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*Counsel continued on following page*

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

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

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

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

**ELYSIUM HEALTH, INC. AND  
 MARK MORRIS'S PROPOSED  
 VERDICT FORM**

Pre-Trial Conference: September 18, 2019  
 Trial: October 15, 2019

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8 *Attorneys for Defendant*  
9 MARK MORRIS

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1 Defendant and Counterclaimant Elysium Health, Inc. and Defendant Mark  
2 Morris hereby submit their proposed verdict forms.

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**VF-300, BREACH OF CONTRACT (COUNT I -PT AGREEMENT)—**  
**AFFIRMATIVE DEFENSE – UNCLEAN HANDS**

1. Did ChromaDex and Elysium enter into a contract for the supply of PT ?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did ChromaDex do all, or substantially all, of the significant things that the PT Supply Agreement required it to do?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Is ChromaDex’s claim barred by the doctrine of unclean hands based on its own unconscionable conduct? [see verdict form XX]

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was the shipment of PT made pursuant to a valid purchase order by Elysium?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 4 is yes, then answer question 5. If you answered no, skip to question 9.

5. Did the PT contract require that Elysium pay ChromaDex the amount alleged for the PT that ChromaDex shipped to Elysium?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 5 is yes, then answer question 6. If you answered no, skip to question 9

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6. Did Elysium fail to pay for the PT shipped by ChromaDex as required by the contract?

Yes  No

If your answer to question 6 is yes, then answer question 7. If you answered no, skip to question 9.

7. Was ChromaDex harmed by Elysium's breach of contract

Yes  No

If your answer to question 7 is yes, then answer question 8. If you answered no, skip to question 9.

8. What are ChromaDex's damages from this breach?

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9. Did Elysium obtain a GRAS report from ChromaDex and disclose it to its regulatory consultants?

Yes  No

If your answer to question 9 is yes, then answer question 10. If you answered no, skip to question 13.

10. Did the PT Supply Agreement prohibit Elysium from disclosing the GRAS report to its regulatory consultants?

Yes  No

If your answer to question 10 is yes, then answer question 11. If you answered no, skip to question 12.

11. Was ChromaDex harmed by this breach of contract?

Yes  No

If your answer to question 11 is yes, then answer question 12. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

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12. What are ChromaDex's damages from this breach?

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Signed: \_\_\_\_\_  
Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

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**VF-300, BREACH OF CONTRACT (COUNT 2 -NR AGREEMENT)**  
**AFFIRMATIVE DEFENSES—UNCLEAN HANDS, PERFORMANCE**  
**EXCUSED BY BREACH**

1. Did ChromaDex and Elysium enter into a contract for the supply of NR ?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Is ChromaDex’s claim barred by the doctrine of unclean hands based on its own unconscionable conduct? [see verdict form XX]

If your answer to question 2 is no, then answer question 3. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form

3. Did ChromaDex breach the exclusivity provision of the NR Supply Agreement? [see verdict form XX]

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 3 is yes, answer question 4. If you answered no, skip to question 5.

4. By breaching the exclusivity provision, did ChromaDex fail to do a significant thing that the NR Supply Agreement required it to do?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 4 is yes, stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered no, answer question 5.

5. Did ChromaDex breach the MFN provision of the NR Agreement? [see verdict form XX]

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 5 is yes, answer question 6. If you answered no, skip to question 7.

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6. By breaching the MFN Provision, did ChromaDex fail to do a significant thing the NR Agreement required it to do?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 6 is yes, stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered no, answer question 7.

7. Did ChromaDex breach the cGMP provision of the NR Agreement? [see verdict form XX]

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 7 is yes, answer question 8. If you answer no, skip to question 9.

8. By breaching the cGMP Provision, did ChromaDex fail to do a significant thing the NR Agreement required it to do?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 8 is yes, stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered no, answer question 9.

