

Exhibit 1

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 9 *ChromaDex, Inc.*

10 **UNITED STATES DISTRICT COURT**
 11 **CENTRAL DISTRICT OF CALIFORNIA**
 12 **(SOUTHERN DIVISION)**

14 ChromaDex, Inc. ,
 15 Plaintiff,
 16 v.
 17 Elysium Health, Inc.,
 18 Defendant.

19 Elysium Health, Inc.,
 20 Counterclaimant,
 21 v.
 22 ChromaDex, Inc.,
 23 Counter-Defendant.

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

THIRD AMENDED COMPLAINT

(1) BREACH OF PTEROPURE SUPPLY AGREEMENT

(2) BREACH OF NIAGEN SUPPLY AGREEMENT

DEMAND FOR JURY TRIAL

1 Plaintiff ChromaDex, Inc. (“ChromaDex”) brings this action for breach of
2 contract against Elysium Health, Inc. (“Elysium”) and seeks money damages, interest,
3 and other relief. ChromaDex demands a jury trial.

4 **NATURE OF THE CASE**

5 1. This case stems from defendant Elysium’s concerted efforts to undermine
6 and harm ChromaDex through willful breaches of contract and failure to pay for
7 millions of dollars in product it received from ChromaDex and re-sold.

8 2. ChromaDex is Elysium’s sole authorized United States supplier of the two
9 fundamental active ingredients in Elysium’s only product: a dietary supplement named
10 “Basis.” ChromaDex owns the United States patent estate covering at least one of those
11 product components and supplied Elysium with NIAGEN®, a patented, proprietary
12 health ingredient that is comprised of nicotinamide riboside (“NR”), and pTeroPure®,
13 a patented, proprietary health ingredient made of pterostilbene. Elysium promised to
14 pay for those products, but now refuses to pay.

15 3. On information and belief, Elysium’s conduct and statements evidence its
16 intent to deliberately weaken and undermine ChromaDex by withholding payments for
17 products it ordered and received, making ChromaDex Elysium’s unwilling lender.

18 4. Beginning in at least the spring of 2016, Elysium became openly
19 antagonistic towards—and increased efforts to undermine, attack, and harm—
20 ChromaDex. In June 2016, Elysium induced ChromaDex to accept and fill large orders
21 of NIAGEN and pTeroPure while never intending to pay for them, by making false and
22 misleading representations. On information and belief, Elysium intended to make
23 ChromaDex its unwilling banker and lender, supporting Elysium’s business by
24 supplying Elysium with the two essential ingredients required for Elysium’s product,
25 but never intending to pay for them.

26 5. While simultaneously ordering extraordinarily large volumes of the
27 essential ingredients from ChromaDex, Elysium also planned and implemented an
28 employee raid of two senior ChromaDex employees before revealing the Elysium

1 would refuse to pay for the product it ordered. Shortly after the product was delivered,
2 the two senior ChromaDex employees abruptly resigned and accepted employment with
3 Elysium.

4 6. Elysium's breaches have caused millions of dollars of damages to
5 ChromaDex.

6 **JURISDICTION AND VENUE**

7 7. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 because
8 the matter in controversy exceeds the sum or value of seventy-five thousand U.S.
9 Dollars (\$75,000), exclusive of interest and costs, and involves a Delaware Corporation
10 with its principal place of business in New York and a California Corporation with its
11 principal place of business in California.

12 8. Venue is proper in this District under 28 U.S.C. § 1391 because
13 ChromaDex is located in Orange County, California.

14 **PARTIES**

15 9. Plaintiff ChromaDex is a California Corporation with its principal place of
16 business located at 10005 Muirlands Blvd, Suite G, Irvine, CA 92618. ChromaDex
17 discovers, acquires, develops, and commercializes patented and proprietary ingredient
18 technologies in the dietary supplement, food, beverage, skin care, and pharmaceutical
19 markets. Its portfolio of patented ingredient technologies includes NIAGEN®,
20 pTeroPure®, PUREENERGY®, ProC3G®, and AnthOrigin™.

