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DONALD R. WARE (admitted *pro hac vice*)
dware@foleyhoag.com
MARCO J. QUINA (admitted *pro hac vice*)
mquina@foleyhoag.com
FOLEY HOAG LLP
155 Seaport Boulevard
Boston, MA 02210
Telephone: (617) 832-1000
Facsimile: (617) 832-7000
*Attorneys for Defendant and Counterclaimant
Elysium Health, Inc.*

1 Defendant Elysium Health, Inc. ("Elysium"), by and through its undersigned
2 counsel, upon personal knowledge with respect to itself and its own acts, and upon
3 information and belief with respect to all other matters, responds to the allegations
4 made by Plaintiff ChromaDex, Inc. ("ChromaDex") in the Fourth Amended
5 Complaint and counterclaims as follows:

6 **ANSWER**

7 1. To the extent the allegations in Paragraph 1 of the Fourth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Elysium denies the allegations set forth in Paragraph 1 of the
10 Fourth Amended Complaint.

11 2. Elysium denies knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 2 of the Fourth Amended Complaint,
13 except admits that Elysium sells a dietary supplement named "Basis" and that
14 Elysium has previously purchased Niagen and pTeroPure from ChromaDex, and
15 denies the allegation in the last sentence of Paragraph 2 of the Fourth Amended
16 Complaint.

17 3. Elysium denies the allegations in Paragraph 3 of the Fourth Amended
18 Complaint.

19 4. Elysium denies the allegations in Paragraph 4 of the Fourth Amended
20 Complaint

21 5. Elysium denies the allegations in Paragraph 5 of the Fourth Amended
22 Complaint.

23 6. To the extent the allegations in Paragraph 6 of the Fourth Amended
24 Complaint state legal conclusions, no response is required. To the extent a response
25 is deemed necessary, Elysium denies the allegations in Paragraph 6 of the Fourth
26 Amended Complaint, except admits that two former ChromaDex employees were
27 employed by Elysium.

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1 7. Elysium denies the allegations in Paragraph 7 of the Fourth Amended
2 Complaint.

3 8. To the extent the allegations in Paragraph 8 of the Fourth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Elysium denies the allegations in Paragraph 8 of the Fourth
6 Amended Complaint.

7 9. Paragraph 9 of the Fourth Amended Complaint contains legal
8 conclusions as to which no response is required.

9 10. Paragraph 10 of the Fourth Amended Complaint contains legal
10 conclusions as to which no response is required.

11 11. Elysium denies knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 11 of the Fourth Amended Complaint.

13 12. Elysium admits the allegations in Paragraph 12 of the Fourth Amended
14 Complaint.

15 13. Elysium denies knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 13 of the Fourth Amended Complaint,
17 except admits that Elysium has previously purchased Niagen from ChromaDex.

18 14. Elysium admits the allegations in Paragraph 14 of the Fourth Amended
19 Complaint.

20 15. Elysium denies knowledge or information sufficient to form a belief as
21 to the truth of the allegations in Paragraph 15 of the Fourth Amended Complaint.

22 16. Elysium admits the allegations in Paragraph 16 of the Fourth Amended
23 Complaint.

24 17. Elysium denies knowledge or information sufficient to form a belief as
25 to the truth of the allegations in Paragraph 17 of the Fourth Amended Complaint.

26 18. As to Paragraph 18 of the Fourth Amended Complaint, Elysium refers
27 to the Niagen Supply Agreement, the pTeroPure Supply Agreement, and the
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1 Trademark License and Royalty Agreement (together, the "Agreements") themselves
2 for the terms, conditions, and provisions of each Agreement. Elysium denies any
3 paraphrasing, summarizing, or characterization of the Agreements and any factual
4 inferences or legal conclusions made by ChromaDex based on the Agreements. To
5 the extent a response is deemed necessary, Elysium denies the allegations in
6 Paragraph 18 of the Fourth Amended Complaint, except admits that the Niagen
7 Supply Agreement and the Trademark License and Royalty Agreement are now
8 terminated.

9 19. Elysium denies the allegations in Paragraph 19 of the Fourth Amended
10 Complaint, except admits that Elysium sells a health supplement named Basis that
11 combines nicotinamide riboside ("NR") and pterostilbene, which it obtains from
12 sources other than ChromaDex, along with other non-active ingredients.

13 20. To the extent the allegations in Paragraph 20 of the Fourth Amended
14 Complaint state legal conclusions, no response is required. To the extent a response
15 is deemed necessary, Elysium denies the allegations in Paragraph 20 of the Fourth
16 Amended Complaint, except admits that Elysium previously purchased NR and
17 pterostilbene from ChromaDex and admits that ChromaDex purports to have
18 exercised its right to not renew the Niagen Supply Agreement effective February 2,
19 2017.

20 21. Elysium denies the allegations in Paragraph 21 of the Fourth Amended
21 Complaint, except admits that Elysium ordered Niagen from ChromaDex in 2015
22 and in the first quarter of 2016.

23 22. Elysium denies the allegations in Paragraph 22 of the Fourth Amended
24 Complaint.

25 23. To the extent the allegations in Paragraph 23 of the Fourth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
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1 is deemed necessary, Elysium denies the allegations in Paragraph 23 of the Fourth
2 Amended Complaint.

3 24. Elysium denies the allegations in Paragraph 24 of the Fourth Amended
4 Complaint.

5 25. To the extent the allegations in Paragraph 25 of the Fourth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Elysium denies the allegations in the first sentence of
8 Paragraph 25 of the Fourth Amended Complaint and denies knowledge or
9 information sufficient to form a belief as to the truth of the allegations in the second
10 sentence of Paragraph 25 of the Fourth Amended Complaint.

11 26. To the extent the allegations in Paragraph 26 of the Fourth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Elysium denies the allegations in Paragraph 26 of the Fourth
14 Amended Complaint.

15 27. To the extent the allegations in Paragraph 27 of the Fourth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Elysium denies the allegations in Paragraph 27 of the Fourth
18 Amended Complaint.

19 28. Elysium denies the allegations in Paragraph 28 of the Fourth Amended
20 Complaint.

21 29. Elysium denies the allegations in Paragraph 29 of the Fourth Amended
22 Complaint.

23 30. To the extent the allegations in Paragraph 30 of the Fourth Amended
24 Complaint state legal conclusions, no response is required. To the extent a response
25 is deemed necessary, Elysium denies the allegations in Paragraph 30 of the Fourth
26 Amended Complaint.

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1 31. Elysium denies the allegations in Paragraph 31 of the Fourth Amended
2 Complaint, except admits that Elysium submitted purchase orders for Niagen and
3 pTeroPure on June 28, 2016, and refers to the purchase orders themselves for the
4 terms, conditions, and provisions of each order. Elysium denies any paraphrasing,
5 summarizing, or characterization of the purchase orders and any factual inferences or
6 legal conclusions made by ChromaDex based on the purchase orders.

