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

ChromaDex, Inc.,  
Plaintiff,  
v.  
Elysium Health, Inc. and Mark  
Morris,  
Defendants.

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

**[PROPOSED] ORDER RE ELYSIUM  
HEALTH, INC.'S AND MARK  
MORRIS'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

Elysium Health, Inc.,  
Counterclaimant,  
v.  
ChromaDex, Inc.,  
Counter-Defendant.

Pretrial Conference: September 18, 2019  
Trial: October 15, 2019

1 Having considered (1) Defendant and Counterclaimant Elysium Health,  
2 Inc.’s (“Elysium”) and Defendant Mark Morris’s (“Morris” and together,  
3 “Defendants”) Notice of Motion and Memorandum of Points and Authorities in  
4 Support of Their Motion for Partial Summary Judgment; (2) the Declarations of  
5 Joseph N. Sacca and Mark Morris in support thereof, and papers attached thereto;  
6 (3) any papers filed by Plaintiff ChromaDex, Inc. in response to Defendants’  
7 Motion for Partial Summary Judgment; and (4) oral argument (if any), the Court  
8 **ORDERS** as follows:

- 9 1. Defendants’ Motion for Partial Summary Judgment is **GRANTED**.
- 10 2. Partial summary judgment is **GRANTED**, and judgment shall be  
11 entered, in favor of Elysium and against ChromaDex on Elysium’s First  
12 Counterclaim for Relief (breach of the NR Supply Agreement, ECF No. 103 ¶¶ 143-  
13 156 & ECF No. 192 at p. 43), on the issue of ChromaDex’s liability for its breach  
14 of § 3.1 of the NR Supply Agreement.
- 15 3. Partial summary judgment is **GRANTED** in favor of Elysium and  
16 against ChromaDex on ChromaDex’s First Claim for Relief (breach of the  
17 pTeroPure Supply Agreement, at ECF No. 153 ¶¶ 150-66) because ChromaDex has  
18 not proved causation or damages, except insofar as the First Claim for Relief relates  
19 to Elysium’s alleged failure to pay amounts due, if any, under the June 30 purchase  
20 orders (*id.* ¶¶ 153-54).
- 21 4. Partial summary judgment is **GRANTED** in favor of Elysium and  
22 against ChromaDex on ChromaDex’s Second Claim for Relief (breach of the NR  
23 Supply Agreement, at ECF No. 153 ¶¶ 167-88) because ChromaDex has not proved  
24 causation or damages, except insofar as the Second Claim for Relief relates to  
25 Elysium’s alleged failure to pay amounts due, if any, under the June 30 purchase  
26 orders (*id.* ¶¶ 170-71).
- 27 5. Partial summary judgment is **GRANTED**, and judgment shall be  
28 entered, in favor of Defendants and against ChromaDex, on ChromaDex’s Third

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1 Claim for Relief (misappropriation of trade secrets under California’s Uniform  
2 Trade Secrets Act) at ECF No. 153 ¶¶ 189-209) because ChromaDex has not proved  
3 causation or damages.

4 6. Partial summary judgment is **GRANTED**, and judgment shall be  
5 entered, in favor of Defendants and against ChromaDex, on ChromaDex’s Fourth  
6 Claim for Relief (misappropriation of trade secrets the Defend Trade Secrets Act at  
7 ECF No. 153 ¶¶ 210-213) because ChromaDex has not proved causation or  
8 damages.

9 7. Partial summary judgment is **GRANTED**, and judgment shall be  
10 entered, in favor of Morris and against ChromaDex on ChromaDex’s Fifth Claim  
11 for Relief (breach of contract, ECF No. 153 ¶¶ 214-22) because ChromaDex has  
12 not proved causation or damages.

13 8. Partial summary judgment is **GRANTED**, and judgment shall be  
14 entered, in favor of Morris and against ChromaDex on ChromaDex’s Sixth Claim  
15 for Relief (breach of contract, ECF No. 153 ¶¶ 223-37) because ChromaDex has  
16 not proved causation or damages.

17 9. Partial summary judgment is **GRANTED**, and judgment shall be  
18 entered, in favor of Morris and against ChromaDex on ChromaDex’s Sixth Claim  
19 for Relief (breach of contract, ECF No. 153 ¶¶ 223-37) because the New Employee  
20 Agreement lacks consideration and is void.

21 10. Partial summary judgment is **GRANTED** in favor of Morris and  
22 against ChromaDex on ChromaDex’s Seventh Claim for Relief (breach of fiduciary  
23 duty, ECF No. 153 ¶¶ 238-43) because ChromaDex has not proved causation or  
24 damages.

25 11. Partial summary judgment is **GRANTED** in favor of Elysium and  
26 against ChromaDex on ChromaDex’s Eighth Claim for Relief (aiding and abetting  
27 breach of fiduciary duty, ECF No. 153 ¶¶ 244-51) because ChromaDex has not  
28 proved causation or damages.

**IT IS SO ORDERED.**

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

Hon. Cormac J. Carney  
United States District Court Judge

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