21 10. Defendant Elysium is a Delaware Corporation with its principal place of
22 business located at 594 Broadway, Suite 707, New York, NY, 10012. Elysium
23 describes itself as a company that utilizes science and technology to create consumer
24 health products.

25 **FACTUAL ALLEGATIONS**

26 **ChromaDex and Elysium**

27 11. ChromaDex sells NIAGEN and other ingredients to customers across the
28 country, one of which was Elysium.

1 12. NIAGEN is composed of NR. NR is found naturally in trace amounts in
2 milk and other foods and is a B3 vitamin metabolite. The body converts NR into
3 Nicotinamide Adenine Dinucleotide (“NAD+”), which is an essential molecule found
4 in every living cell. NR increases NAD+ levels in the body, which promote cellular
5 metabolism, mitochondrial function, and energy production.

6 13. NIAGEN is a patented, proprietary dietary ingredient owned by
7 ChromaDex. ChromaDex is the sole owner of the brand “NIAGEN” and the exclusive
8 licensee to several patents related to NR and its manufacture.

9 14. pTeroPure is made up of pterostilbene, which activates a very specific
10 nuclear receptor known as PPAR-alpha. Nuclear receptors are proteins that activate
11 gene expression. PPAR-alpha is activated during fasting states or the prolonged periods
12 without food. Once activated, PPAR-alpha controls lipid metabolism among other
13 essential functions.

14 15. ChromaDex is the sole owner of the brand “pTeroPure.”

15 16. ChromaDex sold—and Elysium promised to buy and pay for—NIAGEN
16 and pTeroPure pursuant to three contracts: (1) the NIAGEN Supply Agreement, dated
17 February 3, 2014 (attached hereto as Exhibit A), as amended by the Amendment to
18 Supply Agreement, dated February 19, 2016 (attached hereto as Exhibit B) (as so
19 amended, the “NIAGEN Supply Agreement”); (2) the pTeroPure Supply Agreement,
20 dated June 26, 2014 (attached hereto as Exhibit C) (the “pTeroPure Supply Agreement,”
21 and together with the NIAGEN Supply Agreement, the “Supply Agreements”); and
22 (3) a Trademark License and Royalty Agreement, dated February 3, 2014. The
23 NIAGEN Supply Agreement and the Trademark License and Royalty Agreement are
24 now terminated.

25 17. Elysium sells a health supplement named Basis, which combines NIAGEN
26 and pTeroPure, along with other non-active ingredients. On information and belief,
27 Basis is Elysium’s only product.

28 18. ChromaDex is the sole United States commercial source and supplier of

1 the patent protected NR and was Elysium’s sole supplier of NR and pterostilbene until
2 ChromaDex exercised its right to not renew the NIAGEN Supply Agreement effective
3 February 2, 2017.

4 **Elysium’s False Promises**

5 19. ChromaDex and Elysium’s commercial arrangement was expanding but
6 unremarkable until June 28, 2016. In the first quarter of 2016, Elysium ordered nearly
7 double the amount of NIAGEN it ordered in all of 2015.

8 20. In the second quarter of 2016, Elysium first raised concerns about pricing
9 under the NIAGEN Supply Agreement directly with Frank Jaksch, co-founder and CEO
10 of ChromaDex, and Will Black, ChromaDex’s Vice President of Sales and Marketing.
11 Mr. Jaksch reached out to Elysium in an effort to open a dialogue about their concerns
12 and ultimately resolve them. Elysium, however, refused and/or ignored these offers to
13 talk.

