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 CODEX DNA, INC.

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

CODEXIS, INC., a Delaware corporation,

Plaintiff,

v.

CODEX DNA, INC., a Delaware corporation,

Defendant.

CASE NO. 3:20-CV-03503-MMC

**STIPULATION AND [PROPOSED]  
 ORDER OF VOLUNTARY DISMISSAL**

Judge: Hon. Maxine M. Chesney

1 Plaintiff Codexis, Inc. (“Codexis”) and Defendant Codex DNA, Inc. (“Codex DNA”)  
2 (each, a “Party,” and collectively, the “Parties”), by and through their respective counsel, hereby  
3 stipulate and agree that, in accordance with the Parties’ settlement agreement (the “Settlement  
4 Agreement”), the above-captioned action shall be dismissed in its entirety with prejudice, subject  
5 to the following terms:

6 1. The Parties stipulate and agree to submit to the continuing jurisdiction of the U.S.  
7 District Court for the Northern District of California (the “Court”), and in particular to the  
8 continuing jurisdiction of Magistrate Judge Joseph C. Spero, who shall have ongoing plenary  
9 authority to enforce the Settlement Agreement upon motion by either Party.

10 2. With respect to all disputes arising out of or relating to the Settlement Agreement,  
11 the Parties voluntarily consent to the jurisdiction of a magistrate judge for all purposes pursuant  
12 to 28 U.S.C. § 636(c) and Federal Rule of Civil Procedure 73, and any appeal of all decisions of  
13 the magistrate judge will be to the Ninth Circuit Court of Appeals.

14 3. The Parties further stipulate and agree that they will not challenge, object, or  
15 otherwise dispute the Court’s or Magistrate Judge Joseph C. Spero’s authority and jurisdiction to  
16 conduct any further proceeding to enforce the Settlement Agreement.

17 **IT IS SO STIPULATED.**  
18

19 Respectfully submitted,

20 DATED: April 25, 2022

21 **Latham & Watkins LLP**

22 By: /s/ Perry J. Viscounty  
23 Perry J. Viscounty  
24 *Attorney for Plaintiff Codexis, Inc.*

25 DATED: April 25, 2022

26 **Manning Curtis Bradshaw & Bednar PLLC**

27 By: /s/ Alan C. Bradshaw  
28 Alan C. Bradshaw  
*Attorney for Defendant Codex DNA, Inc.*

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Attestation: Pursuant to L.R. 5-1(h)(3), I hereby attest that all other signatories listed, and on whose behalf this filing is submitted, concur in this filing's content and have authorized this filing.

/s/ Perry J. Viscounty  
Perry J. Viscounty

**ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: April 25, 2022

  
\_\_\_\_\_  
THE HONORABLE MAXINE M. CHESNEY  
UNITED STATES DISTRICT JUDGE