Motion for  
5 Partial Summary Judgment (collectively, “Defendants”). I declare that the following  
6 statements are true and to the best of my knowledge, information, and belief, formed  
7 after a reasonable inquiry under the circumstances. If called upon to testify, I could and  
8 would competently testify hereto.

9 2. I have reviewed the Declaration of Mark Morris in Support of Elysium  
10 Health, Inc.’s and Mark Morris’s Motion for Partial Summary Judgment (Dkt. 234-1).  
11 I disagree with Mark Morris’s account of material events that occurred on July 15, 2016.

12 3. I first joined ChromaDex in 2007 as a temporary employee. In 2008, I was  
13 hired full-time as an Executive Assistant, with limited HR responsibilities. In 2011,  
14 I transitioned into the role of HR Assistant while I attended the University of California,  
15 Irvine (UCI), to obtain my HR certification. In 2013, after I received my HR  
16 certification, I was promoted to HR Manager at ChromaDex, which is the position that  
17 I hold today.

18 4. In my role as the HR Manager, I oversee all aspects of HR, including  
19 benefits, policies and procedures, worker’s compensation, recruiting, employee  
20 relations, training, auditing, and compensation. I am also responsible for onboarding  
21 new employees, coaching and coordinating with their supervisors on performance  
22 management, and conducting employee terminations. I currently oversee these HR  
23 responsibilities for all ChromaDex’s employees in Irvine as well as other locations,  
24 including Longmont, Maryland, and partially in Los Angeles. As of April 2018, I report  
25 to Jordan Gropack, VP of People and Head of HR, who oversees and directs all of my  
26 work from our Los Angeles office.

27 5. ChromaDex requires all employees to execute an agreement restricting  
28 their use and disclosure of ChromaDex’s confidential and trade secret information.

1 New employees ordinarily sign this agreement on their first day of employment as part  
2 of their onboarding.

3 6. During an orientation at the start of their employment, new employees are  
4 given information regarding the policies and procedures in ChromaDex’s Employee  
5 Handbook. When Mr. Morris was rehired, the Employee Handbook included a section  
6 (Section 11) that defined confidentiality and provided examples of types of confidential  
7 information. This list included, among other categories, “[c]ustomer lists and customer  
8 contact information”; “[f]inancial information relating to the Company’s products,  
9 services, or performance”; “[p]urchase and/or selling prices”; “[p]roduction methods”;  
10 “[p]rice lists”; and “[c]ontract terms, conditions, and financial agreements.” Employees  
11 were required to execute the “Receipt and Acknowledgement of Employee  
12 Handbook”—an accord stating they read and would abide by the policies in the  
13 Employee Handbook. These policies were also contained in ChromaDex’s  
14 “Confidentiality and Non-Solicitation Agreement,” “Insider Trading Policy,” and  
15 “Computer & Information Systems Acceptable Use Policies.” Existing employees may  
16 also be required to sign the Receipt and Acknowledgement of Employee Handbook  
17 whenever ChromaDex makes changes to its existing policies.

18 7. For employees located at ChromaDex’s Irvine location, this orientation  
19 occurs in person, generally on the employee’s first day. The orientation includes a  
20 review of all company policies for new employees (including ChromaDex’s  
21 confidentiality policies), answering any questions about the policies and/or benefits,  
22 and most importantly, completion of all new hire documents, which requires the  
23 employees to sign all the new hire documents provided.

24 8. In the event of a voluntary termination with advance notice, on the last day  
25 of employment, it is ChromaDex’s standard procedure to go through a separation  
26 process, which may include a voluntary exit interview for employees who wish to  
27 participate. I conduct the separation, often accompanied by a checklist and in the  
28 presence of the separating employee’s manager.

1           9. If the employee's separation is not voluntary, the manager's role is to  
2 conduct the separation, explaining the reasoning for termination, and answering any  
3 questions the employee may have. My role is to support the manager and ensure the  
4 separation is conducted in a professional manner.

