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10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

13
 14 CODEXIS, INC.
 15 Plaintiff,
 16 v.
 17 ENZYMEWORKS, INC., a California
 corporation, ENZYMEWORKS, INC., a
 18 Chinese corporation, and JUNHUA TAO, an
 individual,
 19 Defendants.
 20
 21

CASE NO. 3:16-cv-00826

**COMPLAINT FOR PATENT
 INFRINGEMENT, TRADE SECRET
 MISAPPROPRIATION, BREACH OF
 CONFIDENCE, INTENTIONAL
 INTERFERENCE WITH CONTRACTUAL
 RELATIONS, INTENTIONAL
 INTERFERENCE WITH PROSPECTIVE
 ECONOMIC RELATIONS, STATUTORY
 UNFAIR COMPETITION, AND COMMON
 LAW UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

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1 Plaintiff Codexis, Inc., for its Complaint against Defendants EnzymeWorks, Inc. (U.S.),
2 EnzymeWorks, Inc. (China) (collectively, “EnzymeWorks”), and Junhua Tao, demands a jury
3 trial and alleges as follows:

4 **INTRODUCTION**

5 1. For years, defendant Junhua Tao was a trusted partner to Codexis, working side-
6 by-side with the company to help his former employer—a leading global pharmaceutical corpo-
7 ration—utilize Codexis’s award-winning enzyme technologies to develop and manufacture better
8 medicine more efficiently and in a way that is more environmentally sound and sustainable. In
9 this role, Tao was entrusted with extensive access to Codexis’s engineered enzymes, as well as to
10 highly proprietary trade secret information such as the unique plasmids and processes Codexis
11 uses to manufacture its enzymes. But then things changed abruptly. After he tried, but failed, to
12 get a job with Codexis, Tao’s employment with Codexis’s partner ended, apparently as the result
13 of a layoff. Then, after he tried, but failed, to build a company in the United States, Tao started
14 EnzymeWorks, hired away Codexis scientists, opened a facility in China, copied Codexis’s en-
15 zymes—indeed, the sequences of many enzymes sold by EnzymeWorks are 100% identical to
16 Codexis enzymes—and began selling these copycat products to Codexis’s customers and pro-
17 spective customers in the United States.

18 2. As detailed in this Complaint, Tao betrayed the trust Codexis placed in him and
19 built EnzymeWorks upon an infected foundation of trade secret theft and other business torts, the
20 brazen copying of Codexis’s engineered enzymes, and the widespread and sweeping willful in-
21 fringement of numerous Codexis patents. Codexis brings this Complaint to bring an end to this
22 illegal and infringing conduct, and to protect Codexis’s intellectual property rights and its cus-
23 tomers.

24 ***Codexis and the Field of Biocatalysis***

25 3. Founded in California in 2002, Codexis is an innovative biotechnology company,
26 a world leader in the field of biocatalysis, and a leading supplier of novel engineered enzymes,
27 enzyme screening kits, and protein engineering services.

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1 4. Biocatalysis, broadly speaking, is the use of biologically produced enzymes—
2 proteins made by living cells—to carry out chemical reactions that typically are performed
3 through traditional, synthetic chemistry. Codexis designs and engineers custom-made enzymes
4 or “biocatalysts,” proteins that accelerate or catalyze chemical reactions.

5 5. Codexis’s custom-designed enzymes can be used to manufacture pharmaceuticals,
6 therapeutic proteins, food ingredients, fine chemicals, flavors, fragrances, and many other prod-
7 ucts. For example, Codexis’s engineered enzymes are used by customers to manufacture active
8 ingredients in blockbuster drugs, and are being increasingly adopted in other markets.

9 6. The advantages of biocatalysis over traditional chemistry are numerous. Biocatal-
10 ysis is more sustainable, more efficient, and more cost-effective than conventional chemical pro-
11 cesses. And Codexis’s engineered enzymes are non-toxic, biodegradable, and produce higher
12 yields than traditional chemistry, allowing customers to improve their chemical manufacturing
13 processes.

14 7. Over the course of many years, Codexis has invested hundreds of millions of dol-
15 lars in developing its technology and has built a wide-ranging patent portfolio to cover many of
16 its innovations. Codexis also has kept certain technologies out of the public domain, electing to
17 protect them as trade secrets.

