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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)

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

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

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

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1 The parties jointly propose the Statement of Case as follows:

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

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

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

21 ChromaDex accuses Elysium of breaching the NR and PT supply agreements by  
22 refusing to pay for ingredients that it ordered on June 30, 2016. ChromaDex also  
23 accuses Elysium and Mark Morris of misappropriating ChromaDex’s trade secrets and  
24 wrongfully disclosing and using ChromaDex’s confidential information in violation of  
25 several contracts they each signed with ChromaDex.<sup>1</sup> ChromaDex further accuses

26 \_\_\_\_\_  
27 <sup>1</sup> Elysium disagrees with this sentence and proposes the following: “ChromaDex also  
28 accuses Elysium and Mark Morris of misappropriating ChromaDex’s trade secrets and  
accuses Mark Morris of wrongfully disclosing and using ChromaDex’s confidential  
information in violation of two contracts he signed with ChromaDex.”

1 Mark Morris of violating his duty of loyalty to ChromaDex by failing to act in  
2 ChromaDex's best interests while he was employed by ChromaDex, and Elysium for  
3 aiding-and-abetting Mark Morris's misconduct. Elysium and Mark Morris deny these  
4 allegations and assert various defenses.

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

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1 Dated: September 3, 2021

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6 /s/ Michael A. Attanasio

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

13 Dated: September 3, 2021

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