EXHIBIT 78

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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

(SOUTHERN DIVISION)

ChromaDex, Inc.,

Plaintiff,

v.

Elysium Health, Inc.,

Defendant.

Elysium Health, Inc.,

Counterclaimant,

v.

ChromaDex, Inc.,

Counterdefendant.

Case No. 8:16-cv-02277-CJC-DFM

ELYSIUM HEALTH, INC.'S RESPONSES AND OBJECTIONS TO CHROMADEX, INC.'S FIRST SET OF INTERROGATORIES

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PROPOUNDING PARTY: Plaintiff and Counterdefendant ChromaDex, Inc.

RESPONDING PARTY: Defendant and Counterclaimant Elysium Health, Inc.

SET NO.: One (Nos. 1-11)

Pursuant to Federal Rules of Civil Procedure 26 and 33, and all applicable Local Rules, Defendant and Counterclaimant Elysium Health, Inc. ("Elysium") hereby responds and objects to Plaintiff and Counterdefendant ChromaDex, Inc.'s ("ChromaDex") First Set of Interrogatories ("Interrogatories").

PRELIMINARY STATEMENT

Elysium's responses and objections to the Interrogatories are set forth below. By asserting the specific responses and objections stated below, Elysium does not waive its right to challenge the relevancy, materiality or admissibility of the Interrogatories or its responses thereto, or the use of the Interrogatories or the responses thereto in any subsequent proceeding or trial in this action.

The responses and objections stated below are based on the information presently available and known to Elysium. Elysium's investigation of this action is continuing, and that investigation may disclose additional information or documents that could lead to additions to, changes in or variations from these responses and objections. Elysium therefore reserves its right to amend, modify or supplement the responses and objections below should such amendments, modifications or supplements become appropriate as new information becomes available.

GENERAL OBJECTIONS

Elysium responds to the Interrogatories subject to the General Objections set forth below. The following General Objections are hereby incorporated into each of the specific responses as if they were set forth in full in the response. The particular objections to individual Interrogatories supplement the General Objections and neither limit the applicability of the General Objections nor waive any objections

which may, in addition to those set forth, be applicable to the specific Interrogatories. Elysium reserves the right to supplement or amend these objections based on information that is later obtained through investigation, discovery or otherwise.

1. Elysium objects to the Interrogatories because they are premature. Interrogatory No. 1, for instance, asks Elysium to identify "each" customer whom Elysium contends received more favorable pricing for NR, but this case is in its nascent stage and no documents have yet been exchanged between the parties.

2. Elysium objects to the Interrogatories to the extent they seek information that is protected by any applicable privilege, doctrine or right, including without limitation the attorney-client privilege, work product doctrine and all other rights and privileged recognized under constitutional, statutory or common law. Nothing that Elysium states in response to the Interrogatories is intended to or shall operate as a waiver by Elysium of the attorney-client privilege, work product doctrine or any other immunity protections its communications, transactions or records from disclosure.

3. Elysium objects to the Interrogatories to the extent they are not relevant to either party's claims or defenses and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues and whether the burden or expense of the proposed discovery outweighs its likely benefit. For example, four of ChromaDex's eleven Interrogatories are contention interrogatories, which ask Elysium to state "all facts" relevant to certain of Elysium's positions.

4. Elysium objects to the Interrogatories to the extent they purport to require disclosure of (i) any information already in ChromaDex's possession, custody

or control, (ii) information in the public domain or (iii) information not available to Elysium.

5. Elysium objects to the Interrogatories to the extent they are overbroad, vague and ambiguous.

6. Elysium objects to the Interrogatories to the extent they call for responses to be based on all information known to Elysium during the period of June 1, 2013 to the present and therefore call for information relating to time periods not relevant to this action, such as the time period following the filing of the initial complaint in this action on December 29, 2016.

7. Elysium objects to the Interrogatories to the extent they seek the production of confidential, nonpublic business information, financial data, proprietary knowledge or trade secrets of Elysium or its affiliates. Elysium will provide such confidential information only upon entry of an appropriate protective order in this action.

8. Elysium objects to the Interrogatories, including any definition or instruction therein, to the extent they seek to impose on Elysium obligations different from or greater than those imposed by federal statute, the Federal Rules of Civil Procedure, the Local Rules of the Central District of California or the Individual Rules of the Court.

9. Elysium objects to the Interrogatories to the extent they seek information from or concerning "*all* facts" or "*all* ChromaDex customers" (emphases added) on the ground that such requests are overly broad, not proportional to the needs of this case and are premature at this stage. Although Elysium's responses may refer to certain facts or documents, other supporting facts or documents may not be included, and Elysium reserves the right to introduce facts and documents at any later stage in this action, including at trial.

10. No incidental or implied admissions are intended by the objections herein. Nor shall the fact that Elysium has responded to any Interrogatory be taken as an admission that Elysium accepts or admits the existence of any fact set forth or assumed by such Interrogatory.

11. Elysium reserves the right to make all appropriate objections on any ground if and when any depositions, hearings, conferences, trial or any other proceeding on this matter occur.

12. Elysium's failure to object to the Interrogatories on a particular ground shall not be construed as a waiver of its right to object on that ground or any additional ground at any time.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

The following Objections to Definitions and Instructions are incorporated into each specific objection below as if fully repeated therein. Objections to specific words or definitional or instructional aspects are not intended to, and shall not be construed to, imply that the definition or instruction is otherwise unobjectionable.

13. Elysium generally objects to the Definitions set forth in the Interrogatories to the extent they attempt to define words differently than or beyond their ordinary meaning.

14. Elysium generally objects to the Definitions to the extent that the Definitions cause the specific Interrogatories to become irrelevant to the claims and defenses at issue in this action or not proportional to the needs of the case.

15. Elysium objects Definition No. 2 to the extent the definition of "ChromaDex" includes individuals or entities that have no relationship to ChromaDex's corporate structure, including but not limited to ChromaDex's "attorneys, accountants, [and] consultants."

16. Elysium objects to Definition No. 3 to the extent "Communication" is defined to include *"any* transmission of information" (emphasis added) and is therefore vague, overbroad and not proportional to the needs of this case.

17. Elysium objects to Definition No. 4 because the definition of "Concerning" is vague and overbroad, such as its inclusion of something "indirectly" relating to a stated subject matter.

18. Elysium objects to Definition No. 6 to the extent the definition of "Document" exceeds the requirements of federal law, the Federal Rules of Civil Procedure or the Local Rules.

19. Elysium objects to Definition No. 8 because the definition of "MFN Provision" fails to provide the complete provision from Section 3.1 of the NIAGEN Supply Agreement.

20. Elysium objects to Definition No. 11 because the definition of "Person" is vague and overbroad and, in particular, includes any "entity or association or any other cognizable entity."

21. Elysium objects to Definition No. 12 because the definition of "You, Your or Yours" includes individuals and entities that are not within Elysium's possession, custody or control, including but not limited to Elysium's "attorneys, accountants, [and] consultants."

22. Elysium objects to Definition No. 13 to the extent the definition of "Identify Each Document" imposes obligations that exceed the requirements of the Federal Rules of Civil Procedure, Local Rules, Individual Rules and any protective order that may be entered in this action.

23. Elysium objects to Definition No. 14 to the extent the definition of "Identify Each Communication" imposes obligations that exceed the requirements of the Federal Rules of Civil Procedure, Local Rules, Individual Rules and any protective order that may be entered in this action.

24. Elysium objects to Definition No. 15 to the extent the definition of "Identify Each Person" imposes obligations that exceed the requirements of the Federal Rules of Civil Procedure, Local Rules, Individual Rules and any protective order that may be entered in this action.

25. Elysium objects generally to the Instructions to the extent they request information protected by the attorney-client privilege, work product doctrine or any other protection or immunity under federal law, state law, decisional or case law or common law.

26. Elysium objects generally to the Instructions to the extent they seek to impose obligations on Elysium that exceed the requirements of the Federal Rules of Civil Procedure, Local Rules, Individual Rules and any protective order entered in this case. For example, Instruction No. 3 seeks to impose obligations on Elysium that exceed the scope and requirements of Federal Rule of Civil Procedure 26(b)(5). Rule 26(b)(5) requires only that a party describe a withheld document's nature in "a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim." (F.R.C.P. 26(b)(5).) It does not require that a party describe a withheld document's "subject matter." (Instruction No. 3.) And, in fact, doing so would defeat the purpose of the privilege.

27. Elysium objects to Instruction No. 6 to the extent "June 1, 2013 to the present" includes time periods that are not relevant to the action, including but not limited to periods following the filing of the initial complaint on December 29, 2016.

SPECIFIC RESPONSES AND OBJECTIONS TO INTERROGATORIES

Elysium incorporates by reference the General Objections and Objections to Definitions and Instructions set forth above into each of the Specific Responses and Objections set forth below.

INTERROGATORY NO. 1:

Identify each ChromaDex customer whom You contend received more favorable pricing for NR than You, so that such sale constituted a breach of the MFN Provision as alleged in the Counterclaims.

RESPONSE TO INTERROGATORY NO. 1:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 1 because it is vague and premature given that no documents have yet been exchanged between the parties. Elysium further objects because the information ChromaDex seeks is already within ChromaDex's possession, custody or control. Elysium further objects because the subject matter of this Interrogatory will be the subject of discovery and therefore any answer Elysium provides at this stage will be incomplete or based on limited information.

Subject to and without waiving any of its objections, Elysium responds as follows: Living Cell and BPI Sports, LLC.

INTERROGATORY NO. 2:

Identify each Person who informed You of facts supporting ChromaDex's purported breach of the Exclusivity Provision.

RESPONSE TO INTERROGATORY NO. 2:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 1 because it is overbroad and vague insofar as it requests that Elysium identify each person who ever "informed" it of "facts" relating to ChromaDex's breach of the Exclusivity Provision.

Subject to and without waiving any of its objections, Elysium responds as follows: Frank Jaksch and Will Black of ChromaDex, Inc. (10005 Muirlands Blvd., Suite G, Irvine, CA 92618), David Fialkow of General Catalyst (434 Broadway,

Sixth Floor, New York, NY 10013) and Jin Wang of Elysium's scientific advisory board (594 Broadway, Suite 707, New York, NY 10012) informed Elysium of facts relevant to ChromaDex's breach of the Exclusivity Provision.

INTERROGATORY NO. 3:

Identify all ChromaDex customers to whom You contend ChromaDex sold NR and/or pterostilbene or any substantially similar ingredient, in breach of the Exclusivity Provision as alleged in paragraphs 100 and 101 of the Counterclaims.

RESPONSE TO INTERROGATORY NO. 3:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 3 because it is premature given that no documents have yet been exchanged between the parties. Elysium further objects because the information ChromaDex seeks is already within ChromaDex's possession, custody or control. Elysium further objects because the subject matter of this Interrogatory will be the subject of discovery and therefore any answer Elysium provides at this stage will be incomplete or based on limited information.

Subject to and without waiving any of its objections, Elysium contends that ChromaDex breached the Exclusivity Provision through sales to, at a minimum, LifeExtension, GNC, Nordic Clinical, Niadex and Thorne Research.

INTERROGATORY NO. 4:

State all facts forming the basis for Your allegation in paragraph 101 of the Counterclaims that ChromaDex "recommend[ed] to other customers that they create products containing both nicotinamide riboside and either pterostilbene or a substantially similar ingredient . . . ."

RESPONSE TO INTERROGATORY NO. 4:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 4 because it is

overbroad and not proportional to the needs of this case, as it asks Elysium to state "*all* facts" forming the basis for its allegation in Paragraph 101 of the First Amended Counterclaims (emphasis added). This request encompasses facts that only are tangentially related, or entirely unrelated, to the claims and defenses at issue here.

Elysium further objects because the information ChromaDex seeks in this Interrogatory is already within the possession, custody or control of ChromaDex, insofar as the Interrogatory asks Elysium to identify ChromaDex's communications with its own customers.

Elysium further objects because this Interrogatory is a premature contention interrogatory not appropriate at the earliest stages of discovery, before any documents have been exchanged between the parties.

Subject to and without waiving any of its objections, Elysium responds as follows:

- ChromaDex conducts a "label review" process of any third party products that include a ChromaDex product.
- The label review process allows ChromaDex to prevent a product from being sold to customers if the product does not comply with, among other things, ChromaDex's legal and contractual obligations.
- During the term of the NIAGEN Supply Agreement, ChromaDex conducted a label review for Basis and, on information and belief, any products that would compete with Basis or otherwise violate the Exclusivity Provision.
- Several products that contained nicotinamide riboside and pterostilbene (or a substantially similar product) were sold to customers during the term of the NIAGEN Supply Agreement, and therefore survived ChromaDex's label review process.

- In an e-mail dated August 16, 2016, Will Black admitted to Elysium that ChromaDex had been working on a deal with GNC on a product that included NIAGEN and pTeroPure and therefore violated the Exclusivity Provision.

INTERROGATORY NO. 5:

Identify Each Communication in which You learned of each purported fact stated in response to Interrogatory No. 4.

RESPONSE TO INTERROGATORY NO. 5:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 5 because it is overbroad and not proportional to the needs of this case, as it asks Elysium to identify "*each* communication" in which Elysium learned "of *each* purported fact" stated in response to Interrogatory No. 4 (emphases added). This request encompasses communications that are only tangentially related, or entirely unrelated, to the claims and defenses at issue here.

Elysium further incorporates all of its objections to Interrogatory No. 4 because Elysium's response to this Interrogatory is dependent on Elysium's response to Interrogatory No. 4.

Elysium further objects because this Interrogatory is premature at the earliest stages of discovery, before any documents have been exchanged between the parties.

Elysium further objects because this Interrogatory is duplicative of its First Set of Requests for Production, and in particular Request No. 30 which asks for "All communications concerning ChromaDex's purported encouragement of any person(s) to manufacture, sell or distribute products containing NR and pterostilbene or any substantially similar ingredient . . . ."

Subject to and without waiving any of its objections, Elysium intends to produce non-privileged documents that are responsive to this Interrogatory once the

parties have met and conferred on the scope of production and an appropriate protective order has been entered in this case.

INTERROGATORY NO. 6:

State the method by which You contend the highest volume purchaser of NR should be calculated to determine whether You are entitled to ChromaDex's lowest price for NR under the MFN Provision.

RESPONSE TO INTERROGATORY NO. 6:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 6 to the extent it asks for legal conclusions. Elysium further objects because the structure and diversity of ChromaDex's NIAGEN supply agreements with entities other than Elysium is information solely within ChromaDex's knowledge. This information is necessary to determine the full extent of damages to which Elysium is entitled under the MFN Provision, and Elysium expects to receive this information during discovery.

Subject to and without waiving any of its objections, Elysium refers to Section 3.1 of the NIAGEN Supply Agreement, which provides that Elysium shall be entitled to most favored nation pricing "[i]f, 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 . . . provided Elysium Health purchases equal volumes or higher volumes than the Third Party." (ECF 48-1, at 4 (emphases added).) The volume provision of Section 3.1, therefore, is determined by the size of each lower priced order by a Third Party as compared to each order of NR by Elysium during the term of the NIAGEN Supply Agreement between Elysium and ChromaDex.

INTERROGATORY NO. 7:

State all facts that support Your interpretation stated in response to Interrogatory No. 6.

RESPONSE TO INTERROGATORY NO. 7:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 7 because it is overbroad and not proportional to the needs of this case, as it asks Elysium to state "*all* facts" supporting its interpretation of its response to Interrogatory No. 6 (emphasis added). This request encompasses facts that only are tangentially related, or entirely unrelated, to the claims and defenses at issue here.

Elysium further objects because this Interrogatory is a premature contention interrogatory not appropriate at the earliest stages of discovery, before any documents have been exchanged.

Subject to and without waiving any of its objections, Elysium states that Section 3.1 of the NIAGEN Supply Agreement provides that Elysium shall be entitled to most favored nation pricing "[i]f, 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 . . . provided Elysium Health purchases equal volumes or higher volumes than the Third Party." (ECF 48-1, at 4 (emphases added).)

INTERROGATORY NO. 8:

Define the cognizable product and geographic markets in which you contend that ChromaDex has market power as alleged in paragraphs 27 and 113 of Your Counterclaims.

RESPONSE TO INTERROGATORY NO. 8:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 8 because it is

vague and cannot accurately be answered as it is written. In particular, the Interrogatory asks Elysium to define the "cognizable product and geographic markets," the meaning of which is unclear. Elysium further objects because the subject matter of this Interrogatory will be the subject of document discovery, which has not yet commenced in this action. Any answer Elysium provides would therefore be premature and based on incomplete information. Elysium further objects to this Interrogatory to the extent it asks for legal conclusions in defining the "product and geographic markets" in which ChromaDex has market power.

Subject to and without waiving any of its objections, Elysium contends that ChromaDex has market power for supply of nicotinamide riboside in the United States and worldwide.

INTERROGATORY NO. 9:

State all facts that support your definition of the markets provided in response to Interrogatory 8.

RESPONSE TO INTERROGATORY NO. 9:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 9 because it is overbroad and not proportional to the needs of this case, as it asks Elysium to state "*all* facts" supporting its definition outlined in Interrogatory No. 8 (emphasis added). This request encompasses facts that are only tangentially related, or entirely unrelated, to the claims and defenses at issue here.

Elysium further incorporates all of its objections to Interrogatory No. 8 because Elysium's response to this Interrogatory is dependent on Elysium's response to Interrogatory No. 8.

Elysium further objects because this Interrogatory is a premature contention interrogatory not appropriate at the earliest stages of discovery, before any documents have been exchanged between the parties.

Subject to and without waiving any of its objections, Elysium responds as follows:

- ChromaDex's website states that NIAGEN is "the world's first and only commercially available nicotinamide riboside."
- ChromaDex has been the sole worldwide commercial supplier of nicotinamide riboside.
- Every nicotinamide riboside product in the global market was supplied by ChromaDex.
- ChromaDex's CEO has, on multiple occasions, stated that "I am NR," referring to nicotinamide riboside.
- ChromaDex resells nicotinamide riboside manufactured by other third parties on ChromaDex's behalf. ChromaDex is able to do that at a substantial markup to the global market.
- ChromaDex is able to dictate different prices for nicotinamide riboside to its different customers.
- Elysium further states that discovery is ongoing and it has not taken discovery from ChromaDex with respect to its market power; moreover, issues of market power may require expert discovery and related economic and market analyses.

INTERROGATORY NO. 10:

Identify, state the amount of, and explain how you calculate any damages or other relief sought by You through Your Counterclaims.

RESPONSE TO INTERROGATORY NO. 10:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 10 as duplicative of the information Elysium provided in its Rule 26(a) initial disclosures, which Elysium will continue to supplement as appropriate. Elysium further objects to this

Interrogatory as premature at this stage of discovery, before any documents have been exchanged between the Parties and before Elysium has had opportunity to assess the full extent of damages that ChromaDex has caused. Elysium thus reserves the right to supplement or amend the categories and computation of damages provided herein.

Subject to and without waiving the foregoing objections, Elysium identifies the following categories of damages it is seeking:

- Elysium seeks compensatory damages arising out of ChromaDex's breach of Section 3.1 of the NIAGEN Supply Agreement, equaling the refund or credit to which Elysium is entitled and would have been paid but for ChromaDex's breach of Section 3.1 of the NIAGEN Supply Agreement, calculated pursuant to the methodology established by Section 3.1.
- Elysium seeks compensatory damages arising out of ChromaDex's breach of Section 3.11.3 of the NIAGEN Supply Agreement, encompassing the revenue from lost sales that would have accrued to Elysium but for ChromaDex's breach of Section 3.11.3 of the NIAGEN Supply Agreement, calculated according to the revenue from sales of each product sold by a third party that contain both NIAGEN and pTeroPure (or any ingredients that are substantially similar thereto) in combination, where such NIAGEN and pTeroPure or substantially similar ingredients were sold, transferred, or otherwise provided by ChromaDex to such third party from February 19, 2016, through the remainder of the term of the NIAGEN Supply Agreement, or where the sale of such products was otherwise enabled by ChromaDex from February 19, 2016, through the remainder of the term of the NIAGEN Supply Agreement.

- Elysium seeks restitution for ChromaDex's act of fraudulent inducement, equaling Elysium's payment of royalties and/or licensing fees pursuant to the fraudulently-induced Trademark License and Royalty Agreement, calculated according to the amount of royalties paid during the term of the Trademark License and Royalty Agreement.
- Elysium seeks punitive damages for ChromaDex's act of fraudulent inducement.
- Elysium seeks a declaratory judgment that ChromaDex has misused and is misusing the '086 and '807 patents and other patents asserted by ChromaDex as covering nicotinamide riboside or its use or manufacture.
- Elysium seeks a declaration that the '086 and '807 patents and other patents asserted by ChromaDex as covering nicotinamide riboside or its use or manufacture are unenforceable from the period the misuse commenced until the misuse is purged.
- With respect to damages arising out of ChromaDex's patent misuse, such a claim is premature at this time. If the Court enters a declaratory judgment of patent misuse, Elysium reserves the right to request a hearing seeking further substantive relief for injuries arising out of the misuse, including restitution of royalties unlawfully collected under the Trademark License and Royalty Agreement (plus relief for the opportunity cost of Elysium's loss of the use of the royalties paid) and attorneys' fees expended in defending against ChromaDex's attempts to enforce the unlawful Trademark License and Royalty Agreement against Elysium.
- Elysium seeks expenses and costs, interest and other relief as the Court deems proper.

INTERROGATORY NO. 11:

State all facts that support Your damages calculations provided in response to Interrogatory 10.

RESPONSE TO INTERROGATORY NO. 11:

Elysium incorporates the General Objections and Objections to Definitions and Instructions stated above. Elysium objects to Interrogatory No. 11 because it is overbroad and not proportional to the needs of this case, as it asks Elysium to state "*all* facts" supporting its damages calculations outlined in Interrogatory No. 10 (emphasis added). This request encompasses facts that are only tangentially related, or entirely unrelated, to the claims and defenses at issue here.

Elysium further incorporates all of its objections to Interrogatory No. 10 because Elysium's response to this Interrogatory is dependent on Elysium's response to Interrogatory No. 10.

Elysium further objects because this Interrogatory is a premature contention interrogatory not appropriate at the earliest stages of discovery, before any documents have been exchanged between the parties. Elysium further states that discovery is ongoing and it has not taken discovery from ChromaDex with respect to its relationships and transactions with third parties, and that the damages calculations described above will require further discovery from ChromaDex and third parties. Elysium will respond to this Interrogatory after receiving such discovery.

Dated: July 31, 2017

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP

By: /s/ Joseph N. Sacca
JOSEPH N. SACCA
Attorneys for Defendant and Counterclaimant Elysium Health, Inc.

VERIFICATION

I, Eric Marcotulli, am an authorized representative of Elysium Health, Inc. ("Elysium"), and I am authorized to make this verification on behalf of Elysium. I have read ELYSIUM HEALTH, INC.'S RESPONSES AND OBJECTIONS TO CHROMADEX, INC.'S FIRST SET OF INTERROGATORIES. Based on information in my possession or provided to me by others, the answers to these interrogatories are true and correct to the best of my knowledge and belief.

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

Executed on July 31, 2017.

ELYSIUM HEALTH, INC.

Eric Marcotulli

CEO

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2017, a true and correct copy of the foregoing was served via electronic mail on the following individuals:

Anthony Stiegler, astiegler@cooley.com
Jon Cieslak, jcieslak@cooley.com
Eamonn Gardner, egardner@cooley.com
Sophia Rios, srios@cooley.com

Dated: July 31, 2017

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP

By: /s/ Michael M. Powell

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Attorneys for Defendant and Counterclaimant Elysium Health, Inc.

EXHIBIT 79

Highly Confidential
Attorneys' Eyes Only

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
(SOUTHERN DIVISION)

ChromaDex, Inc.,
Plaintiff,

v.

Elysium Health, Inc. and Mark Morris,
Defendants.

Case No. 8:16-02277-CJC (DMF)

EXPERT REPORT OF DR. IAIN M. COCKBURN

(JUNE 21, 2019)

EXHIBIT 4

Exhibit 4
MFN Provision Damages

	[a]	[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]
Elysium Invoice Date	Total Cost	Total NR (kilograms)	Actual Price (per kilogram)	But-for Price (per kilogram)	MFN As-of Date	MFN Third-party Customer	Third-party NR volume (per kilogram)	Overcharge (per kilogram)	Total Credit or Refund Owed
6/27/2014	$130,000	100.0	$1,300	$1,000	2/5/2014	Innovations 4 Health	1.0	$300	$30,000
2/11/2015	$78,000	60.0	$1,300	$900	2/10/2015	Live Cell	30.0	$400	$24,000
5/27/2015	$130,000	100.0	$1,300	$900	2/10/2015	Live Cell	30.0	$400	$40,000
7/2/2015	$195,000	150.0	$1,300	$900	2/10/2015	Live Cell	30.0	$400	$60,000
10/2/2015	$300,000	300.0	$1,000	$800	8/24/2015	Live Cell	300.0	$200	$60,000
11/6/2015	$300,000	300.0	$1,000	$800	8/24/2015	Live Cell	300.0	$200	$60,000
2/22/2016	$600,000	600.0	$1,000	$800	8/24/2015	Live Cell	300.0	$200	$120,000
4/1/2016	$900,000	900.0	$1,000	$500	3/29/2016	Lief Organics	90.0	$500	$450,000
7/1/2016	$2,400,000	3,000.0	$800	$500	3/29/2016	Lief Organics	90.0	$300	$900,000
Elysium's MFN Damages									**$1,744,000**

Notes and sources:
CDXCA_00429638 and CDXCA_00422033
[a] Total NR ingredient cost per purchase order.
[b] Total NR ingredient purchased by Elysium (in kilograms)
[c] = [a] / [b]
[d] But-for price equal to the (then) current lowest price paid by a third-party NR ingredient customer.
[e] Date on which a lower, more favorable third-party price was available to Elysium.
[f] ChromaDex's third-party customer with the lowest (then) current NR ingredient.
[g] Third-party NR volume purchased at MFN price
[h] = [c] - [d]
[i] = [b] x [h]

EXHIBIT 80

CHROMADEX, INC.
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(FOR NEW EMPLOYEES)

THIS AGREEMENT is entered into by and between CHROMADEX, INC. (hereinafter referred to as "CHROMADEX" or the "Company"), and MARK MARKS (hereinafter referred to as "Employee").

RECITALS

WHEREAS, CHROMADEX is a developer, manufacturer and seller of analytical reference standards, reference materials, reference kits, fine chemicals, drug discovery plates, consultancy, raw material selection and contract services used in a variety of industries, which involve the use of secret processes, inventions, customer and supplier lists and other trade secrets coming within the Employee's knowledge in trust and confidence and on the condition that the same shall not be used or disclosed except as directed by CHROMADEX and in furtherance of the business of CHROMADEX;

WHEREAS, Employee's duties for CHROMADEX may require or include the application of skill and knowledge toward devising and improving the products and methods of and for CHROMADEX;

WHEREAS, CHROMADEX and Employee hereby acknowledge that the industry that CHROMADEX competes in is extremely competitive, and that CHROMADEX expends substantial monies and other resources to develop and maintain its technical information as well as its customer relationships;

WHEREAS, it is the policy of CHROMADEX to ensure that its operations, activities, technical information, financial condition, business affairs and customer information are kept confidential;

WHEREAS, Employee through his/her employment will be exposed to CHROMADEX's technical information, accounts, contract terms and proprietary information regarding its operations; and

WHEREAS, Employee acknowledges that the restrictions contained herein are necessary and reasonable in scope and duration and are a material inducement to CHROMADEX to enter into the employment relationship with Employee.

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **CONSIDERATION**

Included in the mutual consideration acknowledged by the parties hereto, but without limitation, are an offer of employment with CHROMADEX in an at-will employment relationship and Employee's exposure to CHROMADEX's proprietary and confidential business information as its employee, and Employee's service to CHROMADEX, acting in good faith and in CHROMADEX's best interests.

2. **CHROMADEX'S PROPERTY**

All tangible items furnished to Employee from time to time in connection with the performance of Employee's duties, including, but not limited to, product information, customer lists and information, pricing lists, costing information, proposal materials, client reports, work papers, computer stored information and disks, shall at all times remain the sole property of CHROMADEX. Said items are provided to Employee for the limited purpose of enabling the Employee to perform duties of employment, and Employee hereby covenants not to use or permit any of the same to be used for any other purpose. Upon the demand of CHROMADEX, at any time or upon the termination of employment under any circumstances, Employee shall promptly tender any and all items, and all reproductions thereof, provided by CHROMADEX and any information pertinent thereto, including, but not limited to, computer passwords.

3. **CHROMADEX'S TRADE SECRETS AND CONFIDENTIAL INFORMATION**

a. Trade Secrets

(1) As used herein, the term "Trade Secrets" shall include any information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or business entities who can obtain economic value from its disclosure or use. As used herein, Trade Secrets shall not include information which is known, or shall become known through no fault of the Employee, to the public or generally known within the industry of businesses comparable to CHROMADEX.

(2) All Trade Secrets imparted to Employee by CHROMADEX, or otherwise obtained by Employee, at any time, relating to CHROMADEX's business operations, technical product data, customer or prospect lists or information, pricing or commissions, marketing, computer programs and any other such proprietary and confidential information is revealed and entrusted to Employee in

confidence, solely in connection with and for the purpose of employment on behalf of CHROMADEX.

(3) Employee shall not at any time directly or indirectly, either during or after the term of employment, divulge any Trade Secrets to any other person or business entity, nor use or permit the use of any Trade Secrets, other than pursuant to Employee's employment on behalf of CHROMADEX.

(4) Upon the termination of employment, under any circumstances, Employee shall promptly tender to CHROMADEX all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind in Employee's possession or control containing Trade Secrets.

b. Confidential Information

(1) As used herein, the term "Confidential Information" shall include any and all information imparted to Employee by CHROMADEX which, while not rising to the level of Trade Secret, is confidential and proprietary in nature and is revealed and entrusted to Employee by CHROMADEX in confidence. Confidential Information includes, but is not limited to, CHROMADEX's operations, methods of doing business, valuation methods, accounting and legal information and business ideas.

(2) All Confidential Information imparted to Employee by CHROMADEX, or otherwise obtained by Employee, at any time, is revealed and entrusted to Employee in confidence, solely in connection with and for the purpose of employment on behalf of CHROMADEX.

(3) Employee agrees that he/she shall not within the continental United States, Canada and Mexico divulge, either directly or indirectly, any Confidential Information to any other person or business entity, nor use or permit the use of any Confidential Information, other than pursuant to Employee's employment on behalf of CHROMADEX.

(4) Upon the termination of employment, under any circumstances, Employee shall promptly tender to CHROMADEX all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind in Employee's possession or control containing Confidential Information.

c. Guarding Information

Employee agrees to carefully guard (a) the Trade Secrets and Confidential Information relating to the business, operation, products or financial affairs of the Company and (b) similar information owned by others which Employee knows the Company is obligated by contract to keep confidential.

4. **PROHIBITIONS REGARDING CHROMADEX'S CUSTOMERS, EMPLOYEES AND UNFAIR COMPETITION**

a. Employee agrees that during the term of employment and, for a further period of 12 months beginning on the termination date of Employee's employment with CHROMADEX, under any circumstances, Employee shall not engage in any employment or have a direct or indirect relationship with or provide consulting services for the following companies who are competitors of ChromaDex, to wit: Sigma-Aldrich (USA), Addipharma (Germany), US Pharmacopoeia (USA), Extrasynthese (France), APIN Chemicals (UK), Phytochem (Germany), Indofine (USA), Phytoplan (USA), Herb Standard (USA), Phytopharm Plc (UK), NSF International (USA), INA (Institute for Nutraceutical Advancement) (USA), Hauser (USA). The restrictions contained in this paragraph shall also apply to Employee with regard to any subsidiary or affiliate company of the companies enumerated in this paragraph.

b. During the term of this Agreement, and for a further period of 12 months beginning on the termination date of Employee's employment with CHROMADEX under any circumstances, Employee shall not, as proprietor, partner, joint venturer, stockholder, director, officer, trustee, principal, agent, servant, employee, or in any capacity whatsoever, directly or indirectly, solicit or induce any employee of CHROMADEX for any employment in a line of business similar to that conducted by CHROMADEX, nor shall Employee, directly or indirectly, aid or assist any other person, firm, corporation or other business entity to do any of the aforesaid acts.

c. During the term of this Agreement, and for a further period of 12 months beginning on the termination date of Employee's employment with CHROMADEX under any circumstances, Employee shall not within the continental United States, Canada and Mexico, as proprietor, partner, joint venturer, stockholder, director, officer, trustee, principal, agent, servant, employee or in any capacity whatsoever, directly or indirectly, render services on behalf of a competitor of CHROMADEX or any other third party in any capacity where Trade Secrets and/or Confidential Information would reasonably be considered to be useful to the competitor or to such other third party to become a competitor of CHROMADEX.

d. The Employee's right to compete has been limited only to the extent necessary to protect ChromaDex from unfair competition. If the scope or enforceability of the restrictive covenants contained in this Agreement are disputed, a court or other tribunal may modify and enforce the covenant to the extent necessary to be reasonable under these circumstances.

5. **DEVELOPMENTS AND ROYALTIES**

All inventions, improvements, discoveries, developments, concepts and ideas ("Developments") relating to the Company's business, or capable of beneficial use by the Company, including, but not limited to, product inventions, product improvements, customer lists, prospect lists, marketing ideas, confidential and trade secret information, techniques, discoveries, slogans, designs, artwork and writings, which the Employee has or may conceive, make, develop, or acquire, either solely or jointly with others, during his/her employment with the Company, whether or not conceived, made, developed, or acquired on Company time, are and shall immediately become and remain the sole and exclusive property of the Company without charge to the Company other than the Employee's compensation. Employee agrees to promptly and freely disclose all Developments to Company management personnel and, if requested to do so, provide the Company a written description thereof. Further, Employee agrees to make and maintain adequate current written records of all Developments in the form of notebook records, sketches, drawings or reports, which record shall be and remain the sole property of and available to the Company at all times. Employee hereby grants and assigns to the Company any and all right, title or interest now existing or that may hereafter come into existence throughout the world which the Employee may have in any Developments. The Employee shall promptly and fully disclose in writing all such Developments to the Company's President, and shall at any time either during or subsequent to his/her employment, upon request of the Company without charge, furnish information and assistance and execute, acknowledge and deliver to the Company all instruments which the Company may deem necessary or desirable to enable the Company to file and prosecute applications for, and to acquire, maintain, and enforce, all trademarks, service marks, registrations, copyrights, licenses and

patents covering such Developments. No royalty shall be paid to the Employee for use of any of the Developments subject to this Agreement. The Employee agrees that his/her compensation is full and adequate consideration for such Developments. Any development disclosed by Employee to others within one year after the term of employment by CHROMADEX relating to business carried on or known by Employee to be planned by Company during Employee's employment by Company, shall also be promptly disclosed by Employee in writing to the Company and be legally presumed to have been conceived during Employee's employment by the Company and unless otherwise proven shall be and remain the exclusive property of the Company.

6. **REPRESENTATIONS**

(1) All Developments owned by Employee which Employee has conceived, prior to employment with the Company, for which no patent applications have been filed, which relate to the business of the Company and which are excluded from this agreement are listed below:

a. _____
_____
_____.
(Continue list on back if necessary)

b. If none, check here (X).

MM Employee initials

(2) All prior obligations (written and oral), such as confidentiality agreements or covenants restricting future activities or employment, that Employee has entered into which restrict his/her ability to perform the duties of employment for the Company are listed below:

a. _____
_____
_____.
(Continue list on back if necessary)

b. If none, check here (X).

MM Employee initials

Confidential

7. **RIGHTS AND REMEDIES UPON BREACH OF THE RESTRICTIVE COVENANTS**

If Employee should breach, or threaten to commit a breach, of any of the provisions of this Agreement, CHROMADEX shall have the right and remedy to have the restrictive covenants contained herein at paragraphs 3 and 4 enforced by any court of competent jurisdiction, without the necessity of posting a bond, it being agreed that any breach or threatened breach of the restrictive covenants would cause irreparable injury to CHROMADEX and that money damages would not alone provide an adequate remedy to CHROMADEX. CHROMADEX shall also have any other right or remedy available to it under law or in equity including the right to seek and recover monetary damages for lost profits and other compensable damages. Should any court of competent jurisdiction adjudge that Employee has breached any of the provisions as contained in this Agreement, CHROMADEX shall have a right to collect, in addition to any monetary damages awarded it, all of its reasonable attorneys' fees and costs for having to enforce this Agreement.

8. **OTHER ENTITIES' INFORMATION**

Employee certifies that he/she has not, and will not, disclose or use during employment by the Company any confidential information which was acquired as a result of any previous employment or under a contractual obligation of confidentiality before Employee's employment by Company.

9. **NOTICE TO FUTURE EMPLOYERS**

For the period of 12 months immediately following the end of employment by Company, Employee will inform each new employer, prior to accepting employment, of the existence of this Agreement and provide that employer with a copy of this Agreement. Employee further agrees that Company may, if it so desires, send a copy of this Agreement to, or otherwise make the provisions hereof known to, any such employer.

10. **AMENDMENT**

This Agreement may be amended only in writing and only if such writing is signed by Employee and by the President of CHROMADEX.

11. **SURVIVAL OF PROVISIONS**

Any provision of this Agreement, which by terms or reasonable implication is to be or may be performed or effective after the termination of the Agreement, shall be deemed to survive such termination.

12. **SEPARABILITY AND MODIFICATION**

If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. CHROMADEX and the Employee hereby agree that the restrictive covenants as set forth herein at Sections 3 and 4 are separate and distinct restrictive covenants, designed to operate under different factual circumstances, and that the invalidity of one of said covenants shall not affect the validity and/or enforceability of the other covenants.

13. **BINDING EFFECT**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, provided that this Agreement is not assignable by Employee.

14. **NO WAIVER**

No failure on the part of any party to this Agreement to exercise, and no delay on their part in exercising any right, power or remedy hereunder shall operate as a waiver thereof.

15. **MISCELLANEOUS**

Nothing in this Agreement shall be construed to limit or negate any common law torts or any statutory protections, including, but not limited to, an action under the Illinois Trade Secrets Act, available to CHROMADEX, where it provides CHROMADEX with broader protection than that provided herein.

16. **PARAGRAPH HEADINGS**

Paragraph headings are for convenience of reference only and shall not be deemed part of this Agreement.

17. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Agreement shall be governed in all respects by the laws of the State of California. Any disputes arising under this Agreement shall be tried in the courts sitting within the State of California, and Employee hereby consents and submits his or her person to the jurisdiction of any such court for such purpose. Should this Agreement come before any court for interpretation or enforcement, it is the intent of the parties that the terms and provisions of this Agreement be given their fair and literal meaning, and that this Agreement is not to be strictly construed against any party, including the drafter of this Agreement.

18. **COUNTERPARTS**

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original, and all of which together shall constitute but one and the same agreement.

19. **AT-WILL EMPLOYMENT STATUS**

Employee acknowledges and understands that nothing in this Agreement changes Employee's status from an employee-at-will and that Employee is to be at all times an employee-at-will. This employee-at-will status may only be modified by the President of the Company in writing.

20. **ENTIRE AGREEMENT**

The provisions of this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior agreements or understandings pertaining to said subject matter. Further, the parties acknowledge that there are no prior or contemporaneous oral or written representations, promises or agreements not expressed or referred to herein.

21. **CONSULTATION WITH COUNSEL**

By executing this Agreement, Employee expressly represents that he or she is knowingly and voluntarily entering into said Agreement and that he or she has read it, fully understands all its provisions and terms and has had the opportunity (whether exercised or not) to consult with legal counsel regarding it.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hands and seals and have caused this Agreement to be executed the day and year indicated.

EMPLOYEE

Mark Mais
Signature

MARK MAIS
Print Name

Redacted
Social Security Number

Date: 8-14-17

CHROMADEX, INC.

as authorized agent for CHROMADEX, INC., and acting as its

(position)

Date:

Exhibit 80
Page 886

EXHIBIT 81

CDXCA_00443657 – CDXCA_00443678 Intentionally Removed

Confidential

CHROMADEX, INC.

018574

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE
	MARK MORRIS	Miscellaneous Check	7/15/2016

OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
		7/15/2016	$765.15	$765.15	$0.00	$0.00	$765.15
Expense reimbursement							
			$765.15	$765.15	$0.00	$0.00	$765.15

COMMENT

ChromaDex

10005 MUIRLANDS BLVD. SUITE G
IRVINE, CA 92618
PH: (949) 419-0288

WELLS FARGO Wells Fargo Bank, N.A.

018574

DATE	AMOUNT
7/15/2016	$765.15

PAY Seven Hundred Sixty Five Dollars And 15 Cents

TWO SIGNATURES REQUIRED IF OVER $10,000.00

TO THE ORDER OF MARK MORRIS
512 CANDOR

IRVINE CA 92620

⑈018574⑈ ⑆121000248⑆ 4121842009⑈

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Page 889

CHROMADEX, INC.

ChromaDex

018572

VENDOR	NAME	PAYMENT NUMBER	CHECK DATE
	MARK MORRIS	Miscellaneous Check	7/15/2016

OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
		7/15/2016	$9,000.00	$9,000.00	$0.00	$0.00	$9,000.00
			$9,000.00	$9,000.00	$0.00	$0.00	$9,000.00

72 hrs regular wages (2 check)
8 hrs. PTO taken on 7/8/16
PTO paid out 226.97

COMMENT

ChromaDex. CORRECTION

10005 MUIRLANDS BLVD, SUITE G
IRVINE, CA 92618
PH: (949) 419-0288

WELLS FARGO Wells Fargo Bank, N.A.

018572

DATE	AMOUNT
7/15/2016	$9,000.00

PAY Nine Thousand Dollars And 00 Cents

TWO SIGNATURES REQUIRED IF OVER $10,000.00

TO THE ORDER OF
MARK MORRIS
512 CANTOR

IRVINE CA 92620

⑈018572⑈ ⑆121000248⑆ 4121842009⑈

CHROMADEX, INC.

018573

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE
	MARK MORRIS	Miscellaneous Check	7/15/2016

OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
		7/15/2016	$2,891.28	$2,891.28	$0.00	$0.00	$2,891.28
			$2,891.28	$2,891.28	$0.00	$0.00	$2,891.28

COMMENT

ChromaDex
CONNECTION

10005 MUIRLANDS BLVD, SUITE G
IRVINE, CA 92618
PH: (949) 419-0288

WELLS FARGO Wells Fargo Bank, N.A.

018573

DATE	AMOUNT
7/15/2016	$2,891.28

PAY Two Thousand Eight Hundred Ninety One Dollars And 28 Cents

TWO SIGNATURES REQUIRED IF OVER $10,000.00

TO THE ORDER OF
MARK MORRIS
512 CANTOR

IRVINE CA 92620

⑈018573⑈ ⑆121000248⑆ 4121842009⑈

Exhibit 81
Page 891

CDXCA_00443682 – CDXCA_00443686 Intentionally Removed

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EXHIBIT 82

From: Jenny Robles
Sent: Fri, 15 Jul 2016 16:00:11 +0000 (UTC)
To: Mark Morris[MarkM@chromadex.com]
Subject: Mark Morris discussion
Location: Jenny's office
Start Time: Fri, 15 Jul 2016 20:30:00 +0000 (UTC)
End Time: Fri, 15 Jul 2016 21:00:00 +0000 (UTC)
Attachments: Resignation Form.pdf

Hi Mark,

Yes, Troy mentioned you were resigning.

Please complete the attached resignation form and let's meet at 1:30 pm today to go over steps to your separation.

Thanks,
Jenny Robles

Exhibit 82
Page 894

ChromaDex

RESIGNATION FORM

Employee Name: _____ Today's Date: _____

Department: _____ Last position held: _____

Last day you expect to work: ____/____/____
M D Y

Reason for leaving: _____

_____

_____

_____

_____

_____

Address Verification (*please indicate if your address has changed and complete the section below*):

Address: _____

City: _____ State/County: _____ Country: _____

Phone: ( ) _____ email: _____ Zip/Postal Code: _____

Existing or New Address? ☐ Existing ☐ New If new address, as of what date: _____

Signature: _____ Date:____/____/____
M D Y

Any other comments: _____

_____

_____

_____

_____

Form Provided to: _____ Date:____/____/____
M D Y

Do not write below this line - This section is for management use only

IT Form Submitted Yes ☐ Date ____/____/____
M D Y

Signature of Receiver: _____ Date:____/____/____
M D Y

Please deliver original to Human Resources

Exhibit 82
Page 895

EXHIBIT 83

From: Frank Jaksch [frank.jaksch@chromadex.com]
Sent: Monday, June 13, 2016 10:55 PM
To: Dan Alminana
CC: Eric Marcotulli
Subject: RE: Wired Magazine and NR Questions
Attachments: NR Supply Agreements Summary for Elysium 06.13.2016.xlsx

Dan and Eric,

Attached is a blinded summary of supply agreements for NR.

Please bear in mind that is difficult to do and apples to apples comparison as the deal terms vary substantially depending on the market segment, royalties, take or pay requirements, annual minimums to maintain, inventory requirements, advertising spend, etc...

Call me if you want to discuss or if you have any questions.

I am going to be at NBJ later today through Wednesday, hanging out with your buddy Tom Aarts.....not. NBJ is still a good local meeting for me to set up meetings with the industry CEOs.

Thanks guys.

Frank Jaksch

From: Dan Alminana [mailto:dan@elysiumhealth.com]
Sent: Saturday, June 11, 2016 5:01 PM
To: Frank Jaksch <Frank.Jaksch@chromadex.com>
Cc: Eric Marcotulli <eric@elysiumhealth.com>
Subject: Re: Wired Magazine and NR Questions

Hi Frank - checking in again on this. Can you please let us know when you will be able to get us this information?

We are planning a sizable order and need this analysis completed prior to placing the PO.

Thanks,
Dan

> On Jun 3, 2016, at 1:34 AM, Dan Alminana <dan@elysiumhealth.com> wrote:
>
> Frank - just checking in to see if your team was able to pull together the NR pricing and royalty spreadsheet. We have some important investor conversations coming next week (they are hounding us!), so need this info as soon as possible.
>
> Thanks for your help.
>
> Dan

On May 31, 2016 at 1:00:18 PM, Frank Jaksch (frank.jaksch@chromadex.com) wrote:

That is great...I am a little behind schedule, the extra 5 will help.

Frank Jaksch

From: Dan Alminana [mailto:dan@elysiumhealth.com]
Sent: Tuesday, May 31, 2016 1:00 PM
To: Frank Jaksch <Frank.Jaksch@chromadex.com>
Cc: Eric Marcotulli <eric@elysiumhealth.com>
Subject: Re: Wired Magazine and NR Questions

Finishing up a call. Call you in 5

From: Frank Jaksch
Sent: Tuesday, May 31, 2016 8:21 AM
To: Dan Alminana
Cc: Eric Marcotulli
Subject: RE: Wired Magazine and NR Questions

How about 1pm Pacific....I have an 11:30 call that will most likely go about 1 hour.

Frank Jaksch

From: Dan Alminana [mailto:dan@elysiumhealth.com]
Sent: Monday, May 30, 2016 9:32 PM
To: Frank Jaksch <Frank.Jaksch@chromadex.com>
Cc: Eric Marcotulli <eric@elysiumhealth.com>
Subject: Re: Wired Magazine and NR Questions

Hi Frank - can you talk tomorrow at noon PT?

Thanks,
Dan

On May 30, 2016 at 2:02:49 PM, Frank Jaksch (frank.jaksch@chromadex.com) wrote:

> Dan,
>
> Yes a wired reporter reached out to me on Tuesday of last week did an interview with her on Wednesday. All of her questions were about NR, science, clinical studies, key researchers. At the end she asked one question about the ChromaDex - Elysium relationship, she referenced the 8k. I offered no further details beyond acknowledging the 8k agreement.
>
> Let's connect tomorrow morning to align on this.
>
> I am not sure how much I am going to be able to share about other NR customer relationships, but I am sure we can do something to help your

situation with the VC, as we of course want to help you get your funding.

Again let me know when we can speak tomorrow.

Frank Jaksch
CEO
ChromaDex, Inc.
10005 Muirlands Blvd.
Irvine, CA 92618
USA
Phone: 949-419-0288
Fax: 949-419-0294
Email: frank.jaksch@chromadex.com

On May 29, 2016, at 6:03 PM, Dan Alminana <dan@elysiumhealth.com> wrote:

> Hi Frank,
>
> Hope you and your family are having a great holiday weekend.
>
> Couple of things that we wanted to check in with you on:
>
> - **Wired Magazine:** We were inbounded by Wired and know that they are running a story on NR/Elysium. Given the NR component of the story, we assume you may have been contacted for an interview. Has this happened? If so, we would love to sync up so that we are aligned on messaging. If not, perhaps we can figure out a way to include Chromadex in the story and/or direct you to the journalist.
> - **Supply Agreement:** We are in the middle of a fast-paced due diligence process with a massive silicon valley VC who is looking to put a significant amount of money into Elysium. As a part of the discovery process, they have asked detailed questions about raw material costs and the agreements we have in place with ChromaDex (for financial analysis and projections). Couple of things that we need from your side to satisfy this diligence:
>
>   - **Favored nation pricing:** Given the significant cost of NR (as a % of our overall COGS), we would like to see sales and price data of NR that ChromaDex has sold to other customers to demonstrate that we have been receiving the lowest price of NR since we began purchasing the ingredient.
>   - **Royalty rates:** Royalties are becoming a more significant expense for the company, so we would like to see a landscape analysis of what other NR customers are paying for royalties

CONFIDENTIAL

(just to demonstrate to investors that we are in line with the broader customer group).

Happy to connect on any of these items, hoping they are pretty straightforward!

Thanks,
Dan

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NR Supply Agreements Summary for Elysium 06.13.2016.xlsx

Sheet1 (TR) (2)

PARTY	Ingredient $/kg	Royalty %	Equity %	Market Segment	Notes
A (Elysium)	1000	5.5	0	DTC	
B	1000	0	0	Retail	Includes retail product inventory and advertising requirement
C	1100	5	5	DTC	Also included minimum volumes and take or pay requirments
D	1300	0	0	DTC	
E	1000	10	10	DTC	Also includes minimum volume requirement
F	1400	0	0	Retail	
G	1400	0	0	Retail	
H	Not assigned	0	0	Topical skin care	Pricing not assigned under supply agreement yet.
I	1000	0	0	DTC	Includes minimum volumes and considerable take or pay requirments. Agreement pre-dates Elysium
J	1300	0	0	Retail - DTC	
K	1200	0	0	MLM	Includes minimum volumes and considerable take or pay requirments.
L	1100	5	0	Physician	Includes minimum volumes and considerable take or pay requirments. Agreement pre-dates Elysium

SUPPLY/TRADEMARK AGREEMENTS - NIAGEN®

	PARTY	PARTY	DATE	TERRITORY	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS	EXCLUDED FIELDS/CHANNELS	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)	Ingredient $/kg	Royalty %	Equity %
A	Elysium Health, LLC	2/3/2014	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form •More may be added upon written notice	• Doctor • MLM • May add more with written notice, unless Elysium provides written notice 30 days prior to selling in new channel.	3 yrs with 1 yr auto renewals 90 days prior to end of term via written notice	• Minimum purchase requirements: Y1 100kg; Y2 200kg; Y3 400kg or may terminate agreement • Max price $1300/kg plus favored nation pricing • 1st right to negotiate exclusivity if have provided notice selling in channel	Not mandatory - signed 2/3/14				
B	BPI Sports , LLC	1/8/2016	US	Costco, Walmart, Walgreens, Meijer, Shopko, Publix, Ahold, QVC, eVine, HSN, Target, Kroger, Wegmans, Ulta, VitaCost *For 90 days has total exclusivity rights, then combo product of collagen with NIAGEN® (with beauty and anti-aging claims) may be sold in Exclusive Field	• Topical skincare • Food & beverages • Cosmetics • Dietary Supplements in melt form • the combo of collagen with NIAGEN® • the combo of pTeroPure with NIAGEN® • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) • Finished Product with "methyl donor" claims • nano NIAGEN® •More may be added upon written notice UNLESS established sales, but can't take any rights away	• Doctor • MLM • Direct Response • May add more with written notice UNLESS established sales, but can't take any rights away	1 year Terminate only if breach; negotiate to renew 90 days prior to end of Term.	Upon termination can continue to buy Product on non-exclusive basis for 1 year at same price then for 110% of price. 6 mo sell through upon termination	Optional	1000	5.5	0
C	Nectar7	8/28/2015 AMENDED 9/30/15 AMENDED 1/28/16	1) US 2) Middle East 3) Worldwide 4) Worldwide 5) Worldwide 6) Philippines, Taiwan, Hong Kong (not all of China), Singapore, Indonesia 7) US 8) Worldwide	1) dietary supplment product containing NIAGEN and collagen 2) oral consumption 3) For would healing 4) Nutritional and medicinal products for livestock, horses, and poultry 5) Nano NIAGEN 6) Dietary Supplement in tablet or capsule 7) Sports hydration beverages, energy drinks & waters, including vitamin waters, with a Nutrition Facts label and net quantity contents >2oz 8) Pets	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) •More may be added upon written notice UNLESS demonstrate established sales or plans to develop similar product.	• Doctor • MLM Direct Response • May add more with written notice	1) 5 years, can terminate TAKE OR PAY w/ 90 day notice, but loses exclusivity -2) 5 years -3) 10 years -4) 5 years provided w/in 24 mo has entered into agt to sell products -5) 5 years from date liquid NIAGEN ready for commercialization w/o refrigeration provided w/in 12 mo time ready has launched product -6) must launch product w/in 1 yr in each country or loses exclusivity to that country 7) 1 year 8) 3 years	1) TAKE OR PAY & MINIMUM REVENUES:• 2016: $2mil/$3mil; 2017: $3mil/$5mil; 2018: $3mil/$10mil 2) Minimum Revenue Requirements 3) Minimum Revenue Requirements 4) Minimum Revenue Requirements 5) Minimum Revenue Requirements 6) Minimum Revenue Requirements 7) Required to meet with 1 potential customer and made meaningful progress w/in 90 days and every 90 days thereafter 8) Minimum Revenue Requirements *Royalty: 5% retail or direct; 2% wholesale, allowed to accrue, may convert to equity *Equity participation opportunity *non-circumvent provision	Optional	1000	0	0
D	Rejuvenation Therapeutics Corp Includes: (NIAGEN, PURENERGY, pTeroPure, ProC3G, Curcumin)	3/4/2015	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) • in combination with collagen •More may be added upon written notice UNLESS demonstrate established sales or plans to develop similar product.	• Doctor • MLM • Direct Response	1 yr from date 5kg purchased with 1 yr auto renewals Terminate only if breach or by 60 days notice of non-renewal prior to end of Term	• Minimum POQ and Pack size 20kg • volume discount pricing: 0-2000kg is $1300; 2001-4000kg is $1200; 4001-8000 is $1100; >8000kg is $1000 *We are required to provide 90 day notice of product discontinuation.	Optional	1100	5	5
E	Healthspan Research, LLC (Rob Fried)	8/28/2015	Worldwide	*include the marketing and advertising in direct response television and radio advertisements of any length or format intended to reach one or more potential consumers asking them to purchase from or respond directly to Buyer or its agent via a website, telephone number, or other medium to purchase the Finished Product. DIRECT RESPONSE CHANNEL	*Topical skincare * Food/beverage • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, unless already have established sales or already have exclusivity	• Doctor • MLM • May add more with written notice, unless already have established sales or already have exclusivity	3 yr with 1 yr auto renewals Terminate only if breach or with 30 days prior written notice if have lost exclusivity	*Most favored nations pricing * Buyer may subcontract rights • Minimum POQ and Pack size 20kg • $1000/kg • 4% equity in Healthspan for $500K of NIAGEN • 5% equity in Healthspan as Exclusivity Fee • Minimum Purchase requirements with 1st year waived; $1mil yr 2; $3mil yr 3; $7 mil yr 4 • Royalty payments 5%-10%	Optional	1300	0	0
											1000	10	10

Exhibit 83
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F	Living Cell	PENDING	US	rights to use the registered trademark NIAGEN® on the PDP	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and pack size 10kg • $900/kg and $700/kg for Pos >2400kg • Minimum Purchase requirements: 2015 Q3 = 1K kg; 2015 Q4= 1800kg; 2016 Q1 =3750kg	Optional			
G	Glanbia Performance Nutrition, Inc.	PENDING	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 20kg • $1300/kg	Mandatory			
H	Jarrow Formulations, Inc.	1/12/2015	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 20kg • $1400/kg	Mandatory - signed 1/12/15			
I	Nexgen Pharma, Inc. (CMO)	1/26/2015	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 20kg • $1400/kg	Mandatory	1400	0	0
J	Innocutis Holdings, LLC	10/24/2014	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	5 yr with 1 yr auto renewals 30 days prior written notice	Finished product defined to include medical food • Minimum POQ and Pack size 10kg • $1400/kg	Not mandatory	1400	0	0
K	Healthy Directions, LLC	9/4/2014	US & Canada	None	• Non Dietary Supplements • Dietary Supplements in melt form • Dietary Supplements in form of energy shot	• Doctor • MLM • May add more with written notice except for the Direct Mail, E-Commerce, Direct Response Print or Radio until 4/30/17 -- has right to negotiate DR TV until 4/30/17	1 yr with 1 yr auto renewals 30 days prior written notice	Price breaks at 2001, 6001 and 12,001 kgs price range $1400-$1100 • CDX agrees to keep 150kg in stock for HD	Not mandatory - signed 12/11/14	1400	0	0
L	High Performance Nutrition, LLC (HPN)	7/17/2014 AMENDED 9/30/15	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, but may be grandfathered in for pet food/supplements and Finished Products which contain 100mg or more of NIAGEN if meeting minimum purchase requirements	• Doctor • MLM • May add more with written notice, except grandfathered in if meeting minimum purchase requirements	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 20kg • $1400/kg • TAKE OR PAY $1mil (at $1000/kg) for right to sell in pet food/supplement channel	Not mandatory - signed 2/12/14	Na		
M	Quality Supplements & Vitamins, Inc. (Life Extension)	6/27/2014	Worldwide	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, unless established sales	"Grandfathered" into Direct to Consumer Field • Doctor & MLM in US, Canada and Philippines • May add more with written notice, unless established sales	2 yr with 1 yr auto renewals 30 days written notice prior to end of term & Upon termination can sell through existing inventory	• Minimum POQ is is 20kg and pack size 10kg • $1400/kg	Not mandatory - signed 7/12/14			
N	Stinx Enterprises, Inc.	1/3/2014	US, Canada & Philippines	Exclusivity for Melt industry wide and for NIAGEN in MLM channel • may be terminated if Min Purchase Requirements not met and not cured within 30 days *MELTS – INDUSTRY WIDE *MLM CHANNEL	N/A	N/A	4 yr with 1 yr auto renewals 6 months prior written notice	• Minimum Purchase Requirements with binding quarterly POs for exclusivity: Y1 $2.1mil $1400/kg with TAKE OR PAY $1.5mil; Y2 $6mil $1300/kg; Y3 $15mil $1100kg; Y4 $25mil $1000/kg; Y5 inc 5% • purchase credit for overperformance	Not mandatory	1300	0	0

Thorne Research, Inc. AMENDED 7/24/15	7/9/2013	US & Canada	Direct to practitioner AMENDED TO INCLUDE: NR-Choline-Betaine-DMG Combination Product (with the exception of multi-vitamins) across all channels except excluded ones Also, exclusive rights to "methyl donor" claims. *DOCTOR CHANNEL **"METHYL DONOR" CLAIMS *NR-CHOLINE-BETAINE-DMG COMBO PRODUCT	N/A	*MLM *Direct Response *May add more with written notice, unless already have established sales or other commitment	3 yrs with 1 yr auto renewals 6 months prior to end of term via written notice	• Minimum purchase requirements: ~~Y1-600k; Y2-$1mil; Y3-$2mil~~or may terminate agreement • Plus 5% royalty • R&D Support AMENDED: Minimum Purchase Requirements: $550K by 9/9/15; $2,285K Y3 beginning on 10/1/15 PLUS, product launch requirements.	Mandatory *NEED TO AMEND TO INCLUDE PATENT MARKING
EXCLUDED PRODUCTS: • Topical skincare • Cosmetics • Dietary Supplements in melt form • Combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) - unless multi-vitamin • Dietary supplment product containing NIAGEN and collagen • Exclusive rights to "methyl donor" claims. • Nano NIAGEN • Food/beverage (specifically for Sports hydration beverages with a Nutrition Facts label and net quantity contents >2oz) • Drug/OTC (specifically with "wound healing" claims) • Nutritional and medicinal products for livestock, horses, and poultry • Baby care consumer products, including shampoos, soaps, ... • Family care consumer products • Femine care products					EXCLUDED FIELDS/CHANNELS: • Doctor • MLM • Direct Response • Retail: Costco, Walmart, Walgreens, Meijer, Shopko, Publix, Ahold, QVC, eVine, HSN, Target, Kroger, Wegmans, Una, VeaCost			

SUPPLY/TRADEMARK AGREEMENTS - PURENERGY®

PARTY	DATE	TERRITORY	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS	EXCLUDED CHANNELS	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)
Kymogen, Inc.	8/26/2014	US & Canada	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot • Non Dietary Supplements •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 8/26/14
High Performance Nutrition, LLC (HPN)	4/20/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• $650/kg	Not Mandatory - signed 2/12/14
Neutrisci International, Inc.	7/2/2014	Worldwide	None	• Dietary Supplements in form of energy shot •More may be added upon written notice, but will be grandfathered in	• MLM • May add more with written notice, but will be grandfathered in	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 20kg • $575/kg • 6% royalty on net sales	Not Mandatory
Core Supplement Technologies, Inc.	5/27/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory
Femme Nutrition, LLC	4/30/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 10/6/14

Pharma Sports USA, Inc.	5/1/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 3/11/14
Nutristat, Inc.	3/24/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory
Miller Labs, LLC	3/21/2014	US	None	• Dietary Supplements in melt form DO WE NEED TO ADD ENERGY SHOT?? •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 3/26/14
Vaporin, Inc.	3/17/2014	US & Canada	Vaporizer liquid product	limited to vaporizer liquid product	limited to vaporizer liquid product	4 yrs with 1 yr auto renewals 6 months prior to end of term via written notice	Minimum Purchase Requirements for exclusivity: Y1 ($250K); Y2 ($750K); Y3 ($1.5mil); Y4 $3mil)	Agrees NOT to use trademark unless agree in writing in advance of use.
Stinx Enterprises, Inc.	1/3/2014	US, Canada & Philippines	Exclusivity for Melt industry wide and for NRAGEN in MLM channel (with exception of companys in EX A) • may be terminated if Minimum Purchase Requirements not met and not cured within 30 days *EXCLUSIVITY TERMINATED FOR NOT MEETING MINIMUMS	N/A	N/A	4 yr with 1 yr auto renewals 6 months prior written notice	• Minimum Purchase Requirements with binding quarterly POs for exclusivity: Y1 $520K $650/kg with TAKE OR PAY 300kg within first 9mo; Y2 $1.5mil $625/kg; Y3 $4.5md $600kg; Y4 $8.1mil $600/kg; Y5 inc 5% • purchase credit for overperformance	Not mandatory
SK Laboratories (CMO)	3/24/2015	US		• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $650/kg • Min 100mg/serving	Not mandatory
Innovative Formulation (CMO) Customer: Core Nutritionals	4/23/2015	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	2 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $650/kg • Min 50mg/serving	Not mandatory. Core Nutritionals signed 5/7/15
Nootron, LLC	5/12/2015	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $650/kg • Min 50mg/serving	Mandatory

SUPPLY/TRADEMARK AGREEMENTS - pTeroPure®

PARTY	DATE	TERRITORY	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS	EXCLUDED CHANNELS	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)
Elysium Health, LLC	6/26/2014	US	None	None	None	1yr with 1 yr auto renewals 90 days prior written notice	• Minimum POQ and Pack size 20kg • $1000/kg	Not Mandatory

SUPPLY/TRADEMARK AGREEMENTS - NIAGEN®

PARTY	DATE	TERRITORY	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS	EXCLUDED FIELDS/CHANNELS	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)	Ingredient $/kg	Royalty %	Equity %
BPI Sports , LLC	1/8/2016	US	Costco, Walmart, Walgreens, Meijer, Shopko, Publix, Ahold, QVC, eVine, IISN, Target, Krogers, Wegmans, Ulta, VitaCost *For 90 days has total exclusivity rights, then combo product of collagen with NIAGEN® (with beauty and anti-aging claims) may be sold in Exclusive Field	• Topical skincare • Food & beverages • Cosmetics • Dietary Supplements in melt form • the combo of collagen with NIAGEN® • the combo of pTeroPure with NIAGEN® • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) • Finished Product with "methyl donor" claims • nano NIAGEN® •More may be added upon written notice UNLESS established sales, but can't take any rights away	• Doctor • MLM • Direct Response • May add more with written notice UNLESS established sales, but can't take any rights away	1 year Terminate only if breach; negotiate to renew 90 days prior to end of Term.	Upon termination can continue to buy Product on non-exclusive basis for 1 year at same price then for 110% of price. 6 mo sell through upon termination	Optional			
Nectar7	8/28/2015 AMENDED 9/30/15 AMENDED 1/28/16	1) US --- 2) Middle East --- 3) Worldwide --- 4) Worldwide --- 5) Worldwide --- 6) Philippines, Taiwan, Hong Kong (not all of China), Singapore, Indonesia --- 7) US --- 8) Worldwide	1) dietary supplment product containing NIAGEN and collagen --- 2) oral consumption --- 3) For would healing --- 4) Nutritional and medicinal products for livestock, horses, and poultry --- 5) Nano NIAGEN --- 6) Dietary Supplement in tablet or capsule --- 7) Sports hydration beverages, energy drinks & waters, including vitamin waters, with a Nutrition Facts label and net quantity contents >2oz --- 8) Pets	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) •More may be added upon written notice UNLESS demonstrate established sales or plans to develop similar product.	• Doctor • MLM Direct Response • May add more with written notice	1) 5 years, can terminate TAKE OR PAY w/ 90 day notice, but loses exclusivity --- -2) 5 years --- 3) 10 years --- -4) 5 years provided w/in 24 mo has entered into agt to sell products --- 5) 5 years from date liquid NIAGEN ready for commercialization w/o refrigeration provided w/in 12 mo time ready has launched product --- 6) must launch product w/in 1 yr in each country or loses exclusivity to that country --- 7) 1 year --- 8) 3 years	1) TAKE OR PAY & MINIMUM REVENUES: 2016: $2mil/$3mil; 2017: $3mil/$5mil; 2018: $3mil/$10mil --- 2) Minimum Revenue Requirements --- 3) Minimum Revenue Requirements --- 4) Minimum Revenue Requirements --- 5) Minimum Revenue Requirements --- 6) Minimum Revenue Requirements --- 7) Required to meet with 1 potential customer and made meaningful progress w/in 90 days and every 90 days thereafter --- 8) Minimum Revenue Requirements --- *Royalty: 5% retail or direct; 2% wholesale, allowed to accrue, may convert to equity *Equity participation opportunity *non-circumvent provision	Optional	1000	0	0
Rejuvenation Therapeutics Corp includes: (NIAGEN, PURENERGY, pTeroPure, ProC3G, Curcumin)	9/4/2015	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) • In combination with collagen •More may be added upon written notice UNLESS demonstrate established sales or plans to develop similar product.	• Doctor • MLM • Direct Response	1 yr from date 5kg purchased with 1 yr auto renewals Terminate only if breach or by 60 days notice of non-renewal prior to end of Term	• Minimum POQ and Pack size 20kg • volume discount pricing: 0-2000kg is $1300; 2001-4000kg is $1200; 4001-8000 is $1100; >8000kg is $1000 *We are required to provide 90 day notice of product discontinuation.	Optional	1100	5	5
Healthspan Research, LLC (Rob Fried)	8/28/2015	Worldwide	*include the marketing and advertising in direct response television and radio advertisements of any length or format intended to reach one or more potential consumers asking them to purchase from or respond directly to Buyer or its agent via a website, telephone number, or other medium to purchase the Finished Product. DIRECT RESPONSE CHANNEL	*Topical skincare * Food/beverage • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, unless already have established sales or already have exclusivity	• Doctor • MLM • May add more with written notice, unless already have established sales or already have exclusivity	3 yr with 1 yr auto renewals Terminate only if breach or with 30 days prior written notice if have lost exclusivity	*Most favored nations pricing * Buyer may subcontract rights • Minimum POQ and Pack size 20kg • $1000/kg • 4% equity in Healthspan for $500K of NIAGEN • 5% equity in Healthspan as Exclusivity Fee • Minimum Purchase requirements with 1st year waived; $1mil yr 2; $3mil yr 3; $7 mil yr 4 • Royalty payments 5%-10%	Optional	1300 1000	0 10	0 10

Living Cell	PENDING	US	rights to use the registered trademark NIAGEN® on the PDP	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot • combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and pack size 10kg • $900/kg and $700/kg for Pos >2400kg • Minimum Purchase requirements: 2015 Q3 = 1K kg; 2015 Q4= 1800kg; 2016 Q1 =3750kg	Optional			
Glanbia Performance Nutrition, Inc.	PENDING	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 20kg • $1300/kg	Mandatory			
Jarrow Formulations, Inc.	1/12/2015	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 20kg • $1400/kg	Mandatory - signed 1/12/15			
Nexgen Pharma, Inc. (CMO)	1/26/2015	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 20kg • $1400/kg	Mandatory	1400	0	0
Innoculis Holdings, LLC	10/24/2014	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• Doctor • MLM • May add more with written notice	5 yr with 1 yr auto renewals 30 days prior written notice	Finished product defined to include medical food • Minimum POQ and Pack size 10kg • $1400/kg	Not mandatory	1400	0	0
Healthy Directions, LLC	9/4/2014	US & Canada	None	• Non Dietary Supplements • Dietary Supplements in melt form • Dietary Supplements in form of energy shot	• Doctor • MLM • May add more with written notice except for the Direct Mail, E-Commerce, Direct Response Print or Radio until 4/30/17 – has right to negotiate DR TV until 4/30/17	1 yr with 1 yr auto renewals 30 days prior written notice	Price breaks at 2001, 6001 and 12,001 kgs price range $1400-$1100 • COX agrees to keep 150kg in stock for HD	Not mandatory - signed 12/11/14	1400	0	0
High Performance Nutrition, LLC (HPN)	7/17/2014 AMENDED 9/30/15	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, but may be grandfathered in for pet food/supplements and Finished Products which contain 100mg or more of NIAGEN if meeting minimum purchase requirements	• Doctor • MLM • May add more with written notice, except grandfathered in if meeting minimum purchase requirements	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 20kg • $1400/kg • TAKE OR PAY $1mil (at $1000/kg) for right to sell in pet food/supplement channel	Not mandatory - signed 2/12/14	Na		
Quality Supplements & Vitamins, Inc. (Life Extension)	6/27/2014	Worldwide	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, unless established sales	"Grandfathered" into Direct to Consumer Field • Doctor & MLM in US, Canada and Philippines • May add more with written notice, unless established sales	2 yr with 1 yr auto renewals 30 days written notice prior to end of term & Upon termination can sell through existing inventory	• Minimum POQ is 20kg and pack size 10kg • $1400/kg	Not mandatory - signed 7/12/14			
SLinx Enterprises, Inc.	ADDENDUM (6/26/14) to Supply Agreement dated 1/3/2014	US, Canada & Philippines	Exclusivity for Energy Shots until 8/31/15 TERMINATED	N/A	N/A	8/31/15	TAKE OR PAY $2mil of $6mil required to be purchased in Year 2 under Agreement.	Not mandatory	1300 1200	0 0	0 0

5Linx Enterprises, Inc.	1/3/2014	US, Canada & Philippines	Exclusivity for Melt industry wide and for NIAGEN in MLM channel • may be terminated if Min Purchase Requirements not met and not cured within 30 days *MELTS -- INDUSTRY WIDE *MLM CHANNEL	N/A	N/A	4 yr with 1 yr auto renewals 6 months prior written notice	• Minimum Purchase Requirements with binding quarterly POs for exclusivity: Y1 $2.1mil $1400/kg with TAKE OR PAY $1.5mil; Y2 $6mil $1300/kg; Y3 $15mil $1100kg; Y4 $25mil $1000/kg: Y5 inc 5% • purchase credit for overperformance	Not mandatory				
Jay Cutler Elite, LLC	4/17/2014	US	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, unless established sales	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ is is 1kg and pack size 1kg • $1400/kg	Not mandatory				
Global Radiant Health, Inc.	4/4/2014	Worldwide	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice, unless established sales	• Doctor • MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice **30 DAY NOTICE OF TERMINATION SENT ON 3/16/15**	• RTD or powdered drink mixture • Minimum POQ and Pack size 10kg					
Vaporin, Inc.	3/13/2014	US & Canada	Vaporizer liquid product	limited to vaporizer liquid product	limited to vaporizer liquid product	4 yrs with 1 yr auto renewals 6 months prior to end of term via written notice	Minimum Purchase Requirements for exclusivity: Y1 ($252K); Y2 ($750K); Y3 ($1.5mil); Y4 $3mil)	Agrees NOT to use trademark unless agree in writing in advance of use.	na na			
Elysium Health, LLC	2/3/2014	US & Canada	None	• Topical skincare • Cosmetics • Dietary Supplements in melt form •More may be added upon written notice	• Doctor • MLM • May add more with written notice, unless Elysium provides written notice 30 days prior to selling in new channel.	3 yrs with 1 yr auto renewals 90 days prior to end of term via written notice	• Minimum purchase requirements: Y1 100kg; Y2 200kg; Y3 400kg or may terminate agreement • Max price $1300/kg plus favored nation pricine • 1st right to negotiate exclusivity if have provided notice selling in channel	Not mandatory - signed 2/3/14				
Thorne Research, Inc. **AMENDED 7/24/15**	7/9/2013	US & Canada	Direct to practitioner **AMENDED TO INCLUDE:** NR-Choline-Betaine-DMG Combination Product (with the exception of multi-vitamins) across all channels except excluded ones Also, exlcusive rights to "methyl donor" claims. *DOCTOR CHANNEL *"METHYL DONOR" CLAIMS *NR-CHOLINE-BETAINE-DMG COMBO PRODUCT	N/A	*MLM *Direct Response *May add more with written notice, unless already have established sales or other committment	3 yrs with 1 yr auto renewals 6 months prior to end of term via written notice	• Minimum purchase requirements: ~~Y1 500k; Y2 $1mil; Y3 $2mil~~ or may terminate agreement • Plus 5% royalty • R&D Support **AMENDED:** Minimum Purchase Requirements: $550K by 9/9/15; $2,285K Y3 beginning on 10/1/15 PLUS, product launch requirements.	Mandatory *NEED TO AMEND TO INCLUDE PATENT MARKING	1000	5.5	0	
OPKO HEALTH, Inc.	2/9/2012	Latin America, including South America, Central America, Mexico and the Caribbean	In the Territory	N/A	N/A	5 yrs with 1 yr auto renewals 6 months prior to end of term via written notice			1100	5	0	

EXCLUDED PRODUCTS:

- Topical skincare
- Cosmetics
- Dietary Supplements in melt form
- Combination of NIAGEN® with Choline and/or Betaine and/or DMG (all forms) - unless muti-vitamin
- Dietary supplment product containing NIAGEN and collagen
- Exlcusive rights to "methyl donor" claims.
- Nano NIAGEN
- Food/beverage (specifically for Sports hydration beverages with a Nutrition Facts label and net quantity contents >2oz)
- Drug/OTC (specifically with "wound healing" claims)
- Nutritional and medicinal products for livestock, horses, and poultry
- Baby care consumer products, including shampoos, soap,...
- Family care consumer products
- Femine care products

EXCLUDED FIELDS/CHANNELS:

- Doctor
- MLM
- Direct Response
- Retail: Costco, Walmart, Walgreens, Meijer, Shopko, Publix, Ahold, QVC, eVine, HSN, Target, Krogers, Wegmans, Ulta, VitaCost

SUPPLY/TRADEMARK AGREEMENTS - PURENERGY®

PARTY	DATE	TERRITORY	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS	EXCLUDED CHANNELS	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)
Kymogen, Inc.	8/26/2014	US & Canada	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot • Non Dietary Supplements •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 8/26/14
High Performance Nutrition, LLC (HPN)	4/20/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• $650/kg	Not Mandatory - signed 7/12/14
NeutriSci International, Inc.	7/2/2014	Worldwide	None	• Dietary Supplements in form of energy shot •More may be added upon written notice, but will be grandfathered in	• MLM • May add more with written notice, but will be grandfathered in	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 20kg • $575/kg • 6% royalty on net sales	Not Mandatory
Core Supplement Technologies, Inc.	5/27/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory
Femme Nutrition, LLC	4/30/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 10/6/14

Pharma Sports USA, Inc.	5/1/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 100mg/serving • Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 3/11/14
Nutristat, Inc.	3/24/2014	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory
Miller Labs, LLC	2/21/2014	US	None	• Dietary Supplements in melt form DO WE NEED TO ADD ENERGY SHOT?? •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $700/kg	Not Mandatory - signed 3/26/14
Vaporin, Inc.	3/12/2014	US & Canada	Vaporizer liquid product	limited to vaporizer liquid product	limited to vaporizer liquid product	4 yrs with 1 yr auto renewals 6 months prior to end of term via written notice	Minimum Purchase Requirements for exclusivity: Y1 ($250K); Y2 ($750K); Y3 ($1.5mil); Y4 $3mil)	Agrees NOT to use trademark unless agree in writing in advance of use.
Slinx Enterprises, Inc.	1/3/2014	US, Canada & Philippines	Exclusivity for Melt industry wide and for NIAGEN in MUM channel (with exception of companys in EX A) • may be terminated if Minimum Purchase Requirements not met and not cured within 30 days *EXCLUSIVITY TERMINATED FOR NOT MEETING MINIMUMS	N/A	N/A	4 yr with 1 yr auto renewals 6 months prior written notice	• Minimum Purchase Requirements with binding quarterly POs for exclusivity: Y1 $520K $650/kg with TAKE OR PAY 300kg within first 9mo; Y2 $1.5mil $625/kg; Y3 $4.5mil $600kg; Y4 $8.1mil $600/kg; Y5 inc 5% • purchase credit for overperformance	Not mandatory
SK Laboratories (CMO)	3/24/2015	US		• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $650/kg • Min 100mg/serving	Not mandatory
Innovative Formulation (CMO) Customer: Core Nutritionals	4/23/2015	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	2 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $650/kg • Min 50mg/serving	Not mandatory. Core Nutritionals signed 5/2/15
Nootroo, LLC	5/12/2015	US	None	• Dietary Supplements in melt form • Dietary Supplements in form of energy shot •More may be added upon written notice	• MLM • May add more with written notice	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $650/kg • Min 50mg/serving	Mandatory

SUPPLY/TRADEMARK AGREEMENTS - pTeroPure®								
PARTY	DATE	TERRITORY	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS	EXCLUDED CHANNELS	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)

Soma Labs, Inc. (CMO)	11/10/2014	US	None	None	None	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5 • May ship in bulk to JR Carlson Labs	Not Mandatory - JR Carlson signed 11/6/14
Ortho Molecular Products, Inc.	10/14/2014	US	None	None	None	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Not Mandatory - signed 10/16/14
FB Laboratories, Inc. (CMO)	10/6/2014	US	None	None	None	1yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Not Mandatory - signed 10/6/14
Nutricap Labs, LLC (CMO)	9/25/2014	US	None	None	None	1yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Not Mandatory
Arizona Nutritional Supplements, LLC (CMO)	9/16/2014	US	None	None	None	1yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 20kg • $1200/kg	Not Mandatory
Xymogen, Inc.	7/30/2014	US & Canada	None	None	None	1yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $1200/kg	Not Mandatory
Elysium Health, LLC	6/26/2014	US	None	None	None	1yr with 1 yr auto renewals 90 days prior written notice	• Minimum POQ and Pack size 20kg • $1000/kg	Not Mandatory
Biodynamic Manufacturing, LLC (CMO)	4/30/2014	US	None	None	None	1yr with 1 yr auto renewals 90 days prior written notice	• Minimum 50mg/serving, if using TM • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Not Mandatory
Adamantine, LLC	5/1/2014	US	None	None	None	1yr with 1 yr auto renewals 90 days prior written notice	• Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Not Mandatory signed 5/1/14
Piping Rock Health Products, LLC	4/22/2014	US	None	None	None	1yr with 1 yr auto renewals 90 days prior written notice	• Minimum 50mg/serving • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Mandatory - signed 4/22/14
Palmer Natural Products, Inc	pending	US	None	None	None	1yr with 1 yr auto renewals 30 days prior written notice	• Minimum 50mg/serving or 25mg for sports nutritions products • Minimum POQ and Pack size 5kg • $1400/kg • $1200/kg for POs>5	Mandatory -

SUPPLY/TRADEMARK AGREEMENTS - OTHER INGREDIENTS

PARTY	DATE	PRODUCT	EXCLUSIVITY RIGHTS	EXCLUDED PRODUCTS & CHANNELS	TERRITORY	TERM & TERMINATION	OBLIGATIONS	TM AGREEMENT (MADATORY OR OPTIONAL)
Dr. Loges + Co. GmbH	PENDING	Spirulina Extract	None	None	None	1 yr with 1 yr auto renewals 30 days prior written notice	• Minimum POQ and Pack size 5kg • $450/kg	N/A

Exhibit 84

ENTIRE DOCUMENT PROPOSED TO BE FILED UNDER SEAL

EXHIBIT 85

ChromaDex

RECEIPT & ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK (EMPLOYER COPY)

I understand that the Employee Handbook contains policies and procedures that apply to my employment. I have read and understand the Handbook and agree to follow the policies of the Company as stated in it, related to my employment with the Company. Additionally, I agree to observe and abide by all amended or additional guidelines or policies that may be distributed to me during my employment with the Company.