14 21. On June 28, 2016, without any prior discussion or advance notification,
15 Elysium submitted two extraordinarily large purchase orders for NIAGEN and
16 pTeroPure (the “June 28 Purchase Orders”). These amounts were approximately seven
17 times larger than any previous order from Elysium, and more than double the sum of
18 all Elysium’s prior orders combined. The June 28 Purchase Orders included a demand
19 for the two products at less than half the parties’ agreed price. Elysium never
20 communicated about or discussed the proposed pricing changes with ChromaDex
21 before submitting its June 28 Purchase Orders. Elysium knew or should have known
22 that ChromaDex would not accept the June 28 Purchase Orders at that price.

23 22. Because the June 28 Purchase Orders were wildly inconsistent with the
24 parties’ Supply Agreements and past dealings, and in light of Elysium’s subsequent
25 failure to pay for the NIAGEN and pTeroPure supplied by ChromaDex, ChromaDex
26 alleges on information and belief that Elysium intended to induce ChromaDex to
27 inadvertently supply large amounts of NIAGEN and pTeroPure to Elysium at grossly
28 discounted prices.

1 23. ChromaDex noticed the grossly discounted prices on the June 28 Purchase
2 Orders and did not fulfill them. Instead, ChromaDex reached out to Elysium to discuss
3 the June 28 Purchase Orders and their inconsistency with the parties' Supply
4 Agreements.

5 24. After Elysium again showed an unwillingness to engage with
6 ChromaDex's senior management to discuss the June 28 Purchase Orders, Mark
7 Morris—who was at the time ChromaDex's Vice President of Business Development
8 and the one person at ChromaDex whom Elysium would respond in a productive
9 manner—helped schedule a call between ChromaDex and Elysium to address the issues
10 between the parties, including the June 28 Purchase Orders. The call facilitated by
11 Morris was set for June 30, 2016.

12 25. On June 30, 2016, Mr. Jaksch and Mr. Black of ChromaDex, joined a call
13 with Elysium's CEO, Eric Marcotulli, and COO, Dan Alminana (the "June 30 Call").

14 26. On the June 30 Call, the parties discussed Elysium's concerns and the
15 appropriate pricing of NIAGEN for the orders Elysium wished to place. Alminana and
16 Marcotulli stated that Elysium intended to be a good business partner to ChromaDex
17 and explained that Elysium was ramping up, which was the reason the June 28 Purchase
18 Orders were far larger than their past orders. Alminana and Marcotulli represented that,
19 due to the ramp up, Elysium expected to use all the NIAGEN ordered over the next few
20 months and would place additional large orders in Q3 and Q4 2016. In reliance on
21 Elysium's statements and promises, ChromaDex offered Elysium a discounted price for
22 NIAGEN.

23 27. Though Elysium was not entirely satisfied with the discounted price,
24 Marcotulli represented that Elysium would accept that price, place an order so that
25 Elysium's supply was not interrupted, and work to resolve Elysium's remaining
26 concerns at another time.

27 28. Later that same day, June 30, 2016, Elysium submitted two purchase
28 orders to ChromaDex for pTeroPure and NIAGEN (the "June 30 Purchase Orders").

1 As agreed upon during the June 30 Call, the June 30 Purchase Orders superseded the
2 (in retrospect, disingenuous) June 28 Purchase Orders. Although smaller than the
3 June 28 Purchase Orders, the June 30 Purchase Orders were still three times the size of
4 any of Elysium’s previous fulfilled orders. According to the terms of the Supply
5 Agreements, and in reliance on the representations Alminana and Marcotulli made on
6 the June 30 Call, ChromaDex accepted the June 30 Purchase Orders.

7 29. ChromaDex filled the June 30 Purchase Orders on July 1, 2016 and
8 August 9, 2016.

9 30. ChromaDex provided Elysium with three invoices for the shipments by
10 email on July 1, 2016 and August 9, 2016 (the “Past Due Invoices”).

11 31. The total amount ChromaDex invoiced Elysium for the Past Due Invoices
12 is \$2,983,350.