7 32. To the extent the allegations in Paragraph 32 of the Fourth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Elysium denies the allegations in Paragraph 32 of the Fourth
10 Amended Complaint.

11 33. Elysium denies the allegations in Paragraph 33 of the Fourth Amended
12 Complaint, except admits that ChromaDex discussed the June 28 purchase orders
13 with Elysium and ultimately did not fill the June 28 purchase orders.

14 34. Elysium denies the allegations in Paragraph 34 of the Fourth Amended
15 Complaint, except admits that Mr. Morris scheduled a call between ChromaDex and
16 Elysium to discuss the June 28 purchase orders.

17 35. Elysium admits the allegations in Paragraph 25 of the Fourth Amended
18 Complaint.

19 36. Elysium denies the allegations in Paragraph 36 of the Fourth Amended
20 Complaint, except admits that Elysium and ChromaDex spoke by phone on June 30,
21 2016, and that Elysium objected to the price ChromaDex asked for Niagen as being
22 in breach of the parties' Agreements.

23 37. Elysium denies the allegations in Paragraph 37 of the Fourth Amended
24 Complaint.

25 38. As to Paragraph 38 of the Fourth Amended Complaint, Elysium refers
26 to the June 30, 2016 purchase orders themselves for the terms, conditions, and
27 provisions of each order. Elysium denies any paraphrasing, summarizing, or
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1 characterization of the purchase orders and any factual inferences or legal
2 conclusions made by ChromaDex based on the purchase orders, and expressly denies
3 that the June 28, 2016 purchase orders were "disingenuous."

4 39. Elysium denies knowledge or information sufficient to form a belief as
5 to the truth of the allegations in Paragraph 39 of the Fourth Amended Complaint,
6 except denies that Elysium's orders were expected to last for nine months.

7 40. To the extent the allegations in Paragraph 40 of the Fourth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Elysium denies knowledge or information sufficient to form a
10 belief as to the truth of the allegations in Paragraph 40 of the Fourth Amended
11 Complaint.

12 41. Elysium denies the allegations in Paragraph 41 of the Fourth Amended
13 Complaint.

14 42. Elysium denies the allegations in Paragraph 29 of the Fourth Amended
15 Complaint, except admits that ChromaDex filled the June 30 Purchase Orders on
16 July 1, 2016, and August 9, 2016.

17 43. Elysium admits the allegations in Paragraph 43 of the Fourth Amended
18 Complaint.

19 44. Elysium admits the allegations in Paragraph 44 of the Fourth Amended
20 Complaint.

21 45. Elysium denies the allegations in Paragraph 45 of the Fourth Amended
22 Complaint, except admits that Mr. Alminana wrote an email to ChromaDex on
23 August 10, 2016, and refers to the email for its complete contents.

24 46. As to Paragraph 46 of the Fourth Amended Complaint, Elysium refers
25 to the referenced email for its complete contents. Elysium denies any paraphrasing,
26 summarizing, or characterization of the email and any factual inferences or legal
27 conclusions made by ChromaDex based on the email.

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1 47. Elysium denies the allegations in Paragraph 47 of the Fourth Amended
2 Complaint.

3 48. Elysium denies the allegations in Paragraph 48 of the Fourth Amended
4 Complaint, except admits that ChromaDex periodically sought payment from
5 Elysium.

6 49. Elysium denies the allegations in Paragraph 49 of the Fourth Amended
7 Complaint, except admits that Elysium has not paid what ChromaDex has demanded
8 and further states that Michael Brauser, acting with ChromaDex's express, implied,
9 or apparent authority, has continually harassed both Elysium and several of its
10 investors by phone and email in an effort to frustrate rather than promote the
11 amicable resolution of this matter.

12 50. Elysium denies knowledge or information sufficient to form a belief as
13 to the truth of the allegations in Paragraph 50 of the Fourth Amended Complaint,
14 except admits that Messrs. Morris and Dellinger are former ChromaDex employees
15 whom Elysium employed.

16 51. As to Paragraph 51 of the Fourth Amended Complaint, Elysium refers
17 to the June 30, 2016 purchase orders themselves for the terms, conditions, and
18 provisions of each order, except admits that Elysium has not paid what ChromaDex
19 has demanded.

20 52. Elysium denies the allegations in Paragraph 52 of the Fourth Amended
21 Complaint.

22 53. Elysium denies the allegations in Paragraph 53 of the Fourth Amended
23 Complaint, except denies knowledge or information sufficient to form a belief as to
24 the truth of the allegations in the second sentence of Paragraph 53 of the Fourth
25 Amended Complaint.

26 54. Elysium denies the allegations in Paragraph 54 of the Fourth Amended
27 Complaint.

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1 55. Elysium denies the allegations in Paragraph 55 of the Fourth Amended
2 Complaint.

3 56. Elysium denies the allegations in Paragraph 56 of the Fourth Amended
4 Complaint.

5 57. As to Paragraph 57 of the Fourth Amended Complaint, Elysium refers
6 to the pTeroPure Supply Agreement itself for its terms, conditions, and provisions.
7 Elysium denies any paraphrasing, summarizing, or characterization of the pTeroPure
8 Supply Agreement and any factual inferences or legal conclusions made by
9 ChromaDex based on the pTeroPure Supply Agreement.

10 58. As to Paragraph 58 of the Fourth Amended Complaint, Elysium refers
11 to the pTeroPure Supply Agreement itself for its terms, conditions, and provisions.
12 Elysium denies any paraphrasing, summarizing, or characterization of the pTeroPure
13 Supply Agreement and any factual inferences or legal conclusions made by
14 ChromaDex based on the pTeroPure Supply Agreement.

15 59. As to Paragraph 59 of the Fourth Amended Complaint, Elysium refers
16 to the pTeroPure Supply Agreement itself for its terms, conditions, and provisions.
17 Elysium denies any paraphrasing, summarizing, or characterization of the pTeroPure
18 Supply Agreement and any factual inferences or legal conclusions made by
19 ChromaDex based on the pTeroPure Supply Agreement.

20 60. As to Paragraph 60 of the Fourth Amended Complaint, Elysium refers
21 to the referenced invoices themselves for their complete terms. Elysium denies any
22 paraphrasing, summarizing, or characterization of the invoices and any factual
23 inferences or legal conclusions made by ChromaDex based on the invoices.

24 61. To the extent the allegations in Paragraph 61 of the Fourth Amended
25 Complaint state legal conclusions, no response is required. To the extent a response
26 is deemed necessary, Elysium denies the allegations in Paragraph 61 of the Fourth
27 Amended Complaint.

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1 62. To the extent the allegations in Paragraph 62 of the Fourth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Elysium denies the allegations in Paragraph 62 of the Fourth
4 Amended Complaint.

