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10 *Counsel continued on following page*

11
12 **IN THE UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 ChromaDex, Inc.,

15 Plaintiff,

16 v.

17 Elysium Health, Inc. and Mark
Morris,

18 Defendants.

Case No.: 8:16-cv-02277-CJC-DFM

[Assigned to the Hon. Cormac J. Carney]

**ELYSIUM HEALTH, INC.'S AND
MARK MORRIS'S ANSWER TO THE
FIFTH AMENDED COMPLAINT
AND ELYSIUM HEALTH, INC.'S
RESTATED COUNTERCLAIMS**

19
20 Elysium Health, Inc.,

21 Counterclaimant,

22 v.

23 ChromaDex, Inc.,

24 Counter-Defendant.

DEMAND FOR JURY TRIAL

Action Filed: December 29, 2016

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1 Defendants Elysium Health, Inc. (“Elysium”) and Mark Morris (“Morris” and
2 together with Elysium, “Defendants”), by and through their undersigned counsel,
3 upon personal knowledge with respect to themselves and their own acts, and upon
4 information and belief with respect to all other matters, respond to the allegations
5 made by Plaintiff ChromaDex, Inc. (“ChromaDex”) in the Fifth Amended Complaint
6 and counterclaim as follows:

7 **ANSWER**

8 1. To the extent the allegations in Paragraph 1 of the Fifth Amended
9 Complaint state legal conclusions, no response is required. To the extent a response
10 is deemed necessary, Defendants deny the allegations set forth in Paragraph 1 of the
11 Fifth Amended Complaint.

12 2. Defendants deny knowledge or information sufficient to form a belief
13 as to the truth of the allegations in Paragraph 2 of the Fifth Amended Complaint,
14 except admit that Elysium sells a dietary supplement named “Basis,” admit that
15 Elysium has previously purchased Niagen and pTeroPure from ChromaDex, and
16 deny the allegation in the last sentence of Paragraph 2 of the Fifth Amended
17 Complaint.

18 3. Defendants deny the allegations in Paragraph 3 of the Fifth Amended
19 Complaint.

20 4. Defendants deny the allegations in Paragraph 4 of the Fifth Amended
21 Complaint, except that Defendants admit that Morris was ChromaDex’s Vice
22 President of Business Development when he resigned from ChromaDex.

23 5. Defendants deny the allegations in Paragraph 5 of the Fifth Amended
24 Complaint.

25 6. To the extent the allegations in Paragraph 6 of the Fifth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
27 is deemed necessary, Defendants deny the allegations in Paragraph 6 of the Fifth
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1 Amended Complaint, except admit that two former ChromaDex employees were
2 employed by Elysium.

3 7. Defendants deny the allegations in Paragraph 7 of the Fifth Amended
4 Complaint.

5 8. To the extent the allegations in Paragraph 8 of the Fifth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Defendants deny the allegations in Paragraph 8 of the Fifth
8 Amended Complaint.

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

11 10. Paragraph 10 of the Fifth Amended Complaint contains legal
12 conclusions as to which no response is required.

13 11. Paragraph 11 of the Fifth Amended Complaint contains legal
14 conclusions as to which no response is required.

15 12. Paragraph 12 of the Fifth Amended Complaint contains legal
16 conclusions as to which no response is required.

17 13. Defendants deny knowledge or information sufficient to form a belief
18 as to the truth of the allegations in Paragraph 13 of the Fifth Amended Complaint.

19 14. Defendants deny the allegations of Paragraph 14 of the Fifth Amended
20 Complaint, except admit that Elysium is a Delaware corporation with its principal
21 place of business at 434 Broadway, New York, NY 10013.

22 15. Defendants admit the allegations in Paragraph 15 of the Fifth Amended
23 Complaint except that Defendants deny knowledge or information sufficient to form
24 a belief as to the truth of the allegation that “by virtue of his employment and various
25 contracts that Morris executed with ChromaDex, Morris agreed to submit to the
26 jurisdiction of any court in California regarding any dispute arising from his
27 contractual obligations to ChromaDex.”
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1 16. Morris admits the allegations in Paragraph 16 of the Fifth Amended
2 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
3 the truth of the allegations in Paragraph 16 of the Fifth Amended Complaint.

4 17. Morris admits the allegations in Paragraph 17 of the Fifth Amended
5 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
6 the truth of the allegations in Paragraph 17 of the Fifth Amended Complaint.

7 18. Morris denies the allegations in Paragraph 18 of the Fifth Amended
8 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
9 the truth of the allegations in Paragraph 18 of the Fifth Amended Complaint.

10 19. Defendants deny knowledge or information sufficient to form a belief
11 as to the truth of the allegations in Paragraph 19 of the Fifth Amended Complaint.

12 20. Defendants deny knowledge or information sufficient to form a belief
13 as to the truth of the allegations in Paragraph 20 of the Fifth Amended Complaint.

14 21. To the extent the allegations in Paragraph 21 of the Fifth Amended
15 Complaint state legal conclusions, no response is required. To the extent a response
16 is deemed necessary, Defendants deny knowledge or information sufficient to form a
17 belief as to the truth of the allegations in Paragraph 21 of the Fifth Amended
18 Complaint.

19 22. Morris admits the allegations in Paragraph 22 of the Fifth Amended
20 Complaint except that Morris denies the allegation in Paragraph 22 of the Fifth
21 Amended Complaint that “Morris continued to have a role on the management of
22 ChromaDex in this position.” Elysium denies knowledge or information sufficient to
23 form a belief as to the truth of the allegations in Paragraph 22 of the Fifth Amended
24 Complaint.

25 23. Elysium denies knowledge or information sufficient to form a belief as
26 to the truth of the allegations in Paragraph 23 of the Fifth Amended Complaint.
27 Morris denies the allegations in Paragraph 23 of the Fifth Amended Complaint
28 except that Morris admits that Morris resigned from ChromaDex on July 15, 2016

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1 and that on that day he signed a document titled “CHROMADEx, INC.
2 CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT (FOR NEW
3 EMPLOYEES).”

4 24. Defendants deny knowledge or information sufficient to form a belief
5 as to the truth of the allegations in Paragraph 24 of the Fifth Amended Complaint.

6 25. Defendants deny knowledge or information sufficient to form a belief
7 as to the truth of the allegations in Paragraph 25 of the Fifth Amended Complaint.

8 26. Defendants deny knowledge or information sufficient to form a belief
9 as to the truth of the allegations in Paragraph 26 of the Fifth Amended Complaint.

10 27. To the extent the allegations in Paragraph 27 of the Fifth Amended
11 Complaint state legal conclusions, no response is required. To the extent a response
12 is deemed necessary, Morris denies the allegations in Paragraph 27 of the Fifth
13 Amended Complaint and Elysium denies knowledge or information sufficient to
14 form a belief as to the truth of the allegations in Paragraph 27 of the Fifth Amended
15 Complaint.

16 28. Morris admits the allegations of Paragraph 28 of the Fifth Amended
17 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
18 the truth of the allegations in Paragraph 28 of the Fifth Amended Complaint, except
19 admits that Elysium has previously purchased Niagen from ChromaDex.

20 29. Defendants admit the allegations in Paragraph 29 of the Fifth Amended
21 Complaint.

22 30. Defendants deny knowledge or information sufficient to form a belief
23 as to the truth of the allegations in Paragraph 30 of the Fifth Amended Complaint.

24 31. Defendants admit the allegations in Paragraph 31 of the Fifth Amended
25 Complaint except that Defendants deny knowledge or information sufficient to form
26 a belief as to the truth of the allegation in Paragraph 31 of the Fifth Amended
27 Complaint that “Most pterostilbene products on the market are extracted from
28 biological sources rather than chemically synthesized.”

1 32. Defendants deny knowledge or information sufficient to form a belief
2 as to the truth of the allegations in Paragraph 32 of the Fifth Amended Complaint.

3 33. As to Paragraph 33 of the Fifth Amended Complaint, Elysium refers to
4 the Niagen Supply Agreement, the pTeroPure Supply Agreement, and the Trademark
5 License and Royalty Agreement (together, the “Agreements”) themselves for the
6 terms, conditions, and provisions of each Agreement. Elysium denies any
7 paraphrasing, summarizing, or characterization of the Agreements and any factual
8 inferences or legal conclusions made by ChromaDex based on the Agreements. To
9 the extent a response is deemed necessary, Elysium denies the allegations in
10 Paragraph 33 of the Fifth Amended Complaint, except admits that the Niagen Supply
11 Agreement and the Trademark License and Royalty Agreement are now terminated.
12 Morris denies knowledge or information sufficient to form a belief as to the truth of
13 the allegations in Paragraph 33 of the Fifth Amended Complaint.