13 32. On August 10, 2016—one day after ChromaDex confirmed that it shipped
14 the last portion of pTeroPure to Elysium—Alminana wrote an email to ChromaDex
15 stating that Elysium would not pay the Past Due Invoices until the additional concerns
16 raised on the June 30 Call were resolved according to terms set by Elysium. However,
17 over the next several weeks, Alminana refused ChromaDex’s offers to meet,
18 constructively engage, and resolve Elysium’s concerns, all the while maintaining that
19 Elysium would not pay for the product that it had received until Elysium’s concerns
20 were resolved.

21 33. On August 12, 2016, Mr. Black of ChromaDex responded by requesting
22 an in-person meeting to discuss Elysium’s concerns and affirmed ChromaDex’s
23 commitment to its relationship with Elysium.

24 34. Mr. Black received no response to his invitation for an in-person meeting,
25 despite exchanging several emails with Alminana. Mr. Black reiterated his invitation
26 on August 17, 2016. Alminana, yet again, ignored this invitation and refused to discuss
27 the issues. Elysium went dark, refusing to communicate with ChromaDex’s
28 management team.

1 35. In late August and continuing into October 2016, ChromaDex continued
2 to demand payment from Elysium of the \$2,983,350 due for the Past Due Invoices,
3 while also continuing to extend invitations to work toward a solution for all parties
4 concerned and proposing such solutions.

5 36. Elysium at all times refused to pay the amount due for the Past Due
6 Invoices and to engage in discussions about a resolution. Elysium refused to make good
7 on Alminana and Marcotulli's promises on behalf of Elysium to attempt to resolve their
8 concerns with ChromaDex and have refused to pay for the June 30 Orders.

9 37. During this time ChromaDex also learned that two of its senior employees
10 who had abruptly resigned during the summer had begun work at Elysium immediately
11 after leaving ChromaDex. Mark Morris, ChromaDex's former Vice President of
12 Business Development, resigned after many years of employment with one only week
13 notice on July 16, 2016, two weeks after the June 30 Order of NIAGEN was shipped.
14 Ryan Dellinger, ChromaDex's former Director of Scientific Affairs, resigned *effective*
15 *immediately* on August 10, 2016—the same day Elysium notified ChromaDex that it
16 refused to pay the Past Due Invoices.

17 38. To date, Elysium has not paid any sum to ChromaDex for product it
18 ordered, purchased, and received according to the June 30 Purchase Orders.

19 **Elysium's Intent ~~To~~ Harm ChromaDex**

20 39. At the time Marcotulli and Alminana spoke on the June 30 Call, Elysium
21 had no intention of (1) ever working with ChromaDex to resolve Elysium's concerns
22 about the NIAGEN Supply Agreement, (2) paying for the NIAGEN or pTeroPure
23 ordered in the June 30 Purchase Orders, or (3) ramping up their sales to the degree they
24 represented. Instead, unbeknownst to ChromaDex, Elysium was scheming to, or had
25 already, solicited and recruited two of ChromaDex's key employees and was
26 considering how it could exploit the former ChromaDex employees' knowledge about
27 ChromaDex and its business.

28 40. After failing to induce ChromaDex to supply NIAGEN and pTeroPure at

1 grossly discounted prices with the June 28 Purchase Orders, Marcotulli and Alminana
2 made their false representations on the June 30 Call with the intent of inducing
3 ChromaDex to provide it with large supplies of NIAGEN and pTeroPure and to create
4 financial pressure for ChromaDex by refusing to pay for the orders and making
5 ChromaDex Elysium's unwilling bank and lender.

6 41. On information and belief, Alminana and Marcotulli further intended to
7 use that financial pressure as bargaining leverage if and when Elysium ever decided to
8 resolve their concerns about the NIAGEN Supply Agreement.

