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CLERK, U.S. DISTRICT COURT
SEP 13, 2021
CENTRAL DISTRICT OF CALIFORNIA
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

CHROMADEX, INC.,) **Case No.: SACV 16-02277-CJC (DFMx)**
)
Plaintiff,)
v.) **[SECOND DRAFT] VERDICT FORM**
)
ELYSIUM HEALTH, INC., and MARK)
MORRIS,)
Defendants.)
)
)
ELYSIUM HEALTH, INC.,)
)
Counterclaimant,)
v.)
)
CHROMADEX, INC.,)
)
Counter-Defendant.)
)
)

1 **I. CHROMADDEX’S CLAIMS AGAINST ELYSIUM**

2 **A. Breach of Contract – NIAGEN Supply Agreement & pTeroPure Supply**
3 **Agreement**

4 1. Did ChromaDex prove by a preponderance of the evidence its claim against
5 Elysium for breach of the NIAGEN Supply Agreement and/or the pTeroPure
6 Supply Agreement?

7 Yes ___ No ___

8
9 *If you answered “yes,” answer Question I.A.2. If you answered “no,” skip to Section I.B.*

10
11 2. What are ChromaDex’s damages for Elysium’s breach of contract?

12 DAMAGES: \$ _____

13
14 **B. Trade Secret Misappropriation**

15
16 1. Did ChromaDex prove by a preponderance of the evidence its claim that
17 Elysium misappropriated a trade secret of ChromaDex under State law?

18 Yes ___ No ___

19
20 *Answer Question I.B.2.*

21
22 2. Did ChromaDex prove by a preponderance of the evidence its claim that
23 Elysium misappropriated a trade secret of ChromaDex under Federal law?

24 Yes ___ No ___

25
26 *If you answered “yes” to one or both of Questions I.B.1 or I.B.2, answer Question I.B.3.*
27 *If you answered “no” to both Questions I.B.1 and I.B.2, skip to Section I.C.*

1 3. Should Elysium be required to disgorge profits from its sales of Basis
2 containing NR purchased on June 30, 2016?

3 Yes ___ No ___

4
5 C. Aiding and Abetting Breach of Fiduciary Duty

6 1. Did ChromaDex prove by a preponderance of the evidence its claim that
7 Elysium aided and abetted Mark Morris in his breach of fiduciary duty?

8
9 Yes ___ No ___

10
11 *If you answered "yes," answer Question I.C.2. If you answered "no," skip to Section*
12 *I.D.*

13 2. Should Elysium be required to disgorge profits from its sales of Basis
14 containing NR purchased on June 30, 2016?

15 Yes ___ No ___

16
17 *Answer Question I.C.3.*

18 3. Should Elysium be required to disgorge a price discount?

19 Yes ___ No ___

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D. ChromaDex’s Non-Contract Damages Against Elysium

Answer Question I.D.1 if you answered “yes” to Questions I.B.3 (disgorgement of profits for trade secret misappropriation) **and/or** I.C.2 (disgorgement of profits for aiding and abetting breach of fiduciary duty). By answering “yes” to one or both of those Questions, you found that disgorgement of Elysium’s profits is an appropriate measure of damages for its trade secret misappropriation **and/or** its aiding and abetting a breach of fiduciary duty.

Skip to Section II if you answered “no” to Questions I.B.1 (no state trade secret misappropriation), I.B.2 (no federal trade secret misappropriation), and I.C.1 (no aiding and abetting breach of fiduciary duty). By answering “no” to all of those Questions, you found that Elysium did not misappropriate a trade secret under State or Federal law and did not aid and abet a breach of fiduciary duty.

Also skip to Section II if you answered “no” to Questions I.B.3 (no disgorgement of profits for trade secret misappropriation) and I.C.2 (no disgorgement of profits for aiding and abetting breach of fiduciary duty). By answering “no” to both of those Questions, you found that disgorgement of Elysium’s profits is not an appropriate measure of damages for its trade secret misappropriation and its aiding and abetting a breach of fiduciary duty claims.

- 1. What amount of profits should Elysium be required to disgorge from its sales of Basis containing NR purchased on June 30, 2016?

