



**I. CHROMADDEX’S CLAIMS**

Breach of Contract – NIAGEN Supply Agreement & pTeroPure Supply Agreement

1. Did ChromaDex prove by a preponderance of the evidence that Elysium breached the NIAGEN Supply Agreement and/or the pTeroPure Supply Agreement by not paying for the June 30, 2016 ingredient order?

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

*If you answered “yes,” answer question 2. If you answered “no,” skip to question 3.*

2. What are ChromaDex’s damages caused by Elysium not paying for the June 30, 2016 order?

DAMAGES: \$ \_\_\_\_\_

Breach of Contract – February Confidentiality Agreement & July Confidentiality Agreement

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

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

*If you answered “yes,” answer question 4. If you answered “no,” skip to question 5.*

4. Did ChromaDex prove by a preponderance of the evidence that Mark Morris was unjustly enriched as a result of his breach of the February 26, 2016 contract?

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

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

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

4 *If you answered "yes," answer question 6. If you answered "no," skip to question 8.*

5  
6 6. Did ChromaDex prove by a preponderance of the evidence that Mark Morris  
7 breached the July 15, 2016 contract?

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

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10 *If you answered "yes," answer question 7. If you answered "no," skip to question 8.*

11  
12 7. Did ChromaDex prove by a preponderance of the evidence that Mark Morris  
13 was unjustly enriched as a result of his breach of the July 15, 2016 contract?

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

15  
16 Trade Secret Misappropriation

17  
18 8. Did ChromaDex prove by a preponderance of the evidence that Elysium  
19 misappropriated one or both of ChromaDex's trade secrets under state law?

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

21  
22 9. Did ChromaDex prove by a preponderance of the evidence that Elysium  
23 misappropriated one or both of ChromaDex's trade secrets under federal  
24 law?

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

26 *If you answered "yes" to one or both of questions 8 or 9, answer question 10. If you*  
27 *answered "no" to both questions 8 and 9, skip to question 11.*

1 10. Did ChromaDex prove by a preponderance of the evidence that Elysium’s  
2 misappropriation caused it to be unjustly enriched?

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

4 11. Did ChromaDex prove by a preponderance of the evidence that Mark Morris  
5 misappropriated ChromaDex’s trade secrets under state law?

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

7 12. Did ChromaDex prove by a preponderance of the evidence that Mark Morris  
8 misappropriated ChromaDex’s trade secrets under federal law?

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

10  
11  
12 *If you answered “yes” to one or both of questions 11 or 12, answer question 13. If you*  
13 *answered “no” to both questions 11 and 12, skip to question 14.*

14  
15 13. Did ChromaDex prove by a preponderance of the evidence that Mark  
16 Morris’s misappropriation caused him to be unjustly enriched?

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

18 Breach of Fiduciary Duty and Aiding and Abetting Breach of Fiduciary Duty

19  
20 14. Did ChromaDex prove by a preponderance of the evidence that Mark Morris  
21 breached a fiduciary duty to ChromaDex?

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

23  
24 *If you answered “yes,” answer question 15. If you answered “no,” skip to question 18.*  
25  
26  
27  
28

1 15. Did ChromaDex prove by a preponderance of the evidence that Mark Morris  
was unjustly enriched as a result of his breach of fiduciary duty?

2 Yes \_\_\_ No \_\_\_  
3

4 16. Did ChromaDex prove by a preponderance of the evidence that Elysium  
5 aided and abetted Mark Morris in his breach of fiduciary duty?

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

8 *If you answered "yes," answer question 17. If you answered "no," skip to question 18.*  
9

10 17. Did ChromaDex prove by a preponderance of the evidence that Elysium was  
11 unjustly enriched as a result of its aiding and abetting Mark Morris in his  
12 breach of fiduciary duty?

13 Yes \_\_\_ No \_\_\_  
14

15 ChromaDex's Damages – Elysium

16 18. If you answered "Yes" to one or both of Questions 10 or 17, should Elysium  
17 be required to disgorge profits from its sales of Basis containing NR  
18 purchased on June 30, 2016?

19 Yes \_\_\_ No \_\_\_  
20

21 *If you answered "yes," answer question 19. If you answered "no," skip to question 20.*  
22

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

25 DAMAGES: \$ \_\_\_\_\_  
26  
27  
28

20. If you answered “Yes” to Question 17, should Elysium be required to disgorge a price discount?

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

*If you answered “yes,” answer question 21. If you answered “no,” skip to question 22.*

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

DAMAGES: \$ \_\_\_\_\_

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

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

*If you answered “yes,” answer question 23. If you answered “no,” skip to question 24.*

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

PUNITIVE DAMAGES: \$ \_\_\_\_\_

ChromaDex’s Damages – Mark Morris

24. If you answered “Yes” to any of Questions 4, 7, 13, or 15, should Mark Morris be required to disgorge compensation?

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

*If you answered “yes,” answer question 25. If you answered “no,” skip to question 26.*

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

2 DAMAGES: \$ \_\_\_\_\_

3  
4 26. Do you find by clear and convincing evidence that Mark Morris acted with  
5 malice, oppression, or fraud?

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

7  
8 *If you answered "yes," answer question 27. If you answered "no," skip to question 28.*

9  
10 27. What amount of punitive damages do you award in favor of ChromaDex and  
11 against Mark Morris?

12 PUNITIVE DAMAGES: \$ \_\_\_\_\_

13  
14 **II. ELYSIUM’S COUNTERCLAIMS**

15  
16 Breach of the Most-Favored-Nation Provision of the NIAGEN Supply Agreement

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18 28. Did Elysium prove by a preponderance of the evidence that ChromaDex  
19 breached the Most-Favored-Nation provision of the NIAGEN Supply  
20 Agreement?

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

22 *If you answered "yes," answer question 29. If you answered "no," skip to question 30.*

23  
24 29. How much did ChromaDex overcharge Elysium as a result of its breach of  
25 the Most-Favored-Nation provision of the NIAGEN Supply Agreement?

26  
27 DAMAGES: \$ \_\_\_\_\_

Fraudulent Inducement

30. Did Elysium prove by a preponderance of the evidence that ChromaDex fraudulently induced Elysium to enter into the Trademark License and Royalty Agreement?

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

*If you answered "yes," answer question 31. If you answered "no," skip to question 33.*

31. Did Elysium prove by a preponderance of the evidence that it was harmed by ChromaDex's fraudulent inducement?

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

*If you answered "yes," answer question 32. If you answered "no," skip to question 33.*

32. What are Elysium's damages for ChromaDex's fraudulent inducement?

DAMAGES: \$ \_\_\_\_\_

Punitive Damages

33. Do you find by clear and convincing evidence that ChromaDex acted with malice, oppression, or fraud?

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

*If you answered "yes," answer question 34. If you answered "no," sign and date your verdict form.*

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

PUNITIVE DAMAGES: \$ \_\_\_\_\_



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

2

3

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

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

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*Presiding Juror*

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