9 42. Alminana's and Marcotulli's intent is evidenced by the fact that

- 10 a. Elysium never ramped up in a way that was consistent with
11 Alminana and Marcotulli's representations on the June 30 Call;
- 12 b. the NIAGEN and pTeroPure that was delivered in July and August
13 2016 continues to be sufficient supply for Elysium to continue
14 selling its product Basis, months beyond what Elysium projected on
15 the June 30 call; and
- 16 c. Elysium did not place any other orders, let alone additional large
17 orders, in Q3 and Q4 2016 as Alminana and Marcotulli represented
18 it would.

19 43. On information and belief, Marcotulli's and Alminana's false promises
20 were further motivated by the fact that Elysium, which was seeking financing during
21 the middle of 2016 and at least into November 2016, has been able to improve its
22 balance sheet by continuing to sell its product for millions of dollars in revenue without
23 paying ChromaDex a dime for the supply, likely engaging in fictional book keeping and
24 deceiving potential or actual investors about Elysium's financial condition.

25 **Breach of the pTeroPure Supply Agreement**

26 44. The pTeroPure Supply Agreement sets forth the terms under which
27 ChromaDex would sell and deliver, and Elysium would purchase, pTeroPure.

28 45. Section 2.1 of the pTeroPure Supply Agreement specifies that Elysium

1 shall place orders for the product by submitting purchase orders.

2 46. Section 2.2 sets the price for pTeroPure and states that “[f]ailure to make
3 prompt and full payment hereunder constitutes a material breach of the Agreement.”

4 47. The invoices for the pTeroPure shipped on July 1, 2016 and August 9,
5 2016, contain payment terms specifying that payment must be made “30% Net30 70%
6 Net60,” meaning 30% of the payment is due within 30 days of the date of the invoice
7 and 70% of the payment is due within 60 days of the date of the invoice.

8 48. Elysium breached the pTeroPure Supply Agreement on July 31, 2016, by
9 failing to pay 30% of the amount due within 30 days of the July 1, 2016 invoice. It
10 further breached the agreement by failing to pay any monies due before August 30,
11 2016, 60 days after the date of the July 1, 2016 invoice.

12 49. Elysium breached the pTeroPure Supply Agreement on September 8,
13 2016, by failing to pay 30% of the amount due within 30 days of the August 9, 2016
14 invoice. It further breached the agreement by failing to pay any monies due before
15 October 8, 2016, 60 days after the date of the August 9, 2016 invoice.

16 **Breach of the NIAGEN Supply Agreement**

17 50. The NIAGEN Supply Agreement sets forth the terms under which
18 ChromaDex would sell and deliver, and Elysium would purchase, NIAGEN.

19 51. Section 7.4 of the NIAGEN Supply Agreement provides that it shall be
20 governed by and construed in accordance with the laws of the State of California.

21 52. Section 3.1 of the NIAGEN Supply Agreement sets the maximum price
22 for NIAGEN provided by ChromaDex to Elysium.

23 53. Section 3.4 of the NIAGEN Supply Agreement states that “Elysium Health
24 shall pay ChromaDex within thirty (30) days from the date of the applicable invoice by
25 ChromaDex to Elysium Health for all NIAGEN® purchased”

26 54. Elysium breached the NIAGEN Supply Agreement on July 31, 2016 by
27 failing to pay the amount due within 30 days of the July 1, 2016 invoice, as required by
28 Section 3.4 of the agreement.

1 55. On October 31, 2016, ChromaDex sent to Elysium, in writing, a notice
2 letter indicating it would not renew the NIAGEN Supply Agreement. The NIAGEN
3 Supply Agreement, therefore, expired on February 2, 2017, according to Section 5.1 of
4 that agreement, following the initial term of three years.