9. Was ChromaDex harmed by Elysium’s breach of contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 9 is yes, then answer question 10. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form

10. What are the damages to ChromaDex from Elysium’s breach of the NR Supply Agreement?

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**VF-4400 MISAPPROPRIATION OF TRADE SECRETS (CA AND FEDERAL) – AFFIRMATIVE DEFENSE—INFORMATION READILY ASCERTAINABLE BY PROPER MEANS, CONSENT**

We answer the questions submitted to us as follows:

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1. Was ChromaDex the owner of information regarding Live Cell’s sales of NR-containing products?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Was this information secret at the time of the alleged misappropriation?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form

3. Did this information have actual or potential independent economic value because it was secret?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was the information readily ascertainable by proper means?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 4 is no, then answer question 5. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

\_\_\_\_\_ Yes \_\_\_\_\_ No

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If your answer to question 5 is no, then answer question 6. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. Did Elysium acquire or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

7. Was ChromaDex the owner of the amounts of LiveCell's NR purchases from ChromaDex?

Yes  No

If your answer to question 7 is yes, then answer question 8. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

8. Was this information secret at the time of the alleged misappropriation?

Yes  No

If your answer to question 8 is yes, then answer question 9. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

9. Did this information have actual or potential independent economic value because it was secret?

Yes  No

If your answer to question 9 is yes, then answer question 10. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

10. Was the information readily ascertainable by proper means?

Yes  No

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If your answer to question 10 is no, then answer question 11. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

11. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 11 is no, then answer question 12. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

12. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 12 is yes, then answer question 13. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

13. Was ChromaDex the owner of information regarding ChromaDex's pTeroPure sales in specific channels?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 13 is yes, then answer question 14. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

14. Was this information secret at the time of the alleged misappropriation?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 14 is yes, then answer question 15. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

15. Did this information have actual or potential independent economic value because it was secret?

\_\_\_\_\_ Yes \_\_\_\_\_ No

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If your answer to question 15 is yes, then answer question 16. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

16. Was the information readily ascertainable by proper means?

Yes  No

If your answer to question 16 is no, then answer question 17. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

17. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

Yes  No

If your answer to question 17 is no, then answer question 18. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

18. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

If your answer to question 18 is yes, then answer question 19. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

19. Was ChromaDex the owner of Live Cell's NR purchasing history?

Yes  No

If your answer to question 19 is yes, then answer question 20. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

20. Was this information secret at the time of the alleged misappropriation?

Yes  No

If your answer to question 20 is yes, then answer question 21. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

1 21. Did this information have actual or potential independent economic value  
2 because it was secret?

3  Yes  No

4 If your answer to question 21 is yes, then answer question 22. If you  
5 answered no, stop here, answer no further questions, and have the  
6 presiding juror sign and date this form.

7 22. Was the information readily ascertainable by proper means?

8  Yes  No

9 If your answer to question 22 is no, then answer question 23. If you  
10 answered yes, stop here, answer no further questions, and have the  
11 presiding juror sign and date this form.

12 23. Was Mr. Morris authorized by ChromaDex and/or any agreement  
13 ChromaDex had with Elysium to disclose this information to Elysium?

14  Yes  No

15 If your answer to question 23 is no, then answer question 24. If you  
16 answered yes, stop here, answer no further questions, and have the  
17 presiding juror sign and date this form.

18 24. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the  
19 information by improper means?

20  Yes  No

21 If your answer to question 24 is yes, then answer question 25. If you  
22 answered no, stop here, answer no further questions, and have the  
23 presiding juror sign and date this form.

24 25. Was ChromaDex the owner of information regarding the identify of and  
25 ChromaDex's research and development dealings with a business partner  
26 regarding a possible alternative method for manufacturing NR?

27  Yes  No

28 If your answer to question 25 is yes, then answer question 26. If you  
answered no, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

1 26. Was this information secret at the time of the alleged misappropriation?

2 \_\_\_\_\_ Yes \_\_\_\_\_ No

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4 If your answer to question 26 is yes, then answer question 27. If you  
5 answered no, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

6 27. Did this information have actual or potential independent economic value  
7 because it was secret?

8 \_\_\_\_\_ Yes \_\_\_\_\_ No

9 If your answer to question 27 is yes, then answer question 28. If you  
10 answered no, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

11 28. Was the information readily ascertainable by proper means?