14 34. Defendants deny the allegations in Paragraph 34 of the Fifth Amended
15 Complaint, except admit that Elysium sells a health supplement named Basis that
16 combines nicotinamide riboside (“NR”) and pterostilbene, which it obtains from
17 sources other than ChromaDex, along with other non-active ingredients.

18 35. To the extent the allegations in Paragraph 35 of the Fifth Amended
19 Complaint state legal conclusions, no response is required. To the extent a response
20 is deemed necessary, Defendants deny the allegations in Paragraph 35 of the Fifth
21 Amended Complaint, except admit that Elysium previously purchased NR and
22 pterostilbene from ChromaDex and admit that ChromaDex purports to have
23 exercised its right to not renew the Niagen Supply Agreement effective February 2,
24 2017.

25 36. Morris denies knowledge or information sufficient to form a belief as to
26 the truth of the allegations in Paragraph 36 of the Fifth Amended Complaint. Elysium
27 denies the allegations in Paragraph 36 of the Fifth Amended Complaint.
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1 37. Defendants deny the allegations in Paragraph 37 of the Fifth Amended
2 Complaint, except admit that Elysium ordered Niagen from ChromaDex in 2015 and
3 in the first quarter of 2016.

4 38. Defendants deny the allegations in Paragraph 38 of the Fifth Amended
5 Complaint.

6 39. To the extent the allegations in Paragraph 39 of the Fifth Amended
7 Complaint state legal conclusions, no response is required. To the extent a response
8 is deemed necessary, Defendants deny the allegations in Paragraph 39 of the Fifth
9 Amended Complaint.

10 40. Defendants deny the allegations in Paragraph 40 of the Fifth Amended
11 Complaint.

12 41. Defendants deny the allegations in Paragraph 41 of the Fifth Amended
13 Complaint.

14 42. Defendants deny the allegations in Paragraph 42 of the Fifth Amended
15 Complaint.

16 43. To the extent the allegations in Paragraph 43 of the Fifth Amended
17 Complaint state legal conclusions, no response is required. To the extent a response
18 is deemed necessary, Defendants deny the allegations in the first sentence of
19 Paragraph 43 of the Fifth Amended Complaint and deny knowledge or information
20 sufficient to form a belief as to the truth of the allegations in the second sentence of
21 Paragraph 43 of the Fifth Amended Complaint.

22 44. To the extent the allegations in Paragraph 44 of the Fifth Amended
23 Complaint state legal conclusions, no response is required. To the extent a response
24 is deemed necessary, Defendants deny the allegations in Paragraph 44 of the Fifth
25 Amended Complaint.

26 45. To the extent the allegations in Paragraph 45 of the Fifth Amended
27 Complaint state legal conclusions, no response is required. To the extent a response
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1 is deemed necessary, Defendants deny the allegations in Paragraph 45 of the Fifth
2 Amended Complaint.

3 46. Defendants deny the allegations in Paragraph 46 of the Fifth Amended
4 Complaint.

5 47. Defendants deny the allegations in Paragraph 47 of the Fifth Amended
6 Complaint.

7 48. To the extent the allegations in Paragraph 48 of the Fifth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Defendants deny the allegations in Paragraph 48 of the Fifth
10 Amended Complaint.

11 49. Defendants deny the allegations in Paragraph 49 of the Fifth Amended
12 Complaint.

13 50. Elysium denies the allegations in Paragraph 50 of the Fifth Amended
14 Complaint, except admits that Elysium submitted purchase orders for Niagen and
15 pTeroPure on June 28, 2016, and refers to the purchase orders themselves for the
16 terms, conditions, and provisions of each order. Elysium denies any paraphrasing,
17 summarizing, or characterization of the purchase orders and any factual inferences or
18 legal conclusions made by ChromaDex based on the purchase orders. Morris denies
19 knowledge or information sufficient to form a belief as to the truth of the allegations
20 in Paragraph 50 of the Fifth Amended Complaint.

21 51. To the extent the allegations in Paragraph 51 of the Fifth 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 51 of the Fifth
24 Amended Complaint. Morris denies knowledge or information sufficient to form a
25 belief as to the truth of the allegations in Paragraph 51 of the Fifth Amended
26 Complaint.

27 52. Morris denies knowledge or information sufficient to form a belief as to
28 the truth of the allegations in Paragraph 52 of the Fifth Amended Complaint. Elysium

1 denies the allegations in Paragraph 52 of the Fifth Amended Complaint, except
2 admits that ChromaDex discussed the June 28 purchase orders with Elysium and
3 ultimately did not fill the June 28 Purchase Orders.

4 53. Defendants deny the allegations in Paragraph 53 of the Fifth Amended
5 Complaint, except admit that Morris scheduled a call between ChromaDex and
6 Elysium to discuss the June 28 Purchase Orders.

7 54. Elysium admits the allegations in Paragraph 54 of the Fifth Amended
8 Complaint. Morris denies knowledge or information sufficient to form a belief as to
9 the truth of the allegations in Paragraph 54 of the Fifth Amended Complaint.

10 55. Elysium denies the allegations in Paragraph 55 of the Fifth Amended
11 Complaint, except admits that Elysium and ChromaDex spoke by phone on June 30,
12 2016, and that Elysium objected to the price ChromaDex asked for Niagen as being
13 in breach of the parties' Agreements. Morris denies knowledge or information
14 sufficient to form a belief as to the truth of the allegations in Paragraph 55 of the
15 Fifth Amended Complaint.

16 56. Elysium denies the allegations in Paragraph 56 of the Fifth Amended
17 Complaint. Morris denies knowledge or information sufficient to form a belief as to
18 the truth of the allegations in Paragraph 56 of the Fifth Amended Complaint.

19 57. As to Paragraph 57 of the Fifth Amended Complaint, Defendants refer
20 to the June 30, 2016 purchase orders themselves for the terms, conditions, and
21 provisions of each order. Defendants deny any paraphrasing, summarizing, or
22 characterization of the purchase orders and any factual inferences or legal
23 conclusions made by ChromaDex based on the purchase orders, and Elysium
24 expressly denies that the June 28, 2016 purchase orders were "disingenuous." Morris
25 denies knowledge or information sufficient to form a belief as to the truth of the
26 allegations in Paragraph 57 of the Fifth Amended Complaint.

27 58. Elysium denies knowledge or information sufficient to form a belief as
28 to the truth of the allegations in Paragraph 58 of the Fifth Amended Complaint,

1 except denies that Elysium's orders were expected to last for nine months. Morris
2 denies the allegations in Paragraph 58 of the Fifth Amended Complaint.

3 59. To the extent the allegations in Paragraph 59 of the Fifth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Defendants deny knowledge or information sufficient to form a
6 belief as to the truth of the allegations in Paragraph 59 of the Fifth Amended
7 Complaint.

8 60. Elysium denies the allegations in Paragraph 60 of the Fifth Amended
9 Complaint. Morris denies knowledge or information sufficient to form a belief as to
10 the truth of the allegations in Paragraph 60 of the Fifth Amended Complaint.

11 61. Elysium denies the allegations in Paragraph 61 of the Fifth Amended
12 Complaint, except admits that ChromaDex filled the June 30 Purchase Orders on July
13 1, 2016, and August 9, 2016. Morris denies knowledge or information sufficient to
14 form a belief as to the truth of the allegations in Paragraph 61 of the Fifth Amended
15 Complaint.

16 62. Elysium admits the allegations in Paragraph 62 of the Fifth Amended
17 Complaint. Morris denies knowledge or information sufficient to form a belief as to
18 the truth of the allegations in Paragraph 62 of the Fifth Amended Complaint.

19 63. Elysium admits the allegations in Paragraph 63 of the Fifth Amended
20 Complaint. Morris denies knowledge or information sufficient to form a belief as to
21 the truth of the allegations in Paragraph 63 of the Fifth Amended Complaint.

22 64. Elysium denies the allegations in Paragraph 64 of the Fifth Amended
23 Complaint, except admits that Mr. Alminana wrote an email to ChromaDex on
24 August 10, 2016, and refers to the email for its complete contents. Morris denies
25 knowledge or information sufficient to form a belief as to the truth of the allegations
26 in Paragraph 64 of the Fifth Amended Complaint.

27 65. As to Paragraph 65 of the Fifth Amended Complaint, Elysium refers to
28 the referenced email for its complete contents. Elysium denies any paraphrasing,

1 summarizing, or characterization of the email and any factual inferences or legal
2 conclusions made by ChromaDex based on the email. Morris denies knowledge or
3 information sufficient to form a belief as to the truth of the allegations in Paragraph
4 65 of the Fifth Amended Complaint.

5 66. Elysium denies the allegations in Paragraph 66 of the Fifth Amended
6 Complaint. Morris denies knowledge or information sufficient to form a belief as to
7 the truth of the allegations in Paragraph 66 of the Fifth Amended Complaint.