5 **Morris's and Dellinger's Abrupt Resignations from ChromaDex and**
6 **Immediate Hire by Elysium**

7 56. On July 16, 2016, after many years of employment at ChromaDex, two
8 weeks after the June 30 Orders and fifteen days after ChromaDex shipped the
9 tremendous volume of NIAGEN and pTeroPure to Elysium, and with only one week of
10 notice, Morris abruptly resigned from ChromaDex. When asked about his future
11 professional plans during his exit interview, Morris lied and told ChromaDex that he
12 did not know what his next steps would be. However, on information and belief, the
13 next business day after his resignation from ChromaDex, Morris was on a plane to New
14 York to Elysium's offices, and shortly thereafter Morris was formally hired by Elysium
15 as its Head of Scientific Technology, where he remains to this day.

16 57. On August 10, 2016, the same day that Elysium notified ChromaDex that
17 it refused to pay the Past Due Invoices, Dellinger also resigned from ChromaDex,
18 effective immediately. During his brief exit interview, Dellinger refused to say where
19 he planned to work after his departure. However, consistent with Elysium's strategic
20 plan, Dellinger immediately joined Elysium in the same position he held at ChromaDex,
21 Director of Scientific Affairs. Dellinger continues to be employed by Elysium today.

22 **Elysium's Allegations of Patent Misuse and ChromaDex's Denial of Patent**
23 **Misuse and Conduct to Purge Any Such Alleged Misuse**

24 58. Elysium filed its First Amended Counterclaims on March 6, 2017
25 ("FACC"). (Dkt. 31.) Elysium's Fourth Counterclaim for Relief was for a declaratory
26 judgment of patent misuse. (FACC ¶¶ 111–15.)

27 59. Elysium alleges that ChromaDex engaged in patent misuse by "tying []
28 access to its patent rights to a royalty-bearing trademark license" (FACC ¶ 111) and,

1 “in some instances,” by “requir[ing] purchasers not only to license, but also to use
2 ChromaDex trademarks in order to obtain a supply of nicotinamide riboside” (FACC ¶
3 39).

4 60. ChromaDex moved to dismiss Elysium’s counterclaim for declaratory
5 judgment of patent misuse on March 20, 2017 on multiple grounds and contends that
6 there is no viable allegation of patent misuse as a matter of law and fact. (Dkt.
7 34.) However, the Court denied ChromaDex’s motion to dismiss the patent misuse
8 counterclaim by order dated May 10, 2017, permitting Elysium to attempt to prove its
9 allegation of patent misuse at trial. (Dkt. 44.)

10 61. ChromaDex denies that it has ever engaged in any act of alleged patent
11 misuse and specifically denies that it has engaged in patent misuse by “tying [] access
12 to its patent rights to a royalty-bearing trademark license” (FACC ¶ 111) and, “in some
13 instances,” by “requir[ing] purchasers not only to license, but also to use ChromaDex
14 trademarks in order to obtain a supply of nicotinamide riboside” (FACC
15 ¶ 39). ChromaDex further denies that Elysium’s allegations constitute patent misuse as
16 a matter of law.

17 62. However, to eliminate an issue from this litigation, to conserve the parties’
18 and the Court’s resources and to streamline this action, and without prejudice to
19 ChromaDex’s arguments and contentions, ChromaDex restates that it has already
20 terminated the Trademark License and Royalty Agreement on February 2, 2017 and
21 further, hereby unequivocally renounces any rights to collect, charge, or obtain royalties
22 under the Trademark License and Royalty Agreement with Elysium. Pursuant to
23 Section 14.1 of the Trademark License and Royalty Agreement and ChromaDex’s
24 notice sent to Elysium on October 31, 2016, the Trademark License and Royalty
25 Agreement was permanently terminated along with the NIAGEN Supply Agreement,
26 effective February 2, 2017. Accordingly, the allegedly offending terms of the
27 Trademark License and Royalty Agreement as alleged by Elysium are no longer of any
28 operative effect. The terminations of both agreements were made in the ordinary course

1 of business and is noted here for the purpose of confirming the purge of any alleged
2 patent misuse.