12 \_\_\_\_\_ Yes \_\_\_\_\_ No

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14 If your answer to question 28 is no, then answer question 29. If you  
15 answered yes, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

16 29. Was Mr. Morris authorized by ChromaDex and/or any agreement  
17 ChromaDex had with Elysium to disclose this information to Elysium?

18 \_\_\_\_\_ Yes \_\_\_\_\_ No

19 If your answer to question 29 is no, then answer question 30. If you  
20 answered yes, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

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22 30. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the  
23 information by improper means?

24 \_\_\_\_\_ Yes \_\_\_\_\_ No

25 If your answer to question 30 is yes, then answer question 31. If you  
26 answered no, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

27 31. Was ChromaDex the owner of the price ChromaDex paid to its contract  
28 manufacturer for NR on a per kilo basis?

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Yes  No

If your answer to question 31 is yes, then answer question 32. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

32. Was this information secret at the time of the alleged misappropriation?

Yes  No

If your answer to question 32 is yes, then answer question 33. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

33. Did this information have actual or potential independent economic value because it was secret?

Yes  No

If your answer to question 33 is yes, then answer question 34. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

34. Was the information readily ascertainable by proper means?

Yes  No

If your answer to question 34 is no, then answer question 35. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

35. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

Yes  No

If your answer to question 35 is no, then answer question 36. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

36. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

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If your answer to question 36 is yes, then answer question 37. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

37. Was ChromaDex the owner of information regarding ChromaDex's sales to another customer?

Yes  No

If your answer to question 37 is yes, then answer question 38. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

38. Was this information secret at the time of the alleged misappropriation?

Yes  No

If your answer to question 38 is yes, then answer question 39. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

39. Did this information have actual or potential independent economic value because it was secret?

Yes  No

If your answer to question 39 is yes, then answer question 40. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

40. Was the information readily ascertainable by proper means?

Yes  No

If your answer to question 40 is no, then answer question 41. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

41. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

Yes  No



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If your answer to question 41 is no, then answer question 42. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

42. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

If your answer to question 42 is yes, then answer question 43. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

43. Was ChromaDex the owner of information regarding ChromaDex's NR sales to other customers?

Yes  No

If your answer to question 43 is yes, then answer question 44. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

44. Was this information secret at the time of the alleged misappropriation?

Yes  No

If your answer to question 44 is yes, then answer question 45. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

45. Did this information have actual or potential independent economic value because it was secret?

Yes  No

If your answer to question 45 is yes, then answer question 46. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

46. Was the information readily ascertainable by proper means?

Yes  No

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If your answer to question 46 is no, then answer question 47. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

47. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

Yes  No

If your answer to question 47 is no, then answer question 48. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

48. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

If your answer to question 48 is yes, then answer question 49. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

49. Was ChromaDex the owner of the identities of ChromaDex's non-public ingredient customers and the purchasing histories of ChromaDex ingredient customers from 2012 – May 2016?

Yes  No

If your answer to question 49 is yes, then answer question 50. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

50. Was this information secret at the time of the alleged misappropriation?

Yes  No

If your answer to question 50 is yes, then answer question 51. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

51. Did this information have actual or potential independent economic value because it was secret?

Yes  No

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If your answer to question 51 is yes, then answer question 52. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

52. Was the information readily ascertainable by proper means?

Yes  No

If your answer to question 52 is no, then answer question 53. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

53. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

Yes  No

If your answer to question 53 is no, then answer question 54. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

54. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

If your answer to question 54 is yes, then answer question 55. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

55. Was ChromaDex the owner of information regarding ChromaDex's research and development work relating to the use of different salts to manufacture NR?

Yes  No

If your answer to question 55 is yes, then answer question 56. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

56. Was this information secret at the time of the alleged misappropriation?

Yes  No

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If your answer to question 56 is yes, then answer question 57. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

57. Did this information have actual or potential independent economic value because it was secret?

Yes  No

If your answer to question 57 is yes, then answer question 58. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

58. Was the information readily ascertainable by proper means?

Yes  No

If your answer to question 58 is no, then answer question 59. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

59. Was Mr. Morris authorized by ChromaDex and/or any agreement ChromaDex had with Elysium to disclose this information to Elysium?

