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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **(SOUTHERN DIVISION)**

17 ChromaDex, Inc.,
18 Plaintiff,
19 v.
20 Elysium Health, Inc., and Mark Morris,
21 Defendants.

22 Elysium Health, Inc.,
23 Counterclaimant,
24 v.
25 ChromaDex, Inc.,
26 Counter-Defendant.
27

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

**CHROMADEx's PROPOSED
VERDICT FORM**

Judge: Hon. Cormac J. Carney
Courtroom: 9B

Trial: September 21, 2021
Pretrial Conf.: September 13, 2021

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1 Pursuant to paragraph 11 of the Court's Standing Order Regarding Settlement
2 Procedures, Pre-trial Conference, and Trial, Plaintiff and Counter-Defendant
3 ChromaDex, Inc. submits the attached proposed verdict form. ChromaDex reserves the
4 right to update or revise this verdict form prior to trial based on the rulings of the Court
5 or other changes to the scope of the claims and issues for trial.

6 **I. CHROMADDEX'S CLAIMS**

7 Breach of Contract – Ingredient Orders

- 8 1. Did Elysium breach the NIAGEN and pTeroPure Supply Agreements by
9 not paying for the ingredient orders it placed on June 30, 2016?

10 Yes ___ No ___

- 11
12 2. What are ChromaDex's damages caused by Elysium not paying for the
13 June 30, 2016 orders?

14 DAMAGES: \$ _____

15
16 Breach of Fiduciary Duty and Aiding and Abetting

- 17 3. Did Mark Morris breach a fiduciary duty to ChromaDex?

18 Yes ___ No ___

- 19
20
21 4. If you answered "Yes" to Question 3, do you find that Mark Morris acted
22 with malice, oppression, or fraud?

23 Yes ___ No ___

- 24
25 5. Did Elysium substantially assist or encourage Mark Morris in his breach
26 of fiduciary duty?

27 Yes ___ No ___

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6. If you answered “Yes” to Question 5, do you find that Elysium acted with malice, oppression, or fraud?

Yes ___ No ___

Breach of Contract – Confidentiality Obligations

7. Did Mark Morris breach the agreement he signed with ChromaDex on February 26, 2016?

Yes ___ No ___

8. Is the agreement that Mark Morris signed with ChromaDex on July 15, 2016 a valid and enforceable contract?

Yes ___ No ___

9. Did Mark Morris breach the agreement he signed on July 15, 2016?

Yes ___ No ___

10. Did Elysium breach its confidentiality obligations under the NIAGEN Supply Agreement?

Yes ___ No ___

Trade Secret Misappropriation

11. Is the information about the specific prices that ChromaDex’s NR customers paid for specific amounts on specific dates, and/or the price that ChromaDex paid to its contract manufacturer, W.R. Grace, a trade secret?

Yes ___ No ___

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12. If you answered “Yes” to Question 11, did Mark Morris or Elysium, or both, improperly acquire, disclose, or use ChromaDex’s trade secrets?

Yes ___ No ___

13. If you answered “Yes” to Question 12, do you find that Mark Morris or Elysium, or both, acted willfully and maliciously?

Yes ___ No ___

ChromaDex’s Damages – Mark Morris

14. If you answered “Yes” to any of Questions 3, 7, 9, or 12, were Mark Morris’s acts a substantial factor in causing damage to ChromaDex or Mark Morris to be unjustly enriched?

Yes ___ No ___

15. If you answered “Yes” to Question 14, please indicate the amount of ChromaDex’s damages and/or Mark Morris’s unjust enrichment.

DAMAGES: \$_____

16. If you answered “Yes” to either Questions 4 or 13, please indicate the amount that Mark Morris must pay as punishment and to deter others from committing such acts in the future.

PUNITIVE DAMAGES: \$_____

ChromaDex’s Damages – Elysium

17. If you answered “Yes” to any of Questions 5, 10, or 12, were Elysium’s acts a substantial factor in causing Elysium to be unjustly enriched?

Yes ___ No ___

1 18. If you answered “Yes” to Question 17, please indicate the amount of
2 Elysium’s unjust enrichment.

3 DAMAGES: \$ _____
4

5 19. If you answered “Yes” to either Questions 6 or 13, please indicate the
6 amount that Elysium must pay as punishment and to deter others from
7 committing such acts in the future.

8 PUNITIVE DAMAGES: \$ _____

9 **II. ELYSIUM’S COUNTERCLAIMS**

10 Most-Favored-Nations Provision

11 20. Do you find that ChromaDex breached the Most-Favored-Nations
12 Provision of the NIAGEN Supply Agreement?

13 Yes ___ No ___
14

15 21. If you answered “Yes” to Question 20, were ChromaDex’s acts a
16 substantial factor in causing damage to Elysium?

17 Yes ___ No ___
18

19 22. If you answered “Yes” to Question 21, please indicate which of the
20 following sales that you find caused a breach of the MFN Provision.

21 (a) Innovations 4 Health (6/27/2014): Yes ___ No ___

22 (b) Proctor & Gamble (2/2/2015): Yes ___ No ___

23 (c) Live Cell (2/10/2015): Yes ___ No ___

24 (d) Live Cell (8/24/2015): Yes ___ No ___

25 (e) Lief Organics (3/29/2016): Yes ___ No ___
26
27
28

1 Fraudulent Inducement

2 23. Do you find that Frank Jaksch represented to Eric Marcotulli and Dan
3 Alminana during a phone call on December 16, 2013, that all of
4 ChromaDex's NR customers who had signed supply agreements for NR
5 were also required to sign separate license and royalty agreements, whether
6 they intended to use ChromaDex trademarks or not?

7 Yes ___ No ___

8 24. Do you find that Mr. Jaksch's representation was not true as of
9 December 16, 2013?

10 Yes ___ No ___

11 25. Do you find that Mr. Jaksch knew that his representation was not true or
12 that he made it recklessly and without regard for its truth as of
13 December 16, 2013?

14 Yes ___ No ___

15 26. Do you find that Mr. Jaksch intended Elysium to rely on that
16 representation?

17 Yes ___ No ___

18 27. Do you find that Elysium justifiably relied on that representation to execute
19 the Trademark License & Royalty Agreement with ChromaDex?

20 Yes ___ No ___

21 28. Do you find that Elysium's reliance on that representation caused harm to
22 Elysium?

23 Yes ___ No ___

24 Yes ___ No ___

25 Yes ___ No ___

26 Yes ___ No ___

27 Yes ___ No ___

28 Yes ___ No ___

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29. If you answered “Yes” to each and every one of Questions 23 through 28, please indicate the amount to fairly compensate Elysium for its damages from executing the Trademark License & Royalty Agreement.

DAMAGES: \$_____

30. If you answered “Yes” to each and every one of Questions 23 through 28, do you find that ChromaDex acted with malice, oppression, or fraud?

Yes ___ No ___

31. If you answered “Yes” to Question 30, please indicate the amount that ChromaDex must pay as punishment and to deter others from committing such acts in the future.

PUNITIVE DAMAGES: \$_____

Dated: September 3, 2021

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