5 63. As to Paragraph 63 of the Fourth Amended Complaint, Elysium refers
6 to the Niagen Supply Agreement itself for its terms, conditions, and provisions.
7 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
8 Supply Agreement and any factual inferences or legal conclusions made by
9 ChromaDex based on the Niagen Supply Agreement.

10 64. As to Paragraph 64 of the Fourth Amended Complaint, Elysium refers
11 to the Niagen Supply Agreement itself for its terms, conditions, and provisions.
12 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
13 Supply Agreement and any factual inferences or legal conclusions made by
14 ChromaDex based on the Niagen Supply Agreement.

15 65. As to Paragraph 65 of the Fourth Amended Complaint, Elysium refers
16 to the Niagen Supply Agreement itself for its terms, conditions, and provisions.
17 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
18 Supply Agreement and any factual inferences or legal conclusions made by
19 ChromaDex based on the Niagen Supply Agreement.

20 66. As to Paragraph 66 of the Fourth Amended Complaint, Elysium refers
21 to the Niagen Supply Agreement itself for its terms, conditions, and provisions.
22 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
23 Supply Agreement and any factual inferences or legal conclusions made by
24 ChromaDex based on the Niagen Supply Agreement.

25 67. To the extent the allegations in Paragraph 67 of the Fourth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
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1 is deemed necessary, Elysium denies the allegations in Paragraph 67 of the Fourth
2 Amended Complaint.

3 68. To the extent the allegations in Paragraph 68 of the Fourth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Elysium denies the allegations in Paragraph 68 of the Fourth
6 Amended Complaint, except admits that on October 31, 2016, ChromaDex sent to
7 Elysium a notice letter and refers to the letter for its complete contents.

8 69. Elysium denies knowledge or information sufficient to form a belief as
9 to the truth of the allegations in Paragraph 69 of the Fourth Amended Complaint,
10 except denies the allegations in the third sentence of Paragraph 69 of the Fourth
11 Amended Complaint and admits that Mr. Morris is currently employed by Elysium.

12 70. Elysium denies knowledge or information sufficient to form a belief as
13 to the truth of the allegations in the first sentence of Paragraph 70 of the Fourth
14 Amended Complaint. To the extent the allegations in the second sentence of
15 Paragraph 70 of the Fourth Amended Complaint state legal conclusions, no response
16 is required. To the extent a response is deemed necessary, Elysium denies the
17 allegations in the second sentence of Paragraph 70 of the Fourth Amended
18 Complaint.

19 71. Elysium denies the allegations in Paragraph 71 of the Fourth Amended
20 Complaint.

21 72. Elysium the allegations in Paragraph 72 of the Fourth Amended
22 Complaint.

23 73. Elysium denies the allegations in Paragraph 73 of the Fourth Amended
24 Complaint.

25 74. Paragraph 74 of the Fourth Amended Complaint contains allegations
26 rendered impertinent and immaterial by the Court's Order Granting in Part and
27 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
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1 required. To the extent a response is deemed necessary, Elysium denies the
2 allegations in Paragraph 74 of the Fourth Amended Complaint.

3 75. Paragraph 75 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required. To the extent a response is deemed necessary, Elysium denies the
7 allegations in Paragraph 75 of the Fourth Amended Complaint.

8 76. Paragraph 76 of the Fourth Amended Complaint contains allegations
9 rendered impertinent and immaterial by the Court's Order Granting in Part and
10 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
11 required. To the extent a response is deemed necessary, Elysium denies knowledge
12 or information sufficient to form a belief as to the truth of the allegations in
13 Paragraph 76 of the Fourth Amended Complaint and denies that Mr. Morris took any
14 action "with the intent of using that stolen information for Elysium's purposes."

15 77. Elysium denies the allegations in Paragraph 77 of the Fourth Amended
16 Complaint.

17 78. To the extent the allegations in Paragraph 78 of the Fourth Amended
18 Complaint state legal conclusions, no response is required. To the extent a response
19 is deemed necessary, Elysium denies the allegations in Paragraph 78 of the Fourth
20 Amended Complaint.

21 79. Elysium denies the allegations in Paragraph 79 of the Fourth Amended
22 Complaint.

23 80. Paragraph 80 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required. To the extent a response is deemed necessary, Elysium denies the
27 allegations in Paragraph 80 of the Fourth Amended Complaint.

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1 81. Paragraph 81 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required. To the extent a response is deemed necessary, Elysium denies the
5 allegations in Paragraph 81 of the Fourth Amended Complaint.

6 82. Paragraph 82 of the Fourth Amended Complaint contains allegations
7 rendered impertinent and immaterial by the Court's Order Granting in Part and
8 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
9 required. To the extent a response is deemed necessary, Elysium denies the
10 allegations in Paragraph 82 of the Fourth Amended Complaint.

11 83. Paragraph 83 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required. To the extent a response is deemed necessary, Elysium denies knowledge
15 or information sufficient to form a belief as to the truth of the allegations in
16 Paragraph 83 of the Fourth Amended Complaint.

17 84. Paragraph 84 of the Fourth Amended Complaint contains allegations
18 rendered impertinent and immaterial by the Court's Order Granting in Part and
19 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
20 required. To the extent a response is deemed necessary, Elysium denies the
21 allegations in Paragraph 84 of the Fourth Amended Complaint.

22 85. Paragraph 85 of the Fourth Amended Complaint contains allegations
23 rendered impertinent and immaterial by the Court's Order Granting in Part and
24 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
25 required. To the extent a response is deemed necessary, Elysium denies the
26 allegations in Paragraph 85 of the Fourth Amended Complaint.

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1 86. Paragraph 86 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required. To the extent a response is deemed necessary, Elysium denies the
5 allegations in Paragraph 86 of the Fourth Amended Complaint, except admits that
6 Mr. Morris sent a confidentiality agreement by email to Mr. Alminana and Mr.
7 Marcotulli on August 1, 2016, and refers to the referenced email for its complete
8 contents. Elysium denies any paraphrasing, summarizing, or characterization of the
9 email and any factual inferences or legal conclusions made by ChromaDex based on
10 the email.

11 87. Paragraph 87 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required. To the extent a response is deemed necessary, Elysium denies the
15 allegations in Paragraph 87 of the Fourth Amended Complaint.

16 88. Paragraph 88 of the Fourth Amended Complaint contains allegations
17 rendered impertinent and immaterial by the Court's Order Granting in Part and
18 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
19 required. To the extent a response is deemed necessary, Elysium denies the
20 allegations in Paragraph 88 of the Fourth Amended Complaint, except denies
21 knowledge or information sufficient to form a belief as to the truth of the allegations
22 in the second, third, and fourth sentences in Paragraph 88 of the Fourth Amended
23 Complaint.