Yes  No

If your answer to question 59 is no, then answer question 60. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

60. Did Elysium acquire, or Elysium and Mr. Morris use or disclose the information by improper means?

Yes  No

If your answer to question 60 is yes, then answer question 61. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

61. Was Elysium's and Mr. Morris's improper acquisition, use or disclosure of each and every one of the above items of information a substantial factor in causing ChromaDex harm?

Yes  No

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If your answer to question 61 is yes, then answer question 62. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

62. What are ChromaDex’s damages from the misappropriation of each and every one of the above items of information?

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**[Federal Defense of Trade Secrets Act Questions]**

63. Does all of the above information relate to a product or service used in, or intended to be used in, interstate commerce?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 63 is yes, then answer question 64. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

64. Was all of the above information misappropriated on or after May 11, 2016?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Signed: \_\_\_\_\_

Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

**VF-300 – BREACH OF CONTRACT (COUNT 5 AGREEMENT)**  
**AFFIRMATIVE DEFENSE- UNCLEAN HANDS, CONSENT.**

We answer the questions submitted to us as follows:

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3 1. Did ChromaDex and Mr. Morris enter into a contract on February 26,  
4 2016 in connection with Mr. Morris’s employment?

5 \_\_\_\_\_ Yes \_\_\_\_\_ No

6 If your answer to question 1 is yes, then answer question 2. If you  
7 answered no, stop here, answer no further questions, and have the  
8 presiding juror sign and date this form

- 9 2. Did ChromaDex do all, or substantially all, of the significant things that  
10 this contract required it to do?

11 \_\_\_\_\_ Yes \_\_\_\_\_ No

12 If your answer to question 2 is yes, then answer question 3. If you  
13 answered no, stop here, answer no further questions, and have the  
14 presiding juror sign and date this form.

- 15 3. Is ChromaDex’s claim barred by the doctrine of unclean hands, based on  
16 ChromaDex’s own unconscionable conduct? [see verdict form XX]

17 \_\_\_\_\_ Yes \_\_\_\_\_ No

18 If your answer to question 3 is yes, stop here, answer no further questions,  
19 and have the presiding juror sign and date this form. If you answered no,  
20 then answer question 4 .

- 21 4. Did Mr. Morris fail to keep confidential information belonging to  
22 ChromaDex that this contract required him to keep confidential?

23 \_\_\_\_\_ Yes \_\_\_\_\_ No

24 If your answer to question 4 is yes, then answer question 5. If you  
25 answered no, stop here, answer no further questions, and have the  
26 presiding juror sign and date this form.

- 27 5. Did ChromaDex consent, either expressly or implicitly, to Mr. Morris  
28 failing to keep this information confidential?

\_\_\_\_\_ Yes \_\_\_\_\_ No

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If your answer to question 5 is yes, stop here, answer no further questions, and have the presiding juror sign and date this form. If you answered no, answer question 6.

6. Was ChromaDex harmed by Mr. Morris’s breach of the agreement?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

7. What are ChromaDex’s damages substantially attributable to Mr. Morris’s breach of the agreement?

\$ \_\_\_\_\_

Signed: \_\_\_\_\_

Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

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1 **VF 303: BREACH OF CONTRACT (COUNT VI – JULY DOCUMENT)**  
2 **AFFIRMATIVE DEFENSE-- CONSENT**

3 We answer the questions submitted to us as follows:

- 4 1. Were the terms of the July 15, 2016 document clear enough so the parties  
5 could understand what each was required to do?

6  Yes  No

7 If your answer to question 1 is yes, then answer question 2. If you  
8 answered no, stop here, answer no further questions, and have the  
9 presiding juror sign and date this form

- 10 2. Did ChromaDex agree to give Mr. Morris something of value in exchange  
11 for signing the agreement?