8 67. Elysium denies the allegations in Paragraph 67 of the Fifth Amended
9 Complaint, except admits that ChromaDex periodically sought payment from
10 Elysium. Morris denies knowledge or information sufficient to form a belief as to the
11 truth of the allegations in Paragraph 67 of the Fifth Amended Complaint.

12 68. Elysium denies the allegations in Paragraph 68 of the Fifth Amended
13 Complaint, except admits that Elysium has not paid what ChromaDex has demanded
14 and further states that Michael Brauser, acting with ChromaDex's express, implied,
15 or apparent authority, has continually harassed both Elysium and several of its
16 investors by phone and email in an effort to frustrate rather than promote the
17 amicable resolution of this matter. Morris denies knowledge or information sufficient
18 to form a belief as to the truth of the allegations in Paragraph 68 of the Fifth
19 Amended Complaint.

20 69. Defendants deny the allegations in Paragraph 69 of the Fifth Amended
21 Complaint.

22 70. Elysium denies knowledge or information sufficient to form a belief as
23 to the truth of the allegations in Paragraph 70 of the Fifth Amended Complaint,
24 except admits that Messrs. Morris and Dellinger are former ChromaDex employees
25 whom Elysium employed. Morris denies knowledge or information sufficient to form
26 a belief as to the truth of the allegations in Paragraph 70 of the Fifth Amended
27 Complaint except admits that Morris resigned from ChromaDex on July 15, 2016.
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1 71. To the extent the allegations in Paragraph 71 of the Fifth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Defendants deny the allegations in Paragraph 71 of the Fifth
4 Amended Complaint.

5 72. Morris denies the allegations in Paragraph 72 of the Fifth Amended
6 Complaint except admits that he participated in an exit interview following his
7 resignation from ChromaDex. Elysium denies knowledge or information sufficient to
8 form a belief as to the truth of the allegations in Paragraph 72 of the Fifth Amended
9 Complaint.

10 73. Morris denies the allegations in Paragraph 73 of the Fifth Amended
11 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
12 the truth of the allegations in Paragraph 73 of the Fifth Amended Complaint.

13 74. Morris denies the allegations in Paragraph 74 of the Fifth Amended
14 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
15 the truth of the allegations in Paragraph 74 of the Fifth Amended Complaint.

16 75. Morris denies the allegations in Paragraph 75 of the Fifth Amended
17 Complaint, except that Morris admits that after resigning from ChromaDex, he
18 returned his company cell phone. Elysium denies knowledge or information
19 sufficient to form a belief as to the truth of the allegations in Paragraph 75 of the
20 Fifth Amended Complaint.

21 76. To the extent the allegations in Paragraph 76 of the Fifth Amended
22 Complaint state legal conclusions, no response is required. To the extent a response
23 is deemed necessary, Morris denies the allegations in Paragraph 76 of the Fifth
24 Amended Complaint, and Elysium denies knowledge or information sufficient to
25 form a belief as to the truth of the allegations in Paragraph 76 of the Fifth Amended
26 Complaint.

27 77. To the extent the allegations in Paragraph 77 of the Fifth Amended
28 Complaint state legal conclusions, no response is required. To the extent a response

1 is deemed necessary, Elysium denies the allegations in Paragraph 77 of the Fifth
2 Amended Complaint except it admits that Elysium knew that Morris was
3 ChromaDex's Vice President of Business Development. Morris denies knowledge or
4 information sufficient to form a belief as to the truth of the allegations in Paragraph
5 77 of the Fifth Amended Complaint.

6 78. To the extent the allegations in Paragraph 78 of the Fifth Amended
7 Complaint state legal conclusions, no response is required. To the extent a response
8 is deemed necessary, Defendants deny the allegations in Paragraph 78 of the Fifth
9 Amended Complaint.

10 79. To the extent the allegations in Paragraph 79 of the Fifth Amended
11 Complaint state legal conclusions, no response is required. To the extent a response
12 is deemed necessary, Defendants deny the allegations in Paragraph 79 of the Fifth
13 Amended Complaint.

14 80. Defendants deny the allegations in Paragraph 80 of the Fifth Amended
15 Complaint.

16 81. Defendants deny the allegations in Paragraph 81 of the Fifth Amended
17 Complaint.

18 82. Defendants deny the allegations in Paragraph 82 of the Fifth Amended
19 Complaint.

20 83. Defendants deny the allegations in Paragraph 83 of the Fifth Amended
21 Complaint, except Defendants deny knowledge or information sufficient to form a
22 belief as to the truth of the allegations in the second sentence of Paragraph 83 of the
23 Fifth Amended Complaint and Morris denies knowledge or information sufficient to
24 form a belief as to the truth of the allegations in the first sentence of Paragraph 83 of
25 the Fifth Amended Complaint.

26 84. Defendants deny the allegations in Paragraph 84 of the Fifth Amended
27 Complaint.

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1 85. Defendants deny the allegations in Paragraph 85 of the Fifth Amended
2 Complaint.

3 86. Defendants deny the allegations in Paragraph 86 of the Fifth Amended
4 Complaint.

5 87. As to Paragraph 87 of the Fifth Amended Complaint, Elysium refers to
6 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. Morris denies knowledge or
10 information sufficient to form a belief as to the truth of the allegations in Paragraph
11 87 of the Fifth Amended Complaint.

12 88. As to Paragraph 88 of the Fifth Amended Complaint, Elysium refers to
13 the pTeroPure Supply Agreement itself for its terms, conditions, and provisions.
14 Elysium denies any paraphrasing, summarizing, or characterization of the pTeroPure
15 Supply Agreement and any factual inferences or legal conclusions made by
16 ChromaDex based on the pTeroPure Supply Agreement. Morris denies knowledge or
17 information sufficient to form a belief as to the truth of the allegations in Paragraph
18 88 of the Fifth Amended Complaint.

19 89. As to Paragraph 89 of the Fifth Amended Complaint, Elysium refers to
20 the pTeroPure Supply Agreement itself for its terms, conditions, and provisions.
21 Elysium denies any paraphrasing, summarizing, or characterization of the pTeroPure
22 Supply Agreement and any factual inferences or legal conclusions made by
23 ChromaDex based on the pTeroPure Supply Agreement. Morris denies knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph
25 89 of the Fifth Amended Complaint.

26 90. As to Paragraph 90 of the Fifth Amended Complaint, Elysium refers to
27 the referenced invoices themselves for their complete terms. Elysium denies any
28 paraphrasing, summarizing, or characterization of the invoices and any factual

1 inferences or legal conclusions made by ChromaDex based on the invoices. Morris
2 denies knowledge or information sufficient to form a belief as to the truth of the
3 allegations in Paragraph 90 of the Fifth Amended Complaint.

4 91. To the extent the allegations in Paragraph 91 of the Fifth Amended
5 Complaint state legal conclusions, no response is required. To the extent a response
6 is deemed necessary, Elysium denies the allegations in Paragraph 91 of the Fifth
7 Amended Complaint. Morris denies knowledge or information sufficient to form a
8 belief as to the truth of the allegations in Paragraph 91 of the Fifth Amended
9 Complaint.

10 92. To the extent the allegations in Paragraph 92 of the Fifth 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 92 of the Fifth
13 Amended Complaint. Morris denies knowledge or information sufficient to form a
14 belief as to the truth of the allegations in Paragraph 92 of the Fifth Amended
15 Complaint.

16 93. As to Paragraph 93 of the Fifth Amended Complaint, Elysium refers to
17 the Niagen Supply Agreement itself for its terms, conditions, and provisions.
18 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
19 Supply Agreement and any factual inferences or legal conclusions made by
20 ChromaDex based on the Niagen Supply Agreement. Morris denies knowledge or
21 information sufficient to form a belief as to the truth of the allegations in Paragraph
22 93 of the Fifth Amended Complaint.

23 94. As to Paragraph 94 of the Fifth Amended Complaint, Elysium refers to
24 the Niagen Supply Agreement itself for its terms, conditions, and provisions.
25 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
26 Supply Agreement and any factual inferences or legal conclusions made by
27 ChromaDex based on the Niagen Supply Agreement. Morris denies knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations in Paragraph
2 94 of the Fifth Amended Complaint.

3 95. As to Paragraph 95 of the Fifth Amended Complaint, Elysium refers to
4 the Niagen Supply Agreement itself for its terms, conditions, and provisions.
5 Elysium denies any paraphrasing, summarizing, or characterization of the Niagen
6 Supply Agreement and any factual inferences or legal conclusions made by
7 ChromaDex based on the Niagen Supply Agreement. Morris denies knowledge or
8 information sufficient to form a belief as to the truth of the allegations in Paragraph
9 95 of the Fifth Amended Complaint.