I understand that the Employee Handbook is for informational purposes, in that it illustrates the Company's policies, procedures, guidelines, and benefits in effect at the time, but that neither the Handbook, nor any other communication, create an employment contract for any specific duration, for benefits, or in any way alter my status as an at-will employee. I understand that as an "at-will" employee, either the Company or I can end my employment at any time, for any reason or no reason. I understand that the policies and benefits contained in the Handbook are subject to interpretation, review and change by the Company at any time without notice.

I have read and understand the Company's policy on harassment and discrimination, including sexual harassment, as well as the reporting procedures, set forth in this Handbook. Any questions that I have regarding this policy may be directed to my supervisor or Human Resources. I further understand that if I fail to follow and/or violate any policies in this Handbook, that I may receive disciplinary action up to and including termination of my employment.

I understand that during the course of my employment, I may be working with clients, computer systems, software, future plans, strategies and other information that is the property of the Company, and that the Company considers proprietary or confidential. I agree to protect this information by safeguarding it when using it, filing it properly when not using it, and discussing it only with those who have a legitimate business need to know. Furthermore, should I leave the Company for any reason, I understand that all files, documents and software remain the property of the Company and may not be duplicated or removed from the Company. Even after my employment with the Company has terminated, I agree to keep strictly confidential that information which is treated as confidential or proprietary by the Company.

I acknowledge receiving, reading and keeping a signed copy of this statement and the Company's Handbook. I acknowledge that I am employed "at-will" and that this Handbook is neither a contract of employment or for any benefit or compensation stated herein. Additionally, my signature indicates that I understand that I may notify Management if I need this Handbook or any of the policies contained within translated. If I do not request translation, I acknowledge that I fully understand the policies and guidelines in this Handbook as they appear.

Employee Name (please print): MARK MORRIS

Employee Signature: Mark Morris Date: 2 / 26 / 16 (M / D / Y)

(Please return this copy to HR)

Morris
EXHIBIT 3
DATE 4/24/19
Kathleen T. Keilty, CSR

Confidential

EXHIBIT 86

SEPARATION CHECKLIST

Employee Information

Morris, Mark	7/15/16	Personal
Last Name, First Name	*Separation Date*	Reason for leaving

Location: ☑ CDX ☐ CDXA ☐ Spherix ☑ Voluntary ☐ Involuntary*

Before Employee's Last Day of Employment

Human Resources

- ☑ Schedule Exit Interview
- ☑ Prepare 401(k) Termination Notice & Materials
- ☑ Prepare MOO conversion/portability documents
- ☑ Stock Option Summary (if applicable)
- ☐ Other: _____

Accounting/Finance

- ☑ Calculate Vacation hours for final paycheck
- ☑ Calculate final expenses to be reimbursed (if applicable)
- ☑ Final Expense Reports submitted (if applicable)
- ☑ Check final balance on corporate credit card
- ☑ Final Time-Sheet submitted

Facilities

☑ Employee Status Change Form submitted to IT — Date, employee's network access will close: 7-15-16

Last Day of Employment

Advise and provide employee with the following items:

COBRA provisions for Health and FSA Benefits

- ☑ COBRA enrollment materials directly from CBIZ COBRA
  - 60 days to elect coverage
  - COBRA in effect for 18 months — *Cobra Total:* 1,403.57

401(k) Materials

- ☑ Distribution Form/Special Tax provisions
- ☑ Acknowledgement ☑ 401(k) loan repayment* (*when applicable)

Last Paycheck

- ☑ Handed to employee
- ☐ Mailed after separation date on: _____ Via: _____

Address Verification

☑ Address remains the same ☐ New Address: _____

Non-Disclosure Agreement

- ☑ Explain / Remind provisions of Non-Disclosure
- ☑ Retrieve confidential information - Employee Handbook

Stock Options (if applicable)

- ☑ 30 days to submit the form to exercise

Exit Interview

- ☑ Completed ☑ Resignation form completed
- ☐ Declined ☐ Resignation letter received

Personal Belongings

☐ Provided to employee ☐ Witnessed collection

Retrieve, cancel, or secure the following items:

Company Equipment/System Usage

- ☑ Laptop / Docking Station returned — no cord, no battery
- ☑ Cancel dept. network/email account & Electronic files
- ☑ Delete account passwords
- ☑ Phone
- ☐ Other items not specified in this list: _____

Security

- ☑ Security system fob returned
- ☑ Office Keys returned — # of keys 2
- ☑ Desk/File Keys returned — # of keys 2

Finance

☑ Corporate Credit Card returned

Employee Signature: Mark Morris — Date: 7-15-16

HR / Manager Signature: _____ — Date: 7-15-16

Additional Comments (*for manager's only*):

Morris 9
EXHIBIT
DATE 4/24/19
Kathleen T. Keilty, CSR

Confidential

Exhibit 87

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

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Attorneys for Plaintiff and Counter-Defendant ChromaDex, Inc.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

(WESTERN DIVISION)

ChromaDex, Inc.,

Plaintiff,

v.

Elysium Health, Inc. and Mark Morris,

Defendants.

Elysium Health, Inc.,

Counterclaimant,

v.

ChromaDex, Inc.,

Counterdefendant.

Case No. SACV 16-02277-CJC(DFMx)

CHROMADEX, INC.'S SECOND AMENDED RESPONSE TO MARK MORRIS'S INTERROGATORY NO. 1

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Attorney for Plaintiff and Counterdefendant ChromaDex, Inc.

PROPOUNDING PARTY: MARK MORRIS

RESPONDING PARTY: CHROMADEX, INC.

SET NUMBER: ONE

Pursuant to Federal Rule of Civil Procedure 33, Plaintiff and Counterdefendant ChromaDex, Inc. ("ChromaDex" or "Plaintiff") supplements its Response to Defendant Mark Morris's ("Defendant's" or "Morris's") Interrogatory Number One ("Interrogatory").

I. GENERAL RESPONSES.

Plaintiff hereby incorporates its General Responses to Defendant's First Set of Interrogatories, served on March 6, 2019.

II. GENERAL OBJECTIONS.

Plaintiff hereby incorporates its General Objections to Defendant's First Set of Interrogatories, served on March 6, 2019.

III. SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES.

Without waiving or limiting in any manner any of the foregoing General Objections and Responses, but rather incorporating them into each of the following responses to the extent applicable, Plaintiff amends its response to Interrogatory Number One in Defendant's First Set of Interrogatories as follows:

INTERROGATORY NO. 1:

Identify all "confidential and proprietary" information and documents and all "trade secrets and other valuable documents," as those terms are used in the Fifth Amended Complaint, that you claim have been misappropriated, misused, or improperly disclosed to or by either Morris or Elysium.

RESPONSE TO INTERROGATORY NO. 1:

Plaintiff objects to this Interrogatory as overbroad and unduly burdensome to the extent it requests that Plaintiff identify "all" information and documents, trade secret or confidential, that have been wrongfully disclosed or used by Elysium Health, Inc. ("Elysium") and Morris (collectively, "Defendants"), on the ground that the

Interrogatory encompasses potentially thousands of pages of documents, not all of which can be located and reviewed by counsel within the time period allowed by statute for this response. Plaintiff also objects to the extent that the requested information is solely within Defendants' possession and to the extent that Defendants are better positioned to have knowledge of their improper use and disclosure of ChromaDex information. Defendants have failed to produce evidence of all of their improper disclosures and use of ChromaDex information, despite the late stage of discovery in this case, and that information is not currently known to Plaintiff.

ChromaDex is aware that Elysium and/or Morris have relied on or copied ChromaDex documents while drafting new documents that were labeled as Elysium's and which were subsequently disclosed to Elysium's partners and potential partners and/or used by Elysium. ChromaDex claims that those secondary disclosures and uses were improper. ChromaDex objects to the Interrogatory to the extent it requests that Plaintiff identify "all" of those secondary disclosures and uses on the ground that the Interrogatory encompasses potentially thousands of pages of documents, not all of which can be located and reviewed by counsel within the time period allowed by statute for this response. Plaintiff also objects to the Interrogatory on the ground that some of the information sought is solely within Defendants' possession and on the ground that Defendants are better positioned to have knowledge of their improper secondary disclosures and uses. Plaintiff further objects to this Interrogatory as premature to the extent that discovery is ongoing and Plaintiff has not had opportunity to assess the full extent of Defendants' conduct.

Subject to and without waiving any of its objections, Plaintiff identifies the following "confidential and proprietary" information and documents, "trade secrets and other valuable documents," that it 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. Pursuant to Federal Rule of Civil Procedure 33(d), Plaintiff identifies "documents" that have already been produced in the action in the below table

by Bates numbers.

Date(s)	Information/Document
Unknown	ELY_0032312, ELY_0032324
June 27, 2014	ELY_0025263, ELY_0025279
April 17, 2015	ELY_0022790, ELY_0022791, ELY_0022792, ELY_0022798, ELY_0022800, ELY_0022804
April 22, 2015	ELY_0061092, ELY_0061094
June 30, 2015	ELY_0029533, ELY_0029578
July 12, 2015	ELY_0027213, ELY_0027256
July 12, 2015	ELY_0027148, ELY_0027191
July 13, 2015	ELY_0023479, ELY_0023522
July 13, 2015	ELY_0032193, ELY_0032236
July 13, 2015	ELY_0032238, ELY_0032281
July 15-18, 2015	Information regarding Live Cell's sales of NR-containing and other products and business strategies. ELY_0108750
August 3, 2015	ELY_0023570, ELY_0023616
August 4, 2015	ELY_0027441, ELY_0027487
August 7, 2015	Information regarding the identity of ChromaDex's business partner at General Nutrition Centers selling a product combining NIAGEN and pTeroPure.
August 28, 2015	ELY_0027681, ELY_0027682
September 11, 2015	ELY_0030960, ELY_0031006
September 11, 2015	ELY_0032880, ELY_0032926
September 11, 2015	ELY_0032948, ELY_0032994
September 16, 2015	ELY_0033096, ELY_0033142
September 28, 2015	ELY_0031168, ELY_0031213
September 28, 2015	ELY_0031235, ELY_0031280
September 28, 2015	ELY_0031101, ELY_0031146
September 29, 2015	ELY_0031302, ELY_0031347
September 29, 2015	ELY_0033169, ELY_0033214
September 29, 2015	ELY_0033236, ELY_0033281
September 29, 2015	ELY_0061693, ELY_0061738
September 30, 2015	ELY_0033303, ELY_0033348
October 2, 2015	ELY_0031385, ELY_0031434
October 4, 2015	ELY_0031466, ELY_0031511
October 4, 2015	ELY_0061138, ELY_0061183
October 13, 2015	ELY_0013251, ELY_0013296
October 13, 2015	ELY_0013402, ELY_0013447

Date(s)	Information/Document
October 13, 2015	ELY_0024315, ELY_0024360
October 13, 2015	ELY_0033404, ELY_0033449
October 13, 2015	ELY_0061205, ELY_0061250
October 28, 2015	ELY_0024551, ELY_0024596
October 28, 2015	ELY_0024618, ELY_0024700
November 12, 2015	Information regarding a Joint Development Agreement with a ChromaDex partner, including reasons the parties had for entering the agreement, the progress of related human studies, the amounts of milestone payments, the amounts of ingredients used in products, the nature of the exclusivity provided for in the agreement, and the length of negotiations.
November 25, 2015	ELY_0029885, ELY_0029933
December 1, 2015	ELY_0029981, ELY_0030030
December 9, 2015	Information regarding ChromaDex's pTeroPure sales in specific channels.
December 15, 2015	ELY_0029364, ELY_0029411
December 15, 2015	ELY_0061894, ELY_0061940
December 24, 2015	ELY_0056524, ELY_0056628
December 26, 2015	ELY_0056635, ELY_0056681
February 5, 2016	Information regarding negotiations with Live Cell regarding NR sales and Live Cell business strategies. CDXCA_00243792
February 11, 2016	ELY_0056776, ELY_0056885
March 3, 2016	ELY_0039807, ELY_0039942
March 3, 2016	ELY_0040079, ELY_0040214
March 18, 2016	ELY_0035066, ELY_0035067
March 24, 2016	ELY_0035178, ELY_0035332
March 24, 2016	ELY_0035341, ELY_0035495
April 5, 2016	Information regarding ChromaDex's ingredient sales over time, business strategies over time, business models, marketing strategies, employee training, number of products containing ChromaDex ingredients on the market ELY_0094668, ELY_0094738, ELY_0094739
April 6, 2016	Information regarding a ChromaDex marketing strategy. ELY_0096172
April 7, 2016	Information regarding ChromaDex business dealings, research and development, and staffing. ELY_0096177
April 15, 2016	Information regarding ChromaDex business dealings and marketing strategies. ELY_0096180

Date(s)	Information/Document
April 26, 2016	Information regarding the comparative chances of market success of ChromaDex customers. ELY_0107581
April 28, 2016	Information regarding ChromaDex business dealings. CDXCA_00201415
April 29, 2016	Information regarding ChromaDex business dealings. ELY_0045814
May 4, 2016	Information regarding ChromaDex's manufacturing capabilities for another precursor of NAD+, related intellectual property, and business strategies. ELY_0045819
May 4, 2016	Information regarding the production processes for NR and pterostilbene. ELY_0045821
May 24, 2016	Information regarding ChromaDex business opportunities. ELY_0096181
May 29, 2016	Live Cell's NR purchasing history, including dates, volumes, and prices.
May 29, 2016	Information regarding ChromaDex business strategies. ELY_0096183
June 12, 2016	Information regarding ChromaDex business dealings and opportunities. ELY_0107587
June 14, 2016	Information regarding ChromaDex's strategy for negotiations with Elysium.
June 19, 2016	Information regarding ChromaDex business strategies and research. ELY_0094755, ELY_0094756
June 22, 2016	Information regarding ChromaDex's possession of legal opinion regarding an NR patent ELY_0107359
June 22, 2016	Information regarding the shelf life of NIAGEN and pTeroPure, a stability study conducted by another customer
June 22, 2016	ELY_0046687, ELY_0046688, ELY_0046689
June 23, 2016	Information regarding ChromaDex business dealings and research and development. ELY_0107391
June 23, 2016	Information regarding ChromaDex business dealings and opportunities. ELY_0096193
June 23, 2016	Information regarding ChromaDex business dealings related to pterostilbene, intellectual property related to pterostilbene, and communications with attorneys related to intellectual property related to pterostilbene. ELY_0107542
June 24, 2016	Information regarding ChromaDex's legal and public relations fees incurred and strategy in response to a "short attack."

Date(s)	Information/Document
June 23-24, 2016	The price ChromaDex paid to its contract manufacturer for NR on a per kilo basis.
June 27, 2016	Information regarding ChromaDex's sales to other customers, including volumes purchased and trends over time.
June 28, 2016	The price ChromaDex paid to its contract manufacturer for NR on a per kilo basis.
June 28, 2016	Stability data for NR.
July 1, 2016	Information regarding ChromaDex's NR sales to other customers, including volumes purchased.
July 1, 2016	Information regarding products being developed by ChromaDex customers.
July 6, 2016	Results from a ChromaDex study on the effects of NR on mice. ELY_0107481
July 6, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors.
July 7, 2016	Information regarding ChromaDex's contractual relationship with its NR contract manufacturer.
July 11, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors.
July 12, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors.
July 18, 2016	ELY_0040625
July 26, 2016	Information regarding ChromaDex research and development with the University of Pennsylvania and intellectual property opportunities.
August 2, 2016	ELY_0096268.0001
August 2, 2016	ELY_53728, ELY_52729, ELY_0053730
August 11, 2016	Information regarding ChromaDex's business strategies and regulatory efforts.
August 20, 2016, or before	Information concerning a NIAGEN customer's purchases, sales, and inventory. ELY_0037294
August 28, 2016	ELY_0094768, ELY_0037480
August 30, 2016	Information regarding ChromaDex's research and development work on salts related to NR. ELY_0014923
August 31, 2016	ELY_0067662
September 6, 2016	Information regarding the manufacturing conditions of pTeroPure.
September 30, 2016	ELY_0051954, ELY_0051954.0001, ELY_0051957

Date(s)	Information/Document
October 3, 2016	ELY_0052076, ELY_0052077, ELY_0052098.0001
October 13, 2016	ELY_0078080, ELY_0078089
October 17, 2016	ELY_0081719, ELY_0081720
October 28, 2016	ELY_0087699, ELY_0087699.0002
Fall 2016	Information regarding the manufacturing conditions of NIAGEN. ELY_0021625
November 8, 2016	ELY_0078345, ELY_0078356
November 21, 2016	ELY_0052030
November 21, 2016	ELY_0002646
November 27, 2016	ELY_0068120, ELY_0068121
November 28, 2016	ELY_0008483, ELY_0008484
November 29, 2016	ELY_0008558, ELY_0008559
December 13, 2016	Information regarding ChromaDex's NIAGEN specifications and product testing. ELY_0062737
December 19, 2016	Information regarding ChromaDex business opportunities. ELY_0096275
January 6, 2017	ELY_0048358, ELY_0048359
January 6, 2017	ELY_0048388, ELY_0048390
January 7, 2017	ELY_0048419, ELY_0048421
March 15, 2017	ELY_0088281, ELY_0088281.0002, ELY_0088282
April 17, 2017	ELY_0095894
April 25, 2017	ELY_0088317, ELY_0088319.0001
May 11, 2017	Information regarding ChromaDex's business dealings. ELY_0014100
July 7, 2017	ELY_0096300.0001
July 11, 2017	ELY_0069155, ELY_0069156
August 29, 2017	ELY_0090347, ELY_0090347.0002
September 7, 2017	ELY_0047200, ELY_0047202
September 7, 2017	ELY_0117126, ELY_0117279
October 3, 2017	ELY_0116997
November 6, 2017	pTeroPure GRAS Report. ELY_0095853
December 5, 2017	pTeroPure GRAS Report. ELY_0117337
January 17, 2018	pTeroPure GRAS Report. ELY_0073919

Plaintiff's investigation is ongoing and it may supplement this response should additional responsive information become available.

AMENDED AND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:

Plaintiff incorporates by reference its General Responses and General Objections stated above, as well as its prior responses to Interrogatory No. 1.

Subject to and without waiving any of its objections, pursuant to Federal Rule of Civil Procedure 33(d), Plaintiff hereby amends and supplements its response to Interrogatory No. 1 to include the documents beginning at the following Bates numbers already produced by Plaintiff in this action, which were identified pursuant to a reasonable search for documents responsive to this Interrogatory:

Date(s)	Information/Document
Unknown	ELY_0032312, ELY_0032324
January 20, 2014	CDXCA_00071552, CDXCA_00071573
June 12, 2014	CDXCA_00071687, CDXCA_00071689
June 27, 2014	ELY_0025263, ELY_0025279
April 17, 2015	ELY_0022790, ELY_0022791, ELY_0022792, ELY_0022798, ELY_0022800, ELY_0022804
April 22, 2015	ELY_0061092, ELY_0061094
June 30, 2015	ELY_0029533, ELY_0029578
July 12, 2015	ELY_0027213, ELY_0027256
July 12, 2015	ELY_0027148, ELY_0027191
July 13, 2015	ELY_0023479, ELY_0023522
July 13, 2015	ELY_0032193, ELY_0032236
July 13, 2015	ELY_0032238, ELY_0032281
July 15-18, 2015	Information regarding Live Cell's sales of NR-containing and other products and business strategies. ELY_0108750
August 3, 2015	ELY_0023570, ELY_0023616
August 4, 2015	ELY_0027441, ELY_0027487
August 7, 2015	Information regarding the identity of ChromaDex's business partner at General Nutrition Centers selling a product combining NIAGEN and pTeroPure. ELY_0085617, Chat Nos. 15601-15603
August 26, 2015	ELY_0023712, ELY_0023715
August 28, 2015	ELY_0027681, ELY_0027682
~August 30, 2015	The amounts of Live Cell's NR purchases from ChromaDex. ELY_0085617, Chat Nos. 55710, 55735
September 11, 2015	ELY_0030960, ELY_0031006

Date(s)	Information/Document
September 11, 2015	ELY_0032880, ELY_0032926
September 11, 2015	ELY_0032948, ELY_0032994
September 16, 2015	ELY_0033096, ELY_0033142
September 28, 2015	ELY_0031168, ELY_0031213
September 28, 2015	ELY_0031235, ELY_0031280
September 28, 2015	ELY_0031101, ELY_0031146
September 29, 2015	ELY_0024177, ELY_0024180
September 29, 2015	ELY_0031302, ELY_0031347
September 29, 2015	ELY_0033169, ELY_0033214
September 29, 2015	ELY_0033236, ELY_0033281
September 29, 2015	ELY_0061693, ELY_0061738
September 30, 2015	ELY_0033303, ELY_0033348
October 2, 2015	ELY_0031385, ELY_0031434
October 4, 2015	ELY_0031466, ELY_0031511
October 4, 2015	ELY_0061138, ELY_0061183
October 9, 2015	CDXCA_00243552
October 13, 2015	ELY_0013251, ELY_0013296
October 13, 2015	ELY_0013402, ELY_0013447
October 13, 2015	ELY_0024315, ELY_0024360
October 13, 2015	ELY_0033404, ELY_0033449
October 13, 2015	ELY_0061205, ELY_0061250
October 28, 2015	ELY_0024551, ELY_0024596
October 28, 2015	ELY_0024618, ELY_0024700
November 12, 2015	Information regarding a Joint Development Agreement with a ChromaDex partner, including reasons the parties had for entering the agreement, the progress of related human studies, the amounts of milestone payments, the amounts of ingredients used in products, the nature of the exclusivity provided for in the agreement, and the length of negotiations. ELY_0085617, Chat Nos. 15642 – 15643
November 25, 2015	ELY_0029885, ELY_0029933
December 1, 2015	ELY_0029981, ELY_0030030
December 9, 2015	Information regarding ChromaDex's pTeroPure sales in specific channels. ELY_0085617, Chat Nos. 15680 – 15681
December 15, 2015	ELY_0029364, ELY_0029411
December 15, 2015	ELY_0061894, ELY_0061940
December 24, 2015	ELY_0056524, ELY_0056628
December 26, 2015	ELY_0056635, ELY_0056681
January 5, 2016	ELY_0033815, ELY_0033816

Date(s)	Information/Document
February 5, 2016	Information regarding negotiations with Live Cell regarding NR sales and Live Cell business strategies. CDXCA_00243792
February 11, 2016	ELY_0056776, ELY_0056885
March 3, 2016	ELY_0039807, ELY_0039942
March 3, 2016	ELY_0040079, ELY_0040214
March 18, 2016	ELY_0035066, ELY_0035067
March 24, 2016	ELY_0035178, ELY_0035332
March 24, 2016	ELY_0035341, ELY_0035495
April 5, 2016	Information regarding ChromaDex's ingredient sales over time, business strategies over time, business models, marketing strategies, employee training, number of products containing ChromaDex ingredients on the market. ELY_0094668, ELY_0094738, ELY_0094739
April 6, 2016	Information regarding a ChromaDex marketing strategy. ELY_0096172
April 7, 2016	Information regarding ChromaDex business dealings, research and development, and staffing. ELY_0096177
April 15, 2016	Information regarding ChromaDex business dealings and marketing strategies. ELY_0096180
April 26, 2016	Information regarding the comparative chances of market success of ChromaDex customers. ELY_0107581
April 28, 2016	Information regarding ChromaDex business dealings. CDXCA_00201415
April 29, 2016	Information regarding ChromaDex business dealings. ELY_0045814
May 4, 2016	Information regarding ChromaDex's manufacturing capabilities for another precursor of NAD+, related intellectual property, and business strategies. ELY_0045819
May 4, 2016	Information regarding the production processes for NR and pterostilbene. ELY_0045821
May 24, 2016	Information regarding ChromaDex business opportunities. ELY_0096181
May 29, 2016	Live Cell's NR purchasing history, including dates, volumes, and prices. ELY_0085617, Chat No. 15764.
May 29, 2016	Information regarding ChromaDex business strategies. ELY_0096183
May 30, 2016	Live Cell's NR purchasing history, including dates, volumes, and prices. ELY_0085617, Chat No. 4550

Date(s)	Information/Document
June 12, 2016	Information regarding ChromaDex business dealings and opportunities. ELY_0107587
June 14, 2016	Information regarding ChromaDex's strategy for negotiations with Elysium. ELY0085617, Chat No. 4147
June 19, 2016	Information regarding ChromaDex business strategies and research. ELY_0094755, ELY_0094756
June 22, 2016	Information regarding ChromaDex's possession of legal opinion regarding an NR patent. ELY_0107359
June 22, 2016	Information regarding the shelf life of NIAGEN and pTeroPure, a stability study conducted by another customer. ELY_0085617, Chat Nos. 4175 – 4180
June 22, 2016	ELY_0046687, ELY_0046688, ELY_0046689
June 23, 2016	Information regarding ChromaDex business dealings and research and development. ELY_0107391
June 23, 2016	Information regarding ChromaDex business dealings and opportunities. ELY_0096193
June 23, 2016	Information regarding ChromaDex business dealings related to pterostilbene, intellectual property related to pterostilbene, and communications with attorneys concerning intellectual property related to pterostilbene. ELY_0107542, ELY_0085617, Chat No. 4187
June 24, 2016	Information regarding ChromaDex's legal and public relations fees incurred and strategy in response to a "short attack." ELY_0085617, Chat No. 4191
Before June 24, 2016	The price ChromaDex paid to its contract manufacturer for NR on a per kilo basis. Magida Deposition Transcript, page 97-98, Exhibit 45.
June 27, 2016	Information regarding ChromaDex's sales to other customers, including volumes purchased and trends over time. ELY_0085617, Chat No. 4225
June 28, 2016	The price ChromaDex paid to its contract manufacturer for NR on a per kilo basis. ELY_0085617, Chat No. 4243
June 28, 2016	Stability data for NR. ELY_0085617, Chat No. 4241
July 1, 2016	Information regarding ChromaDex's NR sales to other customers, including volumes purchased. ELY_0085617, Chat No. 4272
July 1, 2016	Information regarding products being developed by ChromaDex customers. ELY_0085617, Chat No. 4293

Date(s)	Information/Document
July 6, 2016	Results from a ChromaDex study on the effects of NR on mice. ELY_0107481
July 6, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors. ELY_0085617, Chat Nos. 4380 – 4312
July 7, 2016	Information regarding ChromaDex's contractual relationship with its NR contract manufacturer. ELY_0085617, Chat Nos. 4135 – 4136
July 11, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors. ELY_0085617, Chat No. 4353
July 12, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors. ELY_0085617, Chat Nos. 4029, 4363
July 18, 2016	ELY_0046025
July 26, 2016	Information regarding ChromaDex research and development with the University of Pennsylvania and intellectual property opportunities. ELY_0085619, Chat No. 2841 – 2845
August 2, 2016	ELY_0096268.0001
August 2, 2016	ELY_53728, ELY_53729, ELY_0053730
August 11, 2016	Information regarding ChromaDex's business strategies and regulatory efforts. ELY0085617, Chat Nos. 4101 – 4103
August 14, 2016	Information regarding the potential costs, on a per kilogram basis, of independently manufacturing NR. ELY_0010954
August 20, 2016, or before	Information concerning a NIAGEN customer's purchases, sales, and inventory. ELY_0037294
August 28, 2016	ELY_0094768, ELY_0037480
August 30, 2016	Information regarding ChromaDex's research and development work on salts related to NR. ELY_0014923
August 31, 2016	ELY_0067662
August 31, 2016	ELY_0051298, ELY_0051300
September 6, 2016	Information regarding the manufacturing conditions of pTeroPure. ELY0085619, Chat Nos. 1548 – 1549
September 30, 2016	ELY_0051954, ELY_0051954.0001, ELY_0051957
October 3, 2016	ELY_0052076, ELY_0052077, ELY_0052098.0001
October 13, 2016	ELY_0078080, ELY_0078089
October 17, 2016	ELY_0081719, ELY_0081720

Date(s)	Information/Document
October 26, 2016	Basis Investigator's Brochure. ELY_0051546, ELY_0051547
October 28, 2016	ELY_0087699, ELY_0087699.0002
Fall 2016	Information regarding the manufacturing conditions of NIAGEN. ELY_0021625
November 8, 2016	ELY_0078345, ELY_0078356
November 21, 2016	ELY_0052030
November 21, 2016	ELY_0002646
November 27, 2016	ELY_0068120, ELY_0068121
November 28, 2016	ELY_0008483, ELY_0008484
November 29, 2016	ELY_0008558, ELY_0008559
December 13, 2016	Information regarding ChromaDex's NIAGEN specifications and product testing. ELY_0062737
December 19, 2016	Information regarding ChromaDex business opportunities. ELY_0096275
January 6, 2017	ELY_0048358, ELY_0048359
January 6, 2017	ELY_0048388, ELY_0048390
January 7, 2017	ELY_0048419, ELY_0048421
March 15, 2017	ELY_0088281, ELY_0088281.0002, ELY_0088282
March 24, 2017	Basis Investigator's Brochure. , ELY_0087840
April 17, 2017	ELY_0095894
April 25, 2017	ELY_0088317, ELY_0088319.0001
May 11, 2017	Information regarding ChromaDex's business dealings. ELY_0014100
May 29, 2017	Basis Investigator's Brochure. ELY_0116669, ELY_0116670
July 7, 2017	ELY_0096300.0001
July 11, 2017	ELY_0069155, ELY_0069156
August 28, 2017	Basis Investigator's Brochure. ELY_0068051, ELY_0068053
August 29, 2017	Basis Investigator's Brochure. ELY_0088117, ELY_0088118
August 29, 2017	Basis Investigator's Brochure. ELY_0090348, ELY_0090349.
August 29, 2017	ELY_0090347, ELY_0090347.0002
September 7, 2017	ELY_0047200, ELY_0047202, ELY_0086515
September 7, 2017	ELY_0117126, ELY_0117279
October 3, 2017	ELY_0116997
November 6, 2017	pTeroPure GRAS Report. ELY_0095853

Date(s)	Information/Document
November 9, 2017	Basis Investigator's Brochure. ELY_0088399, ELY_0088401
November 29, 2019	Basis Investigator's Brochure. ELY_0088183, ELY_0088185
December 5, 2017	pTeroPure GRAS Report. ELY_0117337
January 10, 2018	Basis Investigator's Brochure. ELY_0091919, ELY_0091921
January 11, 2018	Basis Investigator's Brochure. ELY_0073870, ELY_0073872
January 17, 2018	pTeroPure GRAS Report. ELY_0073919

Plaintiff's investigation is ongoing and it may supplement this response should additional responsive information become available.

SECOND AMENDED RESPONSE TO INTERROGATORY NO. 1:

Plaintiff incorporates by reference its General Responses and General Objections stated above, as well as its prior responses to Interrogatory No. 1. Plaintiff further objects that the trade secrets misappropriated by Defendants are further identified in Schedule 15 of the Expert Report of Lance E. Gunderson dated June 21, 2019.

Subject to and without waiving any of its objections, pursuant to Federal Rule of Civil Procedure 33(d), Plaintiff hereby amends its response to Interrogatory No. 1 to further identify the trade secrets that Defendants misappropriated. Defendants misappropriated four defined categories of trade secret information: (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 (♠). Specific examples of the trade secret information misappropriated by Defendants are described below and identified by the respective symbols of the categories above.

ChromaDex hereby designates the information in the table below HIGHLY

CONFIDENTIAL – ATTORNEY'S EYES ONLY pursuant to the Amended Protective Order entered in this action. (ECF 180.)