DAMAGES: \$ _____

Answer Question I.D.2 if you answered “yes” to Question I.C.3 (disgorgement of price discount for aiding and abetting breach of fiduciary duty). Skip to Section I.E if you answered “no” to Question I.C.3 (no disgorgement of price discount for aiding and abetting breach of fiduciary duty).

- 2. What amount of price discount should Elysium be required to disgorge?

DAMAGES: \$ _____

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E. Punitive Damages

Answer Question I.E.1 if you answered “yes” to Questions I.B.1 (state trade secret misappropriation), I.B.2 (federal trade secret misappropriation), **and/or** I.C.1 (aiding and abetting breach of fiduciary duty). Skip to Section II if you answered “no” to Questions I.B.1 (state trade secret misappropriation), I.B.2 (federal trade secret misappropriation), and I.C.1 (aiding and abetting breach of fiduciary duty).

- 1. Do you find by clear and convincing evidence that Elysium acted with malice, oppression, or fraud?

Yes ___ No ___

If you answered “yes,” answer Question I.E.2. If you answered “no,” skip to Section II.

- 2. What amount of punitive damages do you award in favor of ChromaDex and against Elysium?

PUNITIVE DAMAGES: \$ _____

II. **CHROMADDEX’S CLAIMS AGAINST MORRIS**

A. Breach of Contract – February Confidentiality Agreement & July Confidentiality Agreement

- 1. Did ChromaDex prove by a preponderance of the evidence its claim that Mark Morris breached the agreement he signed with ChromaDex on February 26, 2016?

Yes ___ No ___

If you answered “yes,” answer Question II.A.2. If you answered “no,” skip to Question II.A.3.

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1 2. Should Mark Morris be required to disgorge compensation?

2 Yes ___ No ___

3
4 *Answer Question II.A.3.*

5
6 3. Did ChromaDex prove by a preponderance of the evidence that it and Mark
7 Morris entered into a valid and enforceable contract on July 15, 2016?

8 Yes ___ No ___

9 *If you answered “yes,” answer Question II.A.4. If you answered “no,” skip to Section*
10 *II.B.*

11
12 4. Did ChromaDex prove by a preponderance of the evidence its claim that
13 Mark Morris breached the July 15, 2016 contract?

14 Yes ___ No ___

15 *If you answered “yes,” answer Question II.A.5. If you answered “no,” skip to Section*
16 *II.B.*

17
18 5. Should Mark Morris be required to disgorge compensation?

19 Yes ___ No ___

20 **B. Misappropriation of Trade Secrets**

21
22 1. Did ChromaDex prove by a preponderance of the evidence its claim that
23 Mark Morris misappropriated a trade secret of ChromaDex under state law?

24 Yes ___ No ___

25
26 *Answer Question II.B.2.*

1 2. Did ChromaDex prove by a preponderance of the evidence its claim that
2 Mark Morris misappropriated a trade secret of ChromaDex under federal
3 law?

4 Yes ___ No ___

5 *If you answered “yes” to one or both of Questions II.B.1 or II.B.2, answer Question*
6 *II.B.3. If you answered “no” to both Questions II.B.1 and II.B.2, skip to Section II.C.*

7 3. Should Mark Morris be required to disgorge compensation?

8 Yes ___ No ___

9
10 C. Breach of Fiduciary Duty

11
12 1. Did ChromaDex prove by a preponderance of the evidence its claim that
13 Mark Morris breached a fiduciary duty to ChromaDex?

14 Yes ___ No ___

15
16 *If you answered “yes,” answer Question II.C.2. If you answered “no,” skip to Section*
17 *II.D.*

18 2. Should Mark Morris be required to disgorge compensation?

19 Yes ___ No ___

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D. ChromaDex’s Damages – Mark Morris

Answer Question II.D.1 if you answered “yes” to Questions II.A.2 (disgorge compensation for breach of February 2016 contract), II.A.5 (disgorge compensation for breach of July 2016 contract), II.B.3 (disgorge compensation for trade secret misappropriation), **and/or** II.C.2 (disgorge compensation for breach of fiduciary duty). By answering “yes” to one or more of those Questions, you found that disgorgement of compensation is an appropriate measure of damages for Morris’ breach of the February 2016 contract, breach of the July 2016 contract, trade secret misappropriation, **and/or** breach of fiduciary duty.