10 96. As to Paragraph 96 of the Fifth Amended Complaint, Elysium refers to
11 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. Morris denies knowledge or
15 information sufficient to form a belief as to the truth of the allegations in Paragraph
16 96 of the Fifth Amended Complaint.

17 97. To the extent the allegations in Paragraph 97 of the Fifth 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 97 of the Fifth
20 Amended Complaint. Morris denies knowledge or information sufficient to form a
21 belief as to the truth of the allegations in Paragraph 97 of the Fifth Amended
22 Complaint.

23 98. To the extent the allegations in Paragraph 98 of the Fifth 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 98 of the Fifth
26 Amended Complaint, except admits that on October 31, 2016, ChromaDex sent to
27 Elysium a notice letter and refers to the letter for its complete contents. Morris denies
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1 knowledge or information sufficient to form a belief as to the truth of the allegations
2 in Paragraph 98 of the Fifth Amended Complaint.

3 99. Defendants deny the allegations in Paragraph 99 of the Fifth Amended
4 Complaint.

5 100. Defendants deny the allegations in Paragraph 100 of the Fifth Amended
6 Complaint.

7 101. Defendants deny the allegations in Paragraph 101 of the Fifth Amended
8 Complaint.

9 102. Elysium denies knowledge or information sufficient to form a belief as
10 to the truth of the allegations in Paragraph 102 of the Fifth Amended Complaint
11 except that Elysium denies that Morris took any action “with the intent of using that
12 stolen information for Elysium's purposes.” Morris denies the allegations in
13 Paragraph 102 of the Fifth Amended Complaint.

14 103. Defendants deny the allegations in Paragraph 103 of the Fifth Amended
15 Complaint.

16 104. To the extent the allegations in Paragraph 104 of the Fifth Amended
17 Complaint state legal conclusions, no response is required. To the extent a response
18 is deemed necessary, Defendants deny the allegations in Paragraph 104 of the Fifth
19 Amended Complaint.

20 105. Elysium denies the allegations in Paragraph 105 of the Fifth Amended
21 Complaint. Morris denies knowledge or information sufficient to form a belief as to
22 the truth of the allegations in Paragraph 105 of the Fifth Amended Complaint.

23 106. Defendants deny the allegations in Paragraph 106 of the Fifth Amended
24 Complaint except Defendants admit the last sentence in Paragraph 106 of the Fifth
25 Amended Complaint.

26 107. Defendants deny the allegations in Paragraph 107 of the Fifth Amended
27 Complaint.

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1 108. Defendants deny the allegations in Paragraph 108 of the Fifth Amended
2 Complaint.

3 109. Defendants deny knowledge or information sufficient to form a belief
4 as to the truth of the allegations in Paragraph 109 of the Fifth Amended Complaint.

5 110. Elysium denies the allegations in Paragraph 110 of the Fifth Amended
6 Complaint. Morris denies knowledge or information sufficient to form a belief as to
7 the truth of the allegations in Paragraph 110 of the Fifth Amended Complaint.

8 111. Defendants deny the allegations in Paragraph 111 of the Fifth Amended
9 Complaint.

10 112. Defendants deny the allegations in Paragraph 112 of the Fifth Amended
11 Complaint, except admit that Mr. Morris sent a confidentiality agreement by email to
12 Mr. Alminana and Mr. Marcotulli on August 1, 2016, and refer to the referenced
13 email for its complete contents. Defendants deny any paraphrasing, summarizing, or
14 characterization of the email and any factual inferences or legal conclusions made by
15 ChromaDex based on the email.

16 113. Defendants deny the allegations in Paragraph 113 of the Fifth Amended
17 Complaint.

18 114. Defendants deny the allegations in Paragraph 114 of the Fifth Amended
19 Complaint, except Defendants deny knowledge or information sufficient to form a
20 belief as to the truth of the allegations in the second, third, and fourth sentences in
21 Paragraph 114 of the Fifth Amended Complaint.

22 115. To the extent the allegations in Paragraph 115 of the Fifth 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 115 of the Fifth
25 Amended Complaint. Morris denies knowledge or information sufficient to form a
26 belief as to the truth of the allegations in Paragraph 115 of the Fifth Amended
27 Complaint.

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1 116. To the extent the allegations in Paragraph 116 of the Fifth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Defendants deny the allegations in Paragraph 116 of the Fifth
4 Amended Complaint, except Defendants deny knowledge or information sufficient to
5 form a belief as to the truth of the allegations in the second sentence in Paragraph 116
6 of the Fifth Amended Complaint.

7 117. To the extent the allegations in Paragraph 117 of the Fifth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Defendants deny the allegations in Paragraph 117 of the Fifth
10 Amended Complaint, and refer to the Niagen Supply Agreement itself for its terms,
11 conditions, and provisions. Defendants deny 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.

14 118. Defendants deny the allegations in Paragraph 118 of the Fifth Amended
15 Complaint.

16 119. To the extent the allegations in Paragraph 119 of the Fifth Amended
17 Complaint state legal conclusions, no response is required. To the extent a response
18 is deemed necessary, Defendants deny the allegations in Paragraph 119 of the Fifth
19 Amended Complaint.

20 120. To the extent the allegations in Paragraph 120 of the Fifth Amended
21 Complaint state legal conclusions, no response is required. To the extent a response
22 is deemed necessary, Elysium denies knowledge or information sufficient to form a
23 belief as to the truth of the allegations in Paragraph 120 of the Fifth Amended
24 Complaint. Morris denies the allegations in Paragraph 120 of the Fifth Amended
25 Complaint.

26 121. To the extent the allegations in Paragraph 121 of the Fifth Amended
27 Complaint state legal conclusions, no response is required. To the extent a response
28 is deemed necessary, Elysium denies the allegations in Paragraph 121 of the Fifth

1 Amended Complaint. Morris denies knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 121 of the Fifth Amended
3 Complaint.

4 122. Defendants deny the allegations in Paragraph 122 of the Fifth Amended
5 Complaint.

6 123. Elysium denies the allegations in Paragraph 123 of the Fifth Amended
7 Complaint. Morris denies knowledge or information sufficient to form a belief as to
8 the truth of the allegations in Paragraph 123 of the Fifth Amended Complaint.

9 124. Elysium denies the allegations in Paragraph 124 of the Fifth Amended
10 Complaint. Morris denies knowledge or information sufficient to form a belief as to
11 the truth of the allegations in Paragraph 124 of the Fifth Amended Complaint.

12 125. Defendants deny knowledge or information sufficient to form a belief
13 as to the truth of the allegations in Paragraph 125 of the Fifth Amended Complaint,
14 except admit that Mr. Dellinger became employed by Elysium in 2016.

15 126. To the extent the allegations in Paragraph 126 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Defendants deny knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 126 of the Fifth Amended
19 Complaint.

20 127. Defendants deny the allegations in Paragraph 127 of the Fifth Amended
21 Complaint.

22 128. To the extent the allegations in Paragraph 128 of the Fifth Amended
23 Complaint state legal conclusions, no response is required. To the extent a response
24 is deemed necessary, Defendants deny the allegations in Paragraph 128 of the Fifth
25 Amended Complaint.

26 129. To the extent the allegations in Paragraph 129 of the Fifth Amended
27 Complaint state legal conclusions, no response is required. To the extent a response
28 is deemed necessary, Defendants deny knowledge or information sufficient to form a

1 belief as to the truth of the allegations in Paragraph 129 of the Fifth Amended
2 Complaint, except Defendants deny the allegations in the last two sentences of
3 Paragraph 129 of the Fifth Amended Complaint.

4 130. To the extent the allegations in Paragraph 130 of the Fifth Amended
5 Complaint state legal conclusions, no response is required. To the extent a response
6 is deemed necessary, Defendants deny the allegations in Paragraph 130 of the Fifth
7 Amended Complaint.

8 131. To the extent the allegations in Paragraph 131 of the Fifth 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 131 of the Fifth
11 Amended Complaint. Morris denies knowledge or information sufficient to form a
12 belief as to the truth of the allegations in Paragraph 131 of the Fifth Amended
13 Complaint.

14 132. To the extent the allegations in Paragraph 132 of the Fifth 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 132 of the Fifth
17 Amended Complaint. Morris denies knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 132 of the Fifth Amended
19 Complaint.

20 133. To the extent the allegations in Paragraph 133 of the Fifth Amended
21 Complaint state legal conclusions, no response is required. To the extent a response
22 is deemed necessary, Elysium denies the allegations in Paragraph 133 of the Fifth
23 Amended Complaint except that Elysium denies knowledge or information sufficient
24 to form a belief as to the truth of the allegations in the second and third sentences in
25 Paragraph 133 of the Fifth Amended Complaint. Morris denies knowledge or
26 information sufficient to form a belief as to the truth of the allegations in Paragraph
27 133 of the Fifth Amended Complaint.

