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21 **UNITED STATES DISTRICT COURT**  
 22 **CENTRAL DISTRICT OF CALIFORNIA**  
 23 **(SOUTHERN DIVISION)**

24 ChromaDex, Inc.,  
 25 Plaintiff,  
 26 v.  
 27 Elysium Health, Inc., and Mark Morris,  
 28 Defendants.

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

Case No. 8:16-cv-2277-CJC (DFMx)

**[PROPOSED] REVISED JOINT STATEMENT  
 OF THE CASE**

Judge: Hon. Cormac J. Carney  
 Courtroom: 9B  
 Date: September 21, 2021  
 Time: 8:30 a.m.

Trial: September 21, 2021

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1 In light of the Court’s rulings at the pretrial conference on September 13, 2021,  
2 the parties jointly propose the Revised Statement of Case as follows:

3 This case involves allegations of breach of contract, breach of fiduciary duty,  
4 aiding-and-abetting breach of fiduciary duty, misappropriation of trade secrets under  
5 state and federal law, and fraudulent inducement of a contract. The plaintiff and  
6 counter-defendant is ChromaDex, Inc., a company that sells various products and  
7 services in the dietary supplement industry. A defendant and counterclaimant is  
8 Elysium Health, Inc., a company that sells a dietary supplement called Basis. The other  
9 defendant is an individual named Mark Morris, a former ChromaDex employee who  
10 now works for Elysium.

11 Elysium originally purchased two of the ingredients for its dietary supplement  
12 from ChromaDex. One of those ingredients is called nicotinamide riboside, or “NR”  
13 for short, which ChromaDex sells under the tradename “NIAGEN®.” The second  
14 ingredient is called pterostilbene, or “PT” for short, which ChromaDex sold under the  
15 tradename “pTeroPure®.” ChromaDex and Elysium signed supply agreements for both  
16 ingredients and ChromaDex began shipping them to Elysium in 2014. In mid-2016,  
17 Elysium ordered and received shipments of NR and PT, but did not pay for those orders.  
18 Elysium alleges that ChromaDex had been charging it higher prices for NR than  
19 permitted under the supply agreement. Mark Morris left ChromaDex to work for  
20 Elysium around the same time.

21 Both ChromaDex and Elysium assert various claims in the case.

22 ChromaDex accuses Elysium of breaching the NR and PT supply agreements by  
23 refusing to pay for ingredients that it ordered on June 30, 2016. ChromaDex also  
24 accuses Elysium and Mark Morris of misappropriating ChromaDex’s trade secrets and  
25 accuses Mark Morris of wrongfully disclosing and using ChromaDex’s confidential  
26 information in violation of two contracts he signed with ChromaDex. ChromaDex  
27 further accuses Mark Morris of violating his fiduciary duty of loyalty to ChromaDex by  
28 failing to act in ChromaDex’s best interests while he was employed by ChromaDex,

1 and Elysium for aiding-and-abetting Mark Morris’s misconduct. Elysium and  
2 Mark Morris deny these allegations and assert various defenses.

3 Elysium accuses ChromaDex of breaching the NR supply agreement by  
4 overcharging it for NR and alleges that ChromaDex owes Elysium a refund or credit as  
5 a result. Elysium further accuses ChromaDex of fraudulently inducing it to sign a third  
6 contract, called a trademark license and royalty agreement. ChromaDex denies these  
7 allegations and asserts various defenses.

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Dated: September 15, 2021

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*/s/ Michael A. Attanasio*

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*The filer, Michael A. Attanasio, attests that the  
other signatory listed, on whose behalf the  
filing is submitted, concurs in the filing's  
content and has authorized the filing.*

Dated: September 15, 2021

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