

1 Marc S. Williams (Bar No. 198913)
Email: mwilliams@cohen-williams.com
2 Reuven L. Cohen (Bar No. 231915)
Email: rcohen@cohen-williams.com
3 Brittany Lane (Bar No. 323440)
Email: blane@cohen-williams.com
4 COHEN WILLIAMS LLP
724 South Spring Street, 9th Floor
5 Los Angeles, CA 90014
Telephone: (213) 232-5160
6 Facsimile: (213) 232-5167

7 Attorneys for Defendant and Counter-Claimant
Elysium Health, Inc. and Defendant Mark Morris

8 *Counsel continued on following page*
9

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

13 ChromaDex, Inc.,
14 Plaintiff,
15 v.
16 Elysium Health, Inc. and Mark Morris,
17 Defendants.

Case No. 8:16-cv-02277-CJC-DFM
**DEFENDANTS' PROPOSED
VERDICT FORM**

18 **AND RELATED COUNTER-CLAIMS**
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1 Roberta A. Kaplan (*pro hac vice*)
2 Email: rkaplan@kaplanhecker.com
3 John C. Quinn (*pro hac vice*)
4 Email: jqinn@kaplanhecker.com
5 KAPLAN HECKER & FINK LLP
6 350 Fifth Avenue, Suite 7110
7 New York, NY 10118
8 Telephone: (212) 763-0883

9 Donald R. Ware (*pro hac vice*)
10 Email: dware@foleyhoag.com
11 Marco J. Quina (*pro hac vice*)
12 Email: mquina@foleyhoag.com
13 Rachel L. Davidson (*pro hac vice*)
14 Email: rdavidson@foleyhoag.com
15 FOLEY HOAG LLP
16 155 Seaport Blvd.
17 Boston, MA 02210
18 Telephone: (617) 832-1000

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I. BREACH OF CONTRACT – SUPPLY AGREEMENTS

1. Did ChromaDex prove that Elysium breached the parties’ supply agreements by failing to pay for the June 30, 2016 orders?

_____ Yes _____ No

If you answered no to question 1, please skip to question 5.

2. Did Elysium prove that it was excused of the obligation to pay for the June 30, 2016 orders?

_____ Yes _____ No

3. Did Elysium prove that ChromaDex’s claims for breach of the supply agreements are barred by the doctrine of unclean hands based on ChromaDex’s own unconscionable conduct?

_____ Yes _____ No

If you answered yes to question 2 or 3, please skip to question 5.

4. What are the damages, if any, to ChromaDex from Elysium’s breach of the supply agreements?

\$_____.

5. Did Elysium prove that ChromaDex breached the “Most Favored Nations” provision of the NIAGEN Supply Agreement by overcharging Elysium for NR?

_____ Yes _____ No

If you answered no to question 5, please skip to question 7.

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6. How much did ChromaDex overcharge Elysium, if at all?

\$_____.

Go to question 7 in Part II.

1 **II. CHROMADDEX'S ADDITIONAL CLAIMS**

2
3 *Misappropriation of Trade Secrets*

4 7. Did ChromaDex prove that Elysium misappropriated ChromaDex's trade
5 secrets in the form of sales information regarding ChromaDex's customers
6 or the price ChromaDex paid to W.R. Grace for NR?

7 Yes No

8 If you answered no to question 7, please skip to question 9.

9
10 8. Did ChromaDex prove that Elysium's use of this information caused
11 Elysium to be unjustly enriched?

12 Yes No

13
14 *Breach of Fiduciary Duties*

15 9. Did ChromaDex prove that Mark Morris breached a fiduciary duty to
16 ChromaDex?

17 Yes No

18 If you answered no to question 9, please skip to question 15.

19
20 10. Did ChromaDex prove that it was harmed by any breach of fiduciary duty
21 by Mark Morris?

22 Yes No

23 If you answered no to question 10, please skip to question 15.

24
25 11. Did ChromaDex prove that Mark Morris was unjustly enriched as a result
26 of any breach of his fiduciary duty to ChromaDex?

27 Yes No

28

1 Aiding and Abetting Breach of Fiduciary Duties

2 12. Did ChromaDex prove that Elysium knew Mark Morris was breaching a
3 fiduciary duty to ChromaDex?

4 Yes No

5 If you answered no to question 12, please skip to question 15.

6
7 13. Did ChromaDex prove that Elysium gave substantial assistance or
8 encouragement to Mark Morris in breaching a fiduciary duty to
9 ChromaDex?

10 Yes No

11 If you answered no to question 13, please skip to question 15.

12
13 14. Did ChromaDex prove that Elysium was unjustly enriched as a result of its
14 aiding and abetting any breach of fiduciary duty by Mark Morris to
15 ChromaDex?

16 Yes No

17
18 Breach of February Agreement

19 15. Did ChromaDex prove that Mark Morris breached the contract he entered
20 into with ChromaDex on February 26, 2016?