24 89. To the extent the allegations in Paragraph 89 of the Fourth Amended
25 Complaint state legal conclusions, no response is required. To the extent a response
26 is deemed necessary, Elysium denies the allegations in Paragraph 89 of the Fourth
27 Amended Complaint.

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1 90. To the extent the allegations in Paragraph 90 of the Fourth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Elysium denies the allegations in Paragraph 90 of the Fourth
4 Amended Complaint, except denies knowledge or information sufficient to form a
5 belief as to the truth of the allegations in the second sentence in Paragraph 90 of the
6 Fourth Amended Complaint.

7 91. To the extent the allegations in Paragraph 91 of the Fourth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Elysium denies the allegations in Paragraph 91 of the Fourth
10 Amended Complaint, and refers to the Niagen Supply Agreement itself for its terms,
11 conditions, and provisions. Elysium denies any paraphrasing, summarizing, or
12 characterization of the Niagen Supply Agreement and any factual inferences or legal
13 conclusions made by ChromaDex based on the Niagen Supply Agreement.

14 92. Elysium denies the allegations in Paragraph 92 of the Fourth Amended
15 Complaint.

16 93. Paragraph 93 of the Fourth Amended Complaint contains allegations
17 rendered impertinent and immaterial by the Court's Order Granting in Part and
18 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
19 required. Further, to the extent the allegations in Paragraph 93 of the Fourth
20 Amended Complaint state legal conclusions, no response is required. To the extent a
21 response is deemed necessary, Elysium denies the allegations in Paragraph 93 of the
22 Fourth Amended Complaint.

23 94. Paragraph 94 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required. Further, to the extent the allegations in Paragraph 94 of the Fourth
27 Amended Complaint state legal conclusions, no response is required. To the extent a
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1 response is deemed necessary, Elysium denies the allegations in Paragraph 94 of the
2 Fourth Amended Complaint.

3 95. Paragraph 95 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required. To the extent a response is deemed necessary, Elysium denies the
7 allegations in Paragraph 95 of the Fourth Amended Complaint.

8 96. Paragraph 96 of the Fourth Amended Complaint contains allegations
9 rendered impertinent and immaterial by the Court's Order Granting in Part and
10 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
11 required. To the extent a response is deemed necessary, Elysium denies the
12 allegations in Paragraph 96 of the Fourth Amended Complaint.

13 97. Paragraph 97 of the Fourth Amended Complaint contains allegations
14 rendered impertinent and immaterial by the Court's Order Granting in Part and
15 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
16 required. To the extent a response is deemed necessary, Elysium denies the
17 allegations in Paragraph 97 of the Fourth Amended Complaint.

18 98. Elysium denies information and belief sufficient to form a belief as to
19 the truth of the allegations in Paragraph 98 of the Fourth Amended Complaint,
20 except admits that Mr. Dellinger became employed by Elysium in 2016.

21 99. Paragraph 99 of the Fourth Amended Complaint contains allegations
22 rendered impertinent and immaterial by the Court's Order Granting in Part and
23 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
24 required. Further, to the extent the allegations in Paragraph 99 of the Fourth
25 Amended Complaint state legal conclusions, no response is required. To the extent a
26 response is deemed necessary, Elysium denies knowledge or information sufficient
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1 to form a belief as to the truth of the allegations in Paragraph 99 of the Fourth
2 Amended Complaint.

3 100. Paragraph 100 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required. To the extent a response is deemed necessary, Elysium denies the
7 allegations in Paragraph 100 of the Fourth Amended Complaint.

8 101. Paragraph 101 of the Fourth Amended Complaint contains allegations
9 rendered impertinent and immaterial by the Court's Order Granting in Part and
10 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
11 required. Further, to the extent the allegations in Paragraph 101 of the Fourth
12 Amended Complaint state legal conclusions, no response is required. To the extent a
13 response is deemed necessary, Elysium denies the allegations in Paragraph 101 of
14 the Fourth Amended Complaint.

15 102. Paragraph 102 of the Fourth Amended Complaint contains allegations
16 rendered impertinent and immaterial by the Court's Order Granting in Part and
17 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
18 required. Further, to the extent the allegations in Paragraph 102 of the Fourth
19 Amended Complaint state legal conclusions, no response is required. To the extent a
20 response is deemed necessary, Elysium denies knowledge or information sufficient
21 to form a belief as to the truth of the allegations in Paragraph 102 of the Fourth
22 Amended Complaint, except denies the allegations in the final sentence of Paragraph
23 102 of the Fourth Amended Complaint.

24 103. Paragraph 103 of the Fourth Amended Complaint contains allegations
25 rendered impertinent and immaterial by the Court's Order Granting in Part and
26 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
27 required. Further, to the extent the allegations in Paragraph 103 of the Fourth
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1 Amended Complaint state legal conclusions, no response is required. To the extent a
2 response is deemed necessary, Elysium denies the allegations in Paragraph 103 of
3 the Fourth Amended Complaint.

4 104. Paragraph 104 of the Fourth Amended Complaint contains allegations
5 rendered impertinent and immaterial by the Court's Order Granting in Part and
6 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
7 required. Further, to the extent the allegations in Paragraph 104 of the Fourth
8 Amended Complaint state legal conclusions, no response is required. To the extent a
9 response is deemed necessary, Elysium denies the allegations in Paragraph 104 of
10 the Fourth Amended Complaint.

11 105. Paragraph 105 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required. Further, to the extent the allegations in Paragraph 105 of the Fourth
15 Amended Complaint state legal conclusions, no response is required. To the extent a
16 response is deemed necessary, Elysium denies the allegations in Paragraph 105 of
17 the Fourth Amended Complaint.

18 106. Paragraph 106 of the Fourth Amended Complaint contains allegations
19 rendered impertinent and immaterial by the Court's Order Granting in Part and
20 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
21 required. To the extent a response is deemed necessary, Elysium denies the
22 allegations in Paragraph 106 of the Fourth Amended Complaint.

23 107. Paragraph 107 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required. To the extent a response is deemed necessary, Elysium denies knowledge
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1 or information sufficient to form a belief as to the truth of the allegations in
2 Paragraph 107 of the Fourth Amended Complaint.

3 108. Paragraph 108 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required. Further, to the extent the allegations in Paragraph 101 of the Fourth
7 Amended Complaint state legal conclusions, no response is required. To the extent a
8 response is deemed necessary, Elysium denies the allegations in Paragraph 108 of
9 the Fourth Amended Complaint and refers to the pTeroPure Supply Agreement
10 itself for its terms, conditions, and provisions. Elysium denies any paraphrasing,
11 summarizing, or characterization of the pTeroPure Supply Agreement and any
12 factual inferences or legal conclusions made by ChromaDex based on the pTeroPure
13 Supply Agreement.