12  Yes  No

13 If your answer to question 2 is yes, then answer question 3. If you  
14 answered no, stop here, answer no further questions, and have the  
15 presiding juror sign and date this form.

- 16 3. Did the parties agree to the terms of the agreement?

17  Yes  No

18 If your answer to question 3 is yes, then answer question 4. If you  
19 answered no, stop here, answer no further questions, and have the  
20 presiding juror sign and date this form.

- 21 4. Did ChromaDex do all, or substantially all, of the significant things that  
22 the contract required it to do?

23  Yes  No

24 If your answer to question 4 is yes, then answer question 5. If you  
25 answered no, stop here, answer no further questions, and have the  
26 presiding juror sign and date this form

- 27 5. Did Mr. Morris fail to keep confidential information belonging to  
28 ChromaDex that the contract required him to keep confidential?

Yes  No



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If your answer to question 5 is yes, then answer question 6. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form

6. Did ChromaDex consent, expressly or implicitly, to Mr. Morris failing to keep this information confidential?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 6 is no, then answer question 7. If you answered yes, stop here, answer no further questions, and have the presiding juror sign and date this form.

7. Was ChromaDex harmed by this conduct?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 7 is yes, then answer question 8. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

8. What are ChromaDex's damages substantially attributable to Mr. Morris's breach of this contract?

\$\_\_\_\_\_

Signed: \_\_\_\_\_  
Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

1 **SPECIAL VERDICT FORM: COUNT VII BREACH OF FIDUCIARY DUTY**

2 We answer the questions submitted to us as follows:

3 1. Did Mr. Morris participate in the management of ChromaDex?

4  Yes  No

5 If your answer to question 1 is yes, then answer question 2. If you  
6 answered no, stop here, answer no further questions, and have the  
7 presiding juror sign and date this form.

8 2. Did Mr. Morris exercise some discretionary authority over ChromaDex?

9  Yes  No

10 If your answer to question 2 is yes, then answer question 3. If you  
11 answered no, stop here, answer no further questions, and have the  
12 presiding juror sign and date this form

13 3. At the time Mr. Morris was an employee of ChromaDex, did Mr. Morris  
14 knowingly act against ChromaDex's interests with respect to the business  
relationship between ChromaDex and Elysium?

15  Yes  No

16 If your answer to question 3 is yes, then answer question 4. If you  
17 answered no, stop here, answer no further questions, and have the  
18 presiding juror sign and date this form.

19 4. Did ChromaDex give informed consent to Mr. Morris's conduct that was  
20 against its interest?

21  Yes  No

22 If your answer to question 4 is no, then answer question 5. If you  
23 answered yes, stop here, answer no further questions, and have the  
24 presiding juror sign and date this form.

25 5. Was ChromaDex harmed?

26  Yes  No

27 If your answer to question 5 is yes, then answer question 6. If you  
28 answered no, stop here, answer no further questions, and have the  
presiding juror sign and date this form.

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6. Was Mr. Morris’s conduct against ChromaDex’s interest a substantial factor in causing ChromaDex’s harm?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 6 is yes, then answer question 7. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

7. What are ChromaDex’s damages from Mr. Morris’s breach of his fiduciary duty?

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Signed: \_\_\_\_\_

Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

Source: CACI 4102, 1 California Forms of Jury Instruction MB300C.08 (2019)

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**SPECIAL VERDICT FORM: COUNT VIII AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

We answer the questions submitted to us as follows:

1. Did Mr. Morris breach a fiduciary duty to ChromaDex? [see verdict form XX]

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 1 is yes, then answer the next question. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Elysium know that Mr. Morris was breaching his fiduciary duty to ChromaDex?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Elysium give substantial assistance or encouragement to Mr. Morris in breaching his fiduciary duty to ChromaDex?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was Elysium's conduct a substantial factor in causing harm to ChromaDex?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. What are ChromaDex's damages?