5           10. During the separation process, once the employee and the manager have  
6 had a chance to go through the reasons for separation and questions have been  
7 addressed, it is my role to go over the separation checklist to ensure all information  
8 pertaining to the separation has been provided to the employee. This includes going  
9 over benefits, providing the employee's final paycheck (so long as reasonable notice of  
10 resignation by the employee is received), verifying the employee's forwarding address,  
11 discussing confidentiality and trade secrets, whereby I once again discuss with the  
12 employee the obligations contained in their confidentiality agreement and provide a  
13 copy of the confidentiality agreement to the employee. If the confidentiality agreement  
14 is outdated, or if there is no confidentiality agreement on file, I request that the employee  
15 execute the current version before the end of the separation process. I provide a copy  
16 of the confidentiality agreement to the employee, ask the employee to review the  
17 provisions, and recommend disclosure of the existence of that agreement to their new  
18 employer for their review. I inform the employee that if the provisions of the  
19 confidentiality agreement are violated causing harm to ChromaDex, then the company  
20 reserves the right to take legal action against the employee. I also ask the employee if  
21 they have any ChromaDex information in their possession.

22           11. During the separation process, if the employee says that they have  
23 ChromaDex information in their possession, either me, or another ChromaDex  
24 authorized representative will investigate to ascertain what the information is and where  
25 it is located. I take steps to remove the information from the employee's possession as  
26 needed. At the time of separation, ChromaDex requires the employee to return any and  
27 all ChromaDex property in their possession, such as keys, key fobs, and other access  
28 devices, as well as cell phones and other personal equipment that ChromaDex provided

1 to the employee at the time of hire or during their employment with ChromaDex.  
2 Depending on the circumstances, these devices are either returned directly to me, or  
3 ChromaDex's Information Technology ("IT") department will retrieve them at or after  
4 the employee's departure.

5 12. If the separation process occurs before the end of the workday and  
6 depending on the circumstances, employees may be allowed to work for the remainder  
7 of that day with continued access to ChromaDex's computer and information systems.  
8 If I have any reason to suspect that the departing employee may be disgruntled or could  
9 have a desire to cause harm or steal from ChromaDex or its employees, I will observe  
10 the employee pack up their personal belongings and escort the employee off the  
11 premises.

12 13. I met Mark Morris in 2007, when I first started working for ChromaDex.  
13 Mr. Morris left ChromaDex for about two years in 2009 and returned on very short  
14 notice in 2011. We both worked in the Irvine office and took on more responsibility at  
15 ChromaDex as time progressed, and we were both promoted around the same time. Mr.  
16 Morris was promoted to Vice President, Sales and Marketing in November 2013. I  
17 worked with Mr. Morris in his capacity as a ChromaDex manager, which entails some  
18 responsibilities related to HR.

19 14. For example, Mr. Morris attended separation meetings for employees who  
20 he managed and terminated on at least two prior occasions. In connection with those  
21 separations, I explained the separation process to Mr. Morris and his role and  
22 responsibilities in that process.

23 15. On February 25, 2016, I emailed all ChromaDex employees an updated  
24 copy of ChromaDex's Employee Handbook. Among other documents, I attached a  
25 copy of the Handbook, as well as a Receipt and Acknowledgment of Employee  
26 Handbook. I requested that employees execute both the employee and employer copies  
27 and return the signed "Employer Copy" to me.

28 16. Mr. Morris executed the Employer Copy of the Receipt and

1 Acknowledgment of Employee Handbook on February 26, 2016.

2 17. During the week of July 15, 2016, I learned that Mr. Morris had provided  
3 notice that he would be resigning, but I did not know when Mr. Morris's last day would  
4 be.

5 18. On the morning of July 15, 2016, shortly before 9:00 am, Mr. Morris  
6 emailed me regarding his resignation and asked to review certain policies related to  
7 healthcare. I responded and scheduled a meeting with Mr. Morris at 1:30 pm that day.  
8 My email attached a resignation form, which I asked Mr. Morris to complete and return  
9 to me so I could prepare for his separation in the future. At the time I sent the form, I  
10 was not aware that it was Mr. Morris's last day and thought that Mr. Morris desired to  
11 talk generally about his impending departure from ChromaDex.

12 19. At or around 1:30 pm, Mr. Morris came to my office for our scheduled  
13 meeting. It was not until this time that I realized that Mr. Morris intended that day—  
14 July 15, 2016—to be his last day at ChromaDex. I asked him if he had completed the  
15 resignation form I had sent to him earlier that day. He apologized and said he had not.  
16 I provided him a blank form, which he filled out in my office.