14 109. Paragraph 109 of the Fourth Amended Complaint contains allegations
15 rendered impertinent and immaterial by the Court's Order Granting in Part and
16 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
17 required. Further, to the extent the allegations in Paragraph 109 of the Fourth
18 Amended Complaint state legal conclusions, no response is required. To the extent a
19 response is deemed necessary, Elysium denies the allegations in Paragraph 109 of
20 the Fourth Amended Complaint.

21 110. Paragraph 110 of the Fourth Amended Complaint contains allegations
22 rendered impertinent and immaterial by the Court's Order Granting in Part and
23 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
24 required. Further, to the extent the allegations in Paragraph 110 of the Fourth
25 Amended Complaint state legal conclusions, no response is required. To the extent a
26 response is deemed necessary, Elysium denies the allegations in Paragraph 110 of
27 the Fourth Amended Complaint.

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1 111. Paragraph 111 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required. Further, to the extent the allegations in Paragraph 111 of the Fourth
5 Amended Complaint state legal conclusions, no response is required. To the extent a
6 response is deemed necessary, Elysium denies the allegations in Paragraph 111 of
7 the Fourth Amended Complaint.

8 112. Elysium admits the allegations in Paragraph 112 of the Fourth Amended
9 Complaint, and refers to the referenced First Amended Counterclaims for their
10 complete contents.

11 113. Elysium admits the allegations in Paragraph 113 of the Fourth Amended
12 Complaint, and refers to the referenced First Amended Counterclaims for their
13 complete contents.

14 114. Elysium admits the allegations in Paragraph 114 of the Fourth Amended
15 Complaint, and refers to the referenced motion and order for their complete contents.

16 115. Elysium denies knowledge or information sufficient to form a belief as
17 to the truth of the allegations in Paragraph 115 of the Fourth Amended Complaint.

18 116. Paragraph 116 of the Fourth Amended Complaint states legal
19 conclusions to which no response is required. To the extent a response is deemed
20 necessary, Elysium denies the allegations in Paragraph 116 of the Fourth Amended
21 Complaint.

22 117. Paragraph 117 of the Fourth Amended Complaint states legal
23 conclusions to which no response is required. To the extent a response is deemed
24 necessary, Elysium denies the allegations in Paragraph 117 of the Fourth Amended
25 Complaint.

26 118. Elysium denies knowledge or information sufficient to form a belief as
27 to the truth of the allegations in Paragraph 118 of the Fourth Amended Complaint.

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1 119. To the extent the allegations in Paragraph 119 of the Fourth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Elysium denies that ChromaDex has purged its patent misuse
4 and denies knowledge or information sufficient to form a belief as to the truth of the
5 remaining allegations in Paragraph 119 of the Fourth Amended Complaint.

6 120. Elysium incorporates by reference its responses to Paragraphs 1-119 of
7 the Fourth Amended Complaint as if set forth herein.

8 121. Paragraph 121 of the Fourth Amended Complaint states legal
9 conclusions to which no response is required.

10 122. To the extent the allegations in Paragraph 122 of the Fourth Amended
11 Complaint state legal conclusions, no response is required. To the extent a response
12 is deemed necessary, Elysium denies the allegations in Paragraph 122 of the Fourth
13 Amended Complaint.

14 123. To the extent the allegations in Paragraph 123 of the Fourth Amended
15 Complaint state legal conclusions, no response is required. To the extent a response
16 is deemed necessary, Elysium denies the allegations in Paragraph 123 of the Fourth
17 Amended Complaint.

18 124. To the extent the allegations in Paragraph 124 of the Fourth Amended
19 Complaint state legal conclusions, no response is required. To the extent a response
20 is deemed necessary, Elysium denies the allegations in Paragraph 124 of the Fourth
21 Amended Complaint.

22 125. To the extent the allegations in Paragraph 125 of the Fourth Amended
23 Complaint state legal conclusions, no response is required. To the extent a response
24 is deemed necessary, Elysium refers to the pTeroPure Supply Agreement itself for its
25 terms, conditions, and provisions. Elysium denies any paraphrasing, summarizing,
26 or characterization of the pTeroPure Supply Agreement and any factual inferences or
27 legal conclusions made by ChromaDex based on the pTeroPure Supply Agreement.

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1 126. To the extent the allegations in Paragraph 126 of the Fourth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Elysium refers to the pTeroPure Supply Agreement itself for its
4 terms, conditions, and provisions. Elysium denies any paraphrasing, summarizing,
5 or characterization of the pTeroPure Supply Agreement and any factual inferences or
6 legal conclusions made by ChromaDex based on the pTeroPure Supply Agreement.

7 127. To the extent the allegations in Paragraph 127 of the Fourth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Elysium denies the allegations in Paragraph 127 of the Fourth
10 Amended Complaint.

11 128. To the extent the allegations in Paragraph 101 of the Fourth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Elysium denies the allegations in Paragraph 128 of the Fourth
14 Amended Complaint.

15 129. To the extent the allegations in Paragraph 129 of the Fourth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Elysium denies the allegations in Paragraph 129 of the Fourth
18 Amended Complaint.

19 130. To the extent the allegations in Paragraph 130 of the Fourth Amended
20 Complaint state legal conclusions, no response is required. To the extent a response
21 is deemed necessary, Elysium denies the allegations in Paragraph 130 of the Fourth
22 Amended Complaint.

23 131. Elysium incorporates by reference its responses to Paragraphs 1-130 of
24 the Fourth Amended Complaint as if set forth herein.

25 132. Paragraph 132 of the Fourth Amended Complaint states legal
26 conclusions to which no response is required.

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1 133. To the extent the allegations in Paragraph 133 of the Fourth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Elysium denies the allegations in Paragraph 133 of the Fourth
4 Amended Complaint.

5 134. To the extent the allegations in Paragraph 134 of the Fourth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Elysium denies the allegations in Paragraph 134 of the Fourth
8 Amended Complaint.

9 135. To the extent the allegations in Paragraph 135 of the Fourth Amended
10 Complaint state legal conclusions, no response is required. To the extent a response
11 is deemed necessary, Elysium denies the allegations in Paragraph 135 of the Fourth
12 Amended Complaint.

13 136. To the extent the allegations in Paragraph 136 of the Fourth Amended
14 Complaint state legal conclusions, no response is required. To the extent a response
15 is deemed necessary, Elysium refers to the Niagen Supply Agreement itself for its
16 terms, conditions, and provisions. Elysium denies any paraphrasing, summarizing,
17 or characterization of the Niagen Supply Agreement and any factual inferences or
18 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

19 137. To the extent the allegations in Paragraph 137 of the Fourth Amended
20 Complaint state legal conclusions, no response is required. To the extent a response
21 is deemed necessary, Elysium refers to the Niagen Supply Agreement itself for its
22 terms, conditions, and provisions. Elysium denies any paraphrasing, summarizing,
23 or characterization of the Niagen Supply Agreement and any factual inferences or
24 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

25 138. To the extent the allegations in Paragraph 138 of the Fourth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
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1 is deemed necessary, Elysium denies the allegations in Paragraph 138 of the Fourth
2 Amended Complaint.