Date(s)	Information/Document
Unknown	ELY_0032312, ELY_0032324
January 20, 2014	CDXCA_00071552, CDXCA_00071573
June 12, 2014	CDXCA_00071687, CDXCA_00071689
June 27, 2014	ELY_0025263, ELY_0025279
April 17, 2015	ELY_0022790, ELY_0022791, ELY_0022792, ELY_0022798, ELY_0022800, ELY_0022804
April 22, 2015	ELY_0061092, ELY_0061094
June 30, 2015	ELY_0029533, ELY_0029578
July 12, 2015	ELY_0027213, ELY_0027256
July 12, 2015	ELY_0027148, ELY_0027191
July 13, 2015	ELY_0023479, ELY_0023522
July 13, 2015	ELY_0032193, ELY_0032236
July 13, 2015	ELY_0032238, ELY_0032281
July 15-18, 2015	Information regarding Live Cell's sales of NR-containing products. ELY_0108750♣ Information regarding Live Cell's sales of other products and business strategies. ELY_0108750
August 3, 2015	ELY_0023570, ELY_0023616
August 4, 2015	ELY_0027441, ELY_0027487
August 7, 2015	Information regarding the identity of ChromaDex's business partner at General Nutrition Centers selling a product combining NIAGEN and pTeroPure. ELY_0085617, Chat Nos. 15601-15603
August 26, 2015	ELY_0023712, ELY_0023715
August 28, 2015	ELY_0027681, ELY_0027682
~August 30, 2015	The amounts of Live Cell's NR purchases from ChromaDex. ELY_0085617, Chat No. 55735♣ Information regarding business operations. ELY_0085617, Chat No. 55710.
September 11, 2015	ELY_0030960, ELY_0031006
September 11, 2015	ELY_0032880, ELY_0032926
September 11, 2015	ELY_0032948, ELY_0032994
September 16, 2015	ELY_0033096, ELY_0033142

Date(s)	Information/Document
September 28, 2015	ELY_0031168, ELY_0031213
September 28, 2015	ELY_0031235, ELY_0031280
September 28, 2015	ELY_0031101, ELY_0031146
September 29, 2015	ELY_0024177, ELY_0024180
September 29, 2015	ELY_0031302, ELY_0031347
September 29, 2015	ELY_0033169, ELY_0033214
September 29, 2015	ELY_0033236, ELY_0033281
September 29, 2015	ELY_0061693, ELY_0061738
September 30, 2015	ELY_0033303, ELY_0033348
October 2, 2015	ELY_0031385, ELY_0031434
October 4, 2015	ELY_0031466, ELY_0031511
October 4, 2015	ELY_0061138, ELY_0061183
October 9, 2015	CDXCA_00243552
October 13, 2015	ELY_0013251, ELY_0013296
October 13, 2015	ELY_0013402, ELY_0013447
October 13, 2015	ELY_0024315, ELY_0024360
October 13, 2015	ELY_0033404, ELY_0033449
October 13, 2015	ELY_0061205, ELY_0061250
October 28, 2015	ELY_0024551, ELY_0024596
October 28, 2015	ELY_0024618, ELY_0024700
November 12, 2015	Information regarding a Joint Development Agreement with a ChromaDex partner, including reasons the parties had for entering the agreement, the progress of related human studies, the amounts of milestone payments, the amounts of ingredients used in products, the nature of the exclusivity provided for in the agreement, and the length of negotiations. ELY_0085617, Chat Nos. 15642 – 15643
November 25, 2015	ELY_0029885, ELY_0029933
December 1, 2015	ELY_0029981, ELY_0030030
December 9, 2015	Information regarding ChromaDex's pTeroPure sales in specific channels. ELY_0085617, Chat No. 15681♣
December 15, 2015	ELY_0029364, ELY_0029411
December 15, 2015	ELY_0061894, ELY_0061940
December 24, 2015	ELY_0056524, ELY_0056628
December 26, 2015	ELY_0056635, ELY_0056681
January 5, 2016	ELY_0033815, ELY_0033816
February 5, 2016	Information regarding negotiations with Live Cell regarding NR sales and Live Cell business strategies. CDXCA_00243792

Date(s)	Information/Document
February 11, 2016	ELY_0056776, ELY_0056885
March 3, 2016	ELY_0039807, ELY_0039942
March 3, 2016	ELY_0040079, ELY_0040214
March 18, 2016	ELY_0035066, ELY_0035067
March 24, 2016	ELY_0035178, ELY_0035332
March 24, 2016	ELY_0035341, ELY_0035495
April 5, 2016	Information regarding ChromaDex's ingredient sales over time, business strategies over time, business models, marketing strategies, employee training, number of products containing ChromaDex ingredients on the market. ELY_0094668, ELY_0094738, ELY_0094739
April 6, 2016	Information regarding a ChromaDex marketing strategy. ELY_0096172
April 7, 2016	Information regarding ChromaDex business dealings, research and development, and staffing. ELY_0096177
April 15, 2016	Information regarding ChromaDex business dealings and marketing strategies. ELY_0096180
April 26, 2016	Information regarding the comparative chances of market success of ChromaDex customers. ELY_0107581
April 28, 2016	Information regarding ChromaDex business dealings. CDXCA_00201415
April 29, 2016	Information regarding ChromaDex business dealings. ELY_0045814
May 4, 2016	Information regarding ChromaDex's manufacturing capabilities for another precursor of NAD+, related intellectual property, and business strategies. ELY_0045819
May 4, 2016	Information regarding the production processes for NR and pterostilbene. ELY_0045821
May 24, 2016	Information regarding ChromaDex business opportunities. ELY_0096181
May 29, 2016	Live Cell's NR purchasing history, including dates, volumes, and prices. ELY_0085617, Chat No. 15764.♣
May 29, 2016	Information regarding ChromaDex business strategies. ELY_0096183
May 30, 2016	Live Cell's NR purchasing history, including dates, volumes, and prices. ELY_0085617, Chat No. 4550♣
June 12, 2016	Information regarding ChromaDex business dealings and opportunities. ELY_0107587

Date(s)	Information/Document
June 14, 2016	Information regarding ChromaDex's strategy for negotiations with Elysium. ELY0085617, Chat No. 4147
June 19, 2016	Information regarding ChromaDex business strategies and research. ELY_0094755, ELY_0094756
June 22, 2016	Information regarding ChromaDex's possession of legal opinion regarding an NR patent. ELY_0107359
June 22, 2016	Information regarding the shelf life of NIAGEN and pTeroPure, a stability study conducted by another customer. ELY_0085617, Chat Nos. 4175 – 4180
June 22, 2016	ELY_0046687, ELY_0046688, ELY_0046689
June 23, 2016	Information regarding the identity of a ChromaDex partner and ChromaDex's business dealings and research and development with that partner regarding a possible alternative method for manufacturing NR. ELY_0107391♥
June 23, 2016	Information regarding ChromaDex business dealings and opportunities. ELY_0096193
June 23, 2016	Information regarding ChromaDex business dealings related to pterostilbene, intellectual property related to pterostilbene, and communications with attorneys concerning intellectual property related to pterostilbene. ELY_0107542, ELY_0085617, Chat No. 4187
June 24, 2016	Information regarding ChromaDex's legal and public relations fees incurred and strategy in response to a "short attack." ELY_0085617, Chat No. 4191
Before June 24, 2016	The price ChromaDex paid to its contract manufacturer for NR on a per kilo basis. Magida Deposition Transcript, page s97-98 & Exhibit 45♦
June 27, 2016	Information regarding ChromaDex's sales to another customer, including volumes purchased and trends over time. ELY_0085617, Chat No. 4225♣
June 28, 2016	The price ChromaDex paid to its contract manufacturer for NR on a per kilo basis. ELY_0085617, Chat No. 4243♦
June 28, 2016	Stability data for NR. ELY_0085617, Chat No. 4241
July 1, 2016	Information regarding ChromaDex's NR sales to other customers, including volumes purchased over time and the relative market positions of customers. ELY_0085617, Chat No. 4272♣
July 1, 2016	Information regarding products being developed by ChromaDex customers. ELY_0085617, Chat No. 4293

Date(s)	Information/Document
July 6, 2016	Results from a ChromaDex study on the effects of NR on mice. ELY_0107481
July 6, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors. ELY_0085617, Chat Nos. 4380 – 4312
July 7, 2016	Information regarding ChromaDex's contractual relationship with its NR contract manufacturer. ELY_0085617, Chat Nos. 4135 – 4136
July 11, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors. ELY_0085617, Chat No. 4353
July 12, 2016	Information regarding ChromaDex business dealings and strategies related to pharmaceutical endeavors. ELY_0085617, Chat Nos. 4029, 4363
July 18, 2016	The identities of ChromaDex's non-public ingredient customers and the purchasing histories of all ChromaDex ingredient customers from 2012 through May 2016, including dates, volumes, prices, trends over time, sales forecasts, and the relative market positions of customers. ELY_0046025♣
July 26, 2016	Information regarding ChromaDex research and development with the University of Pennsylvania and intellectual property opportunities. ELY_0085619, Chat No. 2841 – 2845
August 2, 2016	ELY_0096268.0001
August 2, 2016	ELY_53728, ELY_53729, ELY_0053730
August 11, 2016	Information regarding ChromaDex's business strategies and regulatory efforts. ELY0085617, Chat Nos. 4101 – 4103
August 14, 2016	Information regarding the potential costs, on a per kilogram basis, of independently manufacturing NR. ELY_0010954
August 20, 2016, or before	Information concerning a NIAGEN customer's purchases, sales, and inventory. ELY_0037294
August 28, 2016	ELY_0094768, ELY_0037480
August 30, 2016	Information regarding ChromaDex's research and development work on the viability of using different salts to manufacture NR in a crystal form for commercial distribution and use in consumer products, and [redacted] ELY_0014923♠

Date(s)	Information/Document
August 31, 2016	ELY_0067662
August 31, 2016	ELY_0051298, ELY_0051300
September 6, 2016	Information regarding the manufacturing conditions of pTeroPure. ELY0085619, Chat Nos. 1548 – 1549
September 30, 2016	ELY_0051954, ELY_0051954.0001, ELY_0051957
October 3, 2016	ELY_0052076, ELY_0052077, ELY_0052098.0001
October 13, 2016	ELY_0078080, ELY_0078089
October 17, 2016	ELY_0081719, ELY_0081720
October 26, 2016	Basis Investigator's Brochure. ELY_0051546, ELY_0051547
October 28, 2016	ELY_0087699, ELY_0087699.0002
Fall 2016	Information regarding the manufacturing conditions of NIAGEN. ELY_0021625
November 8, 2016	ELY_0078345, ELY_0078356
November 21, 2016	ELY_0052030
November 21, 2016	ELY_0002646
November 27, 2016	ELY_0068120, ELY_0068121
November 28, 2016	ELY_0008483, ELY_0008484
November 29, 2016	ELY_0008558, ELY_0008559
December 13, 2016	Information regarding ChromaDex's NIAGEN specifications and product testing. ELY_0062737
December 19, 2016	Information regarding ChromaDex business opportunities. ELY_0096275
January 6, 2017	ELY_0048358, ELY_0048359
January 6, 2017	ELY_0048388, ELY_0048390
January 7, 2017	ELY_0048419, ELY_0048421
March 15, 2017	ELY_0088281, ELY_0088281.0002, ELY_0088282
March 24, 2017	Basis Investigator's Brochure. ELY_0087840
April 17, 2017	ELY_0095894
April 25, 2017	ELY_0088317, ELY_0088319.0001
May 11, 2017	Information regarding ChromaDex's business dealings. ELY_0014100
May 29, 2017	Basis Investigator's Brochure. ELY_0116669, ELY_0116670
July 7, 2017	ELY_0096300.0001
July 11, 2017	ELY_0069155, ELY_0069156
August 28, 2017	Basis Investigator's Brochure. ELY_0068051, ELY_0068053

Date(s)	Information/Document
August 29, 2017	Basis Investigator's Brochure. ELY_0088117, ELY_0088118
August 29, 2017	Basis Investigator's Brochure. ELY_0090348, ELY_0090349.
August 29, 2017	ELY_0090347, ELY_0090347.0002
September 7, 2017	ELY_0047200, ELY_0047202, ELY_0086515
September 7, 2017	ELY_0117126, ELY_0117279
October 3, 2017	ELY_0116997
November 6, 2017	pTeroPure GRAS Report. ELY_0095853
November 9, 2017	Basis Investigator's Brochure. ELY_0088399, ELY_0088401
November 29, 2019	Basis Investigator's Brochure. ELY_0088183, ELY_0088185
December 5, 2017	pTeroPure GRAS Report. ELY_0117337
January 10, 2018	Basis Investigator's Brochure. ELY_0091919, ELY_0091921
January 11, 2018	Basis Investigator's Brochure. ELY_0073870, ELY_0073872
January 17, 2018	pTeroPure GRAS Report. ELY_0073919

Plaintiff's investigation is ongoing and it may supplement or amend this response should additional responsive information become available.

Dated: August 9, 2019

COOLEY LLP
BARRETT J. ANDERSON (318539)

/s/ Barrett J. Anderson
Barrett J. Anderson

Attorneys for Plaintiff and Counter-Defendant ChromaDex, Inc.

VERIFICATION – ChromaDex, Inc.

I, the undersigned, declare:

I am employed by ChromaDex, Inc. ("ChromaDex") as the General Counsel and Corporate Secretary. I am authorized to make this verification on ChromaDex's behalf. I have read the foregoing "ChromaDex, Inc.'s Second Amended Response To Mark Morris's Interrogatory No. 1" and know its contents. On the matters to which I have personal knowledge, I certify or declare that the matters stated are true and correct to the best of my abilities. On the matters to which I do not have personal knowledge, I am informed and believe and on that ground certify or declare that the matters stated are true and correct to the best of my abilities.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed by me on this 9th day of August, 2019 in Los Angeles, California.

Sign Name

Mark Friedman

Print Name

PROOF OF SERVICE
(FRCP 5)

I am a citizen of the United States and a resident of the State of California. I am employed in San Diego County, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years, and not a party to the within action. My business address is Cooley LLP, 4401 Eastgate Mall, San Diego, California 92121. On the date set forth below I served the documents described below in the manner described below:

- **CHROMADEX, INC.'S SECOND AMENDED RESPONSE TO MARK MORRIS'S INTERROGATORY NO. 1**

☐ (BY U.S. MAIL) I am personally and readily familiar with the business practice of Cooley LLP for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at San Diego, California.

☐ (BY MESSENGER SERVICE) by consigning the document(s) to an authorized courier and/or process server for hand delivery on this date.

☐ (BY FACSIMILE) I am personally and readily familiar with the business practice of Cooley LLP for collection and processing of document(s) to be transmitted by facsimile and I caused such document(s) on this date to be transmitted by facsimile to the offices of addressee(s) at the numbers listed below.

☐ (BY OVERNIGHT MAIL) I am personally and readily familiar with the business practice of Cooley LLP for collection and processing of correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained by _____ for overnight delivery.

☒ (BY ELECTRONIC MAIL) I am personally and readily familiar with the business practice of Cooley LLP for the preparation and processing of documents in portable document format (PDF) for e-mailing, and I caused said documents to be prepared in PDF and then served by electronic mail to the parties listed below.

on the following part(ies) in this action:

Joseph N Sacca Kristin L. Keranen Benjamin D. Pergament Esterina Giuliani Baker & Hostetler LLP 45 Rockefeller Plaza New York, NY 10111 jsacca@bakerlaw.com kkeranen@bakerlaw.com bpergament@bakerlaw.com egiuliani@bakerlaw.com	Elysium Health, Inc., and *(Defendant/Counter Claimant)* Mark Morris *(Defendant)*
Michael R. Matthias Elizabeth M. Treckler Baker & Hostetler LLP 11601 Wilshire Boulevard, Suite 1400 Los Angeles, California 90025-0509 mmatthias@bakerlaw.com etreckler@bakerlaw.com	Elysium Health, Inc., and *(Defendant/Counter Claimant)* Mark Morris *(Defendant)*
Marco J Quina Donald R. Ware Julia Huston Foley Hoag LLP 155 Seaport Boulevard Boston, MA 02210 mquina@foleyhoag.com dware@foleyhoag.com jhuston@foleyhoag.com	Elysium Health, Inc. *(Defendant/Counter Claimant)*

Dated: August 9, 2019

/s/ Sophia Rios

Sophia Rios
COOLEY LLP

Exhibit 88

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC., and MARK MORRIS, Defendant.	Case No. SACV 16-02277-CJC
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

HIGHLY CONFIDENTIAL

DEPOSITION OF

DAN ALMINANA

NEW YORK, NEW YORK

MARCH 29, 2019

Reported by:
VICTORIA RUSSO
NO. 19-76235

ingredients nicotinamide riboside and pterostilbene?
A. I don't recall.
Q. How soon after the founding of the company?
A. I don't recall.
Q. Can you give me a year?
A. I can't speculate on that.
Q. When was Basis first sold to a consumer?
A. February 4 -- 3rd or 4th, 2015.
Q. Do you know how soon before that, using that as our anchor, you decided that we'll have a product, it will contain NR and pterostilbene?
A. Some time between January 2014 and February 2015 would be my guess.
Q. Did Dr. Guarente, as chief scientist, did he settle on those as the active ingredients or did the three of you collectively settle on those as the active ingredients?
A. Lenny has, essentially -- he's the chief scientist. So Lenny, ultimately, has the final say in product formulation and development. There was, obviously, a discussion amongst the three of us but he, ultimately, at least in my mind, would have the final say on what goes into a product that we end

So my first impression of Mark was kind of like hey, nice to meet you. That was kind of it.

Q. What was your understanding of what he did for ChromaDex?

A. His title was, I think, I don't know what it was at the time when I met him, it was like head of business development or VP of business development. So I'm assuming he was managing relationships on behalf of ChromaDex with customers.

Q. Did you have the understanding that part of his responsibilities included managing the relationship with Elysium?

A. It became that. Frank transitioned -- our primary contact for a -- for a while was Frank and I don't remember when the transition was made but there was a transition where Mark ended up managing our relationship more than Frank.

Q. Do you remember when that happened?

A. No.

Q. Once that transition was made, who at Elysium primarily dealt with Mr. Morris?

A. Probably me just given the fact that I was more in tune with like just order placing. I mean I did most of the grunt work around making orders placed and making sure that the ingredients

11:33 Q. When did you first consider hiring Mr. Morris as an Elysium employee?
A. I don't remember the date.
Q. What year?
11:34 A. It had to be -- it had to be in 20 -- it had to be in 2017.
Q. In 2017 that you first considered hiring him?
A. I honestly don't remember.
11:34 Q. Can you give me anymore specificity than that when you first began consideration discussions with Mr. Morris about working for Elysium?
A. From a time frame perspective?
11:34 Q. Yes.
A. I do not remember the time frame.
Q. How did the topic first come up of Mr. Morris potentially working for Elysium?
A. That I do remember. We had a call with
11:34 Mark and he told us that he was leaving ChromaDex and, you know, Mark was -- in the call he told us he was leaving ChromaDex.
Q. Did he say why?
A. He said that he wanted to pursue
11:35 another -- other opportunities, make a change in his

life and that, you know, "thank you for being customers of ours. I just want to let you guys know before, you know, it gets out and you guys just hear about it from somebody else."

Q. And, approximately, when did that conversation take place?

A. I don't know.

Q. It could be 2016, it could be 2017?

A. It was multiple years ago. So I don't know. It could be 2016, it could be 2017. I just remember the conversation.

Q. What did you say in response to Mr. Morris?

A. "Where are you going?"

Q. And what did he say?

A. He said, "you know, I'm assessing opportunities but there is a company I think he said Southern California because that's where he lived in the dietary supplement world that, you know, has offered me something or I think, you know, they're going to offer me something so I'll likely do that."

Q. Did he name the company, to your memory?

A. Not that I remember. Not that I remember.

BY MR. ATTANASIO:

Q. Again, this is a collection of text messages produced in this litigation by Elysium, Mr. Alminana. It bears the Bates ELY 0085617.

Again, in the column on the left where it says "participants", do you recognize your phone number in several places?

A. Yes.

Q. Do you see the name "Mark Morris"?

A. I do.

Q. If I can direct your attention, sir, to Page 17 and, specifically, row 15710, the third one down; do you see that?

A. I see the row, yes.

Q. Do you see a text that reads, "Dan, thanks for the call. You have me so pumped up that I could literally run to New York right now. I would like to e-mail you some thoughts from my personal account [redacted]; do you see that, Mr. Alminana?

A. I do.

Q. There is a date associated with it March 12, 2016; do you se that on the right?

A. Yes.

Q. Who is this text from in the from

column, sir?
A. It says "Mark Morris".
Q. Is this the call -- is this referring to the call in which you offered Mr. Morris the opportunity to work for Elysium?
A. I don't know.
Q. Do you recall Mr. Morris giving you his personal e-mail address at some point?
A. Can I read a bunch of these because I need to understand what kind of context this all is in?
Q. You can read right around it if you'd like to but I do want to keep moving. I promise you if there's anything, I'll keep my questions very fair and very specific and, of course, your lawyer can correct me if I don't do that but I'll let you -- trust me, I'll have you in the right place and you can read anything you want around it but we don't have time to read all of these.
A. Thank you.
Q. You're welcome.
A. I'm just going to read a few before and a few after.
Q. Do you believe this is the time at which you first broached with Mr. Morris the

A. That he was looking into it or he was investigating and it looks like analytical problems less so than the quality of material.

Q. So you were relying on Mr. Morris's ability to get you information from ChromaDex about stability in deciding how large of an order to place, right?

A. Of course.

Q. And earlier we saw that Mr. Morris was volunteering to you the price he thought you could get the NR in this order at, correct?

A. It didn't end up -- that didn't help or factor in but, yes, he mentioned something.

Q. Did you place an order in late June?

A. I believe so.

Q. Do you remember what price you used for that order per kilogram?

A. I believe the negotiation yielded 800.

Q. That's right, but let's hold on that for a second. Do you remember placing an order first, sort of a --

A. Oh, oh?

Q. -- a preemptive order on your own?

A. Yes. Yes.

Q. And do you remember the price of that

order?
A. I do.
Q. What was it?
A. Four hundred.
Q. Why did you settle on that price?
A. I just threw it out there.
Q. Dartboard stuff?
A. Dartboard.
Q. Okay.
A. We just -- we needed a spark of realistic conversation of where we should be on pricing.
Q. You didn't have any information from Mr. Morris that informed that?
A. Not that I recall and I remember just picking 400.
Q. What was the reaction to that order, Mr. Alminana, at 400?
A. Um, not enthusiastic.
Q. Who communicated that to you?
A. I don't know.
Q. Were you trying to take advantage of the financial stress ChromaDex was under because of the short sale attack?
A. No.

C E R T I F I C A T E

I, VICTORIA RUSSO, a Certified Shorthand Reporter and Notary Public within and for the States of New York and New Jersey, do hereby certify:

I reported the proceedings in the within-entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related, by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April, 2019.

Victoria Russo

VICTORIA RUSSO
Registration No. 01RU4849015
Notary Public for the State of New York
My commission expires: October 31, 2021
Registration No. 2347397
Notary Public for the State of New Jersey
My commission expires: July 20, 2021

EXHIBIT 89

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CHROMADEX, INC.,

PLAINTIFF,

vs.

ELYSIUM HEALTH, INC., AND MARK MORRIS,

DEFENDANTS.

AND RELATED CROSS-ACTIONS.

CASE NO. 16-02277-CJC-(DFMx)

* * * ATTORNEYS' EYES ONLY * * *

VIDEOTAPED DEPOSITION OF WILL BLACK

TAKEN THURSDAY, APRIL 18, 2019

LOS ANGELES, CALIFORNIA

Reported by Audra E. Cramer, CSR No. 9901

Job No. 159131

A. I do not.
Q. You can put that to the side.
Okay. At this time, I have no further questions.
MR. SACCA: Just a few follow-up questions.

FURTHER EXAMINATION

BY MR. SACCA:

Q. Mr. Black, in the June 30, 2016, call, did Mr. Jaksch tell Elysium that ChromaDex was selling to Live Cell for $800 a kilogram?
A. I don't recall.
Q. Did Mr. Jaksch give Elysium any information on ChromaDex's margins?
A. I don't recall.
Q. Did Mr. Jaksch tell Elysium that ChromaDex wanted to maintain a margin of approximately 50 percent?
A. I don't recall that.
Q. Did Mr. Jaksch share with Elysium any information about the cost to ChromaDex of acquiring nicotinamide riboside from W.R. Grace?
A. I don't recall him doing so, no.
Q. Do you recall telling Elysium that

ChromaDex sold to Live Cell for $800 a kilogram at any point in time?

A. Do I recall?

Q. Yeah.

A. I did not tell Elysium about any of our customers' pricing.

Q. That's your testimony: Never in writing or orally did you tell anyone at Elysium that you sold to Live Cell for $800 a kilogram?

A. I don't recall doing that.

Q. How sure about that are you?

A. Pretty sure.

Q. As sure as the rest of the testimony you've given here today?

A. Yes.

Q. Mr. Anderson asked you question about the MFN provision in the supply agreement of -- between Elysium and ChromaDex; correct?

A. Yes.

Q. I notice he didn't show you a copy of the agreement when he asked you that question; right?

A. Correct.

Q. You answered that question from memory?

A. Mr. Anderson's question?

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

I, AUDRA E. CRAMER, CSR No. 9901, in and for the State of California, do hereby certify:

That, prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify the truth, the whole truth and nothing but the truth;

That said deposition was taken down by me in shorthand at the time and place therein named, and thereafter reduced to typewriting under my direction, and the same is a true, correct and complete transcript of said proceedings;

I further certify that I am not interested in the event of the action.

Witness my hand this 30th day of April, 2019.

Certified Shorthand
Reporter for the
State of California

EXHIBIT 90

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CHROMADEX, INC.,

PLAINTIFF,

vs.

ELYSIUM HEALTH, INC., AND MARK MORRIS,

DEFENDANTS.

AND RELATED CROSS-ACTIONS.

CASE NO. 16-02277-CJC-(DFMx)

* * * ATTORNEYS' EYES ONLY * * *

VIDEOTAPED DEPOSITION OF

CHROMADEX'S 30(B)(6) WITNESS THOMAS VARVARO

TAKEN WEDNESDAY, MAY 8, 2019

LOS ANGELES, CALIFORNIA

Reported by Audra E. Cramer, CSR No. 9901

Job No. 160326

THE WITNESS: Privileged.
BY MR. SACCA:
Q. Does ChromaDex consider its internal NR specifications confidential information?
A. It's internal specifications? Yes.
Q. Does it consider it's internal pTeroPure specifications confidential?
A. Yes.
Q. Do you know why, then, ChromaDex attached them to an SEC filing?
A. Lawyers make mistakes.
Q. Did ChromaDex ever amend its SEC filings to seek confidential treatment of those documents?
A. Confidential -- once that document's disclosed, you can't -- you're not going to retract it. You can file an amendment.
But we did seek confidential treatment of certain terms of agreements, if that's what the question was.
Q. So the NR specs and the pTeroPure specs are no longer confidential; correct?
MR. ANDERSON: Objection. Mischaracterizes the testimony.
THE WITNESS: I never said that.

A. ChromaDex was injured by the disclosure of a series of documents. To be able to determine what the damages are for any one document is difficult, if not impossible, unless you're an expert, because the documents all need to be taken as a whole.

Q. I don't need a dollar value. I just want to know how -- in what respect ChromaDex was damaged about Elysium's disclosure of the NR specifications.

A. 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.

Q. Did ChromaDex injure itself when it publicly disclosed the NR specifications?

MR. ANDERSON: Objection. Calls for a legal conclusion.

THE WITNESS: I don't know.

BY MR. SACCA:

Q. Well, is it your testimony that Elysium used the NR specifications to find another supplier of nicotinamide riboside?

A. Please repeat the question.

Q. Is it your testimony that Elysium

Q. Okay. You said you've lost sales to Elysium that were promised.

What sales were those?

A. Elysium had made commitments to us for minimum purchase volumes. Elysium also, when they placed the order that they did not pay for, represented that that was for a normal volume of sales and that they were going to continue to purchase from us through the rest of the year at increasing or in similar volumes.

Q. So does ChromaDex have a claim in this case for Elysium's failure to purchase agreed minimum volumes?

MR. ANDERSON: Objection. Calls for a legal conclusion. Expert testimony.

THE WITNESS: I don't know.

BY MR. SACCA:

Q. But you think that's a manner in which ChromaDex was injured?

A. Yes.

Q. And do you believe that this case is seeking to redress that injury?

A. Yes.

Q. And you say that Elysium promised that it was going to make future purchases of NR and

talk to ChromaDex before making further changes?

A. Yes.

Q. Counsel also asked you questions about certain specifications for NR and pterostilbene.

Do you remember those questions?

A. I do.

Q. And he shows you a couple of SEC filings related to some specifications?

A. Yes.

Q. One SEC filing?

A. One.

Q. Now, were those -- was that SEC filing related to a contract with Elysium?

A. No.

Q. Is the company's position that those specifications were the ones provided to Elysium under its supply agreement?

A. No.

Q. And why not?

A. The specs for the company -- there's always different versions of the specs. The specs are always changing. There's numerous different specifications that are given to the customers that can be very different than the ones that are in the filing.

Q. Lastly, I want to ask you a little bit about the questions that Counsel asked you related to the confidentiality of certain documents that ChromaDex has.

Now, he asked you how ChromaDex believes it was injured by the disclosure of certain documents, and I believe you gave a general answer.

Could you repeat for us how ChromaDex generally was injured by the disclosure of these documents by Elysium and Mark Morris.

MR. SACCA: Objection. Asked and answered.

THE WITNESS: Please repeat the question.

BY MR. ANDERSON:

Q. Right. Could you describe the injuries suffered by ChromaDex by the disclosure of documents in this case.

MR. SACCA: Same objection.

THE WITNESS: There were numerous injuries that I listed previously. I'm aware that the that there are other injuries, but I don't know the extent of what they are because they have been designated attorneys' eyes only

under protective order.

BY MR. ANDERSON:

Q. So is the company privy to all of the instances, as far as you know, in which the documents were disclosed by the Defendants in this case?

A. No, the company is not.

Q. And if Defendants wanted to quantify the injury, are there documents available to them in order to do so?

A. I believe they have those documents.

MR. ANDERSON: Okay. I have nothing further at this time.

MR. SACCA: Nothing.

THE VIDEOGRAPHER: We are off the record at 6:42 p.m.

(Whereupon, at 6:42 p.m. the deposition of THOMAS VARVARO was adjourned.)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

I, AUDRA E. CRAMER, CSR No. 9901, in and for the State of California, do hereby certify:

That, prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify the truth, the whole truth and nothing but the truth;

That said deposition was taken down by me in shorthand at the time and place therein named, and thereafter reduced to typewriting under my direction, and the same is a true, correct and complete transcript of said proceedings;

I further certify that I am not interested in the event of the action.

Witness my hand this 20th day of May, 2019.

_____

AUDRA E. CRAMER
Reporter for the
State of California

EXHIBIT 91

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC., Defendant.	Case No. SACV 16-02277-CJC
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

VIDEOTAPED DEPOSITION OF

LEONARD GUARENTE, Ph.D.

NEW YORK, NEW YORK

FEBRUARY 27, 2019

Reported by:
BRIDGET LOMBARDOZZI, CSR, RMR, CRR, CLR
JOB NO. 19-78402

10:20:33 Q. You don't know one way or the other?
A. No.
Q. Do you agree that -- that the research by Dr. Brenner showed that NR boosts NAD in humans?
10:20:47 A. Not in this paper.
Q. Okay. Do you agree that Dr. Brenner's work showed that NR works by something called the NRK pathway?
A. I think this paper would -- would say it
10:21:06 does in yeast.
Q. What is the NRK pathway?
A. It's a -- you want to get to NAD because NAD is what activates sirtuins. Okay? So at the start of the pathway, you have one way to get to NAD,
10:21:24 which is niacin. And niacin goes through a series of steps and it will -- eventually the cells will make NAD from it. Okay?
A step intermediate in the pathway, or fairly late in the pathway, has an intermediate
10:21:46 called NMN. And NMN is nicotinamide mononucleotide. And -- nicotinamide mononucleotide.
So NAD -- NAD stands for nicotinamide adenine dinucleotide. So it's two nucleotides connected by a bridge. Okay? One of the nucleotides
10:22:15 is nicotinamide. So nicotinamide, or niacin, which

10:22:19 is nicotinamide or nicotinic acid, are early in the pathway. As it gets modified, it gets the ribose and a phosphate attached to it. Okay. So then it's nicotin -- then it's NMN, nicotinamide
10:22:38 mononucleotide, and then the adenine gets put on at the end to form NAD.

Nicotinamide riboside is not an intermediate in the pathway of NAD synthesis. It is NMN without the phosphate. So, as such, it could not
10:23:07 lead to NAD synthesis unless something put a phosphate on it. And so it needs an enzyme to put the phosphate on it to create NMN. And the kinase that does that is called NR kinase, or NRK.

Q. Okay. Who figured that out? Dr. Brenner?

10:23:31 A. I believe so.

Q. Thank you.

Before you read Dr. Brenner's 2004 paper that we're looking at, Exhibit 67, did you know that NR is an NAD precursor in yeast?

10:23:50 A. It's not.

Q. Okay. NR is not an NAD precursor in yeast?

A. No.

Q. Before you read Dr. Brenner's 2004 paper, did you know that NR is an NAD precursor in humans?

10:24:06 A. It's not, because NR -- the natural

10:24:08 intermediate is NMN, not NR. NR has to be added exogenously.

Q. Before you read Dr. Brenner's 2004 paper, were you aware of a connection between NR and NAD?

10:24:33 A. No.

Q. Before you read Dr. Brenner's 2004 paper, did you know of a connection between NR and NAD as it affects yeast?

A. No.

10:24:47 Q. And did you know of a connection between NR and NAD as it affects humans before you read Dr. Brenner's paper in 2014?

A. No, not before and not after.

Q. You disagree with the framework of that

10:25:03 question, is that right?

A. This paper has nothing to do with humans.

Q. Okay. Did you read the paper in 2004 or did you read it some later time?

A. I believe I read it then.

10:25:16 Q. You would have been following this issue so you would have read it, the research in this topic?

A. Yes.

Q. What was your reaction, if you remember, to the breakthroughs in this paper, Exhibit 67?

10:25:35 A. I didn't have much of a reaction.

Q. Did you think it was a significant step forward in the research in the anti-aging field or --

A. No.

Q. Why not?

A. Because it hadn't been -- been demonstrated that NR would do anything to a mammal and I was already thinking about mammals at that point.

Q. Did you read a second paper by Dr. Brenner in 2007 regarding NR?

A. I don't recall what paper you're referring to.

Q. Fair enough.

MR. ATTANASIO: Let's mark this as Exhibit 68, please.

(Whereupon, exhibit is received and marked Guarente Deposition Exhibit 68 for identification.)

THE REPORTER: Exhibit 68.

BY MR. ATTANASIO:

Q. You can take a minute to review that to yourself, Dr. Guarente. I'm not going to ask you any specific questions about the content.

(Pause)

A. Okay.

Q. Do you recognize Exhibit 68?

10:27:46 A. It's another of Brenner's papers.
Q. All right. Could you read the title for us, sir?
A. "Nicotinamide Riboside Promotes SIR2 Silencing and Extends Lifespan via NRK and URH1/PNP1/MEU1 Pathways to NAD."
10:27:56 Q. As you know, you see Dr. Brenner there as the lead author, correct?
A. Yes.
Q. You look at the lower-right corner in the smaller print, you see the date, May 4th, 2007, is that right?
10:28:12 A. Yes.
Q. Do you recall reading this paper, Exhibit 68, at the time it was published, 2007?
10:28:20 A. I must have.
Q. Why do you say that?
A. Because I followed the field.
Q. Do you have any particular memory of this paper?
10:28:29 A. No. I would have -- I would have thought at that point that, given the earlier paper that NR leads to NAD, that this makes sense.
Q. What -- what is the "this" in that sentence, sir?
10:28:45

10:28:47 A. That it extends -- that it would extend lifespan in yeast.

Q. Did you agree -- did that conclusion sound reasonable to you?

10:28:53 A. Yes.

Q. Was that a breakthrough? Was that a step forward?

A. I think it follows from prior work.

Q. He also concluded that NR elevates SIR2 activity, correct?

10:29:04 A. Yes.

Q. That was your favorite, SIR2, if I'm not mistaken, your debate with Mr. Sinclair, right?

A. Yes.

10:29:12 Q. So this would have been pretty notable to you at the time, fair?

A. But expected, yes.

Q. The report here in 2007, Exhibit 68, also showed that NR extends lifespan, is that right?

10:29:25 A. Yes.

Q. And did you agree with the findings in this paper as far as you recall?

A. Yes.

Q. It sounds like you thought they were the

10:29:34 natural evolution, the natural next step in this

10:58:06 the cake by identifying the -- essentially the capacitor across the mitochondrial membrane or had a more fundamental role in where the electrons came from, I don't know. I would suspect others were 10:58:22 involved in the cytochrome aspect.

Q. But you don't know?

A. But I can't tell you one person and I know that there was no one person. So the person who discovered NAD won the Nobel Prize. The person who 10:58:36 related NAD to enzymes that are metabolic enzymes won the Nobel Prize. Peter Mitchell won the Nobel Prize.

And to my knowledge there was no specific recognition at that level for whoever showed that NADH is the donor of the electrons, is the electron 10:58:55 transport chain.

Q. Okay.

A. And I should say it's not the only donor. There's another molecule FADH, which in mitochondriates also can donate electrons into the 10:59:08 electron transport chain when fatty acids are oxidized.

Q. Have you done any research to test NR's bioavailability?

A. No.

10:59:24 Q. Are you aware that Dr. Brenner has done

that research?

A. No.

Q. When did you first meet Eric Marcotulli?

A. We met at an airport in San Francisco.

Q. When?

A. I believe it was 2013.

Q. Did you meet Dan Alminana at the same time?

A. No.

Q. When did you first meet Dan Alminana?

A. It was later, when he was being added to the team.

Q. The Elysium team?

A. Yeah.

Q. How did it come to pass that you met Mr. Marcotulli in an airport in San Francisco in 2013?

A. Yeah. The antecedents to that were I got a cold call from him months before that to discuss -- I believe -- I believe he wanted -- so he knew I was associated with Sirtris. And I believe he wanted to obtain some resveratrol for his parents and he wanted to know if I had a good source of it. I think that was the very initial discussion.

And it involved into -- and, you know, I got to know who he was. And then he said they -- at

C E R T I F I C A T E

I, BRIDGET LOMBARDOZZI, a Certified Shorthand Reporter, and a Notary Public of the State of New York, do hereby certify that prior to the commencement of the examination, LEONARD GUARENTE, Ph.D., was duly sworn by me to testify the truth, the whole truth and nothing but the truth.

I DO FURTHER CERTIFY that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place and the date hereinbefore set forth.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the action.

BRIDGET LOMBARDOZZI, CSR, CCR, RMR, CLR
Notary Public of the State of New York

EXHIBIT 92

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

ChromaDex, Inc., Plaintiff, vs. Elysium Health, Inc., and Mark Morris, Defendants. And all Related Cross Actions

Case No. SACV16-02277-CJC(DFMx)

DEPOSITION OF LANCE GUNDERSON

San Diego, California

Friday, August 9, 2019

Reported by:
Tricia Rosate, RDR, RMR, CRR, CCRR
CSR No. 10891
Job No. 164590

trade secrets. And if -- to the extent any one of them allowed Elysium to -- to remain in business the way that they have by using that information, then I think that my analysis stands.

BY MR. SACCA:

Q So just so I'm clear, assume the only trade secret ChromaDex proves in this case Elysium misappropriated and used is information regarding work ChromaDex had done with Genomatica and the jury rejects all of ChromaDex's other trade secrets claims, all of ChromaDex's other confidential information claims, and all of ChromaDex's other breach of fiduciary duty claims, is your testimony that your damage analysis does not change?

A To the extent that the jury finds that that allowed them to stay in business and allowed them to, you know, eventually seek another supplier and stay in business, then I believe that that is the case. Yes.

Q Do you express an opinion that the information about ChromaDex's relationship with Genomatica alone allowed Elysium to stay in business?

A I -- I think that's part of the basket of -- of information that -- or -- or of trade secrets that are being alleged as part of the entire claim.

Q That wasn't the question I asked, though.

Q What if they're talking about potential exclusivity over a product?

A You want me to speculate? I mean --

Q I don't want you to speculate. I -- I want your opinion.

A Well, my -- my opinion is that this is part of the trade secret. We're going to go through here and look at all the different trade secrets --

Q Right.