\$ \_\_\_\_\_

Signed: \_\_\_\_\_

Presiding Juror

1 Dated: \_\_\_\_\_

2 After all verdict forms have been signed], deliver this verdict form to the  
3 [clerk/bailiff/judge].

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6 SOURCE: CACI 3610

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1 **VF300: BREACH OF CONTRACT (CC 1—NR AGREEMENT)**

2 We answer the questions submitted to us as follows:

- 3 1. Did ChromaDex and Elysium enter into a contract for the supply of NR?

4  Yes  No

5 If your answer to question 1 is yes, then answer question 2. If you  
6 answered no, stop here, answer no further questions, and have the  
7 presiding juror sign and date this form.

- 8 2. Did Elysium do, or was it excused from doing, all, or substantially all, of  
9 the significant things the NR Agreement required it to do,

10  Yes  No

11 If your answer to question 2 is yes, then answer question 3. If you  
12 answered no, stop here, answer no further questions, and have the  
13 presiding juror sign and date this form.

- 14 3. Did the MFN Provision of the NR Agreement require ChromaDex to  
15 issue Elysium a refund or a credit if ChromaDex sold Niagen to another  
16 customer at a lower price than it sold to Elysium, if Elysium bought the  
17 same or higher volume as the other customer?

18  Yes  No

19 If your answer to question 3 is yes, then answer question 4. If you  
20 answered no, skip to question 7.

- 21 4. Did ChromaDex sell Niagen at a lower price to at least one other  
22 customer and fail to issue a credit or refund to Elysium, even though  
23 Elysium bought the same or higher volume of Niagen as that customer?

24  Yes  No

25 If your answer to question 4 is yes, then answer question 5. If you  
26 answered no, skip to question 7.

- 27 5. Was Elysium harmed by ChromaDex's breach of the MFN Provision?

28  Yes  No

If your answer to question 5 is yes, then answer question 6. If you  
answered no, skip to question 7.

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6. What are Elysium’s damages from ChromaDex’s breach of the MFN Provision?

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7. Did the Exclusivity Provision of the NR Supply Agreement prohibit ChromaDex from selling products containing both NR and PT, or a substantially similar product, in combination or from enabling third parties to create such product?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 7 is yes, then answer question 8. If you answered no, skip to question 11.

8. Did ChromaDex do something that was prohibited by the Exclusivity Provision by making such sales or enabling one or more third parties to create such product?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 8 is yes, then answer question 9. If you answered no, skip to question 11.

9. Was Elysium harmed by ChromaDex’s breach of the Exclusivity Provision?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer to question 9 is yes, then answer question 10. If you answered no, skip to question 11.

10. What are Elysium’s damages from ChromaDex’s breach of the Exclusivity Provision?

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11. Did ChromaDex violate the cGMP Provision of the NR Agreement by selling Elysium product that did not comply with the Pharmaceutical cGMP?

\_\_\_\_\_ Yes \_\_\_\_\_ No

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If your answer to question 11 is yes, then answer question 12. If you answered no, If you answered no, skip to question 14.

12. Was Elysium harmed by ChromaDex’s breach of the cGMP Provision?  
 Yes  No

If your answer to question 12 is yes, then answer question 13. If you answered no, skip to question 14.

13. What are Elysium’s damages from ChromaDex’s breach of the cGMP Provision?  
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14. Did the Purity Provision of the NR Agreement require ChromaDex to notify Elysium if it became aware of information it learned concerning or potentially impacting the quality and purity of the NR it sold to Elysium?  
 Yes  No

If your answer to question 14 is yes, then answer question 15. If you answered no, skip to question 18.

15. Did ChromaDex know, or should it reasonably have known that its NR contained levels of acetamide in excess of what is allowed under California’s Proposition 65, and fail to notify Elysium of this fact  
 Yes  No

If your answer to question 15 is yes, then answer question 16. If you answered no, skip to question 18.

16. By failing to provide this notification, did ChromaDex fail to do something that the contract required it to do?  
 Yes  No

If your answer to question 16 is yes, then answer question 17. If you answered no, skip to question 18.