3 139. To the extent the allegations in Paragraph 139 of the Fourth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Elysium denies the allegations in Paragraph 139 of the Fourth
6 Amended Complaint.

7 140. Elysium denies knowledge or information sufficient to form a belief as
8 to the truth of the allegations in Paragraph 140 of the Fourth Amended Complaint.

9 141. Elysium admits the allegations in Paragraph 141 of the Fourth Amended
10 Complaint.

11 142. To the extent the allegations in Paragraph 142 of the Fourth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Elysium denies the allegations in Paragraph 142 of the Fourth
14 Amended Complaint.

15 143. To the extent the allegations in Paragraph 143 of the Fourth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Elysium denies the allegations in Paragraph 143 of the Fourth
18 Amended Complaint.

19 144. To the extent the allegations in Paragraph 144 of the Fourth Amended
20 Complaint state legal conclusions, no response is required. To the extent a response
21 is deemed necessary, Elysium refers to the Niagen Supply Agreement itself for its
22 terms, conditions, and provisions. Elysium denies any paraphrasing, summarizing,
23 or characterization of the Niagen Supply Agreement and any factual inferences or
24 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

25 145. To the extent the allegations in Paragraph 145 of the Fourth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
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1 is deemed necessary, Elysium denies the allegations in Paragraph 145 of the Fourth
2 Amended Complaint.

3 146. To the extent the allegations in Paragraph 146 of the Fourth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Elysium denies the allegations in Paragraph 146 of the Fourth
6 Amended Complaint.

7 147. To the extent the allegations in Paragraph 147 of the Fourth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Elysium denies the allegations in Paragraph 147 of the Fourth
10 Amended Complaint.

11 148. Elysium incorporates by reference its responses to Paragraphs 1-147 of
12 the Fourth Amended Complaint as if set forth herein.

13 149. To the extent the allegations in Paragraph 149 of the Fourth Amended
14 Complaint state legal conclusions, no response is required. To the extent a response
15 is deemed necessary, Elysium denies the allegations in Paragraph 149 of the Fourth
16 Amended Complaint.

17 150. Further, to the extent the allegations in Paragraph 101 of the Fourth
18 Amended Complaint state legal conclusions, no response is required. To the extent a
19 response is deemed necessary, Elysium denies knowledge or information sufficient
20 to form a belief as to the truth of the allegations in Paragraph 150 of the Fourth
21 Amended Complaint, except denies that it "illegally possesses" the Ingredient Sales
22 Spreadsheet and refers to the referenced spreadsheet for its complete contents.

23 151. To the extent the allegations in Paragraph 151 of the Fourth Amended
24 Complaint state legal conclusions, no response is required. To the extent a response
25 is deemed necessary, Elysium denies the allegations in Paragraph 151 of the Fourth
26 Amended Complaint.

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1 152. Elysium denies the allegations in Paragraph 152 of the Fourth Amended
2 Complaint.

3 153. To the extent the allegations in Paragraph 153 of the Fourth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Elysium denies knowledge or information sufficient to form a
6 belief as to the truth of the allegations in Paragraph 153 of the Fourth Amended
7 Complaint.

8 154. To the extent the allegations in Paragraph 154 of the Fourth Amended
9 Complaint state legal conclusions, no response is required. To the extent a response
10 is deemed necessary, Elysium denies the allegations in Paragraph 154 of the Fourth
11 Amended Complaint.

12 155. To the extent the allegations in Paragraph 155 of the Fourth Amended
13 Complaint state legal conclusions, no response is required. To the extent a response
14 is deemed necessary, Elysium denies knowledge or information sufficient to form a
15 belief as to the truth of the allegations in Paragraph 155 of the Fourth Amended
16 Complaint.

17 156. To the extent the allegations in Paragraph 156 of the Fourth Amended
18 Complaint state legal conclusions, no response is required. To the extent a response
19 is deemed necessary, Elysium denies knowledge or information sufficient to form a
20 belief as to the truth of the allegations in Paragraph 156 of the Fourth Amended
21 Complaint.

22 157. To the extent the allegations in Paragraph 157 of the Fourth Amended
23 Complaint state legal conclusions, no response is required. To the extent a response
24 is deemed necessary, Elysium denies the allegations in Paragraph 157 of the Fourth
25 Amended Complaint.

26 158. To the extent the allegations in Paragraph 158 of the Fourth Amended
27 Complaint state legal conclusions, no response is required. To the extent a response
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1 is deemed necessary, Elysium denies the allegations in Paragraph 158 of the Fourth
2 Amended Complaint.

3 159. To the extent the allegations in Paragraph 159 of the Fourth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Elysium denies the allegations in Paragraph 159 of the Fourth
6 Amended Complaint.

7 160. Elysium denies the allegations in Paragraph 160 of the Fourth Amended
8 Complaint.

9 161. To the extent the allegations in Paragraph 161 of the Fourth Amended
10 Complaint state legal conclusions, no response is required. To the extent a response
11 is deemed necessary, Elysium denies the allegations in Paragraph 161 of the Fourth
12 Amended Complaint.

13 162. To the extent the allegations in Paragraph 162 of the Fourth Amended
14 Complaint state legal conclusions, no response is required. To the extent a response
15 is deemed necessary, Elysium denies the allegations in Paragraph 162 of the Fourth
16 Amended Complaint.

17 163. To the extent the allegations in Paragraph 163 of the Fourth Amended
18 Complaint state legal conclusions, no response is required. To the extent a response
19 is deemed necessary, Elysium denies the allegations in Paragraph 163 of the Fourth
20 Amended Complaint.

21 164. To the extent the allegations in Paragraph 164 of the Fourth Amended
22 Complaint state legal conclusions, no response is required. To the extent a response
23 is deemed necessary, Elysium denies the allegations in Paragraph 164 of the Fourth
24 Amended Complaint.

25 165. Elysium incorporates by reference its responses to Paragraphs 1-164 of
26 the Fourth Amended Complaint as if set forth herein.

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1 166. To the extent the allegations in Paragraph 166 of the Fourth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Elysium denies the allegations in Paragraph 166 of the Fourth
4 Amended Complaint.

5 167. To the extent the allegations in Paragraph 167 of the Fourth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Elysium denies the allegations in Paragraph 167 of the Fourth
8 Amended Complaint.

9 168. To the extent the allegations in Paragraph 168 of the Fourth Amended
10 Complaint state legal conclusions, no response is required. To the extent a response
11 is deemed necessary, Elysium denies the allegations in Paragraph 168 of the Fourth
12 Amended Complaint.