A -- that came out of the sales database. And I think this is part of it, and I think it's -- you know, at the end of the day, it's -- ultimately it's going to be for a jury to decide whether that's important and whether it did provide a strategic advantage to them or whether or not it was a trade secret.

But from my viewpoint, it is. I think it came from that -- the ingredient sales spreadsheet we're talking about.

Q Okay. And -- and is it your view whether it provided a strategic advantage?

A I think it did.

Q Okay. How?

A Knowing what's going on with your competitors, what their volume of sales are vis-a-vis your projections, I think is very important. It helps -- it

I, Tricia A. Rosate, Certified Shorthand Reporter licensed in the State of California, License No. 10891, hereby certify that the deponent was by me first duly sworn, and the foregoing testimony was reported by me and was thereafter transcribed with computer-aided transcription; that the foregoing is a full, complete, and true record of said proceedings.

I further certify that I am not of counsel or attorney for any of the parties in the foregoing proceeding and caption named or in any way interested in the outcome of the cause in said caption.

The dismantling, unsealing, or unbinding of the original transcript will render the reporter's certificates null and void.

In witness whereof, I have hereunto set my hand this day: August 13, 2019

Tricia A. Rosate

Tricia Rosate, RDR, RMR, CRR, CCRR
CSR No. 10891

EXHIBIT 93

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)

ChromaDex, Inc.,

Plaintiff,

VS. CASE NO. SACV

Elysium Health, Inc. and Mark Morris, 16-02277-CJC(DFMx)

Defendants.

Elysium Health, Inc.,

Counterclaimant,

V.

ChromaDex, Inc.,

Counter-Defendant.

HIGHLY CONFIDENTIAL, ATTORNEYS' EYES ONLY
VIDEOTAPED DEPOSITION OF FRANK JAKSCH
Los Angeles, California
Friday, April 12, 2019

Job No. 159127
Reported by: NIKKI ROY
CSR No. 3052

assuming without an equity stake in Elysium?

A. I mean, it seems like that's where we ended up getting to, so...

Q. During your initial discussions with Elysium that led to the supply agreement for NR, you told Elysium that ChromaDex could manufacture NR in accordance with pharmaceutical cGMP, correct?

A. No.

Q. You made that representation in the contract though, right?

A. It ended up in the draft of the agreement. I don't know how it ended up in there. It shouldn't have been in there.

Q. Well, it ended up in more than the draft, right? It ended up in the agreement?

A. Ended up in the agreement. Fair enough.

Q. Did you read the agreement before you signed it?

A. Well, I'm not sure I read it in its entirety, but somehow that managed to slip through. I don't know how it did. It was accident -- it shouldn't have been in there.

Q. Well, there was an exchange of drafts with Elysium, correct -- right? You didn't go from initial draft to final agreement, right?

"(Or a substantially similar product to a third party.)"

You see that?

A. I see it.

Q. What is a substantially similar product to Niagen?

A. Well, there really isn't anything. What my definition -- there's nothing I would say that's substantially similar to Niagen in the marketplace unless somebody was supplying counterfeit Niagen.

Q. Okay. So that was a superfluous provision as far as you were --

MR. ATTANASIO: Object to the form.

BY MR. SACCA:

Q. -- concerned?

A. Yeah. I'm not -- yeah. I don't know what the substance of that is.

Q. Okay. And then you'll see this provision contains the same language we saw in the draft about "provided Elysium Health purchases equal volumes or higher volumes than the third party"?

A. I see that.

Q. Okay. And did you understand what that meant when you signed the contract?

A. Yeah. My belief is that it would have

been -- you know, over -- you'd look over a 12-month period, 12-month period of time, annual period of time basically to assess what that higher volume or what equal volume would be. That would be the fair way of assessing it.

Q. Where does the contract say that?

A. It's a 12-month agreement. Most of the terms in here are under, what, 12-month periods, 12-month periods, so I think it's pretty rational to assume that a 12-month period would be a good period of time to assess volumes.

Q. Well, if the contract repeats 12-month periods, why didn't it repeat it in 3.1?

A. I don't know. Maybe because it was obvious.

Q. Did you discuss with Elysium that what -- in your view it was a 12-month period?

A. I don't remember specifically discussing that, no.

Q. 12 months measured from when?

A. Well, it would be -- it would be 12 months -- you could look at it on an annual basis or a 12-month rolling from the date that it was signed.

Q. Which one was it?

A. Probably -- considering the date that it was signed, look at it on a 12-month rolling basis.

page numbers. You'll find a page number 19.

And is that the one that has Mr. Varvaro's signature on it?

A. It does.

Q. Okay. If you flip the page, what's that document?

A. It is a supply agreement.

Q. Between who and who?

A. Between ChromaDex and Elysium.

Q. Okay. This is a copy of the agreement we just saw?

A. I'm assuming, if I check back and forth between them, that they'd be the same.

Q. You'll see there's a heading on top of the document that has an asterisk inside brackets. And it says (reading):

"Indicates confidential portion has been omitted pursuant to a request for confidential treatment and has been filed separately with the commission."

A. I see that.

Q. Do you understand what that means?

A. It means that certain omissions -- certain portions may be redacted, but that's -- we can redact

what we want and then it's subject to SEC review, where they may agree or disagree with what may be redacted.

Q. Okay. So if you look, for example, in Section 3.1 of the agreement. It's a couple pages in.

A. Sure.

Q. There's an asterisk where the maximum price was.

A. Uh-huh.

Q. Right.

So that was confidential information that ChromaDex didn't want disclosed?

A. It was redacted, correct.

Q. Flip now a few more pages in.

And you see the signature page that has your signature and Mr. Marcotulli's signature?

A. Yeah.

Q. Okay. Turn to the next page.

What's that?

A. The attached exhibit that was part of the agreement, I guess.

Q. Okay. So this is a document that ChromaDex chose to make publicly available?

A. It appears to.

Q. Okay. The next document here is the pTeroPure supply agreement between ChromaDex and Elysium?

A. Yep.

Q. And if you flip through that agreement past the signature page, can you tell me what the next page is?

A. On signature page. Next page. It is the pTeroPure -- product specification for pTeroPure.

Q. So that is another document ChromaDex chose to make publicly available?

A. As a part of this SEC filing, correct.

Q. Okay. It was not something ChromaDex omitted from the SEC filing as confidential information, right?

A. It looks like that.

Q. Did you see this at the time the 10-Q was filed?

A. I'm sure I probably did.

Q. So you were okay with this information being made publicly available?

A. It just didn't occur to me at the time.

Q. What didn't occur to you?

A. That if it was confidential information, that we were publicly disclosing and it got missed,

but it's neither here nor there at this point.

Q. So you think this was a mistake?

A. It probably shouldn't have been just publicly disclosed in the document. It probably should have been redacted, but it wasn't.

Q. You know you're suing Elysium for disclosing that same information that ChromaDex made publicly available, right?

MR. ATTANASIO: Object to the form.

THE WITNESS: Yes.

BY MR. SACCA:

Q. Okay. Now knowing that ChromaDex chose to make the same information publicly available, do you still think it's appropriate to be suing Elysium for disclosing it?

MR. ATTANASIO: Object to the form, calls for a legal conclusion.

THE WITNESS: Well, I mean, I think that it was -- this is one piece of a much bigger puzzle, but nonetheless, yeah, I still think it's -- I think it's appropriate based in the context of the whole thing.

If you want to boil the case down to that one piece, okay, you can make that argument. I don't agree with it.

///

A. No.
Q. Let me show you what's been marked as Block Exhibit 10.
Do you recognize this email chain?
A. I don't remember it, but yes, I can see it.
Q. Okay. In the middle of the page on March 25, 2016, Ms. Villalobos wrote to you (reading):
"Hi, Frank and Troy. Lief ordered 90 kilograms of Niagen for Rob Fried. The price on the attached PO is $500 per kilogram. Can you please advise if this is the correct price for Rob."
You see that?
A. I see it.
Q. And you responded "Yes, that is correct for this order"?
A. I see that.
Q. Okay. So you sold 90 kilograms of NR to Mr. Fried for $500 a kilogram, right?
A. No.
Q. Why not?
A. Because we sold it to him at $1,000 a kilo.
Q. You sold him 90 kilograms, correct?

A. At $1,000 a kilo.
Q. And how much did you charge him for that?
A. We charged -- on this purchase order which was at $500 a kilo doesn't include the fact that $500 -- the transactional price was -- it was -- in reality, it was $1,000 a kilo.
$500 a kilo was allocated towards a commitment that we had for him I think which was $500,000 worth of material that we were going to give to him as part of the agreement that we had with him.
Q. But the transaction was at $1,000 a kilo.
And ChromaDex charged $45,000 for it, correct?
A. I don't know. Whatever the amount -- yeah, whatever that adds up to.
Q. So 90 kilograms for $45,000?
A. No.
Q. What did you charge?
A. The transaction was really $90,000 for 90 kilos.
Q. And --
A. The invoice, based on the agreement that we had with Mr. Fried, half of it was essentially he agreed to pay for and the other half of it was applied against the $500,000 that we had committed to

him in free material.

Q. So you gave him $45,000 of material for free?

A. We have an agreement, which you probably know about, in place with him to give him $500,000. As part of the agreement that we signed with him, we agreed to give him $500,000 worth of Niagen as part of the relationship.

Q. And was that, in your view, consistent with the MFN provision in Elysium's supply agreement?

MR. ATTANASIO: Object to the form, calls for a legal conclusion.

THE WITNESS: I believe it was because this transaction was $1,000 a kilo. The agreement we have with him is at $1,000 a kilo.

The fact that we have part of an agreement where we are contributing material to him as a result of an agreement, I don't think is -- in any way, shape or form has anything to do with MFN.

BY MR. SACCA:

Q. So under the MFN provision, in your view, ChromaDex could give away for free Niagen without violating the MFN provision?

A. It was part of a business transaction. I could give them cash. I could give them whatever --

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, NIKKI ROY, Certified Shorthand Reporter, certificate number 3052, for the State of California, hereby certify:

The foregoing proceedings were taken before me at the time and place therein set forth, at which time the deponent was placed under oath by me;

The testimony of the deponent and all objections at the time of the examination were recorded stenographically by me and were thereafter transcribed;

The foregoing transcript is a true and correct transcript of my shorthand notes so taken;

I further certify that I am neither counsel for nor related to any party to said action nor in any way interested in the outcome thereof.

In witness whereof I have hereunto subscribed my name this 24th day of April, 2019.

NIKKI ROY

Exhibit 94

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC., Defendant.	Case No. SACV 16-02277-CJC
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

DEPOSITION OF

DANIEL H. MAGIDA

NEW YORK, NEW YORK

DECEMBER 13, 2018

Reported by:
VICTORIA RUSSO
No. 18-72380

10:33 A. They are prices but they're built in to last. Inside of a forecast there is a lot more tabs that aren't shown on the spreadsheet that show how we build our sales forecast.

10:33 Q. So how many drop-downs were there in the quantity column?

A. I don't recall.

Q. Do you remember how much NR and ptero Elysium needed to get to end of year 2016?

10:34 A. Well, we just -- I don't remember from something that was over two and a half years ago but -- so, for instance, the last purchase order before NR 109 was NR 108 and we didn't start shipping some of that material out until September, October, 10:35 2016. So the purchase order from June 30th wouldn't have started being sold until either end tail half of November, early December which gives you that three to four-month lead time.

So the majority of the material that 10:35 was ordered wasn't for -- serviced us through that and we build our sales forecast but the majority of the purchase order that was in place before pretty much handles three months out of your forecast.

Q. Flipping to Version 1 of the document 10:35 attached to this e-mail, this reflects a cost of $400

for both NR and pterostilbene; is that right?
A. Yes.
Q. Is that on a per kilo basis?
A. Yes.
Q. Did Mr. Alminana instruct you to include a scenario with [redacted] price point?
A. Yes.
Q. Did he say why he wanted to look at a [redacted] price point?
A. Yes.
Q. Why was that?
A. Because we know that's how much ChromaDex was getting NR from their supplier.
Q. And who is ChromaDex's supplier?
A. Grace.
Q. How did you know how much ChromaDex was paying for its NR?
A. They sent a spreadsheet to I don't know if it was to Dan and to Eric but it was to one of them that showed their pricing that they're sending to other vendors.
Q. When you say "other vendors", what are you referring to?
A. Their other partners besides Elysium Health.

28th on our model.

Q. What was your normal business practice when you updated the models; would you save it as a new version?

A. Yes.

Q. So you can look back historically how the model has changed over time?

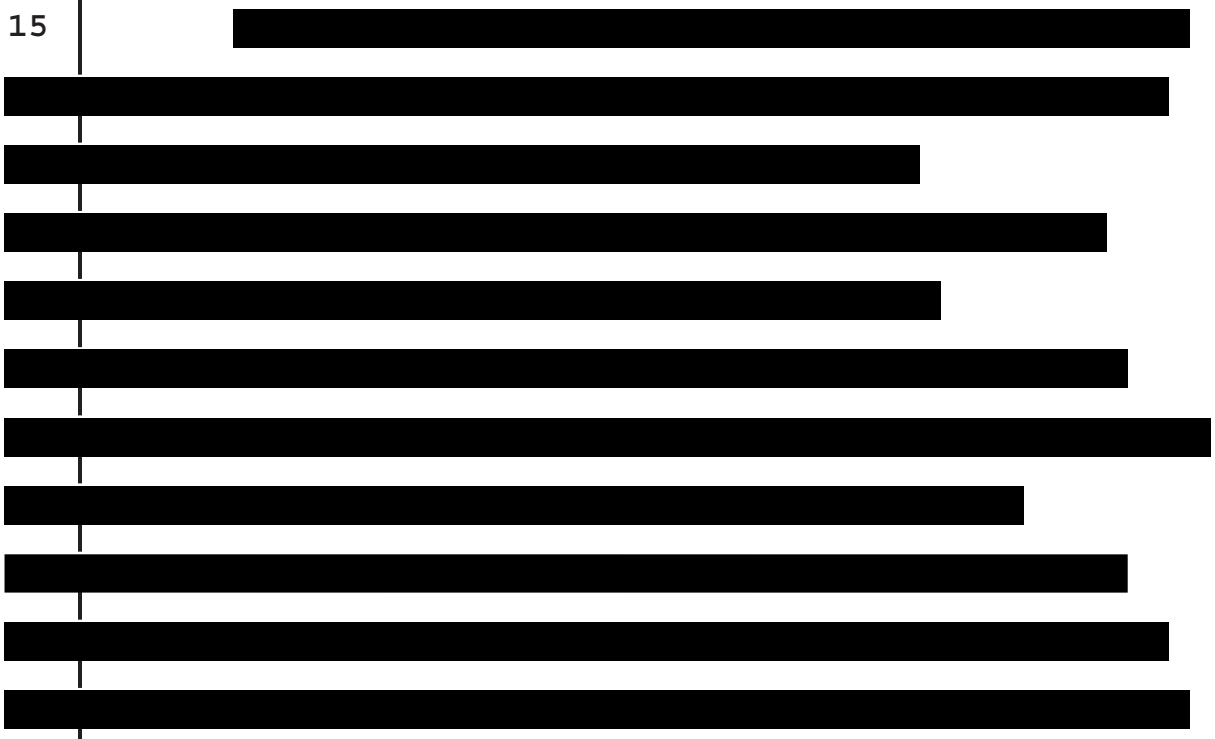
A. Yes.

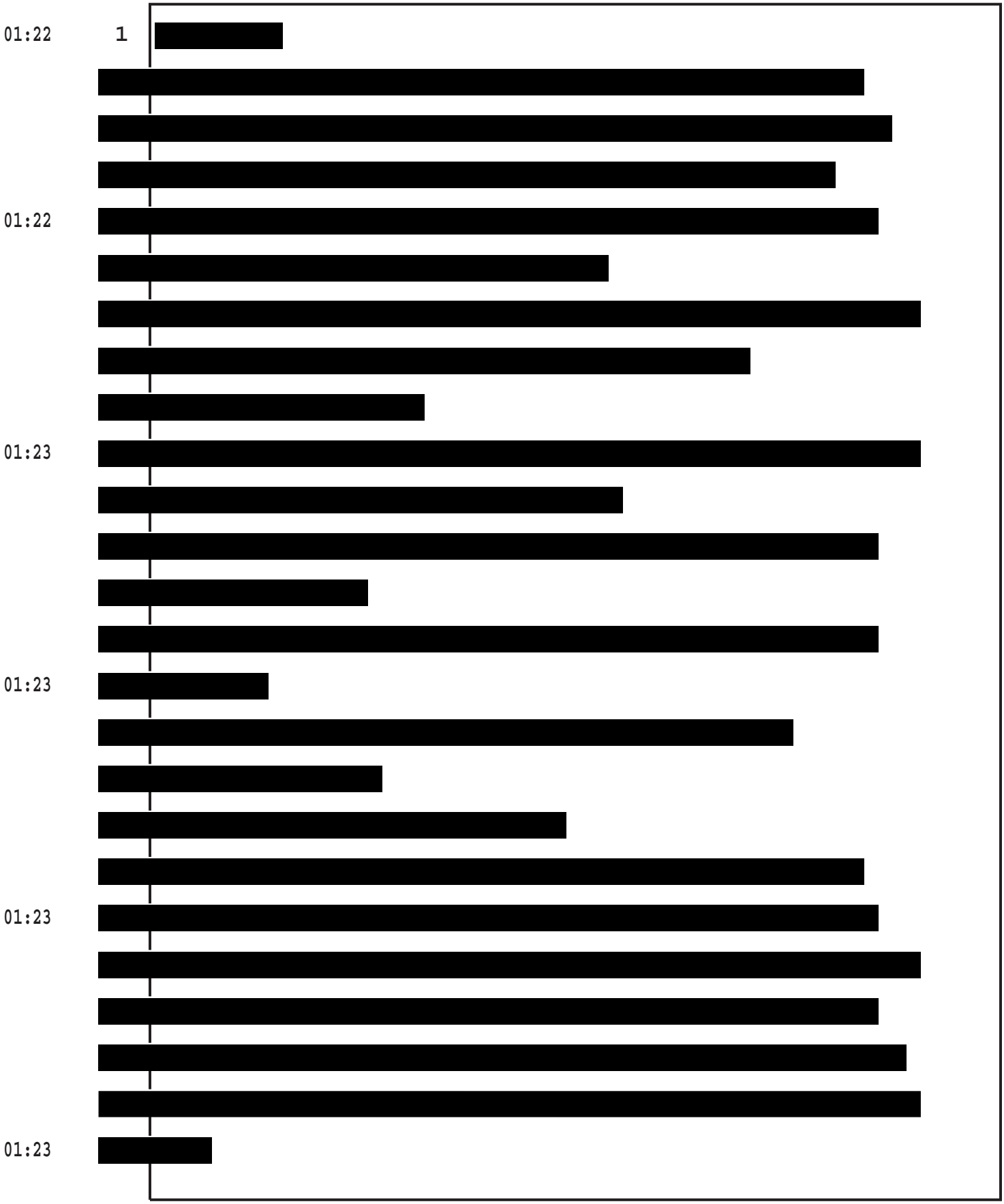
Q. Did you do that every time that you updated the model?

A. I can't say for a hundred percent certainty it was every time.

Q. Did you do it almost every time?

A. I tried to, yes.

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C E R T I F I C A T E

I, VICTORIA RUSSO, a Certified Shorthand Reporter and Notary Public within and for the States of New York and New Jersey, do hereby certify:

I reported the proceedings in the within-entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related, by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of December, 2018.

VICTORIA RUSSO
Registration No. 01RU4849015
Notary Public for the State of New York
My commission expires: October 31, 2021
Registration No. 2347397
Notary Public for the State of New Jersey
My commission expires: July 20, 2021

EXHIBIT 95

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

CHROMADEX, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.
	)	No. SACV 16-02277-CJC
ELYSIUM HEALTH, INC.,	)	
	)	
Defendant.	)	
	)	
ELYSIUM HEALTH, INC.,	)	
	)	
Counterclaimant,	)	
	)	
vs.	)	
	)	
CHROMADEX, INC.,	)	
	)	
Counter-Defendant.	)	
	)	

HIGHLY CONFIDENTIONAL

DEPOSITION OF

ERIC MARCOTULLI

NEW YORK, NEW YORK

MARCH 27, 2019

Reported by:
KATHLEEN T. KEILTY, CSR
LICENSE No. 000755
No. 19-76228

MR. SACCA: Joe Sacca for Elysium Health and Mark Morris. With me is Tom Wilhelm and Darley Maw.

WHEREUPON,

ERIC MARCOTULLI,

having been first duly sworn/affirmed by a Notary Public within and for the State of New York (Kathleen T. Keilty) was examined and testifies as follows:

09:14:34 THE WITNESS: I swear.

EXAMINATION

BY MR. ATTANASIO:

Q. Good morning, sir.

A. Good morning.

09:14:38 Q. You are the chief executive officer of Elysium Health?

A. I am.

Q. You were one of the co-founders of Elysium Health?

09:14:45 A. That's true.

Q. What year was the company founded?

A. The very first paperwork was filed in February of 2013.

Q. Was a man named -- is a man named

09:14:59 Leonard Guarente also one of the founders of

CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, KATHLEEN T. KEILTY, a Certified Shorthand Reporter and Notary Public within and for the State of New York, do hereby certify:

That ERIC MARCOTULLI, the witness whose testimony is hereinbefore set forth, was duly sworn/affirmed by me and that the foregoing transcript is a true record of said testimony.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of April, 2019.

KATHLEEN T. KEILTY, CSR
License No. 000755

EXHIBIT 96

CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC., Defendant.	Case No. No. SACV 16-02277-CJC
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

HIGHLY CONFIDENTIAL

DEPOSITION OF

MARK MORRIS

NEW YORK, NEW YORK

APRIL 24, 2019

Reported by:
KATHLEEN T. KEILTY, CSR
LICENSE NO. 000755
JOB NO. 19-76226

A. It got downloaded, I'm assuming, yes, at the same time.

Q. What journal articles did you download?

A. I don't recall. There's -- I'm always tossing out ideas, so they were just basic articles on, most notably, I'm sure, the natural product industry, ideas, those things that you don't always recall and want to keep tabs of because they're not top of mind.

Q. Other than journal articles and the ingredient sales spreadsheet, what else did you download when you got to Elysium from ChromaDex?

A. So what was normally contained on a USB drive of this were things such as sales presentations, most notably because that's what I was doing, were the sales presentations. There would also be some files, such as, I'm assuming, like an MSDS sheet.

Q. What's that?

A. Materials safety data sheet that's necessary for a lot of partners to push ingredients through contract manufacturing.

So there were some basic documents that were routinely distributed to partners to enable product launches, product movement, things like that were on it. The primary thing was, I'm sorry, the

sales presentations.

Q. Those were ChromaDex sales presentations, correct?

A. Yeah. Those were presentations I gave while I was at ChromaDex.

Q. Why did you think you could take those and download those to Elysium?

A. Those were -- they were just journal articles. So they're just graphs and data from publications that are -- PubMed that are -- that are public.

Q. So everything -- is it your testimony, Mr. Morris, that everything you downloaded at Elysium from your flash drive was public information other than the ingredient sales spreadsheet?

A. The other documents that were contained were documents that were distributed routinely, yes.

Q. Were the sales presentations that you took from ChromaDex public information or did they contain confidential information?

A. No confidential -- confidential information. They were -- they were -- a lot of it was from quarterly earnings, things like that, those presentations, investor presentations when we wanted a level of consistency. So there was, you know, whether

ChromaDex flash drive or a personal flash drive?

A. I believe personal. I don't recall getting a flash drive from ChromaDex.

Q. Do you still have it?

10:02 A. I -- no, I don't think so.

Q. Did you save any ChromaDex PowerPoint presentations onto that flash drive?

A. The sales presentations, I believe there was on the drive, yes.

10:02 Q. And you downloaded those on to the Elysium server, correct?

A. I don't recall.

Q. Did you save certificates of analysis from nicotinamide riboside onto your flash drive?

10:02 A. They could have been on there. There were documents like that that were public. Certificate of analysis, 'cause every shipment you will need to show customers that -- they'll want to see example COAs. So that was one of those documents

10:03 that's freely distributed and accessible, yes.

Q. Do you consider COAs to be public information or confidential information at ChromaDex?

A. I consider them -- they were treated as information to distribute with partners.

10:03 Q. Did you think it was appropriate to take

COAs of ChromaDex and bring them to Elysium and download them to Elysium's server?

A. Those are documents that every client gets with a shipment of product.

10:03 Q. Did you --

A. So it's possible Elysium had those. I don't -- I don't know.

Q. Did you download the certificates of analysis that you took from ChromaDex onto Elysium's

10:03 server?

A. I don't recall the contents of everything that was downloaded.

Q. What do you remember?

A. The spreadsheet.

10:03 Q. What else?

A. There's probably an MSDS sheet. There was probably a certificate, maybe there were a sales presentation, maybe. I -- I don't recall a lot of details of the documents.

10:04 Q. Any others that you downloaded to Elysium's server?

A. I -- I don't recall.

Q. Did you take with you on your flash drive specifications for NR?

10:04 A. Specifications? So the specifications

are what make up the certificate of analysis. Often partners would want a spec sheet, so it's possible.

Q. Do you recall doing that?

A. I -- I don't recall the specifics.

10:04 Q. All of these things you downloaded to Elysium's server, did you delete any others later other than the ingredient sales spreadsheet?

A. Maybe, I don't know.

Q. Did you or didn't you?

10:05 A. I -- I think I may have deleted other -- some of those during -- I don't recall. I don't recall.

Q. Other than the ingredient sales spreadsheet that you deleted from Elysium's server, 10:05 did you delete any of the sales presentations that you took from ChromaDex?

A. I -- I don't know.

Q. Other than the ingredient sales spreadsheet that you deleted from Elysium's server, 10:05 did you delete any certificates of analysis that you took from ChromaDex?

A. I don't recall what I deleted.

Q. By the way, did you also download onto your flash drive when you left ChromaDex analytical 10:05 methods for nicotinamide riboside?

A. An analytical method was also something that was freely distributed. As you know, there's standardization across the industry for analytical --

THE REPORTER: For what? Across the industry for?

A. Standardization.

THE REPORTER: Standardization across the industry for?

A. -- analytical methods.

10:06 THE REPORTER: Thank you.

A. So we were routinely handing out the analytical method to anybody that touched nicotinamide riboside so that they were all using the same methodology, so if it was a contract manufacturer or any partner that requested it.

Q. Did Elysium already have the analytical method at the time you went to work for Elysium?

A. Elysium uses a contract manufacturer. So somebody would have had to have had the analytical method, whether it was their contract manufacturer or their third-party testing lab. Somebody would have had the analytical method.

Q. Well, did you bring it to Elysium and give it to Elysium?

10:06 A. It would have been something that I

CERTIFICATE

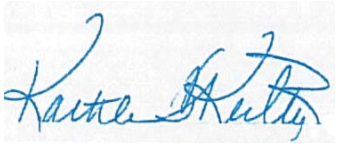
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, KATHLEEN T. KEILTY, a Certified Shorthand Reporter, No. 000755, and Notary Public within and for the State of New York, do hereby certify;.

That the MARK MORRIS was duly sworn/affirmed by me before his testimony, that the foregoing testimony of MARK MORRIS taken in the within-entitled matter was stenographically reported by me, and that the foregoing transcript is a true record of said testimony.

I further certify that I am not related, by blood or marriage, to any of the parties in this matter and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, 2019.



KATHLEEN T. KEILTY C.S.R.

Exhibit 97

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC., Defendant.	Case No. SACV 16-02277-CJC(DFMx)
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

[redacted]

Reported by:
VICTORIA RUSSO, CSR
No. 18-72093

high pressure liquid chromatography; did I say that right?

A. You certainly did.

Q. So what is this document then?

MR. PERGAMENT: Objection to the form.

A. This document is the outline of the analytical method. It is a -- just a two-page synopsis, if you will, basically giving you the basic information, conditions, the preparation of the sample, the mobile phase, and how to operate the instrument to give you a desired result.

Q. Are all those things necessary steps in an HPLC analytical method?

A. Yes.

Q. Are there any additional steps that are not discussed in this document?

A. This document is analogous to the process document that you gave me previously. They are a general description. This is not a document that you can go to the laboratory and conduct tests with. It's a good starting point. There is a lot of good information here. Certainly, it makes things easier and quicker for sure rather than developing from scratch but my team is adapted to developing

analytical methods from scratch or using customer information to develop methods, okay.

Just so you understand, we would take this information and one of our methods development scientist would look at this. Actually we would do it in the laboratory and we would set up an instrument and we would try this, really what we would call quick and dirty, and we would see if it works and I've never seen an HPLC method be transferred and work the first time.

So our method development scientists, it's their job to take a document like this, take various samples. You know, it's several months of work to finally come up with a method that is fully developed, validated and put into a form in which a technician can then take that SOP and do the testing.

Q. So when you say "this is good information" --

A. It is very good.

Q. What do you mean by "very good information"?

A. Well, you have got a solution preparation, right, layout here. You've got the actual method for preparing the sample, which detector you want to use, the concentration of the

mobile phase, of the two mobile phases I should say, the setting up of the gradient program on how the pump pumps. All of this stuff has to be developed iteratively. It's a long and involved process. So this is clearly a --

Q. So you were explaining that a lot of the information in this document would have to be developed iteratively if [redacted] did not have it to start with, right?

A. Yes.

Q. Can you give me --

A. But I can't testify as to how good this information is. I'm making an assumption that it is good and it was helpful and if it was being used at the time for the analysis of their material, I'm talking about Elysium, then it's good information.

Q. Do you know if [redacted] was able to run a quick and dirty test using this?

A. I'm sure we were. I can't say specifically. I'm not in the laboratory.

Q. And do you see at the bottom of this page the phrase "this document is the property of Elysium Health"?

A. Yes.

Q. Do you read that to mean Elysium claims

C E R T I F I C A T E

I, VICTORIA RUSSO, a Certified Shorthand Reporter and Notary Public within and for the States of Connecticut, New York, New Jersey, and Massachusetts, do hereby certify:

I reported the proceedings in the within-entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related, by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of December, 2018.

Victoria Russo

VICTORIA RUSSO, CRR
NOTARY PUBLIC

Exhibit 98

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC., Defendant.	Case No. SACV 16-02277-CJC
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

[redacted]

Reported by:
VICTORIA RUSSO, CRR
JOB NO. 18-72097

will review all the specifications. Those are the terms of business, particularly.

Q. And it says here that "a template for that agreement is with Elysium." Do you ever recall getting an executed copy back from Elysium?

A. They must have, yes.

Q. So there is a quality agreement with Elysium?

A. Yes.

Q. Do you remember talking to anyone from Elysium about what type of salts to use in the manufacturing process?

A. What type of salts, no.

Q. Do you know if salts are used in the manufacture of NR?

A. Not that I know.

MR. ANDERSON: I would like to mark Exhibit 19.

(Whereupon, Exhibit 19, Document Bates stamped ELY_0014923 was marked for identification, as of this date.)

BY MR. ANDERSON:

Q. Do you have the document in front of you now, [redacted]

A. Um-hum.

Q. Do you recognize this?
A. Yes.
Q. Is this an e-mail from Mark Morris to you?
A. Yes.
Q. And it's dated August 30, 2016?
A. Yes.
Q. And the subject line is Elysium NRCL?
A. Yep.
Q. So, in this e-mail the second sentence Mark Morris says [redacted]
A. Um-hum.
Q. What does that mean?
A. [redacted] So, in literature, people use triflate and a couple of other things. [redacted]
Q. He said [redacted]
A. Right.
Q. You said there was another salt that could have been used?
A. In literature, people use triflate or -- I'm not sure, a couple of others. Most people use triflate salt.

I, VICTORIA RUSSO, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were administered an oath; that a record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; that the foregoing transcript is a true record of the testimony given.

Further, that if the foregoing pertains to the original transcript of a deposition in a Federal Case, before completion of the proceedings, review of the transcript [ ] was [x] was not requested.

I further certify I am neither financially interested in the action nor a relative or employee of any attorney or any party to this action.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: December 12, 2018

Victoria Russo

VICTORIA RUSSO, CRR

EXHIBIT 99

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)

ChromaDex, Inc., Plaintiff, vs. Elysium Health, Inc., and Mark Morris, Defendants.	Case No. SACV 16-02277-CJC(DFMx)
Elysium Health, Inc., Counterclaimant, vs. ChromaDex, Inc., Counterclaimant.	

VIDEOTAPED DEPOSITION OF THOMAS C. VARVARO
Los Angeles, California
Tuesday, April 2, 2019
CONFIDENTIAL - ATTORNEYS' EYES ONLY

Reported By:
SUSAN A. SULLIVAN, CSR #3522, RPR, CRR
Job No. 157999

had a most favored nations clause?
A I know there was some. I don't recall which ones.
Q Do you know how many?
A No.
Q Would it have been more than five?
A I don't know.
Q How many customers did ChromaDex have for NR while you were at ChromaDex?
A I don't know.
Q Would it have been more than ten?
A Yes.
Q More than 20?
A At times possibly, yes.
Q Would it have been more than 30?
A I don't know.
Q Would it have been more than 25?
A I don't know.
Q Was Elysium ever allowed to ask the pricing of other customers in order to ensure that the most favored nations clause was being adhered to?
A I don't know.
Q And who would know?
A Mark Morris.

REPORTER'S CERTIFICATE

I, SUSAN A. SULLIVAN, CALIFORNIA CSR No. 3522, RPR, CRR, do hereby certify:

That prior to being examined THOMAS C. VARVARO, the witness named in the foregoing deposition, was, before the commencement of the deposition, duly administered an oath in accordance with C.C.P. Section 2094;

That the said deposition was taken before me at the time and place therein set forth, and was taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision; that the said deposition is a true and correct record of the testimony given by the witness;

I further certify that I am neither counsel for, nor in any way related to any party to said action, nor in any way interested in the outcome thereof.

IN WITNESS WHEREOF, I have subscribed my name on this 12th day of April, 2019.

SUSAN A. SULLIVAN CSR

Exhibit 100

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

CHROMADEX, INC., Plaintiff, vs. ELYSIUM HEALTH, INC. and MARK MORRIS, Defendants.	Case No. SACV 16-02277-CJC(DFMx)
ELYSIUM HEALTH, INC., Counterclaimant, vs. CHROMADEX, INC., Counter-Defendant.	

HIGHLY CONFIDENTIAL

DEPOSITION OF

THOMAS E. WILHELM, Ph.D, ESQ.

NEW YORK, NEW YORK

JUNE 6, 2019

Reported by:
VICTORIA RUSSO
No. 19-79319

asked about?

A. In what's included here?

Q. In any of the pages, any of these 11 pages.

A. I don't know that I asked specifically about any of these numbers.

Q. Dr. Wilhelm, do you know what nicotinamide riboside is?

A. I do.

Q. And it's referred to sometimes as NR?

A. It is.

Q. Is that an ingredient that Elysium puts in its product Basis?

A. Yes.

Q. Who manufactures NR for Elysium today?

A. Currently, [redacted]

Q. Has Elysium ever had any other sources of NR?

A. Yes.

Q. Is one of those [redacted]

A. Yes.

Q. [redacted]?

A. I believe that's the name, yes.

Q. When did Elysium -- [redacted] last deliver a shipment of NR to Elysium?

flip to the second page. Look at the last bullet point. He says "we need to have product out by June 23rd. If not, we will run out of all inventory by the end of July if growth rates hold"; do you see that bullet point?

A. I do.

Q. As of June 12, 2017, was it Elysium's belief that it wouldn't -- if it didn't get product from [redacted] by June 23rd, it was in danger of running out of inventory by the end of July?

A. Based on this e-mail, yes, if the growth rates continued to hold.

Q. If you look back on the first page of that middle e-mail from Dan Magida on June 12th at 9:33 p.m., he wrote "a revamped forecast"; do you see that?

A. Yes.

Q. The first bullet point says "the 185 kilograms that was just completed gets bottled up. It goes to USPL and will goo straight into non-California inventory"; do you see that?

A. I do.

Q. Was -- had [redacted] just completed production of 185 kilograms of NR as of June 12th?

A. Based on this, yes.

July"; is that right?

A. If growth rates hold, yes.

Q. Looking back at Exhibit 16 in -- that you have in your hand there, that second paragraph, the second sentence says "this has a domino effect of losing loyal customers which leads to decreased sales retention metrics which then leads to decreasing venture capital investment interest and valuation. All of these factors would crush our business and future volume requirements of NRB"; do you see that?

A. I do.

Q. Is it Elysium's position that without an inventory of NR, that its business would be crushed?

A. I mean I -- given that our one product has NR as the major component, if we don't have NR, we don't have a product to sell.

Based on this e-mail to a supplier that we are trying to -- we appear to be trying to move things around to produce in the way that we want to, I don't know that I can draw that conclusion from this sentence.

Q. I am not asking you to draw the conclusion from this sentence. I'm saying based on

Q. [redacted]

[redacted]

MR. SACCA: Objection to this line of questioning. It's outside the scope of the 30(b)(6) notice.

[redacted]

MR. SACCA: Objection. Outside the scope of the 30(b)(6) notice.

[redacted]

[redacted]

Q. Do you know someone by the name of Dr. Phil Gerk from the Virginia Commonwealth University?

A. I know of him.

Q. Does he do work with Elysium?

A. I believe we have a research agreement with him, yes.

Q. And is he doing work in relation to the Muscle product listed here?

A. I would have to look at the agreement for sure but I think so.

Q. Go ahead and flip two pages to the one ending in 459. This slide deals with the Muscle product, right?

A. Yes.

Q. If you look under the timeline in the graph on the right side, Virginia Commonwealth University and then it says "(Phil Gerk)"; do you see that?

A. Yes.

Q. Does that refresh your memory about whether Elysium worked with him on this product?

A. Yes.

Q. Is Elysium still working with him on

this product?

A. I don't know if he completed that or not.

Q. Do you know if Elysium ever ended its relationship with Phil Gerk?

A. As far as I know, we have not.

Q. So Elysium, currently, has a relationship with Dr. Gerk?

A. I mean it depends on what you mean by "relationship". I don't know that I can answer it in anymore detail than that.

Q. Is Dr. Gerk doing research related to this Muscle product?

A. I -- I don't know what he's doing currently. I don't know if it's still this.

Q. Do you know if Dr. Gerk is doing research on any other products?

A. Without looking at the agreement, no.

Q. Now, if you look down on this slide under the enabling IP, the second one there says "Virginia Commonwealth University Composition of Matter Patent In Progress."

Has that patent application been filed?