17. Was Elysium harmed by ChromaDex’s breach of the Purity Provision?  
 Yes  No



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If your answer to question 17 is yes, then answer question 18. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

18. What are Elysium’s damages for ChromaDex’s breach of the Purity Provision?

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Signed: \_\_\_\_\_

Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

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**VF 304: CC 2 BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

1 2  
3 1. Did ChromaDex and Elysium enter into a contract for the supply of NR?

4 \_\_\_\_\_ Yes \_\_\_\_\_ No

5 If your answer to question 1 is yes, then answer question 2. If you answered  
6 no, stop here, answer no further questions, and have the presiding juror sign  
7 and date this form.

8 2 Did Elysium do, or was it excused from doing, all, or substantially all, the  
9 significant things the contract required it to do?

10 \_\_\_\_\_ Yes \_\_\_\_\_ No

11 If your answer to question 2 is yes, then answer question 3. If you answered  
12 no, stop here, answer no further questions, and have the presiding juror sign  
13 and date this form.

14 3 Did ChromaDex unfairly interfere with Elysium’s right to receive the  
15 benefits of exclusivity under its contract, by enabling, encouraging or  
16 recommending other companies to manufacture, sell or distribute products  
17 containing both NR and either PT or a substantially similar agreement?

18 \_\_\_\_\_ Yes \_\_\_\_\_ No

19 If your answer to question 1 is yes, then answer question 4. If you answered  
20 no, stop here, answer no further questions, and have the presiding juror sign  
21 and date this form.

22 4 Was Elysium harmed by ChromaDex’s interference?

23 \_\_\_\_\_ Yes \_\_\_\_\_ No

24 If your answer to question 4 is yes, then answer question 5. If you answered  
25 no, stop here, answer no further questions, and have the presiding juror sign  
26 and date this form.

27 5 What are Elysium’s damages for ChromaDex’s interference?

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Signed: \_\_\_\_\_

Presiding Juror

Dated: \_\_\_\_\_

After all verdict forms have been signed], deliver this verdict form to the [clerk/bailiff/judge].

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1 **SPECIAL VERDICT FORM: FRAUDULENT INDUCEMENT**

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4 1. Did ChromaDex, through its CEO Frank Jaksch, represent that ChromaDex  
5 required all of its customers who purchased NR to sign trademark license and  
6 royalty agreements or pay royalties?

7 \_\_\_\_\_ Yes \_\_\_\_\_ No

8 If your answer to question 1 is yes, then answer question 4. If you answered  
9 no, stop here, answer no further questions, and have the presiding juror sign  
10 and date this form.

11 2. Did ChromaDex know that this representation was not true?

12 \_\_\_\_\_ Yes \_\_\_\_\_ No

13 If your answer to question 2 is yes, then answer question 3. If you answered  
14 no, stop here, answer no further questions, and have the presiding juror sign  
15 and date this form.

16 3. Did ChromaDex make the representation to persuade Elysium to agree to the  
17 Trademark License and Royalty Agreement?

18 \_\_\_\_\_ Yes \_\_\_\_\_ No

19 If your answer to question 3 is yes, then answer question 4. If you answered  
20 no, stop here, answer no further questions, and have the presiding juror sign  
21 and date this form.

22 4. Did Elysium reasonably rely on the representation?

23 \_\_\_\_\_ Yes \_\_\_\_\_ No

24 If your answer to question 5 is yes, then answer question 6. If you answered  
25 no, stop here, answer no further questions, and have the presiding juror sign  
26 and date this form

27 5. Was Elysium's reliance on ChromaDex's misrepresentation a substantial  
28 factor in causing harm to Elysium?

\_\_\_\_\_ Yes \_\_\_\_\_ No

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If your answer to question 5 is yes, then answer question 6. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

6. What are Elysium’s damages?

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Source: VF 1900, CACI 335

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Dated: September 11, 2019

Respectfully submitted,  
**BAKER & HOSTETLER LLP**

By:           /s/ Joseph N. Sacca            
**JOSEPH N. SACCA**  
*Attorneys for Defendant and  
Counterclaimant ELYSIUM HEALTH,  
INC. and Defendant  
MARK MORRIS*

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