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1 134. As to Paragraph 134 of the Fifth Amended Complaint, Defendants refer
2 to the pTeroPure Supply Agreement itself for the terms, conditions, and provisions
3 thereof. Defendants deny any paraphrasing, summarizing, or characterization of the
4 pTeroPure Supply Agreement and any factual inferences or legal conclusions made
5 by ChromaDex based on the pTeroPure Supply Agreement.

6 135. To the extent the allegations in Paragraph 135 of the Fifth Amended
7 Complaint state legal conclusions, no response is required. To the extent a response
8 is deemed necessary, Elysium denies the allegations in Paragraph 135 of the Fifth
9 Amended Complaint. Morris denies knowledge or information sufficient to form a
10 belief as to the truth of the allegations in Paragraph 135 of the Fifth Amended
11 Complaint.

12 136. Elysium denies the allegations in Paragraph 136 of the Fifth Amended
13 Complaint. Morris denies knowledge or information sufficient to form a belief as to
14 the truth of the allegations in Paragraph 136 of the Fifth Amended Complaint.

15 137. Defendants deny knowledge or information sufficient to form a belief
16 as to the truth of the allegations in Paragraph 137 of the Fifth Amended Complaint.

17 138. To the extent the allegations in Paragraph 138 of the Fifth Amended
18 Complaint state legal conclusions, no response is required. To the extent a response
19 is deemed necessary, Defendants deny the allegations in Paragraph 138 of the Fifth
20 Amended Complaint and refer to the pTeroPure Supply Agreement itself for its
21 terms, conditions, and provisions. Defendants deny any paraphrasing, summarizing,
22 or characterization of the pTeroPure Supply Agreement and any factual inferences or
23 legal conclusions made by ChromaDex based on the pTeroPure Supply Agreement.

24 139. To the extent the allegations in Paragraph 139 of the Fifth 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 139 of the Fifth
27 Amended Complaint. Morris denies knowledge or information sufficient to form a
28

1 belief as to the truth of the allegations in Paragraph 139 of the Fifth Amended
2 Complaint.

3 140. To the extent the allegations in Paragraph 140 of the Fifth 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 140 of the Fifth
6 Amended Complaint. Morris denies knowledge or information sufficient to form a
7 belief as to the truth of the allegations in Paragraph 140 of the Fifth Amended
8 Complaint.

9 141. To the extent the allegations in Paragraph 141 of the Fifth 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 141 of the Fifth
12 Amended Complaint. Morris denies knowledge or information sufficient to form a
13 belief as to the truth of the allegations in Paragraph 141 of the Fifth Amended
14 Complaint.

15 142. Elysium admits the allegations in Paragraph 142 of the Fifth Amended
16 Complaint, and refer to the referenced First Amended Counterclaims for their
17 complete contents.

18 143. Defendants admit the allegations in Paragraph 143 of the Fifth
19 Amended Complaint, and refer to the referenced First Amended Counterclaims for
20 their complete contents.

21 144. Defendants admit the allegations in Paragraph 144 of the Fifth
22 Amended Complaint, and refer to the referenced motion and order for their complete
23 contents.

24 145. Defendants deny knowledge or information sufficient to form a belief
25 as to the truth of the allegations in Paragraph 145 of the Fifth Amended Complaint.

26 146. Paragraph 146 of the Fifth Amended Complaint states legal conclusions
27 to which no response is required. To the extent a response is deemed necessary,
28 Defendants deny the allegations in Paragraph 146 of the Fifth Amended Complaint.

1 147. Paragraph 147 of the Fifth Amended Complaint states legal conclusions
2 to which no response is required. To the extent a response is deemed necessary,
3 Defendants deny the allegations in Paragraph 147 of the Fifth Amended Complaint.

4 148. Defendants deny knowledge or information sufficient to form a belief
5 as to the truth of the allegations in Paragraph 148 of the Fifth Amended Complaint.

6 149. To the extent the allegations in Paragraph 149 of the Fifth Amended
7 Complaint state legal conclusions, no response is required. To the extent a response
8 is deemed necessary, Elysium denies that ChromaDex has purged its patent misuse
9 and denies knowledge or information sufficient to form a belief as to the truth of the
10 remaining allegations in Paragraph 149 of the Fifth Amended Complaint. Morris
11 denies knowledge or information sufficient to form a belief as to the truth of the
12 remaining allegations in Paragraph 149 of the Fifth Amended Complaint.

13 150. Elysium incorporates by reference its responses to Paragraphs 1-149 of
14 the Fifth Amended Complaint as if set forth herein.

15 151. Paragraph 151 of the Fifth Amended Complaint states legal conclusions
16 to which no response is required.

17 152. To the extent the allegations in Paragraph 152 of the Fifth 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 152 of the Fifth
20 Amended Complaint, and Morris denies knowledge or information sufficient to form
21 a belief as to the truth of the allegations in Paragraph 152 of the Fifth Amended
22 Complaint.

23 153. To the extent the allegations in Paragraph 153 of the Fifth 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 153 of the Fifth
26 Amended Complaint, and Morris denies knowledge or information sufficient to form
27 a belief as to the truth of the allegations in Paragraph 153 of the Fifth Amended
28 Complaint.

1 154. To the extent the allegations in Paragraph 154 of the Fifth 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 154 of the Fifth
4 Amended Complaint, and Morris denies knowledge or information sufficient to form
5 a belief as to the truth of the allegations in Paragraph 154 of the Fifth Amended
6 Complaint.

7 155. To the extent the allegations in Paragraph 155 of the Fifth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Defendants refer to the pTeroPure Supply Agreement itself for
10 its terms, conditions, and provisions. Defendants deny 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.

14 156. To the extent the allegations in Paragraph 156 of the Fifth Amended
15 Complaint state legal conclusions, no response is required. To the extent a response
16 is deemed necessary, Defendants refer to the pTeroPure Supply Agreement itself for
17 its terms, conditions, and provisions. Defendants deny any paraphrasing,
18 summarizing, or characterization of the pTeroPure Supply Agreement and any
19 factual inferences or legal conclusions made by ChromaDex based on the pTeroPure
20 Supply Agreement.

21 157. To the extent the allegations in Paragraph 157 of the Fifth 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 157 of the Fifth
24 Amended Complaint. Morris denies knowledge or information sufficient to form a
25 belief as to the truth of the allegations in Paragraph 157 of the Fifth Amended
26 Complaint.

27 158. To the extent the allegations in Paragraph 158 of the Fifth Amended
28 Complaint state legal conclusions, no response is required. To the extent a response

1 is deemed necessary, Defendants deny knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 158 of the Fifth Amended
3 Complaint.

4 159. To the extent the allegations in Paragraph 159 of the Fifth Amended
5 Complaint state legal conclusions, no response is required. To the extent a response
6 is deemed necessary, Elysium denies the allegations in Paragraph 159 of the Fifth
7 Amended Complaint. Morris denies knowledge or information sufficient to form a
8 belief as to the truth of the allegations in Paragraph 159 of the Fifth Amended
9 Complaint.

10 160. Elysium denies the allegations in Paragraph 160 of the Fifth Amended
11 Complaint. Morris denies knowledge or information sufficient to form a belief as to
12 the truth of the allegations in Paragraph 160 of the Fifth Amended Complaint.

13 161. Defendants deny the allegations in Paragraph 161 of the Fifth Amended
14 Complaint.

15 162. To the extent the allegations in Paragraph 162 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Defendants refer to the pTeroPure Supply Agreement itself for
18 its terms, conditions, and provisions. Defendants deny any paraphrasing,
19 summarizing, or characterization of the pTeroPure Supply Agreement and any
20 factual inferences or legal conclusions made by ChromaDex based on the pTeroPure
21 Supply Agreement.

22 163. To the extent the allegations in Paragraph 163 of the Fifth Amended
23 Complaint state legal conclusions, no response is required. To the extent a response
24 is deemed necessary, Defendants refer to the pTeroPure Supply Agreement itself for
25 its terms, conditions, and provisions. Defendants deny any paraphrasing,
26 summarizing, or characterization of the pTeroPure Supply Agreement and any
27 factual inferences or legal conclusions made by ChromaDex based on the pTeroPure
28 Supply Agreement.

1 164. To the extent the allegations in Paragraph 164 of the Fifth 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 164 of the Fifth
4 Amended Complaint. Morris denies knowledge or information sufficient to form a
5 belief as to the truth of the allegations in Paragraph 164 of the Fifth Amended
6 Complaint.

7 165. To the extent the allegations in Paragraph 165 of the Fifth 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 165 of the Fifth
10 Amended Complaint. Morris denies knowledge or information sufficient to form a
11 belief as to the truth of the allegations in Paragraph 165 of the Fifth Amended
12 Complaint.