A. I don't know.

Q. Do you know if an Elysium employee or Elysium, the company, was involved in creating that patent application?
A. Without looking at the application, no.
Q. Do you know if Elysium has a license to make new technology from Virginia Commonwealth University?
A. I don't believe we have yet.
Q. Do you know how Elysium first was introduced to Dr. Gerk?
A. I do not.
Q. Was it through a communication from Mark Morris?
A. I don't know.
Q. Did you do any preparation work today to discover how Elysium got connected to Dr. Gerk?
A. No.
Q. Do you know someone named Johan Auwerx?
A. I know of him.
Q. Does he have a relationship with Elysium right now?
A. I don't believe so.
Q. Has Elysium ever done business with

Q. Do you know of -- I mean, Dr. Wilhelm, what I will tell you is that if Elysium had already received the spreadsheet from Mr. Jaksch, as of the June 30th orders, was there anything else that changed between June 30th and when those payments were due that caused Elysium to refuse to pay?

A. As I mentioned, there was a lack of confidence in the information that was provided, that it was either correct or complete and so we continued to ask for complete and correct information from ChromaDex and did not receive it.

Q. On the June 30th call, did Elysium tell ChromaDex until it received complete information, it wouldn't pay for the orders it was placing?

A. I don't believe that we did.

Q. So Elysium didn't condition payment on receiving any information from ChromaDex?

A. At that point I don't think that we did but, again, I can't place when we received that spreadsheet.

Q. Are you familiar with the amendment to the Niagen supply agreement?

A. Yes.

Q. And that deals with exclusivity over a

C E R T I F I C A T E

I, VICTORIA RUSSO, a Certified Shorthand Reporter and Notary Public within and for the States of New York and New Jersey, do hereby certify:

I reported the proceedings in the within-entitled matter, and that the within transcript is a true record of such proceedings.

I further certify that I am not related, by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of June, 2019.

VICTORIA RUSSO
Registration No. 01RU4849015
Notary Public for the State of New York
My commission expires: October 31, 2021
Registration No. 2347397
Notary Public for the State of New Jersey
My commission expires: July 20, 2021

Exhibit 101

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ChromaDex, Inc., Plaintiff, v. Elysium Health, Inc. and Mark Morris, Defendants.	Case No. SACV 16-02277-CJC(DFMx)
Elysium Health, Inc., Counterclaimant, v. ChromaDex, Inc., Counter-Defendant.	

EXPERT REPORT OF LANCE E. GUNDERSON

June 21, 2019
Date

Lance E. Gunderson

impacts include harms to ChromaDex's ability to pay for ingredients purchased from Grace when due; harms to ChromaDex's ingredient supply and revenue forecasting; and harms to ChromaDex's ingredients manufacturing/supply operations and business relationship with Grace.

8. Damages / Unjust Enrichment Calculations

My opinions and conclusions in this case are based upon my understanding of the facts and circumstances of this case, documents produced by the parties, deposition testimony generated for this case, my discussions with ChromaDex personnel, my review of publicly available information, my education and training, background, knowledge and professional experience in economic and damages analysis, the information above, and my understanding of the available remedies for the alleged wrongful acts. In this report, I have identified information in this case that I currently consider relevant to my analysis. The considerations are not necessarily mutually exclusive. Certain issues discussed below in one section may also relate to other sections, and certain items discussed above may also relate to these sections.

I understand that monetary recovery for the alleged wrongful acts may be based upon the actual loss incurred by ChromaDex, as well as the Defendants' unjust enrichment, resulting from the alleged wrongful acts, among others. Accordingly, I have provided analysis of ChromaDex's actual losses, and Defendants' unjust enrichment, resulting from the alleged wrongful acts.[431] Based upon my analysis to date, there are multiple elements of damages and unjust enrichment arising from the Defendants' alleged wrongful acts. The elements of damages I have calculated are summarized below:

[431] Fifth Amended Complaint, November 27, 2018, pages 19-20, 33-38.

Category	Total
[redacted]	[redacted]
Elysium's Avoided Costs	$523,449
ChromaDex's Unpaid Sales Invoices	$2,983,350
ChromaDex's Price Discount	$600,000
ChromaDex's Lost Profits [433]	$25,549,320
ChromaDex's Out-of-Pocket Financing Expenses	$237,921
Mark Morris's Compensation	$684,781

a) Misappropriation of Trade Secrets (Elysium and Mark Morris)

My understanding is that "[t]o prove trade secret misappropriation, a plaintiff must demonstrate: '(1) the plaintiff owned a trade secret, (2) the defendant acquired, disclosed, or used the plaintiff's trade secret through improper means, and (3) the defendant's actions damaged the plaintiff.'"[434] I understand that California law "does not define the term 'use'" and "the meaning of the term may vary depending on the context."[435]

Based upon my discussions with Counsel and my understanding of the pleadings in this case, I have evaluated damages related to the Defendants' misappropriation of ChromaDex's trade secret information under the California Uniform Trade Secrets Act ("CUTSA") and the Defend Trade Secrets Act of 2016 ("DTSA").[436] It is my understanding that California adopted

[432] Elysium's profits for the period from July 16, 2015 through December 31, 2018 (**Schedule 5**). In the alternative, Elysium's profits for the period from May 30, 2016 through December 31, 2018 total approximately [redacted] (**Schedule 5A**). Alternatively, Elysium's profits for the period from October 1, 2016 through December 31, 2018 total approximately [redacted] (**Schedule 5B**).

[433] Based on Elysium's Projected Ingredient Purchases (**Schedule 7**). Alternatively, I have calculated ChromaDex's lost profits based upon the Minimum Purchase Commitments in the Amendment to Supply Agreement to total approximately $7.6 million (**Schedule 7B**).

[434] Youngevity Int'l v. Smith, No. 16-CV-704-BTM-JLB, 2018 WL 4405435, at *2 (S.D. Cal. Sept. 17, 2018).

[435] Syngenta Corp Protection, Inc. v. Helliker, 138 Cal.App.4th 1135, 1172 (Cal. App. 2006).

[436] https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=4.&title=5.&part=1.&chapter=&article=; https://congress.gov/114/plaws/publ153/PLAW-114publ153.pdf (18 U.S.C. § 1836, et seq). I understand that given the substantial similarities in claims of misappropriation under the DTSA and CUTSA, courts often assess them together. VBS Distrib., Inc. v. Nutrivita Labs, Inc., 2018 WL 5274172, at *7 (C.D. Cal. Sept. 10, 2018). I understand that damages under the DTSA are available for misappropriated trade secrets that were used after May 11, 2016. AllCells, LLC v. Zhai, No. 16-CV-07323-EMC, 2017 WL 2929380, at *1 (N.D. Cal. Mar. 27, 2017).

its own version of the Uniform Trade Secrets Act, which is codified in California Civil Code section 3426.[437] Under CUTSA, a trade secret is defined as follows:

> information, including a formula, pattern, compilation, program, device, method, technique, or process, that:
>
> (1) Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
>
> (2) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.[438]

I understand the CUTSA provides guidance regarding recovery of damages as a result of trade secret misappropriation, such as is alleged to have occurred in this case. With respect to damages, the CUTSA states:

> (a) complainant may recover damages for the actual loss caused by misappropriation. A complainant also may recover for the unjust enrichment caused by misappropriation that is not taken into account in computing damages for actual loss.
>
> (b) If neither damages nor unjust enrichment caused by misappropriation are provable, the court may order payment of a reasonable royalty for no longer than the period of time the use could have been prohibited.[439]

Thus, based on the CUTSA, it is my understanding that a plaintiff may claim damages based on (a) its actual loss caused by the alleged misappropriation, (b) the defendant's unjust enrichment caused by the alleged misappropriation (to the extent it is not duplicative of the actual loss), or (c) in lieu of damages measured by any of the other methods, a reasonable royalty.

---

[437] Cellular Accessories for Less, Inc. v. Trinitas LLC, No. CV 12-06736 DDP SHX, 2014 WL 4627090, at *2–3 (C.D. Cal. Sept. 16, 2014); https://www.nolo.com/legal-encyclopedia/california-trade-secret-law.html; https://tradesecretsandintellectualpropertylaw.wordpress.com/2010/05/05/california-trade-secret-law/. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=4.&title=5.&part=1.&chapter=&article=.

[438] https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=4.&title=5.&part=1.&chapter=&article=.

[439] https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=4.&title=5.&part=1.&chapter=&article=. See also, for example, Cellular Accessories for Less, Inc. v. Trinitas LLC, No. CV 12-06736 DDP SHX, 2014 WL 4627090, at *6 (C.D. Cal. Sept. 16, 2014).

Elysium's Profits

ChromaDex may claim that it is entitled to Elysium's profits under an unjust enrichment theory. I have been asked to calculate Elysium's profits on its accused Basis products resulting from the alleged misappropriation of ChromaDex's trade secrets, confidential and/or proprietary information at issue, and from the alleged aiding and abetting of Mark Morris's breach of fiduciary duty. In order to calculate Elysium's profits, I reviewed certain financial documents prepared and produced by Elysium, as well as deposition testimony, related to Elysium's sales, cost and profits provided by the accused Basis products.[440]

In determining Elysium's profits, my understanding is that ChromaDex bears the burden of establishing Elysium's sales from the accused Basis products, and Elysium bears the burden of proving any portion of the sales not attributable to the trade secrets information, and the appropriateness of any expenses and/or deductions claimed.[441] Thomas Wilhelm, General Counsel for Elysium, testified that Elysium continually sells the Basis products so it continually has "money coming in from sales," that Elysium has "made money by selling Basis," and that Elysium has profited from selling the accused Basis products, stating "[w]e made money from that."[442] From my review of the information provided, I have determined the sales of the accused Basis products, and the profits contributed to Elysium by the accused Basis products, for purposes of determining Elysium's profits in this case.

In order to inform the Court, I have been asked to provide analysis of Elysium's profits under three alternative time periods, including: (1) starting from July 16, 2015, based upon

[440] For example, ELY_0069629, ELY_0115965, Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 56-79, Deposition Exhibit 233.
[441] BladeRoom Grp. Ltd. v. Facebook, Inc., No. 5:15-CV-01370-EJD, 2018 WL 1611835, at *3 (N.D. Cal. Apr. 3, 2018).
[442] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 74-79, 122-123.

Defendants' improper uses and/or disclosures of ChromaDex's trade secrets, confidential and/or proprietary information at issue, including regarding the initial improper uses of information of Elysium's largest NR competitor, Live Cell, regarding Live Cell's historical sales as well as its sales goals of NR-containing products and business strategies (sent by Mark Morris to Elysium via email at 11:18 PM on July 15, 2015);[443] (2) starting from May 30, 2016, based upon Defendants' improper uses and/or disclosures of ChromaDex's trade secrets, confidential and/or proprietary information at issue, including regarding the initial improper uses of information from the highly-confidential purchasing history for Live Cell (sent by Mark Morris to Elysium via text at 8:41 PM on May 29, 2016);[444] or alternatively, (3) starting from October 1, 2016, based upon when Elysium began to sell the accused Basis products containing ChromaDex's NR ingredients supplied to Elysium under the June 30 Purchase Orders.[445]

I have reviewed the deposition testimony of Thomas Wilhelm, which demonstrates that by May 2017 Elysium was at a "crucial point in [its] company life cycle" with Elysium becoming dependent on the NR supplied by the non-ChromaDex supplier, [redacted].[446] By June 2017, Elysium had no other source for NR aside from shipments from [redacted] or purchasing more NIAGEN from

[443] ChromaDex, Inc.'s Responses to Mark Morris's First Set of Interrogatories, March 6, 2019, page 7; ChromaDex, Inc.'s Amended and Supplemental Responses to Mark Morris's First Set of Interrogatories, June 21, 2019, page 10; ELY_0108750-755; Fifth Amended Complaint, November 27, 2018, page 38. For example, on July 15, 2015, Mark Morris stated "The Clemens brothers along with Josh Golder decided to take their skills in copywriting and internet marketing to the world of health and wellness. They launched Whole Body Research and Keyboitics was selling 450k bottles per month when Google shut them down in the middle of 2014. They were also selling 160k bottles of garcinia. Recently, they have been focusing on skincare with Beverly Hills MD. That product is up to 600k bottles per month. They are at 50k bottles per month of Niagen and looked to double that in August and be at 250k bottles per month in early 2016. They are taking Niagen to the retail space this year and are currently producing radio commercials. This relationship is so volatile and can completely fall apart at any moment. It is a terrible existence from my perspective" (ELY_0108751).

[444] On May 29, 2016, Mark Morris improperly informed Elysium as follows: "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" (Fifth Amended Complaint, November 27, 2018, page 38; ELY_0085617 (E.g., at May 29, 2016, Text ID No.=15764, Location=Chat).

[445] Deposition of Daniel Magida, December 13, 2018, pages 62-65, 96, 103-105, Deposition Exhibit 46 at ELY_0046706, Deposition Exhibit 47 at ELY_0046714.

[446] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 103-106; Deposition Exhibit 16.

ChromaDex.[447] Due to Elysium's concern regarding the danger of running out of inventory of NR, and Elysium's unwillingness to pay for the product it had already received from ChromaDex, Elysium believed that the NR supplied by [redacted] was necessary to keep Elysium in business.[448] Elysium was so concerned about running out of inventory and not having inventory to sell the Basis products that it reduced advertising spending, which it knew would lower overall sales of its Basis products and reduce acquisition of new customers, in order to make its inventory of NIAGEN last as long as possible.[449] Elysium's emails to [redacted] produced in discovery in this action, also show that, in May 2017, Elysium was worried about the possibility that it would not receive [redacted] first shipment of NR before it ran out of the ChromaDex NIAGEN that it had stockpiled.[450] Further, in order to obtain NR as quickly as possible, in May 2017, Elysium ordered [redacted] to ship NR even though it contained heightened levels of a manufacturing byproduct called "acetamide."[451]

Elysium email correspondence from Daniel Magida to Dan Alminana and Mark Morris in June 2017 indicates that without the NR from [redacted] Elysium would run out of NR inventory by the end of July 2017 if growth rates held.[452] Thomas Wilhelm testified that Elysium believed that the [redacted] NR shipment would provide Elysium with enough inventory to sell Basis product until the end of November 2017.[453] In a June 2017 Elysium email from Dan Alminana to Daniel Magida and Mark Morris, with a subject of "Forecast – [redacted] Dan Alminana stated "Thanks Magida. This is exactly what we need. It will be expensive, but looks like we have a shot of

[447] Deposition of Daniel Magida, December 13, 2018, pages 46-47, Deposition Exhibit 54.
[448] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 100-103, 106-108, Deposition Exhibit 63; Deposition of Frank Jaksch, April 12, 2019, page 180.
[449] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 108-109, 125-129.
[450] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, Deposition Exhibit 16.
[451] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, page 304, Deposition Exhibit 16; Deposition of Daniel Magida, December 13, 2018, pages 267-269; Deposition of [redacted], March 13, 2019, page 76.
[452] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 108-109, Deposition Exhibit 63.
[453] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 101-102.

staying in the game."[454] Elysium believed in June 2017 that the NR that Elysium received from [redacted] would allow Elysium to stay in business.[455] Elysium subsequently stopped receiving NR from [redacted] in August 2018, and then received NR from another non-ChromaDex supplier, [redacted] as its exclusive supplier of NR.[456] Elysium began to receive NR manufactured by [redacted] in July 2018, and since that time Elysium has continued to receive shipments of NR manufactured by [redacted].[457] When asked if Elysium's business would be crushed without an inventory of NR, Thomas Wilhelm testified "given that our one product has NR as the major component, if we don't have NR, we don't have a product to sell," "NR is the main component of our only product, we would not be able to sell product if we did not have an NR source" and "[if] we had no product to sell, then I would assume that we would not be in business."[458] Elysium financed the development of an alternate source of NR that allowed it to stay in business with the funds from its Series B financing, which it obtained in part due to its use of ChromaDex trade secrets, confidential, and proprietary information, and Mark Morris's assistance before he terminated his employment with ChromaDex.[459]

As it relates to the potential estimated value that Elysium stood to gain by staying in business, [redacted]

[454] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 101-102, Deposition Exhibit 63 at ELY_0055186.
[455] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 102-103.
[456] Deposition of [redacted] March 13, 2019, page 43; Deposition of Daniel Magida, December 13, 2018, pages 25-32; Deposition of Dan Alminana, March 29, 2019, pages 47, 268; Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, page 98.
[457] Deposition of Daniel Magida, December 13, 2018, pages 29-30; Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 98, 112.
[458] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 109-112.
[459] For example, email from Eric Marcotulli to General Catalyst and others, dated January 17, 2017, stating that [redacted]" (ELY_0069525).

[redacted]

Accordingly, based on Elysium's sales and profits reports, during the period from July 16, 2015 through December 2018, I have calculated Elysium's revenue from the accused Basis products totaling approximately [redacted] (**Schedule 5**). Additionally, I noted that certain Elysium-produced profitability documents refer to Elysium's profit from the Basis products as "Contribution Margin" when certain costs of goods sold and other variable expenses are deducted from Elysium's revenue from the accused Basis products.[462] Generally, a contribution margin, often referred to as incremental profit, equates to the revenue generated from sale of the product less the costs of sales of the product, and measures the profit provided by the product. Therefore, deducting the costs of sales, comprised of total costs of goods sold and other variable expenses, including "selling and fulfillment costs-variable,"[463] from Elysium's

[460] ELY_0107628-674 at 629, 651. [redacted] (ELY_0107628-674 at 651; ELY_0039101-140 at 121).

[462] For example, see, ELY_0008119 (1) and ELY_0011516 (1) (Click "Unit Economics – Overview" worksheet); ELY_0013094; ELY_0013096; ELY_0049998. See also, Deposition of Dan Alminana, March 29, 2019, page 191.

[463] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 58-62.

revenue, results in an Elysium incremental profit, or contribution profit, received from the accused Basis products totaling approximately [redacted] over the period from July 16, 2015 through December 2018 (**Schedule 5**).[464]

In the alternative, during the period from May 30, 2016 through December 2018, Elysium's revenue from the accused Basis products totaled approximately [redacted] (**Schedule 5A**). Deducting the costs of sales from Elysium's revenue results in an Elysium's profits received from the accused Basis products totaling approximately [redacted] over the period from May 30, 2016 through December 2018 (**Schedule 5A**).[465]

Alternatively, during the period from October 1, 2016 through December 2018, Elysium's revenue from the accused Basis products totaled approximately [redacted] (**Schedule 5B**). Elysium's profits received from the accused Basis products after deducting the costs of sales totaled approximately [redacted] over the period from October 1, 2016 through December 2018 (**Schedule 5B**).[466] Should the Court find an alternative starting date for unjust enrichment to be appropriate, my calculations of Elysium's profits may be adjusted as necessary (**Schedule 5C**).

My calculation of Elysium's profits is based upon the information available as of the date of this report and currently runs through the date of latest available sales and profit information provided by Elysium. In addition, at this time, I have not obtained complete financial information from Elysium that would permit a complete determination of Elysium's unjust enrichment caused by the misappropriation. However, my above calculation of

[464] To the extent the Court finds only certain accused Basis products to be at issue, or only certain time periods, my calculations may be adjusted accordingly.
[465] To the extent the Court finds only certain accused Basis products to be at issue, or only certain time periods, my calculations may be adjusted accordingly.
[466] To the extent the Court finds only certain accused Basis products to be at issue, or only certain time periods, my calculations may be adjusted accordingly.

Elysium's overall contribution margin of approximately [redacted] between 2015 and 2018 (**Schedule 5**) is well within Elysium's internal calculations; I noted that in Elysium-produced documents, including an "Unit Economics – Overview," Elysium expected its contribution margin to [redacted] of revenue by the first quarter of 2017 for the accused Basis products.[467] If additional relevant information is produced by Elysium, or if Elysium sets forth claims regarding the appropriateness of any purported costs and deductions, I reserve the right to update, modify or amend my calculation of Elysium's profits as necessary.

Elysium's Avoided Costs and Accelerated Entry

ChromaDex may claim that it is entitled to the research and development costs avoided by Elysium as a result of the alleged wrongful acts by Elysium under an unjust enrichment theory. I understand that ChromaDex's development efforts included a significant investment in time and expense to develop the technical processes, research, data, production, required safety information, and standards related to its NR and PT products associated with the trade secrets, confidential and/or proprietary information at issue.[468] As indicated above, in order for ChromaDex to continue to maintain its competitive advantage in the market, ChromaDex must continue to provide innovative technologies by investing significant capital in the research and development of their technology. As part of its research and development efforts and business operations, I understand that ChromaDex has obtained rights to significant intellectual property including U.S. patents and trade secrets related to its safe, highly efficient and effective

[467] E.g., ELY_0008119 ("Unit Economics – Overview" tab); ELY_0011516 (click "Unit Economics – Overview" tab); See also, Elysium's statement that "Our view is that [customer acquisition cost] will continue to decline as we transition from 'company story' messaging to 'product level' messaging upon the release of our clinical data, as well as upcoming studies (treatment of UV damage in skin, fertility in men and women, stem cell function, etc). Additionally, LTV will increase as margins improve (100% visibility in a GM improvement into the low 80%s and full-loaded contribution margin in the low 70%s) and churn lessens" (ELY_0008117-118 at 117).
[468] Fifth Amended Complaint, November 27, 2018, pages 26, 30.

proprietary ingredients.[469] Based on my discussions with ChromaDex personnel, ChromaDex's intellectual property, including its trade secrets, confidential and/or proprietary information have substantial value to ChromaDex and ChromaDex has continued to invest significant time and expense to develop and protect its intellectual property.[470]

ChromaDex asserts that Elysium received a financial windfall since it did not need to incur certain research and development costs (e.g., research for contract manufacturing, research concerning science of NR and PT, manufacturing formulation, manufacturing process, establish safety, clearing regulatory hurdles, testing, proprietary business information, etc.) that would be required to develop the technologies associated with ChromaDex's trade secrets, confidential and/or proprietary information that it wrongfully used.[471] By avoiding research and development costs, Elysium has been provided the ability to sell Basis products using ingredients sourced from a non-ChromaDex supplier in competition with ChromaDex, and at lower prices over time, thus providing Elysium with an inappropriate competitive advantage in the market.

More importantly, such cost avoidance has allowed Elysium to enter and advance in the market with the accused Basis products using alternatively sourced ingredients altogether, where heretofore, ChromaDex has had a competitive advantage over potential start-up competitors like Elysium.[472] Based on my discussions with ChromaDex' personnel, the trade

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[469] https://www.sec.gov/Archives/edgar/data/1386570/000165495419002395/cdxc10k_dec312018.htm, pages 10-12,23;
https://www.chromadex.com/;https://www.sec.gov/Archives/edgar/data/1386570/000165495418002621/cdxc10k_dec302017.htm, page 2.

[470] For example, see also, Fifth Amended Complaint, November 27, 2018, pages 2, 4, 10, 17-18, 22-30, 39.

[471] Discussions with ChromaDex personnel. For example, see also, Fifth Amended Complaint, November 27, 2018, pages 4, 18, 23-24, 26, 29-30, 34, 36.

[472] Regarding Elysium's cost avoidance and financing to pay its expenses as a start-up, Thomas Wilhelm testified that Elysium has raised money "for lots of reasons including expansion and as a start-up, running the business" (Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 77-78).

secrets, confidential and/or proprietary information at issue significantly contribute to ChromaDex's ability to sustain its competitive advantage by differentiating it from not only large competitors but especially smaller, start-up businesses entering the market with alternatively supplied ingredients, such as Elysium.

Smaller start-up businesses often face challenges in gaining the necessary capital and research and development infrastructure required in the research, development and testing phases. To the extent Elysium was limited in its ability to provide the funds and other capital resources necessary to conceive, design, develop, test and sell the technologies and products associated with the trade secrets, confidential and/or proprietary information at issue, it was a barrier to Elysium for further entry into and advancement in the market with the accused Basis products using NR and PT ingredients sourced from non-ChromaDex suppliers.

ChromaDex claims that as a result of Defendants' alleged wrongful acts, Elysium has sidestepped ChromaDex's significant expertise, time, effort, and expense made "in advancing NR and pterostilbene in the market and clearing regulatory hurdles necessary to produce and market the ingredients."[473] I am aware that ChromaDex claims that Defendants' alleged wrongful acts have: accelerated Elysium's introduction of a non-ChromaDex source for NR ingredients; reduced Elysium's costs required to research, develop, test, gain regulatory approvals, produce, and sell the accused Basis products made using NR and PT ingredients from a non-ChromaDex supplier; enabled Elysium to persuade investors to contribute capital to Elysium; and allowed Elysium to avoid incurring costs on research and development efforts that may have been unsuccessful.[474]

[473] Fifth Amended Complaint, November 27, 2018, page 4; Discussions with ChromaDex personnel.
[474] Fifth Amended Complaint, November 27, 2018, pages 24, 26-28, 30, 34, 37; Discussions with ChromaDex personnel.

Further, based on my discussions with ChromaDex personnel, if Elysium did not have wrongful access to use of the trade secrets, confidential and/or proprietary information at issue and had to conduct the required research and development, it would have taken Elysium at least 2 years to obtain a competing non-ChromaDex source of NR with features and benefits comparable to the NR supplied by ChromaDex.[475]

Rather, as is alleged, Elysium wrongfully obtained and used ChromaDex's trade secrets, confidential and/or proprietary information at issue in competition with ChromaDex to gain a financial benefit. Elysium, at a minimum, would/will not have to incur the research, development, and testing expenses necessary to develop the trade secrets, confidential and/or proprietary information taken and used. An indicator for what those costs would have been is the research and development expenses actually incurred by ChromaDex to develop the trade secrets, confidential and/or proprietary information taken and used by Elysium.

Based on my discussions with ChromaDex personnel and my review of ChromaDex's research and development costs provided in this case, I have estimated the costs that Elysium would have at least incurred in order to research and develop the information provided by certain of ChromaDex's confidential information at issue absent the alleged wrongful acts by the Defendants. At this time, I have been asked to provide Elysium's avoided costs for the: (1) pTeroPure GRAS Report;[476] (2) NRCl Analytical Method;[477] and (3) NR Study Data.[478] Accordingly, I have calculated Elysium's avoided costs to total at least $523,449 (**Schedule 6**).

[475] ChromaDex asserts that "Elysium's inequitable reliance and use of ChromaDex's proprietary information substantially reduced its costs for developing alternative sources of NR and pterostilbene. Had Elysium spent the time and resources to develop alternative sources of NR and pterostilbene without stealing ChromaDex's information, it would have taken a substantially longer period of time to develop the competing supplies" (Fifth Amended Complaint, November 27, 2018, page 30; Discussions with ChromaDex personnel).
[476] ELY_0024180-208.
[477] ELY_0022792.
[478] ELY_0061094.

This total is comprised of costs, related to the pTeroPure GRAS Report, the NRCl Analytical Method, and the NR Study Data, of approximately $60,000, $50,000 and $413,449, respectively (**Schedule 6**).

However, ChromaDex has asserted certain other trade secrets, confidential, and/or proprietary information at issue, including, but not limited to: the Ingredient Sales Spreadsheet (ELY_0046025); ChromaDex's NR [redacted]/kg. price paid to Grace (Deposition of Daniel Magida, December 13, 2018, page 97-98, Exhibit 45; ELY_0086517, Text ID No. 4243, Location=Chats)); ChromaDex's research regarding different salts for use in manufacturing NR (Deposition of [redacted], November 29, 2018, Deposition Exhibit 19 at ELY_0014923); pTeroPure Specifications (CDXCA_00071689); NIAGEN Specifications (CDXCA_00071573); NIAGEN Investigator's Brochure (ELY_0023715-786); ChromaDex's Presentations (ELY_0037480; ELY_0094668); and ChromaDex's research and development work associated with Genomatica (ELY_0107391).[479] I am informed that the research and development costs to create the information and technologies associated with these documents were not internally tracked by ChromaDex. More importantly, based upon my discussions with ChromaDex personnel and my analysis in this case, I understand that the Defendants' use and/or disclosure of ChromaDex's trade secrets, confidential, and proprietary information at issue, and Mark Morris's breach of fiduciary duty, provided Elysium with a guide for the development of its own supplies of NR and PT ingredients from non-ChromaDex suppliers to produce, market and sell the accused Basis products, as well as information to persuade investors to contribute capital to Elysium.

[479] See also, **Schedule 15A**.

I also understand that Elysium's use of ChromaDex trade secrets, confidential and/or proprietary information at issue resulted in Elysium receiving a significant stockpile of NR and PT ingredients from ChromaDex, under the June 30 Purchase Orders.[480] Daniel Magida's deposition testimony indicates that the NR received by Elysium under the June 30 Purchase Orders supplied enough NR to Elysium to be used in accused Basis products sold from October 2016 to November 2017.[481] Additionally, Daniel Magida's deposition testimony indicates that the PT received by Elysium under the June 30 Purchase Orders supplied enough PT to Elysium to be used in accused Basis products sold from October 2016 to December 2017.[482] ChromaDex claims that Elysium intended to use the stockpile of NR and PT ingredients as a buffer of raw material ingredients to produce inventory of Basis products to sustain its operations while Elysium achieved its goal of developing its own alternative sources of both ingredients for use in producing and selling the accused Basis products.[483] This is consistent with and provides further support for my calculation of Elysium's profits on the accused Basis products discussed above under the section of this report titled "Elysium's Profits."

Therefore, in my opinion, Elysium's benefits associated with the misappropriation of ChromaDex's trade secrets, confidential and/or proprietary information at issue, and aiding and abetting Mark Morris's breach of fiduciary duty, are not properly and/or fully quantified by Elysium's avoided costs, as Elysium may never have discovered the corporate opportunities and strategies developed by Mark Morris while he was a ChromaDex employee, and any research and development avoided costs related to attempts by Elysium to recreate

[480] Fifth Amended Complaint, November 27, 2018, pages 9, 12, 46. See also, Deposition of Daniel Magida, December 13, 2018, pages 44-53, 69, 71-78, 94-96, 100-105, 108, 113-114, 118-124, Deposition Exhibits 43-47.
[481] Deposition of Daniel Magida, December 13, 2018, pages 62-63, Deposition Exhibits 41-42.
[482] Deposition of Daniel Magida, December 13, 2018, pages 60-62, Deposition Exhibits 41-42.
[483] Fifth Amended Complaint, November 27, 2018, pages 9, 12, 46. See also, Deposition of Daniel Magida, December 13, 2018, pages 44-53, 69, 71-78, 94-96, 100-105, 108, 113-114, 118-124, Deposition Exhibits 43-47.

ChromaDex's trade secrets, confidential and/or proprietary information at issue may not have been successful and are not indicative of the full extent of the gains received by Elysium. As such, I have determined Elysium's profits on the accused Basis products for the purpose of quantifying the economic benefits received by Elysium as a result of its improper use and disclosure of ChromaDex trade secrets, confidential and/or proprietary information at issue, and its aiding and abetting Mark Morris's breach of fiduciary duty. Accordingly, quantification of Elysium's unjust enrichment, in part associated with the following documents, are reflected in my analysis of Elysium's profits on the accused Basis products: the Ingredient Sales Spreadsheet (ELY_0046025); ChromaDex's NR[redacted] kg. price paid to Grace (Deposition of Daniel Magida, December 13, 2018, page 97-98, Exhibit 45; ELY_0086517, Text ID No. 4243, Location=Chats)); ChromaDex's research regarding different salts for use in manufacturing NR (Deposition of [redacted], November 29, 2018, Deposition Exhibit 19 at ELY_0014923); pTeroPure Specifications (CDXCA_00071689); NIAGEN Specifications (CDXCA_00071573); NIAGEN Investigator's Brochure (ELY_0023715-786); ChromaDex's Presentations (ELY_0037480; ELY_0094668); and ChromaDex's research and development work associated with Genomatica (ELY_0107391).[484]

My review of Elysium's avoided costs and accelerated entry is ongoing. Thus, I may update, modify or amend my opinions and conclusions as necessary.

[484] See also, **Schedule 15A**.

ChromaDex's Unpaid Sales Invoices [485]

As indicated in the pTeroPure Supply Agreement and Section 3 of the NIAGEN Supply Agreement, ChromaDex agreed to sell and deliver pTeroPure and NIAGEN to Elysium, and Elysium agreed to purchase from and pay ChromaDex for the pTeroPure and NIAGEN products delivered.[486] The pTeroPure Supply Agreement and the NIAGEN Supply Agreement set forth the respective terms for supply of the pTeroPure and NIAGEN ingredient products between the parties.[487] For example, in the Supply Agreements, the parties agreed that Elysium would place orders for the product by submitting purchase orders.[488] The pTeroPure Supply Agreement refers to the Purchase Price and Payment for pTeroPure and states that "[f]ailure to make prompt and full payment hereunder constitutes a material breach of the Agreement."[489] The NIAGEN Supply Agreement cites to the purchase price and Payments for NIAGEN supplied and references Elysium's "obligations under this Agreement to ChromaDex, including the obligation to make full payment of the purchase price."[490]

On June 30, 2016, Elysium submitted the two June 30 Purchase Orders.[491] One of the June 30 Purchase Orders, Purchase Order NR109, was for 3,000 kilograms of NIAGEN with no partial shipments on the order.[492] The other of the June 30 Purchase Orders, Purchase Order PT109, was for 580 kilograms of pTeroPure with partial shipments of the order allowed.[493]

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[485] I understand that Elysium's unpaid sales invoices may be regarded as an element of ChromaDex's loss, or alternatively as an element of Elysium's unjust enrichment, resulting from the Defendants' alleged wrongful conduct. I understand that the Court has the sound discretion as to the application of damages remedies to apply in this case.
[486] CDXCA_00118906-916; ELY_0036857-864.
[487] ELY_0036857-864; CDXCA_00118906-916.
[488] ELY_0036857-864 at 858; CDXCA_00118906-916 at 909.
[489] ELY_0036857- at 858.
[490] CDXCA_00118906-916 at 909.
[491] CDXCA_00009657; CDXCA_00009654.
[492] CDXCA_00009657.
[493] CDXCA_00009654.

ChromaDex filled the June 30 Purchase Orders on July 1, 2016 and August 9, 2016.[494] ChromaDex first shipped all 3,000 kilograms of NIAGEN, as well as a partial shipment of pTeroPure, to Elysium as reflected by the July 1, 2016 sales invoice.[495] ChromaDex later shipped the remainder of the pTeroPure order to Elysium as reflected by the August 9, 2016 sales invoice.[496]

ChromaDex asserts that Elysium breached the pTeroPure Supply Agreement by failing to pay any amount due on the July 1, 2016 invoice and August 9 2016 invoice.[497] ChromaDex further asserts that Elysium breached the NIAGEN Supply Agreement by failing to pay any amount due on the July 1, 2016 invoice.[498] The sales invoices for the pTeroPure products that were shipped on July 1, 2016 and August 9, 2016 show the payment terms of "30% Net30 70% Net60."[499] The sales invoice for the NIAGEN product that was shipped on July 1, 2016 also show the payment terms of "30% Net30 70% Net60."[500] Thus, 30% of the payment was due within 30 days of the date of the invoice and 70% of the payment was due within 60 days of the date of the invoice. However, Elysium has not paid for the NIAGEN and pTeroPure products it received from ChromaDex.[501]

Accordingly, I have calculated the amount due to ChromaDex based upon the July 1, 2016 and August 9, 2016 sales invoices for the NIAGEN and pTeroPure product delivered under the Supply Agreements to be approximately $3.0 million **(Schedule 12).** The sales

[494] CDXCA_00143454; CDXCA_00143456-457.
[495] CDXCA_00009654; CDXCA_00143454, 456.
[496] CDXCA_00009654; CDXCA_00143456-457.
[497] Fifth Amended Complaint, November 27, 2018, pages 19-20.
[498] Fifth Amended Complaint, November 27, 2018, page 20.
[499] CDXCA_00143456-457. See also, CDXCA_00009652-653.
[500] CDXCA_00143454. See also, CDXCA_00009655-656.
[501] Fifth Amended Complaint, November 27, 2018, page 14; Order Granting in Part and Denying in Part Elysium's Motion to Dismiss, July 26, 2018, page 3.

invoiced amounts due to ChromaDex is comprised of $580,750 for pTeroPure product and $2,402,600 for NIAGEN product **(Schedule 12)**.[502]

ChromaDex's Price Discount [503]

Elysium submitted two large purchase orders for NIAGEN and pTeroPure under the June 28 Purchase Orders.[504] Elysium's June 28 Purchase Order sent to ChromaDex for NR included a $400 price per kilogram.[505] ChromaDex claims that Elysium wrongfully induced ChromaDex to supply significantly larger amounts of NIAGEN and pTeroPure to Elysium.[506]

Mark Morris testified that, in June 2016, he worked on a strategy with Elysium, and was in communication with Elysium, for large purchase orders placed by Elysium with ChromaDex for NR and PT.[507] Mark Morris's deposition testimony indicates that, around May 29, 2016, Mark Morris provided Elysium with ChromaDex's NR price per kilogram received from ChromaDex's customer, Live Cell.[508] Mark Morris wrote to Dan Alminana, on May 29, 2016, "Dan, Live Cell was at $1400 until 8/29/14, when we sold them 100 kilograms at $900. Then on 2/27/15, we sold them 300 kilograms at $800. They have been there ever since, including orders for 250 kilograms on both 4/28/16 and 5/19/16."[509] Mark Morris testified that discussions between Elysium and ChromaDex's NR price per kilogram for purchases by Elysium began at some point after he shared ChromaDex's Live Cell NR pricing information with Elysium.[510]

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[502] CDXCA_00143454; CDXCA_00143456-457.
[503] I understand that Elysium's improper price discount may be regarded as an element of ChromaDex's loss, or alternatively as an element of Elysium's unjust enrichment, resulting from the Defendants' alleged wrongful conduct. I understand that the Court has the sound discretion as to the application of damages remedies to apply in this case.
[504] Fifth Amended Complaint, November 27, 2018, page 12.
[505] Deposition of Dan Alminana, March 29, 2019, pages 225-227.
[506] Fifth Amended Complaint, November 27, 2018, page 12.
[507] Deposition of Mark Morris, April 24, 2019, pages 279-282.
[508] Deposition of Mark Morris, April 24, 2019, pages 218, 224.
[509] Deposition of Mark Morris, April 24, 2019, page 218; Deposition Exhibit 204 at page 25.
[510] Deposition of Mark Morris, April 24, 2019, pages 224, 226-227.