13 169. Elysium incorporates by reference its responses to Paragraphs 1-168 of
14 the Fourth Amended Complaint as if set forth herein.

15 170. Paragraph 170 of the Fourth Amended Complaint contains allegations
16 rendered impertinent and immaterial by the Court's Order Granting in Part and
17 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
18 required.

19 171. Paragraph 171 of the Fourth Amended Complaint contains allegations
20 rendered impertinent and immaterial by the Court's Order Granting in Part and
21 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
22 required.

23 172. Paragraph 172 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required.

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1 173. Paragraph 173 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required.

5 174. Paragraph 174 of the Fourth Amended Complaint contains allegations
6 rendered impertinent and immaterial by the Court's Order Granting in Part and
7 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
8 required.

9 175. Paragraph 175 of the Fourth Amended Complaint contains allegations
10 rendered impertinent and immaterial by the Court's Order Granting in Part and
11 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
12 required.

13 176. Paragraph 176 of the Fourth Amended Complaint contains allegations
14 rendered impertinent and immaterial by the Court's Order Granting in Part and
15 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
16 required.

17 177. Paragraph 177 of the Fourth Amended Complaint contains allegations
18 rendered impertinent and immaterial by the Court's Order Granting in Part and
19 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
20 required.

21 178. Paragraph 178 of the Fourth Amended Complaint contains allegations
22 rendered impertinent and immaterial by the Court's Order Granting in Part and
23 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
24 required.

25 179. Paragraph 179 of the Fourth Amended Complaint contains allegations
26 rendered impertinent and immaterial by the Court's Order Granting in Part and
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1 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
2 required.

3 180. Paragraph 180 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required.

7 181. Paragraph 181 of the Fourth Amended Complaint contains allegations
8 rendered impertinent and immaterial by the Court's Order Granting in Part and
9 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
10 required.

11 182. Paragraph 182 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required.

15 183. Paragraph 183 of the Fourth Amended Complaint contains allegations
16 rendered impertinent and immaterial by the Court's Order Granting in Part and
17 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
18 required.

19 184. Paragraph 184 of the Fourth Amended Complaint contains allegations
20 rendered impertinent and immaterial by the Court's Order Granting in Part and
21 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
22 required.

23 185. Paragraph 185 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required.

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1 186. Paragraph 186 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required.

5 187. Paragraph 187 of the Fourth Amended Complaint contains allegations
6 rendered impertinent and immaterial by the Court's Order Granting in Part and
7 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
8 required.

9 188. Paragraph 188 of the Fourth Amended Complaint contains allegations
10 rendered impertinent and immaterial by the Court's Order Granting in Part and
11 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
12 required.

13 189. Paragraph 189 of the Fourth Amended Complaint contains allegations
14 rendered impertinent and immaterial by the Court's Order Granting in Part and
15 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
16 required.

17 190. Paragraph 190 of the Fourth Amended Complaint contains allegations
18 rendered impertinent and immaterial by the Court's Order Granting in Part and
19 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
20 required.

21 191. Paragraph 191 of the Fourth Amended Complaint contains allegations
22 rendered impertinent and immaterial by the Court's Order Granting in Part and
23 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
24 required.

25 192. Paragraph 192 of the Fourth Amended Complaint contains allegations
26 rendered impertinent and immaterial by the Court's Order Granting in Part and
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1 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
2 required.

3 193. Paragraph 193 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required.

7 194. Paragraph 194 of the Fourth Amended Complaint contains allegations
8 rendered impertinent and immaterial by the Court's Order Granting in Part and
9 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
10 required.

11 195. Paragraph 195 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required.

15 196. Paragraph 196 of the Fourth Amended Complaint contains allegations
16 rendered impertinent and immaterial by the Court's Order Granting in Part and
17 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
18 required.

19 197. Paragraph 197 of the Fourth Amended Complaint contains allegations
20 rendered impertinent and immaterial by the Court's Order Granting in Part and
21 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
22 required.

23 198. Paragraph 198 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required.

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1 199. Paragraph 199 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required.

5 200. Paragraph 200 of the Fourth Amended Complaint contains allegations
6 rendered impertinent and immaterial by the Court's Order Granting in Part and
7 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
8 required.

9 201. Paragraph 201 of the Fourth Amended Complaint contains allegations
10 rendered impertinent and immaterial by the Court's Order Granting in Part and
11 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
12 required.

13 202. Paragraph 202 of the Fourth Amended Complaint contains allegations
14 rendered impertinent and immaterial by the Court's Order Granting in Part and
15 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
16 required.

17 203. Paragraph 203 of the Fourth Amended Complaint contains allegations
18 rendered impertinent and immaterial by the Court's Order Granting in Part and
19 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
20 required.

21 204. Paragraph 204 of the Fourth Amended Complaint contains allegations
22 rendered impertinent and immaterial by the Court's Order Granting in Part and
23 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
24 required.

25 205. Paragraph 205 of the Fourth Amended Complaint contains allegations
26 rendered impertinent and immaterial by the Court's Order Granting in Part and
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1 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
2 required.

3 206. Paragraph 206 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required.

7 207. Paragraph 207 of the Fourth Amended Complaint contains allegations
8 rendered impertinent and immaterial by the Court's Order Granting in Part and
9 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
10 required.

11 208. Paragraph 208 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required.

15 209. Paragraph 209 of the Fourth Amended Complaint contains allegations
16 rendered impertinent and immaterial by the Court's Order Granting in Part and
17 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
18 required.

19 210. Paragraph 210 of the Fourth Amended Complaint contains allegations
20 rendered impertinent and immaterial by the Court's Order Granting in Part and
21 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
22 required.

23 211. Paragraph 211 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required.

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1 212. Paragraph 212 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required.

5 213. Paragraph 213 of the Fourth Amended Complaint contains allegations
6 rendered impertinent and immaterial by the Court's Order Granting in Part and
7 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
8 required.

9 214. Paragraph 214 of the Fourth Amended Complaint contains allegations
10 rendered impertinent and immaterial by the Court's Order Granting in Part and
11 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
12 required.

13 215. Paragraph 215 of the Fourth Amended Complaint contains allegations
14 rendered impertinent and immaterial by the Court's Order Granting in Part and
15 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
16 required.

17 216. Paragraph 216 of the Fourth Amended Complaint contains allegations
18 rendered impertinent and immaterial by the Court's Order Granting in Part and
19 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
20 required.

21 217. Paragraph 217 of the Fourth Amended Complaint contains allegations
22 rendered impertinent and immaterial by the Court's Order Granting in Part and
23 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
24 required.

25 218. Paragraph 218 of the Fourth Amended Complaint contains allegations
26 rendered impertinent and immaterial by the Court's Order Granting in Part and
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1 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
2 required.