17 20. After he completed his resignation form, Mr. Morris and I spoke for  
18 approximately an hour. Over the course of the conversation, his demeanor was kind  
19 and respectful. Mr. Morris explained to me that he was leaving ChromaDex for health  
20 reasons, and that, though he did not want to stop working, he needed time off to care  
21 for himself and his family. I empathized with him for leaving for health reasons, as I  
22 understand the pressures that occur when leading a team. I told Mr. Morris that I was  
23 sad to see him leave the company—at that point we had known each other for over eight  
24 years. He then gave me a hug and left my office.

25 21. Mr. Morris did not tell me that he would be starting employment with  
26 Elysium, or any other company.

27 22. Because I was not aware that July 15 was Mr. Morris's last day, I did not  
28 have his final paychecks in order when we met at 1:30 pm. Before he left my office,



1 I confirmed with Mr. Morris that he would be working for the remainder of the day so  
2 that I could try to get his final paycheck to him prior to his departure. After that meeting,  
3 I emailed Dan Doan to inquire if he could process Mr. Morris's final checks that day.  
4 Mr. Doan was able to cut Mr. Morris's final three checks that day, which included a  
5 check for his final pay check (including a full day on July 15, 2016), a check for his  
6 accrued but unused vacation, and a check for his final reimbursement.

7 23. After the meeting, I also followed up to determine whether ChromaDex's  
8 IT department had been notified that Mr. Morris was departing that day and access to  
9 ChromaDex's servers was to be disabled. It had not. I understand that, on July 15,  
10 2016, Mr. Morris had access to the ChromaDex network, his computer, and ChromaDex  
11 email. For example, I received from Mr. Morris's ChromaDex email address, an email  
12 requesting we go over benefits the morning of July 15, 2016, as well as a company-  
13 wide email from Mr. Morris at 4:01 pm, informing everyone that it was his last day and  
14 thanking his colleagues "for the amazing journey."

15 24. During the day, I discovered that Mr. Morris's employment file only  
16 contained an executed confidentiality agreement from 2007. I do not recall at what time  
17 I asked Mr. Morris to sign an updated Confidentiality and Non-Solicitation Agreement  
18 for his file, but when I did, he did not object. He said he would be glad to sign whatever  
19 ChromaDex needed and proceeded to sign the agreement.

20 25. Had Mr. Morris refused to sign an updated confidentiality agreement it  
21 would have caused me great concern. For example, I would have questioned Mr.  
22 Morris's loyalty to the company and would have sought advice from ChromaDex  
23 management. I also would have conducted a more thorough investigation to verify that  
24 Mr. Morris had surrendered all ChromaDex information in his possession.

25 26. When we discussed whether Mr. Morris had ChromaDex documents or  
26 materials in his possession, Mr. Morris told me that he did not have any ChromaDex  
27 information or materials in his possession at that time. Because I had no reason to doubt  
28 Mr. Morris's loyalty to ChromaDex, in large part because Mr. Morris was a longtime



1 manager at ChromaDex, I trusted his representations.

2 27. Had I known that Mr. Morris was in possession of ChromaDex documents  
3 and information that day, per ChromaDex policy, I would have asked for those  
4 documents and information to be surrendered immediately.

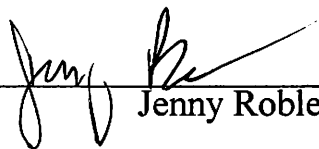
5 28. I met with Mr. Morris again to review the separation checklist and provide  
6 him with his final paychecks. I walked Mr. Morris through ChromaDex's standard  
7 separation checklist.

8 29. I also provided Mr. Morris with his final three paychecks. ChromaDex  
9 paid Mr. Morris for a full day of work on July 15, 2016. At no time did I tell Mr. Morris  
10 that he would not receive his final paycheck unless he signed an updated Confidentiality  
11 and Non-Solicitation Agreement. As the HR Manager, I am aware of California law  
12 and understood that ChromaDex had a pre-existing obligation to pay Mr. Morris for the  
13 time he worked.

14 30. I also collected Mr. Morris's ChromaDex key fob. Mr. Morris did not  
15 bring his laptop or docking station to my office. IT retrieved those items from his office  
16 following his departure. Mr. Morris did not leave the battery or case that ChromaDex  
17 had issued with his company laptop.

18 I declare under penalty of perjury of the laws of the United States that the  
19 foregoing is true and correct.

20  
21  
22  
23 Executed on August 27, 2019.

24  
25   
26 \_\_\_\_\_  
27 Jenny Robles  
28