Dan Alminana's deposition testimony further indicates that, on June 17, 2016, Mark Morris wrote to Dan Alminana as follows: "Dan, do you want me to push for 2,400 kilograms at $700? I think I can make a convincing argument internally."[511]

Additionally, Mark Morris deposition testimony indicates that on June 28, 2016, Mark Morris provided Elysium with ChromaDex's [redacted] price per kilogram for NR purchased from its manufacturer, Grace.[512] Regarding ChromaDex's costs for NR, Mark Morris's deposition testimony indicates that he wrote to Dan Alminana that he "verified these guys paid [redacted] for this inventory."[513] Furthermore, Dan Alminana's deposition testimony shows that, prior to submitting to ChromaDex the June 28 Purchase Order for NR, Dan Alminana previewed to Mark Morris that "we are putting in an order for $400 per kilogram."[514]

On June 30, 2016, ChromaDex and Elysium personnel joined the June 30 Call where the parties discussed, among other areas, the pricing of NIAGEN for the Elysium orders.[515] Elysium personnel falsely stated on the June 30 Call that Elysium intended to be a good business partner to ChromaDex and explained that Elysium's business was "ramping up," as the reason the June 28 Purchase Orders were significantly larger than Elysium's past orders at significantly discounted prices.[516] ChromaDex claims that Elysium personnel dishonestly represented that, due to the "ramp up," Elysium expected to use all the NIAGEN ordered over the next few months and that Elysium would place additional large orders in the remainder of 2016.[517]

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[511] Deposition of Dan Alminana, March 29, 2019, pages 200-202, 206; Deposition of Mark Morris, April 24, 2019, Deposition Exhibit 204 at page 30.
[512] Deposition of Mark Morris, April 24, 2019, pages 291-292, Deposition Exhibit 204 at page 43; Deposition of Troy Rhonemus, March 28, 2019, page 287.
[513] Deposition of Mark Morris, April 24, 2019, pages 291-292, Deposition Exhibit 204 at page 43; Deposition of Troy Rhonemus, March 28, 2019, page 287.
[514] Deposition of Dan Alminana, March 29, 2019, pages 228-231.
[515] Fifth Amended Complaint, November 27, 2018, page 13.
[516] Fifth Amended Complaint, November 27, 2018, pages 12-13.
[517] Fifth Amended Complaint, November 27, 2018, page 13.

ChromaDex asserts that in reliance on Elysium's statements and promises, and Mark Morris's omissions, ChromaDex offered Elysium a discounted price for NIAGEN, and Elysium represented that it would accept that discounted price and place an order.[518]

Based upon my review of ChromaDex sales invoices, ChromaDex provided a price discount to Elysium on the 3,000 kilograms of NIAGEN products shown on the July 1, 2016 invoice.[519] That is, prior to the July 1, 2016 invoice, Elysium was receiving a price of $1,000 per kilogram for NIAGEN products.[520] However, the July 1, 2016 invoice shows that ChromaDex shipped 3,000 kilograms of NIAGEN to Elysium at a discounted $800 per kilogram price.[521] Based upon my discussions with ChromaDex personnel and deposition testimony provided in this case, I understand that after Elysium received ChromaDex's trade secret information from Mark Morris, ChromaDex provided the price discount in reliance on Mark Morris's inappropriate omissions and Elysium's wrongful acts and representations that Elysium would pay for the NIAGEN products it received and that Elysium would continue to place orders in the remainder of 2016 for NIAGEN leading to a consistent higher trailing purchases volume.

Thus, as a result of Elysium's alleged wrongful acts, ChromaDex has suffered from a reduction in selling price of $200 per kilogram on the 3,000 kilograms of NIAGEN products delivered to Elysium per the July 1, 2016 invoice.[522] Multiplying the $200 price per kilogram discount by the 3,000 kilograms of NIAGEN listed on the July 1, 2016 invoice results in $600,000 in damages for the improper price discount (**Schedule 13**).

[518] Fifth Amended Complaint, November 27, 2018, pages 4, 13-14.
[519] CDXCA_00143454; CDXCA_00143448. Unit is equal to 10 kilograms.
[520] For example, see CDXCA_00143448 (e.g. 900 kilograms x $1,000 per kilogram; unit = 10 kilograms).
[521] CDXCA_00143454.
[522] CDXCA_00143454; CDXCA_00143448.

ChromaDex's Lost Profits

ChromaDex claims that it has suffered lost profits from ingredients sales that Elysium promised that it would make, or would have made, but that it failed to make as a result of the alleged wrongful acts by Defendants.[523] I understand that ChromaDex asserts that as a result of Defendants' alleged wrongful acts, including Elysium's improper use and control of ChromaDex's trade secrets, confidential and/or proprietary information at issue and failure to pay for the NR and PT ingredients it was delivered, and Mark Morris' breach of fiduciary duty, ChromaDex has and will continue to incur damages in the form of lost sales and profits related to ingredients that Elysium represented it would purchase or would have purchased. ChromaDex asserts that absent the alleged wrongful acts, including Mark Morris's omissions and other breaches of fiduciary duty, Elysium's use of the stockpile of the NR and PT received from ChromaDex under the June 30 Purchase Orders, Elysium's non-payment of the $3.0 million payment it owes to ChromaDex for NR and PT, and without the use of the trade secrets, confidential and/or proprietary information at issue to develop and/or obtain an alternative supply of NR and PT ingredients, ChromaDex would have made additional sales and profits from ingredient sales to Elysium.[524]

In order to inform the Court, I have been asked to provide analysis of ChromaDex's lost profits under two approaches, including: (1) based upon the projected ingredients purchases that Elysium determined on August 12, 2016; and alternatively (2) based upon the Minimum

[523] Deposition of Thomas Varvaro, May 8, 2019, pages 327-328.
[524] Danial Magida of Elysium testified that by June 2017, Elysium had no other source for NR aside from shipments from [redacted] purchasing more NIAGEN from ChromaDex. Daniel Magida testified that Elysium considered going back to ChromaDex and placing purchase orders with ChromaDex and that he, Dan Alminana, and Mark Morris, had internal email exchanges throughout the end of 2016 and early 2017 on if Elysium should order from ChromaDex (Deposition of Daniel Magida, December 13, 2018, pages 46-47, Deposition Exhibit 54).

Purchase Commitments of ingredients agreed to by Elysium in the Amendment to Supply Agreement, dated February 19, 2016.[525]

Based Upon Elysium's Projected Ingredients Purchases

Following certain Elysium meetings with Grace on August 1, 2016 and August 2, 2016, Dan Alminana of Elysium sent an email, on August 31, 2016, with the subject "Re: Follow-up," to various individuals, including Al Beninati of Grace, Brett Reynolds of Grace, and Eric Marcotulli of Elysium (with carbon copy to Leonard Guarente of Elysium), that included a salutation to Brett Reynolds of Grace.[526] Thomas Wilhelm testified that the primary reason that Elysium was contacting Grace in the fall of 2016 was that Elysium was interested in expanding its product portfolio, and during and after meeting with Grace, Elysium and Grace discussed Elysium's growth plans for its sales that included NIAGEN.[527] Thomas Wilhelm's deposition testimony further indicates that the potential of whether Elysium could purchase NR directly from Grace was part of the discussion, but that Grace was not selling NR to anyone other than ChromaDex.[528] Dan Alminana testified that after the meetings with Grace he was going to provide Grace with a listing of how much NR Elysium had been purchasing to continue the discussion about Elysium buying NR from Grace.[529] Dan Alminana testified that Grace asked that Elysium provide Grace with forecasted volumes of NR "because this helps Grace regardless…[i]f [Grace is] the one making this product, no matter who [Grace sells] it to, being able to have [Elysium] forecast out is a good thing."[530] In the August 31, 2016 email, Dan

[525] CDXCA_00061865-868; ELY_0046807.
[526] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 261-266, Deposition Exhibit 240 at ELY_0122867. See also, Deposition of Dan Alminana, March 29, 2019, pages 313-317; Deposition of Eric Marcotulli, March 27, 2019, pages 114-116.
[527] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 261-262.
[528] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 263-264.
[529] Deposition of Dan Alminana, March 29, 2019, page 316.
[530] Deposition of Dan Alminana, March 29, 2019, page 316.

Alminana writes to Brett Reynolds that "[w]e have some substantial updates for you and would enjoy the opportunity to connect via phone when you have some availability" and "[a]s promised, below you will find our projected NR volume. This is a very conservative estimate, accounting for sales via our website in the US only. Therefore, it does not account for substantial capital injections and international expansion, which will certainly lead to much larger orders."[531] Elysium's conservatively projected purchases of NR volume from the email are shown below.[532]

- 2017: [redacted]
- 2018:
- 2019:
- 2020:
- 2021:

[533]

Thomas Wilhelm testified that the above projection provided to Grace was based on one of Elysium's growth models and that Elysium believed that the projection was the amount of NR volume that Elysium projected it would purchase in the years from 2017 to 2021 and "[Elysium] wanted to make sure that Grace would be able to keep up with the demand."[534] Thomas Wilhelm's deposition testimony further indicates that, at the time the email was sent in August 2016, Elysium believed that it may have larger NR volume than the projection it provided to Grace.[535]

However, Thomas Wilhelm testified that Elysium started selling Basis that contained [redacted] NR in July 2017 or August 2017, and that Elysium had stopped advertising the Basis products prior to July 2017 due to concerns that Elysium would not have inventory to sell.[536]

[531] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 261-266, Deposition Exhibit 240 at ELY_0122867.
[532] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, Deposition Exhibit 240 at ELY_0122867.
[533] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, Deposition Exhibit 240 at ELY_0122867.
[534] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 264-266, Deposition Exhibit 240 at ELY_0122867.
[535] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 264-265, Deposition Exhibit 240 at ELY_0122867.
[536] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 125-126.

Thomas Wilhelm also testified that steps were taken to not as actively encourage growth and those steps were taken at least in part because of Elysium's concern about a supply of NR.[537] Thomas Wilhelm's deposition testimony further indicates that Elysium's reduced advertising due to NR inventory supply concerns contributed to decreases in Basis sales, and that if there had not been a concern about running out of inventory, Elysium believes its Basis "sales would have gone up."[538]

When asked whether he intended to provide Grace with Elysium's projected NR purchases, Dan Alminana testified "Yes, that was a big topic."[539] An August 12, 2016 email, that appears to be a prior version of the above August 31, 2016 email, also including a salutation to "Brett," that was sent to Eric Marcotulli, included a higher projected NR volume of 15,150 kilograms for 2017, in which Dan Alminana writes "[i]f we don't work together, then we have no choice but to follow ChromaDex to whoever they end up making this with."[540] In addition, Dan Alminana testified that, while there is no other ingredients mentioned in the draft email other than NR, he knows "for certain that [Elysium was] sending [Grace] other ingredient information.[541]

However, based on my review of Elysium's raw materials records and Elysium's purchase orders for NR and PT ingredients, Elysium stopped ordering NR and PT from ChromaDex after June 30, 2016.[542] It is my understanding, based on Elysium failure to pay ChromaDex for the June 30 Purchase Orders, Elysium's failure to submit purchase orders subsequent to the June 30 Purchase Orders, in 2016, 2017 and 2018, and the ongoing dispute,

[537] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, page 129.
[538] Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 126-129.
[539] Deposition of Dan Alminana, March 29, 2019, page 320.
[540] Deposition of Dan Alminana, March 29, 2019, Deposition Exhibit 206 at ELY_0046807.
[541] Deposition of Dan Alminana, March 29, 2019, page 321.
[542] ELY_0081349 ("Unit Economics Cost" tab; "Raw Materials" tab); CDXCA_00009657; CDXCA_00009654.

that Elysium has not intended to purchase the PT and NR ingredients it represented it would purchase from ChromaDex as part of their supply relationship. This is consistent with my review of the deposition testimony, and related deposition exhibits, of Daniel Magida of Elysium.[543]

To determine ChromaDex's lost profits, I first determined the lost sales revenues, based upon Elysium's projected NR purchases, and the proportion of PT and NR stated to be contained in the accused Basis products, and then deducted ChromaDex's costs associated with making the sales to Elysium. The lost revenues is a multiplication of the projected kilograms not purchased by Elysium by the "but for" price.

Elysium's estimated purchases of NIAGEN and pTeroPure total 8,675 kilograms, 16,500 kilograms, and 31,380 kilograms for 2016, 2017 and 2018, respectively (**Schedule 7A**). Elysium orders of NIAGEN and pTeroPure totaled 5,380 kilograms in 2016, and zero kilograms in 2017 and 2018 (**Schedule 7A**).[544] Therefore the total shortfall of Elysium's actual orders compared to "but for" projected orders of ingredients is 51,175 kilograms, comprised of 42,629 kilograms of NIAGEN and 8,546 kilograms of pTeroPure (**Schedule 7A**).[545] I have multiplied the shortfall in

[543] For example, see Deposition of Daniel Magida, December 13, 2018, pages 44-53, 69, 71-78, 94-96, 100-105, 108, 113-114, 118-124, Deposition Exhibits 43-47.
[544] Elysium's total kilograms of NR ordered in 2016 are 4,500 and its total kilograms of PT ordered in 2016 are 880 (CDXCA_00143441; CDXCA_00143443; CDXCA_00143447; CDXCA_00143449; CDXCA_00143453; CDXCA_00143455). See also, ELY_0081349 ("Unit Economics Cost" tab; "Raw Materials" tab). Elysium's unpaid invoices related to the June 30 Purchase Orders are discussed under the "ChromaDex's Unpaid Sales Invoices" section of this report.
[545] Based upon my discussions with ChromaDex personnel, ChromaDex would have the capacity to supply the lost kilogram purchases of NR and PT ingredients in the volumes claimed.

Elysium's estimated orders for 2016, 2017 and 2018 by a "but for" price per kilogram of $1,000.[546] Accordingly, the lost revenues are equal to approximately $51.2 million (**Schedule 7**).

NIAGEN		**Lost Revenue**
2016	$1,000/kg. [redacted] kgs.	$2,729,000
2017	$1,000/kg. x [redacted] kgs.	13,750,000
2018	$1,000/kg. x [redacted]0 kgs.	26,150,000
	Total	**$42,629,000**

pTeroPure		**Lost Revenue**
2016	$1,000/kg. x [redacted] kgs.	$566,000
2017	$1,000/kg. x [redacted] kgs.	2,750,000
2018	$1,000/kg. x [redacted] kgs.	5,230,000
	Total	**$8,546,000**

Total: NIAGEN and pTeroPure		**Lost Revenue**
2016	$1,000/kg. x [redacted] kgs.	$3,295,000
2017	$1,000/kg. x [redacted] kgs.	16,500,000
2018	$1,000/kg. x [redacted] kgs.	31,380,000
	Total	**$51,175,000**

To determine the incremental costs associated with these sales I held discussions with ChromaDex personnel and analyzed ChromaDex sales and costs documents for NIAGEN and pTeroPure and ChromaDex's ingredients business segment sales and cost records.[547] I

[546] CDXCA_00143448; CDXCA_00143457; Eric Marcotulli testified regarding NR that he recalled ChromaDex "saying we're not going to sell this for less than 1,000 a kilo" and " they weren't going to settle for less than $1,000 a kilo" (Deposition of Eric Marcotulli, March 27, 2019, page 243); Stephen Block's deposition testimony indicates that ChromaDex planned to eliminate the NR $800 per kilogram price point for any customer (Deposition of Stephen Block, February 20, 2019, page 92); ChromaDex eliminated the NR $800 per kilogram price point for Living Cell Research at least as of September 2016, and ChromaDex then charged Living Cell Research $1,000 per kilogram for NR at least as of February 2017 (CDXCA_00091485 (24 units x 10 kilograms per unit = 240 kilograms, $192,000 Ext. Price / 240 kilograms = $800 per kilogram); CDXCA_00142584 (18 units x 20 kilograms per unit = 360 kilograms, $306,000 Ext. Price / 360 kilograms = $850 per kilogram); CDXCA_00464290 (12 units x 20 kilograms per unit = 240 kilograms, $240,000 Ext. Price / 240 kilograms = $1,000 per kilogram)); Dan Alminana testified that Elysium has paid a fluctuating price per kilogram for NR that has been [redacted] and may have been [redacted] (Deposition of Dan Alminana, March 29, 2019, pages 247-248); Dan Alminana also testified, involving the improper price discount received by Elysium, that ChromaDex said to Elysium that it would only honor an $800 per kilogram price "for this one order only … and that from that point forward, all orders were going to be at least a thousand dollars or higher per kilogram for NR" (Deposition of Dan Alminana, March 29, 2019, pages 238-240); Discussions with ChromaDex personnel. I am also aware that Thomas Wilhelm of Elysium testified that Elysium's price per kilogram for NR manufactured by, and received from, [redacted] has generally been in the range [redacted] (Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 114-120, 131-132, Deposition Exhibit 234).

[547] CDXCA_00449733; CDXCA_00274908; CDXCA_00464215-267; CDXCA_00464288.

evaluated these ChromaDex records to identify the variable costs such as ingredient costs, freight in, import duties, royalties, storage/warehouse fees, and certain labor, among others (**Schedule 8** and **Schedule 9**). Based on my analysis of ChromaDex cost information, in 2016, 2017 and 2018, the cost of sales of NIAGEN was approximately [redacted] per kilogram, [redacted] per kilogram and [redacted] per kilogram, respectively (**Schedule 8**).[548] For pTeroPure, the cost of sales was approximately [redacted] per kilogram, [redacted] kilogram, and [redacted] per kilogram in 2016, 2017 and 2018, respectively (**Schedule 9**).[549]

Multiplying the incremental costs of sales for the NIAGEN and pTeroPure products by the total lost kilograms arrives at a total cost of approximately $25.6 million (**Schedule 7**).

NIAGEN		**Costs**
2016	[redacted] g. x [redacted] kgs.	[redacted]
2017	[redacted] . x [redacted] .	[redacted]
2018	[redacted] . x [redacted] kgs.	[redacted]
	Total	**$21,605,368**

pTeroPure		**Costs**
2016	[redacted] g. x [redacted] kgs.	[redacted]
2017	[redacted] g. x [redacted] .	[redacted]
2018	[redacted] . x [redacted] kgs.	[redacted]
	Total	**$4,020,312**

Total: NIAGEN and pTeroPure		**Costs**
2016	[redacted] /kg. x [redacted] .	[redacted]
2017	[redacted] /kg. x [redacted] kgs.	[redacted]
2018	[redacted] /kg. x [redacted] kgs.	[redacted]
	Total	**$25,625,680**

Thus, ChromaDex's lost profits on Elysium's projected ingredients purchases is approximately $25.6 million (**Schedule 7**). This is calculated by taking the lost revenues of

[548] $1,000 price per kilogram x Total Estimated Incremental Costs percentage.
[549] $1,000 price per kilogram x Total Estimated Incremental Costs percentage.

approximately $51.2 million less the costs to obtain these revenues of approximately $25.5 million (**Schedule 7**).

Based Upon the Minimum Purchase Commitments in the Amendment to Supply Agreement

In February 2016, ChromaDex and Elysium entered into the Amendment to Supply Agreement.[550] The Amendment to Supply Agreement states that ChromaDex and Elysium "are parties to a Supply Agreement with an Effective Date of February 3, 2014 pursuant to which ChromaDex supplies NIAGEN to Elysium" and "are parties to a Supply Agreement, with an Effective Date of June 26, 2014 pursuant to which ChromaDex supplies pTeroPure" to Elysium.[551] ChromaDex and Elysium determined it to be in their mutual interest to amend the NIAGEN Supply Agreement.[552]

As indicated in section 4 of the Amendment to the Supply Agreement, under a section titled "Minimum Purchase Commitments," Elysium agreed to certain minimum kilogram purchase requirements of NIAGEN and pTeroPure for the calendar years 2016, 2017 and 2018.[553] Minimum Purchase Commitments for 2019 and every year thereafter were to be negotiated.[554]

Based on my review of Elysium's raw materials records and Elysium's purchase orders for NR and PT ingredients, Elysium stopped purchasing from ChromaDex after the June 30 Purchase Orders, which occurred in the first calendar year of the Amendment to Supply Agreement.[555] It is my understanding, based on Elysium failure to pay ChromaDex for the June

[550] CDXCA_00061865-868.
[551] CDXCA_00061865-868 at 865.
[552] CDXCA_00061865-868 at 865.
[553] CDXCA_00061866.
[554] CDXCA_00061866.
[555] ELY_0081349 ("Unit Economics Cost" tab; "Raw Materials" tab); CDXCA_00009657; CDXCA_00009654.

30 Purchase Orders, Elysium's failure to submit purchase orders subsequent to the June 30 Purchase Orders, in 2016, 2017 and 2018, and the ongoing dispute, that Elysium has not intended to purchase the remaining ingredients it represented it would purchase according to the terms of the Amendment to Supply Agreement. This is consistent with my review of the deposition testimony, and related deposition exhibits, of Daniel Magida.[556]

To determine ChromaDex's lost profits on these agreed to sales of ingredients, I first determined the lost sales revenues and then deducted ChromaDex's costs associated with making the sales to Elysium. The lost revenues is a multiplication of the minimum kilograms commitment not purchased by Elysium by the "but for" price. Elysium agreed to minimum purchase requirements of NIAGEN and pTeroPure that when combined total 3,000 kilograms, 6,000 kilograms, and 9,000 kilograms for 2016, 2017 and 2018, respectively.[557] Elysium has purchase orders over the minimum kilogram requirement in calendar year 2016 of the agreement, and zero of the kilograms required in 2017 and 2018.[558] Therefore the total shortfall of minimum purchase requirements agreed to is 15,000 kilograms, comprised of 10,000 kilograms of NIAGEN and 5,000 kilograms of pTeroPure (**Schedule 7B**).[559] I have multiplied the shortfall in Elysium's Minimum Purchase Commitments for 2017 and 2018 by the implied

[556] For example, see Deposition of Daniel Magida, December 13, 2018, pages 44-53, 69, 71-78, 94-96, 100-105, 108, 113-114, 118-124, Deposition Exhibits 43-47.
[557] CDXCA_00061866.
[558] Elysium's total kilograms of NR ordered in 2016 are 4,500 and its total kilograms of PT ordered in 2016 are 880 (CDXCA_00143441; CDXCA_00143443; CDXCA_00143447; CDXCA_00143449; CDXCA_00143453; CDXCA_00143455). See also, ELY_0081349 ("Unit Economics Cost" tab; "Raw Materials" tab). Elysium's unpaid invoices related to the June 30 Purchase Orders are discussed under the "ChromaDex's Unpaid Sales Invoices" section of this report.
[559] Based upon my discussions with ChromaDex personnel, ChromaDex would have the capacity to supply the lost kilogram purchases of NR and PT ingredients in the volumes claimed.

"but for" price per kilogram of $1,000.[560] Accordingly, under this approach, the lost revenues are equal to approximately $15.0 million (**Schedule 7B**):

NIAGEN		**Lost Revenue**
2017	$1,000/kg. x 4,000 kgs.	$4,000,000
2018	$1,000/kg. x 6,000 kgs.	6,000,000
	Total	**$10,000,000**

pTeroPure		**Lost Revenue**
2017	$1,000/kg. x 2,000 kgs.	$2,000,000
2018	$1,000/kg. x 3,000 kgs.	3,000,000
	Total	**$5,000,000**

Total: NIAGEN and pTeroPure		**Lost Revenue**
2017	$1,000/kg. x 6,000 kgs.	$6,000,000
2018	$1,000/kg. x 9,000 kgs.	9,000,000
	Total	**$15,000,000**

To determine the incremental costs associated with these sales I held discussions with ChromaDex personnel and analyzed ChromaDex sales and costs documents for NIAGEN and pTeroPure and ChromaDex's ingredients business segment sales and cost records.[561] I evaluated these ChromaDex records to identify the variable costs such as ingredient costs,

[560] CDXCA_00143448; CDXCA_00143457; Eric Marcotulli testified regarding NR that he recalled ChromaDex "saying we're not going to sell this for less than 1,000 a kilo" and " they weren't going to settle for less than $1,000 a kilo" (Deposition of Eric Marcotulli, March 27, 2019, page 243); Stephen Block's deposition testimony indicates that ChromaDex planned to eliminate the NR $800 per kilogram price point for any customer (Deposition of Stephen Block, February 20, 2019, page 92); ChromaDex eliminated the NR $800 per kilogram price point for Living Cell Research at least as of September 2016, and ChromaDex then charged Living Cell Research $1,000 per kilogram for NR at least as of February 2017 (CDXCA_00091485 (24 units x 10 kilograms per unit = 240 kilograms, $192,000 Ext. Price / 240 kilograms = $800 per kilogram); CDXCA_00142584 (18 units x 20 kilograms per unit = 360 kilograms, $306,000 Ext. Price / 360 kilograms = $850 per kilogram); CDXCA_00464290 (12 units x 20 kilograms per unit = 240 kilograms, $240,000 Ext. Price / 240 kilograms = $1,000 per kilogram)); Dan Alminana testified that Elysium has paid a fluctuating price per kilogram for NR that has been above [redacted] and may have been [redacted] (Deposition of Dan Alminana, March 29, 2019, pages 247-248); Dan Alminana also testified, involving the improper price discount received by Elysium, that ChromaDex said to Elysium that it would only honor an $800 per kilogram price "for this one order only … and that from that point forward, all orders were going to be at least a thousand dollars or higher per kilogram for NR" (Deposition of Dan Alminana, March 29, 2019, pages 238-240); Discussions with ChromaDex personnel. I am also aware that Thomas Wilhelm of Elysium testified that Elysium's price per kilogram for NR manufactured by, and received from [redacted] has generally been in the range [redacted] (Deposition of Thomas E. Wilhelm, Ph.D, Esq., June 6, 2019, pages 114-120, 131-132, Deposition Exhibit 234).

[561] CDXCA_00449733; CDXCA_00274908; CDXCA_00464215-267; CDXCA_00464288.

freight in, import duties, royalties, storage/warehouse fees, and certain labor, among others (**Schedule 8** and **Schedule 9**). Based on my analysis of ChromaDex cost information, in 2017 and 2018, the cost of sales of NIAGEN was approximately [redacted] per kilogram and [redacted] per kilogram, respectively (**Schedule 8**).[562] For pTeroPure, the cost of sales was approximately [redacted] per kilogram and [redacted] per kilogram in 2017 and 2018, respectively (**Schedule 9**).[563]

Multiplying the incremental costs of sales for the NIAGEN and pTeroPure products by the total lost kilograms arrives at a total cost for the Minimum Purchase Commitments agreed to in the Amendment to Supply Agreement of approximately $7.4 million (**Schedule 7B**).

NIAGEN		**Costs**
2017	[redacted] g. x 4,000 kgs.	[redacted]
2018	[redacted] g. x 6,000 kgs.	[redacted]
	Total	**$5,054,000**

pTeroPure		**Costs**
2017	[redacted]. x 2,000 kgs.	[redacted]
2018	[redacted] x 3,000 kgs.	[redacted]
	Total	**$2,350,000**

Total: NIAGEN and pTeroPure		**Costs**
2017	[redacted]. x 6,000 kgs.	[redacted]
2018	[redacted]. x 9,000 kgs.	[redacted]
	Total	**$7,404,000**

Thus, based upon my analysis, ChromaDex's lost profits on the agreed to Minimum Purchase Commitments is approximately $7.6 million (**Schedule 7B**). This is calculated by taking the lost revenues of $15.0 million less the costs to obtain these revenues of approximately

[562] $1,000 price per kilogram x Total Estimated Incremental Costs percentage.
[563] $1,000 price per kilogram x Total Estimated Incremental Costs percentage.

$7.4 million (**Schedule 7B**).

ChromaDex's Out-of-Pocket Financing Expenses [564]

As discussed above, Elysium agreed to make full payment for pTeroPure and NIAGEN products it was delivered under the Supply Agreements. However, as a result of Mark Morris's omissions regarding Elysium intend to withhold payment and Elysium's failure to pay ChromaDex for certain pTeroPure and NIAGEN products when payments were due, ChromaDex incurred an unexpected shortfall to its cash position.[565] Of the amount of $2,983,350 Elysium owes to ChromaDex:

- $720,780 was due by July 31, 2016 for NR delivered;
- $1,681,820 was due by August 30, 2016 for NR delivered;
- $120,225 was due by July 31, 2016 for PT delivered;
- $280,525 was due by August 30, 2016 for PT delivered;
- $54,000 was due by September 8, 2016 for PT delivered; and
- $126,000 was due by October 8, 2016 for PT delivered.[566]

Based upon my discussions with ChromaDex personnel and review of documents and deposition testimony provided in this case, ChromaDex had to establish a revolving line of credit with Bridge Bank, a division of Western Alliance Bank, on November 4, 2016, to ensure that it had access to sufficient cash to fund its operations as a result of Elysium failing to pay ChromaDex for the pTeroPure and NIAGEN products it was delivered.[567] I also understand that if ChromaDex had received the approximately $3.0 million it is owed by Elysium for the

[564] I understand that ChromaDex's incremental out-of-pocket financing expenses may be regarded as an element of ChromaDex's loss, or alternatively as an element of Elysium's unjust enrichment, resulting from the Defendants' alleged wrongful conduct. I understand that the Court has the sound discretion as to the application of damages remedies to apply in this case.
[565] CDXCA_00143453-457.
[566] Payment Terms on ChromaDex's Sales Invoices are "30% Net30 70% Net60" (CDXCA_00143454; CDXCA_00143456-457).
[567] Deposition of Thomas Varvaro, May 8, 2019, pages 329, 332; CDXCA_00463678; CDXCA_00464289.

pTeroPure and NIAGEN products, ChromaDex would not have needed to establish the Western Alliance Bank revolving line of credit.[568] Therefore, ChromaDex has incurred out-of-pocket costs as a result of Mark Morris's omissions regarding Elysium's intent to withhold payment for the June 30 Purchase Orders, and Elysium not paying the approximately $3.0 million due to ChromaDex for the NIAGEN and pTeroPure ingredients delivered under the June 30 Purchase Orders.[569]

In order to calculate ChromaDex's out-of-pocket expenses to establish the Bridge Bank revolving line of credit, I have reviewed ChromaDex financial reports and held discussions with ChromaDex personnel. Based upon my review of the information provided, ChromaDex incurred out-of-pocket financing expenses of approximately $238,000 related to the Western Alliance Bank revolving line of credit (**Schedule 11**). This is comprised of ChromaDex's expenses related to broker fees, audit fees, credit facility fees, bank diligence fees and collateral monitoring fees **(Schedule 11)**.[570]

Mark Morris's Compensation

As it relates to ChromaDex's claimed wrongful acts by Mark Morris, and Elysium's aiding and abetting Mark Morris's wrongful acts, I have been asked to identify my opinion regarding certain compensation Mark Morris received from ChromaDex, and from Elysium related to the accused Basis products.

I have reviewed certain information associated with Mark Morris's compensation, including: ChromaDex's Employee Paystubs Report related to Mark Morris's compensation

[568] Discussions with ChromaDex personnel.
[569] Deposition of Thomas Varvaro, May 8, 2019, pages 328-329, 332.
[570] Discussions with ChromaDex personnel.

from ChromaDex; Mark Morris's salary from Elysium, Elysium shares of common stock granted to Mark Morris, valuations of Elysium's common stock on a non-marketable, minority basis, and Mark Morris's deposition testimony in this case.[571] Based upon my review of these documents, I have estimated certain compensation received by Mark Morris from ChromaDex and Elysium.

In order to inform the Court, I have been asked to provide analysis of Mark Morris's compensation for two time periods, including: (1) from February 20, 2016 to July 16, 2016 for Mark Morris's compensation from ChromaDex; and (2) from August 1, 2016 through December 2018 for Mark Morris's compensation from Elysium.[572] Accordingly, I have estimated Mark Morris's compensation to total approximately [redacted] for both of these periods combined (**Schedule 14**).[573] This total is comprised of approximately [redacted] for the period from February 20, 2016 to July 16, 2016 and approximately [redacted] for the period from August 1, 2016 through December 2018 (**Schedule 14**).[574] These totals include Mark Morris's compensation involving his salary, regular pay, paid time off ("PTO"), holiday pay, and/or stock-based compensation (**Schedule 14**).[575] I understand that ChromaDex may be entitled to all, or a portion, of these

[571] CDXCA_00464178-181; ELY_0067769-772; ELY_0008125 (click "Detailed Cap 8-15-16" worksheet); ELY_0107628-674 at 630; Deposition of Mark Morris, April 24, 2019, page 336.
[572] On February 20, 2016, Mark Morris advised Elysium that "[i]f you do human research then you can consider going back to those guys and say the royalty should go towards funding the study. They will want access to the data but not for marketing purposes and the ability to review the protocol. It might be worth it if you want assist funding the study and attempting to strengthen the partnership. Or it might be better to not strengthen the partnership :)" (ELY_0085617 (E.g., at February 20, 2016, Text ID Nos.=15696, 15697, 15698, Location=Chat).
[573] To the extent the Court finds alternative time periods to be at issue, my calculations can be adjusted accordingly.
[574] E.g., [redacted]
[575] In addition, Elysium produced documents, and an associated website link, suggesting that Mark Morris was provided with a corporate apartment by Elysium, at $2,800 rent per month, starting in August 2016. At this time, I have not seen the number of months that Mark Morris was provided with the corporate apartment. I have not included the corporate apartment as a component of Mark Morris's compensation to date. Should additional pertinent information become available after the date of this report, I may update my calculations (ELY_0069140; https://streeteasy.com/building/167-elizabeth-street-manhattan/5s). Further, to the extent the Court finds alternative elements of Mark Morris's compensation to be at issue, or a portion thereof, my calculations may be adjusted as necessary.

compensation elements due to ChromaDex's claims for misappropriation of trade secrets, breach of contract and/or breach of fiduciary duty against Mark Morris.

b) Breach of Contract (Elysium)

I have calculated damages incurred by ChromaDex resulting from Elysium's breach of the Supply Agreements.[576] I understand that "[a] claim for breach of contract has four elements: a valid contract, plaintiff's performance, defendant's breach and damages."[577] I also understand that damages in a breach of contract are "the amount which will compensate the party aggrieved for all the detriment proximately caused [by the breach], or which, in the ordinary course of things, would be likely to result therefrom."[578] Additionally, regarding breach of contract damages:

> Generally, the measure of damages to be applied in fashioning a remedy for breach of contract are so-called expectation damages. The goal of these damages is to "'compensate [] the [plaintiff] for the loss of his 'expectational interest'—the benefit of his bargain which full performance would have brought," "The 'benefit of the bargain' measure of damages is the difference between the actual value of what the plaintiff has received and that which he expected to receive," and ("The goal is to put the plaintiff in as good a position as he or she would have occupied if the defendant had not breached the contract.")"[579]

I also understand that, in some circumstances, California law has permitted disgorgement of improperly obtained profits as a remedy for breach of contract, and permitted that it was appropriate for defendant to return to plaintiff the value or benefit that defendant received.[580]

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[576] Fifth Amended Complaint, November 27, 2018, pages 19-20, 33-38.
[577] Copart, Inc. v. Sparta Consulting, Inc., 277 F.Supp.3d 1127, 1144 (E.D. Cal. 2017).
[578] Cellular Accessories for Less, Inc. v. Trinitas LLC, No. CV 12-06736 DDP SHX, 2014 WL 4627090, at *8 (C.D. Cal. Sept. 16, 2014).
[579] Young v. Wideawake Death Row Entm't, LLC, 2011 U.S. Dist. LEXIS 54631, *5 (C.D. Cal. May 16, 2011) (citations omitted).
[580] Ajaxo Inc. v. E*Trade Group, Inc., 135 Cal.App.4th 21, 56-57 (2005).

EXHIBIT 102

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

ChromaDex, Inc., Plaintiff, v. Elysium Health, Inc. and Mark Morris, Defendants.	Case No. SACV 16-02277-CJC(DFMx)
Elysium Health, Inc., Counterclaimant, v. ChromaDex, Inc., Counter-Defendant.	

REBUTTAL / SUPPLEMENTAL EXPERT REPORT OF LANCE E. GUNDERSON

July 26, 2019
Date

Lance E. Gunderson

Healthspan, respectively.[20] Dr. Cockburn describes the prices he relies on as "the lowest price previously paid by a ChromaDex third-party customer as of that date."[21]

In his Exhibit 3 calculations, the first single order that Dr. Cockburn relied on involves an invoice dated February 5, 2014, for 1 kilogram of NIAGEN to Innovations 4 Health for $1,000.[22] The second single order that Dr. Cockburn relied on for his Exhibit 3 calculations involves an invoice dated February 2, 2015, for 1 kilogram of NIAGEN to Proctor & Gamble for $100.[23] However, I understand that these two kilograms were provided for sample and/or introductory purposes only and not for use in commercial products.[24] After the 1 kilogram was provided, Innovations 4 Health did not order any additional NIAGEN from ChromaDex (Suzi Alter, who has the same "Customer Number" as Innovations 4 Health, was only supplied by ChromaDex with 1 kilogram of NIAGEN in February 2014 for $1,000), and Proctor & Gamble did not order any additional NIAGEN from ChromaDex at $100 per kilogram.[25] I do not find these orders to be properly considered by Dr. Cockburn or reflective of per kilogram pricing for NIAGEN volumes purchased by ChromaDex customers for commercial supply over the relevant timeframe.[26]

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[20] Expert Report of Dr. Iain M. Cockburn, June 21, 2019, page 62; Deposition of Troy Rhonemus, March 28, 2019, page 162; Deposition of Thomas C. Varvaro, April 2, 2019, page 183.
[21] Expert Report of Dr. Iain M. Cockburn, June 21, 2019, page 62; Deposition of Troy Rhonemus, March 28, 2019, page 162; Deposition of Thomas C. Varvaro, April 2, 2019, page 183.
[22] CDXCA_00449733. Dr. Cockburn also relies on this order in his Exhibit 4 calculations (Expert Report of Dr. Iain M. Cockburn, June 21, 2019, Exhibit 4).
[23] Expert Report of Dr. Iain M. Cockburn, June 21, 2019, page 62. I noted that, among other errors, Dr. Cockburn's Exhibit 3 incorrectly identifies "Third-party NR volume (per kilogram)" for Proctor & Gamble's February 2, 2015 invoice as 30 kilograms, instead of 1 kilogram (See CDXCA_00449733 for February 2, 2015 invoice involving Proctor & Gamble).
[24] Discussions with ChromaDex personnel. In his report, Dr. Cockburn states that he provides Exhibit 4, alternatively, "[i]n the event that the $100 per kilogram sale to Proctor & Gamble is disregarded" (Expert Report of Dr. Iain M. Cockburn, June 21, 2019, page 62).
[25] Suzi Alter and Innovations 4 Health have the same "Customer Number." Suzi Alter was later supplied by ChromaDex with 1 kilogram of NIAGEN in February 2014 for $1,000. Proctor & Gamble was later supplied by ChromaDex with 2 additional kilograms of NIAGEN in March 2015, but for $2,000 per kilogram (CDXCA_00449733).
[26] Discussions with ChromaDex personnel; CDXCA_00449733.