21 Yes No

22 If you answered no to question 15, please skip to question 18.

23
24 16. Did ChromaDex prove that it harmed by any breach of the February 26,
25 2016 agreement by Mark Morris?

26 Yes No

27 If you answered no to question 16, please skip to question 18.

28

1 17. Did ChromaDex prove that Mark Morris was unjustly enriched as a result
2 of his breach of the February 26, 2016 agreement?

3 _____ Yes _____ No

4
5 Breach of Disputed July Agreement

6 18. Did ChromaDex prove that it and Mark Morris entered into a contract on
7 July 15, 2016?

8 _____ Yes _____ No

9 If you answered no to question 18, please skip to question 23.

10
11 19. Did ChromaDex prove that Mark Morris breached the July 15, 2016
12 agreement?

13 _____ Yes _____ No

14 If you answered no to question 19, please skip to question 23.

15
16 20. Did ChromaDex prove that it was harmed by any breach of the July 15,
17 2016 agreement by Mark Morris?

18 _____ Yes _____ No

19 If you answered no to question 20, please skip to question 23.

20
21 21. Did ChromaDex prove that Mark Morris was unjustly enriched as a result
22 of his breach of the July 15, 2016 agreement?

23 _____ Yes _____ No

24
25 22. Did Mark Morris prove that ChromaDex conditioned its payment of his
26 final paycheck and any accrued vacation on his signing of the July 15,
27 2016 document?

28 _____ Yes _____ No

1 Damages

2 23. If you answered yes to question 8 or 14, should Elysium be required to
3 disgorge profits from its sales of Basis containing NR purchased on June
4 30, 2016?

5 Yes No

6 If you answered no to question 23, please skip to question ____.

7
8 24. If you answered yes to question 23, what amount of its profits should
9 Elysium be required to disgorge, if any?

10 \$_____.

11
12 25. If you answered yes to question 11, 17, or 21, should Mark Morris be
13 required to disgorge salary from ChromaDex and/or Elysium?

14 Yes No

15
16 26. If you answered yes to question 25, please indicate how much salary, if
17 any, Mark Morris should be ordered to disgorge:

18 \$_____ ChromaDex salary

19 \$_____ Elysium salary

20
21 Unclean Hands

22 27. Did Elysium prove that any of the following claims by ChromaDex are
23 barred by the doctrine of unclean hands based on ChromaDex's own
24 unconscionable conduct?

- 25 • Misappropriation of Trade Secrets (answer only if you awarded money
26 in response to question 24):

27 Yes No

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- Aiding and Abetting Breach of Fiduciary Duties (answer only if you awarded money in response to question 24):
_____ Yes _____ No

28. Did Mark Morris prove that any of the following claims by ChromaDex are barred by the doctrine of unclean hands based on ChromaDex's own unconscionable conduct?

- Breach of Fiduciary Duties (answer only if you awarded money in response to question 26):
_____ Yes _____ No

- Breach of February 26, 2016 Agreement (answer only if you awarded money in response to question 26):
_____ Yes _____ No

- Breach of Disputed July 15, Agreement (answer only if you awarded money in response to question 26):
_____ Yes _____ No

Go to question 29 in Part III.

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III. ELYSIUM’S ADDITIONAL COUNTERCLAIM – FRAUDULENT INDUCEMENT

29. Did Elysium prove that ChromaDex fraudulently induced Elysium to agree to the Trademark License and Royalty Agreement?

Yes No

If you answered no to question 29, please skip to question 32.

30. Did Elysium prove that it was harmed by any fraudulent inducement by ChromaDex?

Yes No

If you answered no to question 30, please skip to question 32.

31. What are Elysium’s damages, if any?

\$_____.

Go to question 32 in Part IV.

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IV. PUNITIVE DAMAGES

32. If you answered yes to question 23, did ChromaDex prove the elements of its claim for punitive damages against Elysium?

_____ Yes _____ No

If you answered no to question 32, then skip to question 34.

33. What amount of punitive damages, if any, do you award in favor of ChromaDex and against Elysium?

\$_____.

34. If you answered yes to both questions 11 and 25, did ChromaDex prove the elements of its claim for punitive damages against Mark Morris?

_____ Yes _____ No

If you answered no to question 34, then skip to question 36.

35. What amount of punitive damages, if any, do you award in favor of ChromaDex and against Mark Morris?

\$_____.

36. If you answered yes to question 30, did Elysium prove the elements of its claim for punitive damages against ChromaDex?

_____ Yes _____ No

If you answered no to question 36, then sign and date this form.

37. What amount of punitive damages, if any, do you award in favor of Elysium and against ChromaDex?

\$_____.

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Sign and date this form.

Dated: September 3, 2021

Respectfully submitted,

**COHEN WILLIAM LLP
KAPLAN HECKER & FINK LLP**

By: /s/ Marc S. Williams
Marc S. Williams
Attorneys for Defendant and Counter-
Claimant Elysium Health, Inc. and
Defendant Mark Morris