3 63. ChromaDex likewise hereby unequivocally renounces any rights to
4 charge, obtain, or collect royalties on sales of non-trademark bearing NIAGEN from
5 customers other than Elysium, or to require the use of its trademarks under any
6 agreement. ChromaDex represents to the Court that it is immediately terminating all
7 such trademark license agreements. These terminations are made for the purpose of
8 purging any and all allegations of patent misuse.

9 64. ChromaDex is further refunding and/or crediting any and all past royalties
10 paid by all customers pursuant to all “royalty-bearing trademark licenses.” ChromaDex
11 represents to the Court that it will provide a credit to Elysium for all past royalties
12 against the damages owed by Elysium in this case, including for the failure to pay for
13 product purchased.

14 65. These voluntary and proactive actions by ChromaDex are not an admission
15 of any wrongdoing or acts of patent misuse, but instead are intended to prophylactically
16 and completely eliminate issues in this and any other dispute related to ChromaDex’s
17 patents by purging any and all allegedly unlawful conduct with respect to all allegations
18 by Elysium of patent misuse. In particular, these voluntary acts are made to dissipate
19 any and all alleged effects of any alleged patent misuse in the market. These voluntary
20 steps taken by ChromaDex are intended to moot Elysium’s allegation and counterclaim
21 for a declaratory judgment that ChromaDex has misused any of its patents. Such
22 counterclaim should be promptly voluntarily dismissed by Elysium, or dismissed *sua*
23 *sponte* by the Court based on the unequivocal terminations and renouncements made
24 herein.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Breach of Contract (pTeroPure Supply Agreement)

66. ChromaDex repeats and realleges the allegations contained in paragraphs 1 through 65, above.

67. The pTeroPure Supply Agreement is a binding and enforceable contract between ChromaDex and Elysium.

68. ChromaDex fulfilled its obligations under the pTeroPure Supply Agreement by fulfilling the June 30, 2016 pTeroPure purchase order.

69. Elysium has materially breached the pTeroPure Supply Agreement by refusing to pay the monies owed to ChromaDex for the pTeroPure which ChromaDex delivered to Elysium.

70. Elysium's material breach of the pTeroPure Supply Agreement injured ChromaDex and caused it to sustain monetary damages in the amount of \$580,750, plus interest.

SECOND CLAIM FOR RELIEF

Breach of Contract (NIAGEN Supply Agreement)

71. ChromaDex repeats and realleges the allegations contained in paragraphs 1 through 70, above.

72. The NIAGEN Supply Agreement is a binding and enforceable contract between ChromaDex and Elysium.

73. ChromaDex fulfilled its obligations under the NIAGEN Supply Agreement by fulfilling the June 30, 2016 NIAGEN purchase order within 30 days.

74. Elysium has materially breached the NIAGEN Supply Agreement by refusing to pay the monies owed to ChromaDex for the NIAGEN that ChromaDex sold and delivered to Elysium.

75. Elysium's material breach of the NIAGEN Supply Agreement injured ChromaDex and caused it to sustain monetary damages in the amount of \$2,402,600,

1 plus interest.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff ChromaDex requests that Judgment be entered in its
4 favor as follows:

- 5 a) On the First Cause of Action, monetary damages in an amount to be proved at
6 trial, but believed to be no less than \$580,750, plus interest (including
7 prejudgment interest);
- 8 b) On the Second Cause of Action, monetary damages in an amount to be proved at
9 trial, but believed to be no less than \$2,402,600, plus interest (including
10 prejudgment interest);
- 11 c) On all causes of action, for attorney's fees as allowed by law;
- 12 d) On all causes of action, for such other and further legal and equitable relief as the
13 Court may deem just and proper.

14
15 **Request for Jury Trial**

16 ChromaDex hereby requests trial by jury on all causes of action for which a
17 jury trial is available.

18
19 Dated: June 7, 2017

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24
25 *Attorneys for Plaintiff and Counter-
Defendant ChromaDex, Inc.*