In his Exhibit 4 calculations, one of the orders that Dr. Cockburn relied on involves an invoice dated February 10, 2015, for 30 kilograms of NIAGEN to Live Cell at $900 per kilogram.[27] Another single order from Live Cell that Dr. Cockburn relied on in his Exhibit 4 calculations involves an invoice dated August 24, 2015, for 300 kilograms of NIAGEN for $800 per kilogram.[28] However, Dr. Cockburn only considers two single Live Cell orders. He fails to take into account NIAGEN volumes purchased by Live Cell over any span of time. I understand that annual timeframes generally thought of in the market space include an annual calendar year, annual trailing 12-months, and/or annual trailing 4-quarters.[29] When NIAGEN volumes purchased by Live Cell are considered, this shows that Elysium would not be entitled to MFN pricing as it was not the largest purchaser of NIAGEN volumes over any annual timeframe (**Schedule 4**; **Schedule 5**; **Schedule 6**).[30]

Another order that Dr. Cockburn improperly relied on for his Exhibit 4 calculations involves an invoice dated March 29, 2016 for 90 kilograms of NIAGEN to Lief Organics listing $500 per kilogram.[31] I understand that Lief Organics has been a contract manufacturing organization for Healthspan.[32]

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[27] Expert Report of Dr. Iain M. Cockburn, June 21, 2019, Exhibit 4.
[28] Expert Report of Dr. Iain M. Cockburn, June 21, 2019, Exhibit 4.
[29] Discussions with ChromaDex personnel.
[30] In order to inform the Court, I have also provided total orders volumes for commercial supply of NIAGEN to certain ChromaDex's customers from February 1, 2014 to April 30, 2016 (**Schedule 4**) (CDXCA_00118906-916; ELY_0048077-079). This provides further support to demonstrate that Elysium was not the largest purchaser of NIAGEN in the term of the NIAGEN Supply Agreement.
[31] Expert Report of Dr. Iain M. Cockburn, June 21, 2019, Exhibit 4. I understand that for accounting purposes, because the invoice arrived as one order, the invoice improperly listed a $500 per kilogram as a shortcut, rather than showing the agreed selling price of $1,000 per the NIAGEN Supply Agreement (CDXCA_00009542-543; CDXCA_00169881-882; Discussions with ChromaDex personnel). Troy Rhonemus of ChromaDex testified that the $500 was "part of the deal for equity" in Healthspan and "is not the real price … because it's part of the deal that was done with Healthspan" (Deposition of Troy Rhonemus, March 28, 2019, pages 162-164). Accordingly, the selling price for the NIAGEN was $1,000 per kilogram. Thomas Varvaro of ChromaDex testified that the price did not change respect to Healthspan (Deposition of Thomas C. Varvaro, April 2, 2019, pages 173-174). When asked if ChromaDex sold 90 kilograms of NR to Healthspan for $500 a kilogram, Frank Jaksch testified that ChromaDex did not, that ChromaDex sold the NIAGEN to Healthspan for $1,000 per kilogram. Thus, the selling price "was based on $1,000 a kilo. This transaction was $1,000 a kilo" (Deposition of Frank Jaksch, April 12, 2019, pages 208-212).
[32] Deposition of Troy Rhonemus, March 28, 2019, page 162; Deposition of Thomas C. Varvaro, April 2, 2019, page 183.

I have reviewed ChromaDex's August 2015 Exclusive Supply Agreement ("Exclusive Supply Agreement") with Healthspan and ChromaDex's filings with the Securities and Exchange Commission ("SEC"), and other documents produced by ChromaDex, related to ChromaDex's price per kilogram for NIAGEN sold to Healthspan. Regarding Price, under Section 2.5, the Exclusive Supply Agreement states:

> During the first year of the Term following expiration of the utilization of the Product supplied for free subject to Section 2.6 hereof, Seller and Buyer agree that the price per kilogram of Product shall be fixed at $1,000 (the 'Initial Price') subject to adjustment as set forth in Section 2.4. Following the first year of the Term following expiration of the utilization of the Product supplied for free subject to Section 2.6 hereof, the price per kilogram of Product shall remain at the Initial Price during the Initial Term until adjusted pursuant to Section 2.4.[33]

The Exclusive Supply Agreement states under Section 2.6, titled Initial Supply and Exclusivity Fee, that:

> in exchange for a 4% equity interest in Buyer as of the date hereof, Seller agrees to supply $500,000 of the Product free of charge at the Initial Price and in exchange for a 5% equity interest in Buyer as of the date hereof, Seller will grant Exclusivity Rights to Buyer.[34]

ChromaDex's SEC filing for the year-ended December 31, 2016, states: "[u]nder the terms of the Supply Agreement, Healthspan agreed to purchase NIAGEN from ChromaDex and ChromaDex granted to Healthspan worldwide rights for resale of specific dietary supplements containing NIAGEN in certain direct response channels;" [p]ursuant to the terms of the Supply Agreement, in exchange for a 4% equity interest in Healthspan, ChromaDex agreed to initially supply NIAGEN to Healthspan up to a certain amount, and in exchange for an additional 5% equity interest in Healthspan, ChromaDex would grant to Healthspan certain exclusive rights to resell NIAGEN;" "[i]n connection with the foregoing, also on August 28,

[33] CDXCA_00059152-230 at 152, 155.
[34] CDXCA_00059152-230 at 155.

2015, ChromaDex and Healthspan entered into an interest purchase agreement and limited liability company agreement pursuant to which ChromaDex was issued 9% of the outstanding equity interests of Healthspan;" and "[d]uring the year ended December 31, 2016, ChromaDex shipped NIAGEN to Healthspan to satisfy part of its obligation to supply a certain amount of NIAGEN in exchange for the 4% equity interest in Healthspan, which ChromaDex's cost was approximately $20,000."[35] The ChromaDex SEC filing indicates that NIAGEN supplied to Healthspan for equity interest was recorded at cost.[36]

An April 22, 2016 email from James Lee, Controller of ChromaDex, to Tom Varvaro Former CFO of ChromaDex with the subject of "Memo - Healthspan Investment Cost Method," and including an attachment called "Memo - Investment in Healthspan Cost vs Equity Method (04212016).docx," states "[h]ere is a memo that I will be sending to the auditors stating that we will record $20,317 as long term investment (our cost of 45kg shipped for free) and that we will apply cost method of accounting for our investment."[37]

In an April 21, 2016, ChromaDex memorandum that was attached, with the subject "Investment in Healthspan, LLC - Cost vs. Equity Method of Accounting," ChromaDex stated "[pursuant to the terms of the Supply Agreement, in exchange for a 4% equity interest in Healthspan, the Company agreed to initially supply up to $500,000 worth of NIAGEN at $1,000 per kilogram to Healthspan free of charge and, in exchange for an additional 5% equity interest in Healthspan, the Company will grant to Healthspan certain exclusive rights to resell NIAGEN in certain direct response channels."[38]

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[35] CDXCA_00259354-507 at 446. See also, CDXCA_00260049-100 at 059-060; CDXCA_00259210-353 at 288, 320-321.
[36] CDXCA_00259354-507 at 414.
[37] Deposition of Thomas C. Varvaro, April 2, 2019, pages 173-174, Deposition Exhibit 122 (CDXCA_00166399-404 at 399).
[38] Deposition of Thomas C. Varvaro, April 2, 2019, pages 173-174, Deposition Exhibit 122 (CDXCA_00166399-404 at 400).

As indicated in the April 2016 memorandum, under the ChromaDex-Healthspan NIAGEN Supply Agreement, ChromaDex agreed to initially supply up to $500,000 of NIAGEN for $1,000 per kilogram to Healthspan free of charge in exchange for an equity interest in Healthspan.[39] The memorandum states the "supply of NIAGEN to Healthspan will be arm's length transactions as we will be selling the ingredients at a market price, not at a preferential discounted price. The current agreed selling price is $1,000 per kilogram, which is within the range we offer to our other customers, from $800 to $1,300 per kilogram."[40]

Therefore, when accounting for the "in kind" payment related to the Healthspan equity, ChromaDex sold NIAGEN to Healthspan, through its CMO Lief Organics, at $1,000 per kilogram, not $500 as Dr. Cockburn asserts.[41] Thus, in addition to improperly conducting his analysis using a single order, Dr. Cockburn fails to take into account the proper NIAGEN selling price of $1,000 per kilogram for the order. Had Dr. Cockburn conducted the proper analysis, Elysium would not be entitled to further MFN pricing over the pricing it received.

For each of his alternative figures shown in Exhibit 3 and Exhibit 4, Dr. Cockburn calculates purported damages for the largest order of NIAGEN ever ordered by Elysium. Elysium never paid for this large order.[42] The order is for an invoice dated July 1, 2016, for 3,000 kilograms of NIAGEN that lists $800 per kilogram as the selling price. It does not make economic sense for Dr. Cockburn to contend damages on an order for which Elysium did not pay. Even assuming that Elysium had paid for the NIAGEN, I understand that ChromaDex provided the $800 price (as opposed to the $1,000 price ChromaDex charged Elysium on its

[39] Deposition of Thomas C. Varvaro, April 2, 2019, pages 173-174, Deposition Exhibit 122 (CDXCA_00166399-404 at 400).
[40] Deposition of Thomas C. Varvaro, April 2, 2019, pages 173-174, Deposition Exhibit 122 (CDXCA_00166399-404 at 402-403).
[41] Deposition of Frank Jaksch, April 12, 2019, pages 208-212.
[42] Deposition of Frank Jaksch, April 12, 2019, page 180.

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
(SOUTHERN DIVISION)

ChromaDex, Inc.,
Plaintiff,

v.

Elysium Health, Inc. and Mark Morris,
Defendants.

Case No. 8:16-02277-CJC (DMF)

EXPERT REPORT OF DR. IAIN M. COCKBURN

(JUNE 21, 2019)

commercial terms on NR customers; ChromaDex's ability to price discriminate among customers; and ChromaDex's ability to earn economic profits that would not otherwise prevail in a competitive market.

13. From an economic perspective, ChromaDex has committed patent misuse by tying customer purchases of its patented NR ingredient to mandatory licenses or mandatory use of its NIAGEN trademark.

14. ChromaDex's efforts to use its patent monopoly to establish NIAGEN as the founding trade name for NR has resulted in significant, ongoing anticompetitive effects in the market. These anticompetitive effects can be expected to persist even after the patent monopoly is lost.

15. ChromaDex's patent misuse has not been purged. ChromaDex's patent misuse has had, and will continue to have, anticompetitive effects. ChromaDex continues to use the NIAGEN mark and reap the benefits of its misuse. In addition, Elysium has not, to date, recovered monies it was coerced into paying ChromaDex under the terms of its mandatory trademark license, nor has it recovered the opportunity cost of those monies.

16. Elysium suffered economic damages of $4.39 million or $1.74 million – depending on which of two relevant NR sales spreadsheets produced by ChromaDex is complete and accurate – resulting from ChromaDex's breach of its contractual MFN Provision; calculated as the difference between the total dollar amount actually paid by Elysium and the amount paid Elysium would have paid had it been extended the lowest relevant price paid by a ChromaDex customer buying equal or lower volume.

17. Elysium has suffered lost profits damages of between $68,355 and $571,981 on lost sales it would have made but-for ChromaDex's breach of Elysium's product exclusivity. Elysium alleges ChromaDex breached certain provisions of the NR Supply Agreement by facilitating the third party sale of competing dietary supplements comprised of both NR and pterostilbene (or any ingredients that are substantially similar thereto); in combination, whether in the same delivery mechanism or packaging or in a separate form or packaging but marketed together; a "combination" exclusivity specifically granted to Elysium by ChromaDex.

18. Elysium has suffered economic damages of $221,000 resulting from ChromaDex's breach of its contractual cGMP provision, calculated as the difference between the total dollar amount Elysium actually paid, based on the price it bargained for under the belief that ChromaDex would supply cGMP-compliant material, and the amount it would have paid based on the average price bargained for by large volume Elysium customers to which ChromaDex did not make this commitment.

19. My opinions, and the bases for them, are set forth in more detail below.

34. ChromaDex's NR supply agreements include contractual language that required various customers to license and use the NIAGEN trademark on their finished consumer product under terms contained in separate trademark license agreements ("TLAs").[28] This contractual requirement tying together the supply of NR with use or licensing of ChromaDex's NIAGEN trademark was present when ChromaDex first began licensing its NR ingredient. ChromaDex's first supply agreement, with Thorne, provides that "***Buyer agrees to use the Product trademark NIAGEN.***"[29] With few exceptions and with only minor differences among them, ChromaDex's supply agreements generally required that:

> ***Buyer shall use the Product trademark NIAGEN***, and agrees to do so in accordance with the Trademark License Agreement that shall be executed by the Parties prior to the sale or marketing of Finished Product.[30]

Therefore, third party licensees were contractually obligated to license and, in the majority of instances, use the ChromaDex trademarks in order to obtain NR from ChromaDex.[31]

35. In February 2014, June 2014, and February 2016, Elysium and ChromaDex executed and amended agreements under which ChromaDex agreed to supply certain ingredients (including NR) for use in Elysium's dietary supplement, BASIS.[32] Under the terms of the February 2014 NR supply agreement, ChromaDex agreed to supply Elysium with NR, subject to certain restrictions, for a "Maximum Price" of $1,300 per kilogram conditioned on certain minimum purchase commitments.[33] Among other terms in the agreement, Elysium received a "most favored nation" pricing provision entitling it to the lowest

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[28] *See, e.g.*, CDXCA_00031414 at 31419; CDXCA_00008496 at 8497; CDXCA_00008508 at 8512; CDXCA_00027271 at 27272; CDXCA_00027392 at 27393; CDXCA_00243110 at 243111; CDXCA_00027515 at 27516; CDXCA_00008653 at 8657; CDXCA_00027740 at 27741; CDXCA_00210959 at 210962; CDXCA_00008797 at 8800; CDXCA_00005450 at 5455; CDXCA_00008946 at 8949; CDXCA_00062195 at 62197.

[29] CDXCA_00005450 at 5455 (emphasis added).

[30] *E.g.*, CDXCA_00027392 at 27395 (emphasis added).

[31] *Id.*; CDXCA_00008496 at 8497; CDXCA_00008508 at 8512; CDXCA_00027271 at 27272; CDXCA_00027392 at 27393; CDXCA_00243110 at 243111; CDXCA_00027515 at 27516; CDXCA_00008653 at 8657; CDXCA_00031414 at 31419; CDXCA_00245404-412 at 245408; CDXCA_00027740 at 27741; CDXCA_00210959 at 210962; CDXCA_00008797 at 8800; CDXCA_00005450 at 5455; CDXCA_00008946 at 8949; CDXCA_00062195 at 62197; CDXCA_00207931-941 at 207937.

[32] CDXCA_00061424 - 61434; CDXCA_00145728 - 145735; CDXCA_00061443 - 61446.

[33] CDXCA_00061424 at 61426. Under the terms of the supply agreement, Elysium was excluded from certain fields (*e.g.* practitioner channel and multi-level marketing channel). *Id.* at 61425.

commercial NR ingredient price being paid by any ChromaDex customer purchasing an equal or lesser volume of NR, and a guarantee that its NR supply would be manufactured according to cGMP Part 210 and 211, applicable to pharmaceuticals.[34]

36. On February 19, 2016 the parties' amended certain terms of the supply agreement, granting Elysium exclusivity over the manufacture and sale of "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."[35]

37. Under the terms of the February 2014 TLA, Elysium was required to pay a minimum royalty of 5% on net sales of its BASIS product for a license to the ChromaDex trademarks even though Elysium had specifically negotiated an exemption from the requirement to use these marks.[36] Based on information summarized in ChromaDex royalty reports, Elysium was required to pay ChromaDex approximately $496,000 in trademark royalties through Q2:2016 under the terms of the TLA.[37]

38. ChromaDex intended to use its trademark licensing scheme to develop a brand name around its NR ingredient so that consumers would think of NR and NIAGEN synonymously.[38] By ChromaDex's design, many of its third party licensees marketed their NR products under brand names that included the NIAGEN mark, with a number of licensees using "NIAGEN" as the primary product identifier in advertising, marketing, and customer communications.[39] In fact, as ChromaDex recognized by late 2016, five out of six of its most prominent DTC licensees were "using NIAGEN as their *primary* brand

[34] CDXCA_00061424 at 61426, 61427.

[35] CDXCA_00061443 - 61446.

[36] CDXCA_00061402 - 61405, Deposition of ChromaDex 30(b)(6) at 74:3-6, Deposition of Eric Marcotulli at 93:24-25, 109:1-7.

[37] CDXCA_00006939 - 6939, CDXCA_00006948 - 6948, CDXCA_00059349 - 59349, CDXCA_00100914 - 100914, CDXCA_00101783 - 101783, CDXCA_00007068 - 7068. I note that Elysium's trademark royalty rate increased from 5.0% to 5.5% of net sales beginning in 2016 as a result of its effective NR ingredient price falling from an average of $1,121.78 per kilogram in 2015 to $1,000 per kilogram beginning in Q1:2016.

[38] Deposition of Robert Fried at 152:4-11.

[39] Deposition of Troy Rhonemus, at 182:20-183:4; *see* Figure A, below.

Executed on June 21, 2019 in Boston, MA.

Iain M. Cockburn

Exhibit 104

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

ELY_0067768
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Highly Confidential – Attorneys' Eyes Only

ELYSIUM HEALTH, INC.
594 Broadway, Suite 707
New York, NY 10012

June 26, 2016

Mark Morris
[redacted]

Re: Offer of Employment by Elysium Health, Inc.

Dear Mark:

I am very pleased to confirm our offer to you of employment with Elysium Health, Inc., a Delaware Corporation (the "***Company***"), commencing on August 1, 2016. You will initially report to Eric Marcotulli in the position of Head of New Technology. The terms of our offer and the benefits currently provided by the Company are as follows:

1. **Starting Salary**. Your starting salary will be [redacted] per year and will be subject to annual review.

2. **Benefits**. In addition, you will be eligible to participate in regular health insurance, bonus and other employee benefit plans established by the Company for its employees from time to time.

The Company reserves the right to change or otherwise modify, in its sole discretion, the preceding terms of employment.

3. **Confidentiality**. As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard "Employee Invention Assignment, Confidentiality and Non-Competition Agreement" ("***EIACNA***") as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing

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Page 1129

with the Company or in preparing to engage in competition with the business or proposed business of the Company.

4. **No Breach of Obligations to Prior Employers**. You represent that your signing of this offer letter, agreement(s) concerning stock options granted to you, if any, under the Plan (as defined below) and the Company's EIACNA and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

5. **Equity Awards**. We will recommend to the Board of Directors of the Company (the "***Board***") that you be granted the opportunity to purchase up to [redacted] (the "***Option***") of Common Stock of the Company ("***Common Stock***") under our 2015 Equity Incentive, as amended from time to time (the "***Plan***"), at the fair market value of the Company's Common Stock, as determined by the Board on the date the Board approves such grant. The shares subject to the Option will vest at the rate of [redacted] thereafter, so long as you remain employed by the Company. However, the grant of such Option by the Company is subject to the Board's approval and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company. Further details on the Plan and any specific option grant to you will be provided upon approval of such grant by the Board.

6. **At-Will Employment**. While we look forward to a long and profitable relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any equity award or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at-will employment status may only occur by way of a written employment agreement signed by you and the Chief Executive Officer of the Company.

7. **Authorization to Work**. Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.

8. **Arbitration**. You and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment with the Company and the termination thereof, including, but not limited to, claims for unpaid wages, wrongful termination, torts, membership interests or equity awards or other

ownership interest in the Company, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation or constitutional provision except that each party may, at its, his or her option, seek injunctive relief in court related to the improper use, disclosure or misappropriation of a party's private, proprietary, confidential or trade secret information. All arbitration hearings shall be conducted in New York County, New York. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS. This Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee's ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted through JAMS before a single neutral arbitrator, in accordance with the JAMS employment arbitration rules then in effect. The JAMS rules may be found and reviewed at http://www.jamsadr.com/rules-employment-arbitration. If you are unable to access these rules, please let me know and I will provide you with a hardcopy. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based.

9. **Background Check.** This offer is contingent upon a satisfactory verification of criminal, education, driving and/or employment background. This offer can be rescinded based upon data received in the verification.

10. **Entire Agreement**. This offer, once accepted, constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter. You acknowledge that neither the Company nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.

11. **Acceptance**. This offer will remain open until August 15, 2016. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

[*Signature Page Follows*]

We look forward to the opportunity to welcome you to the Company.

Very truly yours,

Dan Alminana

Chief Operating Officer

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

Mark Morris

Date signed: 7.14.16

Mark Morris

Exhibit 104
Page 1132

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Highly Confidential –

Exhibit 105

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

From: Mark Morris [Mark Morris <mark@elysiumhealth.com>]
Sent: Tuesday, January 17, 2017 5:02 PM
To: [redacted]
Subject: Re: Schedule

Hi Chuck – I really appreciate the update. We are in panic mode over here with supply dwindling so your communication is beyond helpful. Please keep me updated on a daily basis. I am so very grateful. Sincerely, Mark

---

From: [redacted]
Date: Tuesday, January 17, 2017 at 11:59 AM
To: Mark Morris <mark@elysiumhealth.com>
Subject: RE: Schedule

Hi Mark,
We are looking at starting next week. Equipment is in the process of being cleaned and raws have been ordered for both the engineering and commercial batches. Once we get started, there shouldn't be any interruption of the supply. The ribofuranose is here and the nicotinamide is expected shortly. I'll update you when everything is here and when we start.
-Chuck

From: Mark Morris [mailto:mark@elysiumhealth.com]
Sent: Tuesday, January 17, 2017 11:27 AM
To: [redacted]
Subject: Schedule

Hi Chuck - How are we looking on a starting date? What is the status on the raws for the engineering batches and the commercial batches. I really appreciate it. Sincerely, Mark

EXHIBIT 106

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

SOUTHERN DIVISION

ChromaDex, Inc.,

Plaintiff,

v.

Elysium Health, Inc. and Mark Morris,

Defendants.

Elysium Health, Inc.,

Counterclaimant,

v.

ChromaDex, Inc.,

Counter-Defendant.

Case No.: 8:16-cv-02277-CJC (DFM)

DEFENDANT MARK MORRIS'S RESPONSES AND OBJECTIONS TO CHROMADEX, INC.'S FIRST SET OF INTERROGATORIES TO MARK MORRIS

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Attorneys for Defendant
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PROPOUNDING PARTY: CHROMADEX, INC.

RESPONDING PARTY: MARK MORRIS

SET NUMBER: ONE

Pursuant to Federal Rules of Civil Procedure 26 and 33, and Central District of California Local Rule 33, Defendant Mark Morris ("Morris") hereby provides responses and objections to Plaintiff ChromaDex, Inc.'s ("ChromaDex") First Set of Interrogatories to Morris (the "Interrogatories").

PRELIMINARY STATEMENT

Morris's responses and objections to the Interrogatories are set forth below. By asserting the specific responses and objections stated below, Morris does not waive his right to challenge the relevancy, materiality, or admissibility of the Interrogatories or the responses, or the use of the Interrogatories or the responses thereto in any subsequent proceeding or trial in this action. Asserting the specific responses and objections stated below does not mean that responsive information or documents exist or are within Morris's possession, custody, or control.

The responses and objections stated below are based on the information presently available and known to Morris. Morris's investigation of this action is continuing, and that investigation may disclose additional information and/or documents that could lead to additions to, changes in, or variations from these responses and objections. Morris therefore reserves his right to amend, modify, or supplement the responses and objections below as new information becomes available should such amendments, modifications, or supplements become appropriate.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

1. Morris objects to the Interrogatories, Definitions, and Instructions to the extent they seek to enlarge and/or expand the scope of discovery as set forth by the

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Federal Rules of Civil Procedure, the Local Rules of the Central District of California, and any applicable orders of the Court. Morris will respond to the Interrogatories in a manner consistent with these rules and orders.

2. Morris objects to each Interrogatory and the accompanying instructions and definitions to the extent that it seeks discovery of information or documents protected by the attorney-client privilege, the work product doctrine, the common interest privilege, or other applicable privileges and protections against disclosure. Nothing that Morris states in response to the Interrogatories is intended to or shall operate as a waiver by Morris of the attorney-client privilege, work product doctrine or any other immunity or protection of its communications, transactions or records from disclosure. Morris will not disclose or produce information protected by any such privilege or doctrine.

3. Morris objects to each Interrogatory to the extent it purports to require disclosure of (i) any information already in ChromaDex's possession, custody or control, (ii) information in the public domain or (iii) information not available to Morris.

4. Morris objects to each Interrogatory to the extent it seeks to impose an obligation upon Morris to identify and produce all potentially responsive information of which Morris is unaware as of the date of his response. Further investigation may reveal other responsive information. Morris will respond to the each of the Interrogatories to the best of his current knowledge and will conduct a diligent and reasonable search for information that is reasonably responsive to each of the Interrogatories, but reserves the right to make use of, or introduce in any hearing or at trial, documents and information not known to exist at the time of his response including, but not limited to, information obtained in discovery in this action.

5. Morris objects to each Interrogatory to the extent that it seeks to violate the right to privacy, including information protected by the right to privacy afforded

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by California Constitution, Article I, Section 1.

6. If ChromaDex subsequently asserts an interpretation of an Interrogatory that differs from that of Morris, then Morris reserves his right to supplement his responses and/or objections.

7. Morris reserves all objections or other questions as to the competency, relevancy, materiality, privilege, or admissibility as evidence in any subsequent proceeding or trial of this or any other action for any purpose whatsoever, with respect to the responses herein and any piece of information identified or provided in response to the Interrogatories.

8. Morris objects to Definition No. 1 to the extent "ChromaDex" is defined to include "ChromaDex, Inc. and each of its officers, directors, employees, partners, corporate parent, subsidiaries, affiliates, attorneys, accountants, consultants, representatives and agents." This definition includes references that have no relationship to ChromaDex's corporate structure and thus is vague. Moreover, the definition is overbroad to the extent it is defined to include "attorneys, accountants, [and] consultants."

9. Morris objects to Definition No. 2 to the extent "Communication" is defined to include "*any* transmission of information" (emphasis added) and is therefore vague, overbroad, and not proportional to the needs of this case.

10. Morris objects to Definition No. 3 because the definition of "Concerning" is vague and overbroad, such as its inclusion of something "indirectly" relating to a stated subject matter.

11. Morris objects to Definition No. 5 to the extent "Elysium" is defined to include "Elysium Health, Inc. and each of its officers, directors, employees, partners, corporate parent, subsidiaries, affiliates, attorneys, accountants, consultants, representatives and agents." This definition includes references that have no relationship to Elysium's corporate structure and thus is vague. Morris will construe

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this definition to refer only to Elysium and its officers, directors, or employees.

12. Morris objects to Definition No. 6 as vague and overbroad to the extent the definition of "Ingredient Sales Spreadsheet" includes "all versions thereof."

13. Morris objects to Definition No. 7 because the definition of "Person" is vague and overbroad and, in particular, includes any "entity or association or any other cognizable entity."

14. Morris objects to Definition No. 8 as overbroad and vague because "Storage Device" is defined to include "*any* computing hardware that is used for storing, *porting* and extracting data files and *objects*, which can *hold and store* information temporarily and/or permanently, *and which is internal and/or external to a compute*r" (emphasis added).

15. Morris objects to Definition No. 10 to the extent the definition of "Identify Each Computer or Storage Device" includes "provide information sufficient to obtain production thereof by subpoena, discovery request, or court order" as vague, overbroad and not proportional to the needs of the case.

16. Morris objects to any definition in the Definitions and Instructions, including Definition Nos. 2, 3, 4 and 7, to the extent they deviate from the definitions contained in the Federal Rules of Civil Procedure, the Local Rules of the Central District of California, and any applicable orders of the Court. Morris will construe the use of any defined terms in the Interrogatories as they are defined by Federal Rules of Civil Procedure, the Local Rules of the Central District of California, including Local Rule 1.4, and any applicable orders of the Court. Morris also objects to the Definitions set forth in the Interrogatories to the extent they attempt to define words differently than or beyond their ordinary meaning.

17. Morris objects to the Instructions on the grounds and to the extent the instructions exceed the requirements of the Federal Rules of Civil Procedure, the Local Rules of the Central District of California, or any other applicable law or rule,

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including Instruction No. 5 because it calls for Morris to identify and describe documents no longer in existence, documents that cannot be located, or documents not in Morris's possession, custody, or control, and for Morris to describe their disposition, including identifying the person having knowledge of the disposition.

18. Morris objects to Instruction No. 6 on the grounds that the time period specified, "June 1, 2010 to the present" is overbroad, unduly burdensome, and seeks information that is not relevant to any party's claim or defense and not proportional to the needs of the case.

19. Morris's failure to object to an Interrogatory on a particular ground shall not be construed as a waiver of his right to object on that ground or any additional ground at any time.

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SPECIFIC RESPONSES TO INTERROGATORIES

Morris hereby incorporates each of the above objections into each and every specific objection to each of the Interrogatories. Each of the following specific responses is subject to, and without waiver of, the above objections as well as any additional specific objections made to a particular Interrogatory.

INTERROGATORY NO. 1

IDENTIFY EACH COMPUTER OR STORAGE DEVICE used by YOU during YOUR employment at CHROMADEX, including without limitation any devices owned by YOU or under YOUR control.

RESPONSE TO INTERROGATORY NO. 1

Morris objects to Interrogatory No. 1 as vague and overly broad, by its inclusion of the terms "storage device" and "any devices." Morris further objects to the Interrogatory to the extent that it calls for information not relevant to any party's claims or defenses, and is not proportional to the needs of the case. Morris also objects to the Interrogatory because it seeks information already within ChromaDex's possession, custody or control, such as the identity of any computer or device that was owned or controlled by ChromaDex and used by Morris during his employment at ChromaDex.

Morris further objects to the Interrogatory to the extent that it purports to impose obligations beyond those permitted by the applicable provisions of the Federal Rules of Civil Procedure, the Local Rules of the Central District of California, or any applicable Court order. Morris also objects to the Interrogatory to the extent it seeks discovery of information or documents protected by the right to privacy, or any other applicable privilege or protection against disclosure.

Subject to and without waiving any of his objections, Morris identifies to the best of his knowledge the following computers or storage devices he owned or may

have used during his employment at ChromaDex:

- Computers owned by ChromaDex
  - Desktop computer
  - Laptop computer
- Personal computers
  - Apple desktop computer
  - Apple laptop computer
- Approximately two USB flash drives

INTERROGATORY NO. 2

IDENTIFY all DOCUMENTS and/or COMMUNICATIONS responsive to any requests in CHROMADEX'S First Set of Requests for Production to YOU that YOU deleted or destroyed from YOUR Computer and/or STORAGE DEVICE and IDENTIFY:

a. which Request for Production the DOCUMENT and/or COMMUNICATION is responsive to;

b. when YOU deleted or destroyed the DOCUMENT and/or COMMUNICATION; and

c. the method by which YOU deleted or destroyed the DOCUMENT and/or COMMUNICATION.

RESPONSE TO INTERROGATORY NO. 2

Morris objects to Interrogatory No. 2 to the extent that it is vague and overly broad, by its inclusion of the term "storage device." Morris also objects to the Interrogatory because "all documents and/or communications responsive to any requests in ChromaDex's First Set of Requests for Production" (the "Requests") calls for information not relevant to any party's claims or defenses, and is not proportional to the needs of the case.

Morris specifically incorporates each and every objection in Morris's

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Responses and Objections to ChromaDex's First Set of Requests for Production, including his objections to the definitions, instructions and specific responses to each of the Requests because the Interrogatory seeks Morris to identify, among other things, all documents and/or communications responsive to each of the Requests. Morris further objects to the Interrogatory as unduly burdensome because it requires Morris to identify documents responsive to 45 overbroad Requests, 38 of which seek "*all* documents and/or communications concerning" various subject matters (emphasis added). For example, Request No. 1 seeks "[a]ll Documents and/or Communications Concerning [Morris's] education, qualifications, experience, or skill as a manager or executive," and Request No. 2 seeks "[d]ocuments sufficient to show all versions of [Morris's] resume, curriculum vitae, LinkedIn profile, and other any other information Concerning [Morris's] educational and professional background." These two Requests alone seek to unduly burden Morris to, among other things, identify any draft of a resume or document since June 1, 2010 that concerns his "experience" that he may no longer have in his possession.

Morris further objects to the Interrogatory because it seeks information that is more appropriately, practically and conveniently addressed at a deposition.

Morris also objects to the Interrogatory to the extent that it purports to impose obligations beyond those permitted by the applicable provisions of the Federal Rules of Civil Procedure, the Local Rules of the Central District of California, or any applicable Court order, including to the extent it seeks to impose an obligation on Morris to have preserved information prior to the time Morris was required to do so under any applicable rules and laws.

Morris further objects to the Interrogatory to the extent it seeks discovery of information or documents protected by the attorney-client privilege, the work product doctrine, the common interest privilege, the right to privacy, or any other

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applicable privilege or protection against disclosure.

Due to the foregoing objections, including burden and over breath, it is not practical or possible for Morris to respond to this Interrogatory.

INTERROGATORY NO. 3

State all facts CONCERNING YOUR misappropriation of CHROMADEX'S INGREDIENT SALES SPREADSHEET, including, but not limited to:

a. the date YOU downloaded the file from CHROMADEX'S servers;
b. the methods by which YOU transported or transferred the INGREDIENT SALES SPREADSHEET;
c. the identity of each COMPUTER OR STORAGE DEVICE from which YOU or any other PERSONS downloaded the INGREDIENT SALES SPREADSHEET;
d. the identity of each COMPUTER OR STORAGE DEVICE to which YOU or any other PERSONS downloaded the INGREDIENT SALES SPREADSHEET;
e. the identity of any PERSONS with whom YOU shared the INGREDIENT SALES SPREADSHEET;
f. the date YOU transferred the INGREDIENT SALES SPREADSHEET to ELYSIUM;
g. the date the INGREDIENT SALES SPREADSHEET was downloaded to ELYSIUM'S servers; and
h. the identity of all PERSONS who had knowledge that, or were present when, the INGREDIENT SALES SPREADSHEET was downloaded to ELYSIUM'S servers.

RESPONSE TO INTERROGATORY NO. 3

Morris objects to Interrogatory No. 3 because it lacks foundation and calls for a legal conclusion, in particular, it states that there was a "misappropriation" by Morris of "ChromaDex's Ingredient Sales Spreadsheet."

Morris also objects to the Interrogatory because it is overbroad and seeks information beyond Morris's possession, custody or control because it requests "all facts concerning" the alleged "misappropriation" of "ChromaDex's Ingredient Sales Spreadsheet," including all facts concerning "any other persons," such as "the identity of each computer or storage device from which . . . *any other persons* downloaded the Ingredient Sales Spreadsheet," and "the identity of each computer or storage device to which . . . *any other persons* downloaded the Ingredient Sales Spreadsheet" (emphasis added).

Additionally, Morris objects to the phrases and terms "the file," "transported or transferred," "Storage Device," "[Morris] shared," "[Morris] transferred," and "had knowledge that, or were present when, the Ingredient Sales Spreadsheet was downloaded" as vague and ambiguous.

Morris further objects to the Interrogatory to the extent that it purports to impose obligations beyond those permitted by the applicable provisions of the Federal Rules of Civil Procedure, the Local Rules of the Central District of California, or any applicable Court order. Morris also objects to the Interrogatory because it calls for information not relevant to any party's claims or defenses, is not proportional to the needs of the case, and is already within ChromaDex's possession, custody or control.

Additionally, Morris objects to the Interrogatory to the extent it seeks discovery of information or documents protected by the attorney-client privilege, the work product doctrine, the common interest privilege, the right to privacy, or any other applicable privilege or protection against disclosure.

Subject to and without waiving any of his objections, Morris states that to the best of his knowledge:

Morris downloaded the Ingredient Sales Spreadsheet from his ChromaDex laptop to a USB flash drive sometime in late May 2016. At some time during his first few weeks of employment with Elysium, Morris downloaded the Ingredient Sales Spreadsheet from the USB flash drive to his computer at Elysium. No one had knowledge that, or was present when, Morris downloaded the Ingredient Sales Spreadsheet to his computer at Elysium.

Morris did not share the Ingredient Sales Spreadsheet with anyone other than employees or officers of ChromaDex, which occurred during the time Morris was employed by ChromaDex.

INTERROGATORY NO. 4

IDENTIFY all CHROMADEX DOCUMENTS and/or information YOU retained, used, accessed, or relied on following YOUR termination of employment with CHROMADEX.

RESPONSE TO INTERROGATORY NO. 4

Morris objects to Interrogatory No. 4 because "all ChromaDex Documents and/or information" that Morris "retained, used, accessed or relied on" is vague and ambiguous. Morris also objects to the Interrogatory because "all documents and/or information" that Morris "retained, used, accessed or relied on" calls for information not relevant to any party's claims or defenses, and is not proportional to the needs of the case.

Morris further objects to the Interrogatory to the extent that it purports to impose obligations beyond those permitted by the applicable provisions of the Federal Rules of Civil Procedure, the Local Rules of the Central District of California, or any applicable Court order, and calls for documents in the public domain or already within ChromaDex's possession, custody or control.

Morris also objects to the Interrogatory to the extent it seeks discovery of information or documents protected by the attorney-client privilege, the work product doctrine, the common interest privilege, the right to privacy, or any other applicable privilege or protection against disclosure.

Morris further objects to the Interrogatory because it seeks information that is more appropriately, practically and conveniently addressed at a deposition.

Dated: January 7, 2019

BAKER & HOSTETLER LLP

By: */s/ Joseph N. Sacca*
Joseph N. Sacca

Attorney For Defendant
Mark Morris

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ATTORNEYS AT LAW
LOS ANGELES

VERIFICATION

I, Mark Morris, being duly sworn, deposes and says that I am a defendant in this action, that I have read the foregoing answers to these interrogatories and know the contents thereof, and the same are true and correct to the best of my knowledge and belief.

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

Executed on January 7, 2019.

MARK MORRIS

By: _____
Mark Morris

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
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CERTIFICATE OF SERVICE

I hereby certify that on January 7, 2019, a true and correct copy of the foregoing was served via electronic mail on the following individuals:

Michael Attanasio, mattanasio@cooley.com
Barrett Anderson, banderson@cooley.com
Sophia Rios, srios@cooley.com
Jayme Staten, jstaten@cooley.com

Dated: January 7, 2019

BAKER & HOSTETLER LLP

By: */s/ Esterina Giuliani*
Esterina Giuliani

Attorneys For Defendant
Mark Morris

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