3 219. Paragraph 219 of the Fourth Amended Complaint contains allegations
4 rendered impertinent and immaterial by the Court's Order Granting in Part and
5 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
6 required.

7 220. Paragraph 220 of the Fourth Amended Complaint contains allegations
8 rendered impertinent and immaterial by the Court's Order Granting in Part and
9 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
10 required.

11 221. Paragraph 221 of the Fourth Amended Complaint contains allegations
12 rendered impertinent and immaterial by the Court's Order Granting in Part and
13 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
14 required.

15 222. Paragraph 222 of the Fourth Amended Complaint contains allegations
16 rendered impertinent and immaterial by the Court's Order Granting in Part and
17 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
18 required.

19 223. Paragraph 223 of the Fourth Amended Complaint contains allegations
20 rendered impertinent and immaterial by the Court's Order Granting in Part and
21 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
22 required.

23 224. Paragraph 224 of the Fourth Amended Complaint contains allegations
24 rendered impertinent and immaterial by the Court's Order Granting in Part and
25 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
26 required.

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1 225. Paragraph 225 of the Fourth Amended Complaint contains allegations
2 rendered impertinent and immaterial by the Court's Order Granting in Part and
3 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
4 required.

5 226. Paragraph 226 of the Fourth Amended Complaint contains allegations
6 rendered impertinent and immaterial by the Court's Order Granting in Part and
7 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
8 required.

9 227. Paragraph 227 of the Fourth Amended Complaint contains allegations
10 rendered impertinent and immaterial by the Court's Order Granting in Part and
11 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
12 required.

13 228. Paragraph 228 of the Fourth Amended Complaint contains allegations
14 rendered impertinent and immaterial by the Court's Order Granting in Part and
15 Denying in Part Elysium's Motion to Dismiss (ECF No. 115) and no response is
16 required.

17 **GENERAL DENIAL**

18 Elysium denies each and every allegation, statement, and matter not expressly
19 admitted or qualified here. The WHEREFORE clause is denied in its entirety.
20 Elysium denies that ChromaDex is entitled to any of the relief requested or to any
21 other relief based on the allegations in the Fourth Amended Complaint.

22 **AFFIRMATIVE DEFENSES**

23 Without undertaking any burden of proof not otherwise assigned to it by law,
24 Elysium asserts the following affirmative and other defenses with respect to the
25 allegations in the Fourth Amended Complaint:
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FIRST AFFIRMATIVE DEFENSE

The Fourth Amended Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

The amount sought to be recovered in this action is barred, in whole or in part, by the amount owing from ChromaDex to Elysium.

THIRD AFFIRMATIVE DEFENSE

ChromaDex's claims are barred, in whole or in part, because, and to the extent that, any relief or recovery would unjustly enrich it.

FOURTH AFFIRMATIVE DEFENSE

ChromaDex's claims are barred, in whole or in part, because ChromaDex materially breached one or more of the Agreements. Accordingly, Elysium's obligations under the Agreements were excused in whole or in part and the damages to which ChromaDex would otherwise be entitled, if any, are offset in whole or in part.

FIFTH AFFIRMATIVE DEFENSE

ChromaDex's claims are barred, in whole or in part, because all or part of Elysium's undertaking of obligations under the Agreements resulted from fraud, deceit, and/or misrepresentation (whether knowingly, recklessly, negligently, or otherwise) by ChromaDex.

SIXTH AFFIRMATIVE DEFENSE

ChromaDex's claims are barred in whole or in part because ChromaDex failed to perform its obligations under the Agreements and/or failed to satisfy a condition precedent.

SEVENTH AFFIRMATIVE DEFENSE

ChromaDex's claims are barred in whole or in part by the doctrines of waiver, estoppel, ratification, and/or consent.

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EIGHTH AFFIRMATIVE DEFENSE

Any and all actions taken by Elysium in relation to ChromaDex and the Agreements were taken in good faith and in accordance with Elysium's duties, obligations, and rights pursuant to the Agreements.

NINTH AFFIRMATIVE DEFENSE

ChromaDex's claims are barred in whole or in part by the doctrine of unclean hands.

DEFENSES RESERVED

Elysium reserves the right to assert any other affirmative defenses that are supported by information or facts obtained through discovery or other means during this case and expressly reserves the right to amend its Answer to assert such other affirmative defenses in the future.

WHEREFORE, Elysium respectfully requests that the Court enter judgment:

- 1. Dismissing all claims asserted herein with prejudice; and
- 2. Granting Elysium all other and further relief that the Court deems just

and proper.

COUNTERCLAIMS

Defendant Elysium Health, Inc. ("Elysium"), by and through its undersigned counsel, hereby incorporates by reference its Third Amended Counterclaims, dated February 22, 2018 (ECF No. 103) and states in the alternative a Sixth Counterclaim for Relief for Breach of the NR Supply Agreement as stated below.

SIXTH COUNTERCLAIM FOR RELIEF

(Breach of the NR Supply Agreement)

189. Elysium incorporates and re-alleges each and every allegation in the Third Amended Counterclaims and each and every allegation set forth above as if fully set forth herein.

1 190. Section 4 of the NR Supply Agreement restricts the parties' disclosure
2 of the terms of the Agreement as well as the disclosure and use of confidential
3 information.

4 191. Under Section 4.1 of the NR Supply Agreement, the parties are
5 restricted from disclosing "any terms or conditions of [the] Agreement."

6 192. In its Fourth Amended Complaint, ChromaDex revealed that it provided
7 the specifications for its nicotinamide riboside product to its NR customers for the
8 purposes of testing the Niagen ChromaDex sold.

9 193. On information and belief, ChromaDex provided the product
10 specifications reflected at Exhibit A to the NR Supply Agreement (the "Exhibit A
11 NR Specifications") to its other NR customers during the term of the NR Supply
12 Agreement.

13 194. ChromaDex also pleads that Elysium did not disclose the Exhibit A NR
14 Specifications.

15 195. To the extent the Exhibit A NR Specifications were incorporated into
16 the terms of the NR Supply Agreement, as ChromaDex alleges to be the case in its
17 Fourth Amended Complaint, ChromaDex breached Section 4.1 of the NR Supply
18 Agreement when it disclosed the Exhibit A NR Specifications to its other NR
19 customers during the term of the NR Supply Agreement.

20 196. Elysium has suffered damages and continues to be damaged as a result
21 of ChromaDex's breach of Section 4.1 of the NR Supply Agreement, in an amount to
22 be determined at trial.

23 DATED: August 9, 2018

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SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
PETER B. MORRISON (State Bar No. 230148)
JULIA M. NAHIGIAN (State Bar No. 307508)
JOSEPH N. SACCA
BRADLEY E. HONIGMAN

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MICHAEL M. POWELL
SPENCER A. GOTTLIEB

FOLEY HOAG LLP
DONALD R. WARE
MARCO J. QUINA

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