Skip to Section III if you answered “no” to Questions II.A.1 (no breach of February 2016 contract), II.A.4 (no breach of July 2016 contract), II.B.1 (no state trade secret misappropriation), II.B.2 (no federal trade secret misappropriation), and II.C.1 (no breach of fiduciary duty). By answering “no” to all of those Questions, you found that Mark Morris did not breach either the February 2016 or July 2016 contract, did not misappropriate trade secrets under State or Federal Law, and did not breach a fiduciary duty.

Also skip to Section III if you answered “no” to Questions II.A.2 (do not disgorge compensation for breach of February 2016 contract), II.A.5 (do not disgorge compensation for breach of July 2016 contract), II.B.3 (do not disgorge compensation for trade secret misappropriation), and II.C.2 (do not disgorge compensation for breach of fiduciary duty). By answering “no” to all of those Questions, you found that disgorgement of compensation is not an appropriate measure of damages for Morris’ breach of the February 2016 contract, breach of the July 2016 contract, trade secret misappropriation, and breach of fiduciary duty

1. What amount of compensation should Mark Morris be required to disgorge?

DAMAGES: \$ _____

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E. Punitive Damages

Answer Question II.D.1 if you answered “yes” to Questions II.B.1 (state trade secret misappropriation), II.B.2 (federal trade secret misappropriation), **and/or** II.C.1 (breach of fiduciary duty). Skip to Section III if you answered “no” to Questions II.B.1 (no state trade secret misappropriation), II.B.2 (no federal trade secret misappropriation), and II.C.1 (no breach of fiduciary duty).

- 1. Do you find by clear and convincing evidence that Mark Morris acted with malice, oppression, or fraud?

Yes ___ No ___

If you answered “yes,” answer Question II.D.2. If you answered “no,” skip to Section III.

- 2. What amount of punitive damages do you award in favor of ChromaDex and against Mark Morris?

PUNITIVE DAMAGES: \$ _____

III. ELYSIUM’S COUNTERCLAIMS AGAINST CHROMADDEX

A. Breach of the Most-Favored-Nation Provision of the NIAGEN Supply Agreement

- 1. Did Elysium prove by a preponderance of the evidence its claim that ChromaDex breached the Most-Favored-Nation provision of the NIAGEN Supply Agreement?

Yes ___ No ___

If you answered “yes,” answer Question III.A.2. If you answered “no,” skip to Section III.B.

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- 1 2. How much did ChromaDex overcharge Elysium as a result of its breach of
2 the Most-Favored-Nation provision of the NIAGEN Supply Agreement?

3 DAMAGES: \$ _____
4

5 B. Fraudulent Inducement
6

- 7 1. Did Elysium prove by a preponderance of the evidence its claim that
8 ChromaDex fraudulently induced Elysium to enter into the Trademark
9 License and Royalty Agreement?

10 Yes ___ No ___

11 *If you answered “yes,” answer Question III.B.2. If you answered “no,” sign and date the*
12 *verdict form.*

- 13 2. What are Elysium’s damages for ChromaDex’s fraudulent inducement?

14 DAMAGES: \$ _____
15

16 C. Punitive Damages
17

18 *If you answered “yes” to Question III.B.1, answer Question III.C.1. If you answered*
19 *“no” to Question III.B.1, sign and date the verdict form.*

- 20 1. Do you find by clear and convincing evidence that ChromaDex acted with
21 malice, oppression, or fraud?

22 Yes ___ No ___
23

24 *If you answered “yes,” answer Question III.C.2. If you answered “no,” sign and date*
25 *the verdict form.*

- 26 2. What amount of punitive damages do you award in favor of Elysium and
27 against ChromaDex?

28 PUNITIVE DAMAGES: \$ _____

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Please sign and date this form, and then return it to the Court.

Dated: _____

Signed: _____

Presiding Juror