13 166. Paragraph 166 of the Fifth Amended Complaint contains legal
14 conclusions as to which no response is required.

15 167. Elysium incorporates by reference its responses to Paragraphs 1-166 of
16 the Fifth Amended Complaint as if set forth herein.

17 168. Paragraph 168 of the Fifth Amended Complaint states legal conclusions
18 to which no response is required.

19 169. To the extent the allegations in Paragraph 169 of the Fifth 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 169 of the Fifth
22 Amended Complaint and Morris denies knowledge or information sufficient to form
23 a belief as to the truth of the allegations in Paragraph 169 of the Fifth Amended
24 Complaint.

25 170. To the extent the allegations in Paragraph 170 of the Fifth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
27 is deemed necessary, Elysium denies the allegations in Paragraph 170 of the Fifth
28 Amended Complaint and Morris denies knowledge or information sufficient to form

1 a belief as to the truth of the allegations in Paragraph 170 of the Fifth Amended
2 Complaint.

3 171. To the extent the allegations in Paragraph 171 of the Fifth 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 171 of the Fifth
6 Amended Complaint and Morris denies knowledge or information sufficient to form
7 a belief as to the truth of the allegations in Paragraph 171 of the Fifth Amended
8 Complaint.

9 172. To the extent the allegations in Paragraph 172 of the Fifth Amended
10 Complaint state legal conclusions, no response is required. To the extent a response
11 is deemed necessary, Defendants refer to the Niagen Supply Agreement itself for its
12 terms, conditions, and provisions. Defendants deny any paraphrasing, summarizing,
13 or characterization of the Niagen Supply Agreement and any factual inferences or
14 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

15 173. To the extent the allegations in Paragraph 173 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Defendants refer to the Niagen Supply Agreement itself for its
18 terms, conditions, and provisions. Defendants deny any paraphrasing, summarizing,
19 or characterization of the Niagen Supply Agreement and any factual inferences or
20 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

21 174. To the extent the allegations in Paragraph 174 of the Fifth 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 174 of the Fifth
24 Amended Complaint and Morris denies knowledge or information sufficient to form
25 a belief as to the truth of the allegations in Paragraph 174 of the Fifth Amended
26 Complaint.

27 175. To the extent the allegations in Paragraph 175 of the Fifth Amended
28 Complaint state legal conclusions, no response is required. To the extent a response

1 is deemed necessary, Elysium denies the allegations in Paragraph 175 of the Fifth
2 Amended Complaint and Morris denies knowledge or information sufficient to form
3 a belief as to the truth of the allegations in Paragraph 175 of the Fifth Amended
4 Complaint.

5 176. Defendants deny knowledge or information sufficient to form a belief
6 as to the truth of the allegations in Paragraph 176 of the Fifth Amended Complaint.

7 177. To the extent the allegations in Paragraph 177 of the Fifth 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 177 of the Fifth
10 Amended Complaint except admits that it has conducted clinical trials, and Morris
11 denies knowledge or information sufficient to form a belief as to the truth of the
12 allegations in Paragraph 177 of the Fifth Amended Complaint.

13 178. To the extent the allegations in Paragraph 178 of the Fifth 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 178 of the Fifth
16 Amended Complaint and Morris denies knowledge or information sufficient to form
17 a belief as to the truth of the allegations in Paragraph 178 of the Fifth Amended
18 Complaint.

19 179. Defendants deny knowledge or information sufficient to form a belief
20 as to the truth of the allegations in Paragraph 179 of the Fifth Amended Complaint.

21 180. Elysium admits the allegations in Paragraph 180 of the Fifth Amended
22 Complaint. Morris denies knowledge or information sufficient to form a belief as to
23 the truth of the allegations in Paragraph 180 of the Fifth Amended Complaint.

24 181. To the extent the allegations in Paragraph 181 of the Fifth 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 181 of the Fifth
27 Amended Complaint and Morris denies knowledge or information sufficient to form
28

1 a belief as to the truth of the allegations in Paragraph 181 of the Fifth Amended
2 Complaint.

3 182. To the extent the allegations in Paragraph 182 of the Fifth 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 182 of the Fifth
6 Amended Complaint and Morris denies knowledge or information sufficient to form
7 a belief as to the truth of the allegations in Paragraph 182 of the Fifth Amended
8 Complaint.

9 183. To the extent the allegations in Paragraph 183 of the Fifth Amended
10 Complaint state legal conclusions, no response is required. To the extent a response
11 is deemed necessary, Defendants refer to the Niagen Supply Agreement itself for its
12 terms, conditions, and provisions. Defendants deny any paraphrasing, summarizing,
13 or characterization of the Niagen Supply Agreement and any factual inferences or
14 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

15 184. To the extent the allegations in Paragraph 184 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Defendants refer to the Niagen Supply Agreement itself for its
18 terms, conditions, and provisions. Defendants deny any paraphrasing, summarizing,
19 or characterization of the Niagen Supply Agreement and any factual inferences or
20 legal conclusions made by ChromaDex based on the Niagen Supply Agreement.

21 185. To the extent the allegations in Paragraph 185 of the Fifth 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 185 of the Fifth
24 Amended Complaint. Morris denies knowledge or information sufficient to form a
25 belief as to the truth of the allegations in Paragraph 185 of the Fifth Amended
26 Complaint.

27 186. To the extent the allegations in Paragraph 186 of the Fifth Amended
28 Complaint state legal conclusions, no response is required. To the extent a response

1 is deemed necessary, Defendants deny the allegations in Paragraph 186 of the Fifth
2 Amended Complaint.

3 187. To the extent the allegations in Paragraph 187 of the Fifth 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 187 of the Fifth
6 Amended Complaint. Morris denies knowledge or information sufficient to form a
7 belief as to the truth of the allegations in Paragraph 187 of the Fifth Amended
8 Complaint.

9 188. Paragraph 188 of the Fifth Amended Complaint contains legal
10 conclusions as to which no response is required.

11 189. Elysium incorporates by reference its responses to Paragraphs 1-188 of
12 the Fifth Amended Complaint as if set forth herein.

13 190. To the extent the allegations in Paragraph 190 of the Fifth Amended
14 Complaint state legal conclusions, no response is required. To the extent a response
15 is deemed necessary, Defendants deny the allegations in Paragraph 190 of the Fifth
16 Amended Complaint.

17 191. Defendants deny knowledge or information sufficient to form a belief
18 as to the truth of the allegations in Paragraph 191 of the Fifth Amended Complaint.

19 192. Defendants deny the allegations in Paragraph 192 of the Fifth Amended
20 Complaint.

21 193. Elysium denies the allegations in Paragraph 193 of the Fifth Amended
22 Complaint. Morris denies knowledge or information sufficient to form a belief as to
23 the truth of the allegations in Paragraph 193 of the Fifth Amended Complaint.

24 194. Morris denies the allegations in Paragraph 194 of the Fifth Amended
25 Complaint. Elysium denies knowledge or information sufficient to form a belief as to
26 the truth of the allegations in Paragraph 194 of the Fifth Amended Complaint.

27 195. To the extent the allegations in Paragraph 195 of the Fifth Amended
28 Complaint state legal conclusions, no response is required. To the extent a response

1 is deemed necessary, Defendants deny knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 195 of the Fifth Amended
3 Complaint, except Elysium denies that it “illegally possesses” the Ingredient Sales
4 Spreadsheet and refers to the referenced spreadsheet for its complete contents.

5 196. To the extent the allegations in Paragraph 196 of the Fifth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Defendants deny the allegations in Paragraph 196 of the Fifth
8 Amended Complaint.

9 197. Defendants deny the allegations in Paragraph 197 of the Fifth Amended
10 Complaint.

11 198. To the extent the allegations in Paragraph 198 of the Fifth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Defendants deny knowledge or information sufficient to form a
14 belief as to the truth of the allegations in Paragraph 198 of the Fifth Amended
15 Complaint.

16 199. To the extent the allegations in Paragraph 199 of the Fifth Amended
17 Complaint state legal conclusions, no response is required. To the extent a response
18 is deemed necessary, Defendants deny the allegations in Paragraph 199 of the Fifth
19 Amended Complaint.

20 200. To the extent the allegations in Paragraph 200 of the Fifth Amended
21 Complaint state legal conclusions, no response is required. To the extent a response
22 is deemed necessary, Defendants deny knowledge or information sufficient to form a
23 belief as to the truth of the allegations in Paragraph 200 of the Fifth Amended
24 Complaint.

25 201. To the extent the allegations in Paragraph 201 of the Fifth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
27 is deemed necessary, Defendants deny knowledge or information sufficient to form a
28 belief as to the truth of the allegations in Paragraph 201 of the Fifth Amended

1 Complaint except that Morris admits that he signed two documents titled,
2 respectively, “CHROMADEX, INC. CONFIDENTIALITY AND NON-
3 SOLICITATION AGREEMENT (FOR NEW EMPLOYEES)” and “RECEIPT &
4 ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK (EMPLOYER COPY)”.

5 202. To the extent the allegations in Paragraph 202 of the Fifth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Defendants deny the allegations in Paragraph 202 of the Fifth
8 Amended Complaint.

9 203. To the extent the allegations in Paragraph 203 of the Fifth Amended
10 Complaint state legal conclusions, no response is required. To the extent a response
11 is deemed necessary, Defendants deny the allegations in Paragraph 203 of the Fifth
12 Amended Complaint.

13 204. To the extent the allegations in Paragraph 204 of the Fifth Amended
14 Complaint state legal conclusions, no response is required. To the extent a response
15 is deemed necessary, Defendants deny the allegations in Paragraph 204 of the Fifth
16 Amended Complaint.

17 205. Elysium denies the allegations in Paragraph 205 of the Fifth Amended
18 Complaint. Morris denies knowledge or information sufficient to form a belief as to
19 the truth of the allegations in Paragraph 205 of the Fifth Amended Complaint.

20 206. To the extent the allegations in Paragraph 206 of the Fifth Amended
21 Complaint state legal conclusions, no response is required. To the extent a response
22 is deemed necessary, Defendants deny the allegations in Paragraph 206 of the Fifth
23 Amended Complaint.

24 207. To the extent the allegations in Paragraph 207 of the Fifth Amended
25 Complaint state legal conclusions, no response is required. To the extent a response
26 is deemed necessary, Defendants deny the allegations in Paragraph 207 of the Fifth
27 Amended Complaint.

28

1 208. To the extent the allegations in Paragraph 208 of the Fifth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Defendants deny the allegations in Paragraph 208 of the Fifth
4 Amended Complaint.

5 209. To the extent the allegations in Paragraph 209 of the Fifth Amended
6 Complaint state legal conclusions, no response is required. To the extent a response
7 is deemed necessary, Defendants deny the allegations in Paragraph 209 of the Fifth
8 Amended Complaint.

9 210. Elysium incorporates by reference its responses to Paragraphs 1-209 of
10 the Fifth Amended Complaint as if set forth herein.

11 211. To the extent the allegations in Paragraph 211 of the Fifth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Defendants deny the allegations in Paragraph 211 of the Fifth
14 Amended Complaint.

15 212. To the extent the allegations in Paragraph 212 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Defendants deny the allegations in Paragraph 212 of the Fifth
18 Amended Complaint.

19 213. To the extent the allegations in Paragraph 213 of the Fifth Amended
20 Complaint state legal conclusions, no response is required. To the extent a response
21 is deemed necessary, Defendants deny the allegations in Paragraph 213 of the Fifth
22 Amended Complaint.

23 214. Elysium incorporates by reference its responses to Paragraphs 1-213 of
24 the Fifth Amended Complaint as if set forth herein.

25 215. To the extent the allegations in Paragraph 215 of the Fifth Amended
26 Complaint state legal conclusions, no response is required. To the extent a response
27 is deemed necessary, Morris denies the allegations in Paragraph 215 of the Fifth
28 Amended Complaint except admits that he signed a document titled "RECEIPT &

1 ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK (EMPLOYER COPY)”.

2 Elysium denies knowledge or information sufficient to form a belief as to the truth of
3 the allegations in Paragraph 215 of the Fifth Amended Complaint.

4 216. To the extent the allegations in Paragraph 216 of the Fifth Amended
5 Complaint state legal conclusions, no response is required. To the extent a response
6 is deemed necessary, Morris denies the allegations in Paragraph 216 of the Fifth
7 Amended Complaint and Elysium denies knowledge or information sufficient to
8 form a belief as to the truth of the allegations in Paragraph 216 of the Fifth Amended
9 Complaint.

10 217. To the extent the allegations in Paragraph 217 of the Fifth Amended
11 Complaint state legal conclusions, no response is required. To the extent a response
12 is deemed necessary, Morris denies the allegations in Paragraph 217 of the Fifth
13 Amended Complaint and Elysium denies knowledge or information sufficient to
14 form a belief as to the truth of the allegations in Paragraph 217 of the Fifth Amended
15 Complaint.

16 218. To the extent the allegations in Paragraph 218 of the Fifth Amended
17 Complaint state legal conclusions, no response is required. To the extent a response
18 is deemed necessary, Morris denies the allegations in Paragraph 218 of the Fifth
19 Amended Complaint and Elysium denies knowledge or information sufficient to
20 form a belief as to the truth of the allegations in Paragraph 218 of the Fifth Amended
21 Complaint.

22 219. To the extent the allegations in Paragraph 219 of the Fifth Amended
23 Complaint state legal conclusions, no response is required. To the extent a response
24 is deemed necessary, Defendants deny the allegations in Paragraph 219 of the Fifth
25 Amended Complaint.

26 220. To the extent the allegations in Paragraph 220 of the Fifth Amended
27 Complaint state legal conclusions, no response is required. To the extent a response
28 is deemed necessary, Morris denies the allegations in Paragraph 220 of the Fifth

1 Amended Complaint and Elysium denies knowledge or information sufficient to
2 form a belief as to the truth of the allegations in Paragraph 220 of the Fifth Amended
3 Complaint.

4 221. To the extent the allegations in Paragraph 221 of the Fifth Amended
5 Complaint state legal conclusions, no response is required. To the extent a response
6 is deemed necessary, Morris denies the allegations in Paragraph 221 of the Fifth
7 Amended Complaint and Elysium denies knowledge or information sufficient to
8 form a belief as to the truth of the allegations in Paragraph 221 of the Fifth Amended
9 Complaint.

10 222. To the extent the allegations in Paragraph 222 of the Fifth Amended
11 Complaint state legal conclusions, no response is required. To the extent a response
12 is deemed necessary, Morris denies the allegations in Paragraph 222 of the Fifth
13 Amended Complaint and Elysium denies knowledge or information sufficient to
14 form a belief as to the truth of the allegations in Paragraph 222 of the Fifth Amended
15 Complaint.

16 223. Elysium incorporates by reference its responses to Paragraphs 1-222 of
17 the Fifth Amended Complaint as if set forth herein.

18 224. To the extent the allegations in Paragraph 224 of the Fifth Amended
19 Complaint state legal conclusions, no response is required. To the extent a response
20 is deemed necessary, Morris denies the allegations in Paragraph 224 of the Fifth
21 Amended Complaint except admits that, on July 15, 2016, he signed a document
22 titled "CHROMADDEX, INC. CONFIDENTIALITY AND NON-SOLICITATION
23 AGREEMENT (FOR NEW EMPLOYEES)". Elysium denies knowledge or
24 information sufficient to form a belief as to the truth of the allegations in Paragraph
25 224 of the Fifth Amended Complaint.

26 225. To the extent the allegations in Paragraph 225 of the Fifth Amended
27 Complaint state legal conclusions, no response is required. To the extent a response
28 is deemed necessary, Morris denies the allegations in Paragraph 225 of the Fifth

1 Amended Complaint and Elysium denies knowledge or information sufficient to
2 form a belief as to the truth of the allegations in Paragraph 225 of the Fifth Amended
3 Complaint.

4 226. To the extent the allegations in Paragraph 226 of the Fifth Amended
5 Complaint state legal conclusions, no response is required. To the extent a response
6 is deemed necessary, Morris denies the allegations in Paragraph 226 of the Fifth
7 Amended Complaint and Elysium denies knowledge or information sufficient to
8 form a belief as to the truth of the allegations in Paragraph 226 of the Fifth Amended
9 Complaint.

10 227. To the extent the allegations in Paragraph 227 of the Fifth Amended
11 Complaint state legal conclusions, no response is required. To the extent a response
12 is deemed necessary, Morris denies the allegations in Paragraph 227 of the Fifth
13 Amended Complaint and Elysium denies knowledge or information sufficient to
14 form a belief as to the truth of the allegations in Paragraph 227 of the Fifth Amended
15 Complaint.

16 228. To the extent the allegations in Paragraph 228 of the Fifth Amended
17 Complaint state legal conclusions, no response is required. To the extent a response
18 is deemed necessary, Defendants deny knowledge or information sufficient to form a
19 belief as to the truth of the allegations in Paragraph 228 of the Fifth Amended
20 Complaint and refer to the referenced document for its complete contents.
21 Defendants deny any paraphrasing, summarizing, or characterization of the email and
22 any factual inferences or legal conclusions made by ChromaDex based on the
23 document.

24 229. To the extent the allegations in Paragraph 229 of the Fifth Amended
25 Complaint state legal conclusions, no response is required. To the extent a response
26 is deemed necessary, Defendants deny the allegations in Paragraph 229 of the Fifth
27 Amended Complaint, except that Elysium denies knowledge or information sufficient
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1 to form a belief as to the truth of the allegations in the last sentence of Paragraph 229
2 of the Fifth Amended Complaint.

3 230. To the extent the allegations in Paragraph 230 of the Fifth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Defendants deny knowledge or information sufficient to form a
6 belief as to the truth of the allegations in Paragraph 230 of the Fifth Amended
7 Complaint and refer to the referenced document for its complete contents.
8 Defendants deny any paraphrasing, summarizing, or characterization of the email and
9 any factual inferences or legal conclusions made by ChromaDex based on the
10 document.

11 231. To the extent the allegations in Paragraph 231 of the Fifth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Defendants deny the allegations in Paragraph 231 of the Fifth
14 Amended Complaint.

15 232. To the extent the allegations in Paragraph 232 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Defendants deny knowledge or information sufficient to form a
18 belief as to the truth of the allegations in Paragraph 232 of the Fifth Amended
19 Complaint and refer to the referenced document for its complete contents.
20 Defendants deny any paraphrasing, summarizing, or characterization of the email and
21 any factual inferences or legal conclusions made by ChromaDex based on the
22 document.

23 233. To the extent the allegations in Paragraph 233 of the Fifth Amended
24 Complaint state legal conclusions, no response is required. To the extent a response
25 is deemed necessary, Defendants deny the allegations in Paragraph 233 of the Fifth
26 Amended Complaint.

27 234. To the extent the allegations in Paragraph 234 of the Fifth Amended
28 Complaint state legal conclusions, no response is required. To the extent a response

1 is deemed necessary, Defendants deny knowledge or information sufficient to form a
2 belief as to the truth of the allegations in Paragraph 234 of the Fifth Amended
3 Complaint and refer to the referenced document for its complete contents.

4 Defendants deny any paraphrasing, summarizing, or characterization of the email and
5 any factual inferences or legal conclusions made by ChromaDex based on the
6 document.

7 235. To the extent the allegations in Paragraph 235 of the Fifth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Defendants deny the allegations in Paragraph 235 of the Fifth
10 Amended Complaint.

11 236. To the extent the allegations in Paragraph 236 of the Fifth Amended
12 Complaint state legal conclusions, no response is required. To the extent a response
13 is deemed necessary, Defendants deny the allegations in Paragraph 236 of the Fifth
14 Amended Complaint.

15 237. To the extent the allegations in Paragraph 237 of the Fifth Amended
16 Complaint state legal conclusions, no response is required. To the extent a response
17 is deemed necessary, Morris denies the allegations in Paragraph 237 of the Fifth
18 Amended Complaint and Elysium denies knowledge or information sufficient to
19 form a belief as to the truth of the allegations in Paragraph 237 of the Fifth Amended
20 Complaint.

21 238. Elysium incorporates by reference its responses to Paragraphs 1-237 of
22 the Fifth Amended Complaint as if set forth herein.

23 239. To the extent the allegations in Paragraph 239 of the Fifth Amended
24 Complaint state legal conclusions, no response is required. To the extent a response
25 is deemed necessary, Morris denies the allegations in Paragraph 239 of the Fifth
26 Amended Complaint and Elysium denies knowledge or information sufficient to
27 form a belief as to the truth of the allegations in Paragraph 239 of the Fifth Amended
28 Complaint.

1 240. To the extent the allegations in Paragraph 240 of the Fifth Amended
2 Complaint state legal conclusions, no response is required. To the extent a response
3 is deemed necessary, Morris denies the allegations in Paragraph 240 of the Fifth
4 Amended Complaint and Elysium denies knowledge or information sufficient to
5 form a belief as to the truth of the allegations in Paragraph 240 of the Fifth Amended
6 Complaint except that Elysium denies the allegations in parts (4) and (6) of
7 Paragraph 240 of the Fifth Amended Complaint.

8 241. To the extent the allegations in Paragraph 241 of the Fifth Amended
9 Complaint state legal conclusions, no response is required. To the extent a response
10 is deemed necessary, Morris denies the allegations in Paragraph 241 of the Fifth
11 Amended Complaint and Elysium denies knowledge or information sufficient to
12 form a belief as to the truth of the allegations in Paragraph 241 of the Fifth Amended
13 Complaint.

14 242. Defendants deny the allegations in Paragraph 242 of the Fifth Amended
15 Complaint.

16 243. Defendants deny the allegations in Paragraph 243 of the Fifth Amended
17 Complaint.

18 244. Defendants incorporate by reference their responses to Paragraphs 1-
19 244 of the Fifth Amended Complaint as if set forth herein.

20 245. Defendants deny the allegations in Paragraph 245 of the Fifth Amended
21 Complaint.

22 246. Defendants deny the allegations in Paragraph 246 of the Fifth Amended
23 Complaint.

24 247. Defendants deny the allegations in Paragraph 247 of the Fifth Amended
25 Complaint.

26 248. Defendants deny the allegations in Paragraph 248 of the Fifth Amended
27 Complaint.

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1 249. Defendants deny the allegations in Paragraph 249 of the Fifth Amended
2 Complaint.

3 250. To the extent the allegations in Paragraph 250 of the Fifth Amended
4 Complaint state legal conclusions, no response is required. To the extent a response
5 is deemed necessary, Defendants deny the allegations in Paragraph 250 of the Fifth
6 Amended Complaint.

7 251. To the extent the allegations in Paragraph 251 of the Fifth Amended
8 Complaint state legal conclusions, no response is required. To the extent a response
9 is deemed necessary, Defendants deny the allegations in Paragraph 251 of the Fifth
10 Amended Complaint.

11 **GENERAL DENIAL**

12 Defendants deny each and every allegation, statement, and matter not
13 expressly admitted or qualified here. The WHEREFORE clause is denied in its
14 entirety. Defendants deny that ChromaDex is entitled to any of the relief requested
15 or to any other relief based on the allegations in the Fifth Amended Complaint.

16 **AFFIRMATIVE DEFENSES**

17 Without undertaking any burden of proof not otherwise assigned to it by law,
18 Defendants the following affirmative and other defenses with respect to the
19 allegations in the Fifth Amended Complaint:

20 **FIRST AFFIRMATIVE DEFENSE**

21 The Fifth Amended Complaint fails to state a claim upon which relief may be
22 granted.

23 **SECOND AFFIRMATIVE DEFENSE**

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

26 **THIRD AFFIRMATIVE DEFENSE**

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

1 **FOURTH AFFIRMATIVE DEFENSE**

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

7 **FIFTH AFFIRMATIVE DEFENSE**

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

12 **SIXTH AFFIRMATIVE DEFENSE**

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

16 **SEVENTH AFFIRMATIVE DEFENSE**

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

19 **EIGHTH AFFIRMATIVE DEFENSE**

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

23 **NINTH AFFIRMATIVE DEFENSE**

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

26 **TENTH AFFIRMATIVE DEFENSE**

27 ChromaDex’s claims are barred in whole or in part by the doctrine of laches.
28

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 ChromaDex's claims are barred in whole or in part by fraud.

3 **TWELFTH AFFIRMATIVE DEFENSE**

4 ChromaDex's claims are barred in whole or in part by lack of consideration.

5 **THIRTEENTH AFFIRMATIVE DEFENSE**

6 ChromaDex's claims are barred in whole or in part by ChromaDex's failure to
7 mitigate.

8 **FOURTEENTH AFFIRMATIVE DEFENSE**

9 ChromaDex's claims are barred in whole or in part by the doctrine of setoff.

10 **DEFENSES RESERVED**

11 Defendants reserve the right to assert any other affirmative defenses that are
12 supported by information or facts obtained through discovery or other means during
13 this case and expressly reserve the right to amend their Answer to assert such other
14 affirmative defenses in the future.

15 WHEREFORE, Defendants respectfully request that the Court enter
16 judgment:

- 17 1. Dismissing all claims asserted in ChromaDex's Fifth Amended
18 Complaint with prejudice; and
- 19 2. Granting Defendants all other and further relief that the Court deems
20 just and proper.

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COUNTERCLAIMS

Elysium, by and through its undersigned counsel, hereby incorporates by reference its Third Amended Counterclaims, dated February 22, 2018 (ECF No. 103) and its Sixth Counterclaim for Relief, dated August 9, 2018 (ECF No. 118).

Respectfully submitted,

Dated: February 19, 2019

BAKER & HOSTETLER LLP

By: /s/ Joseph N. Sacca
JOSEPH N. SACCA

Attorneys for Defendant and Counterclaimant
ELYSIUM HEALTH, INC. *and Defendant*
MARK MORRIS

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
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