18 8. Through its innovation and the ingenuity and expertise of its scientists, Codexis
19 has become a recognized leader in biocatalysis. Its scientific achievements have earned Codexis
20 three Presidential Green Chemistry Challenge Awards from the U.S. Environmental Protection
21 Agency, its scientists’ work has been published in prestigious journals including *Science*, *Nature*,
22 *Nature Biotechnology*, *Journal of the American Chemical Society*, and *Organic Process Re-*
23 *search and Development*, and its inventors received a 2014 Edison Patent Award in the pharma-
24 ceutical process category for one of their patented breakthroughs in biocatalysis, as reflected in
25 U.S. Patent No. 8,293,507.

26 ***Junhua (Alex) Tao and Enzyme Works***

27 9. Junhua Tao, also known as “Alex” Tao, is a chemist by training. Tao learned
28 firsthand of Codexis’s confidential and proprietary scientific advances while he was working at a

1 global pharmaceutical company that uses Codexis's engineered enzymes in its manufacturing
2 processes. On information and belief, Tao was Group Leader at that company's facilities in La
3 Jolla, California from about 1998 to 2006.

4 10. In 2004, Codexis and this global pharmaceutical company entered into a Collabo-
5 rative Research Agreement and a License Agreement relating to Codexis's technology and intel-
6 lectual property rights in the field of biocatalysis (the "Pharmaceutical Collaboration"). On in-
7 formation and belief, Tao served on a steering committee for the Pharmaceutical Collaboration,
8 participated in the committee's meetings, and received important technical information related to
9 the enzymes Codexis developed for its collaboration partner.

10 11. Also in 2004, Tao interviewed for a position at Codexis, but Codexis declined to
11 hire him. Tao thus remained in his role at the global pharmaceutical company, where he was able
12 to collaborate with Codexis scientists and learn more about Codexis's proprietary enzymes and
13 methods.

14 12. As part of the Pharmaceutical Collaboration, Codexis scientists interacted directly
15 with its collaborator's scientists, including Tao, working with enzymes such as ketoreductases,
16 aldolases, and others. Codexis scientists shared with the collaborator's scientists extensive confi-
17 dential information about Codexis's biocatalysis technology and engineered enzymes, and pro-
18 vided them with proprietary biomaterials such as plasmids, which are small DNA molecules used
19 in genetic engineering.

20 13. Over the course of the Pharmaceutical Collaboration, Codexis shared know-how,
21 novel engineered enzymes, proprietary plasmids, and other information and materials with its
22 collaborator, including Tao, that would have been unavailable to anyone at that global pharma-
23 ceutical company but for its collaboration with Codexis.

24 14. The Pharmaceutical Collaboration proceeded under strict confidentiality re-
25 strictions. For example, Codexis and its collaborator agreed not to disclose one another's confi-
26 dential information to third parties under any circumstances without the other party's written
27 permission, and the pharmaceutical company's individual employees were bound by the same
28 restrictions. These confidentiality obligations remain in force today.

1 15. While the Pharmaceutical Collaboration was underway, Tao left his employment.
2 On information and belief, Tao was terminated as the result of a layoff. On information and be-
3 lief, Tao left the pharmaceutical company with Codexis's proprietary information, including in-
4 formation about Codexis's enzymes and/or their corresponding DNA and amino acid sequences,
5 and detailed information about Codexis's protein engineering and manufacturing processes.

6 16. On information and belief, after leaving the global pharmaceutical company, Tao
7 next partnered with other former colleagues from the pharmaceutical company to co-found a
8 company called BioVerdant, Inc. According to a published interview with Kim Albizati, Tao's
9 co-founder, "We decided we could do for other companies what we had been doing internally"
10 for their former pharmaceutical company employer, namely using enzymatic transformations to
11 devise better manufacturing processes. Albizati explained that he and his co-founders, including
12 Tao, "knew nothing about the investment community or starting a company." On information
13 and belief, BioVerdant was unable raise sufficient funds and the company quickly failed, wind-
14 ing down in late 2008 or 2009.

15 17. Looking for work, rejected once before by Codexis, and armed with his
16 knowledge of some of Codexis's most confidential and proprietary technology, Tao founded En-
17 zymeWorks in or around 2010. EnzymeWorks now claims to have 135 employees and facilities
18 in Suzhou, China and San Diego, California.

19 18. On information and belief, Tao is an officer and director of both EnzymeWorks
20 entities, the two entities share key employees, and Tao uses EnzymeWorks as a subterfuge for
21 his illegal use of Codexis's confidential and proprietary technology.

22 19. EnzymeWorks sells and offers to customers many of the same classes of enzymes
23 as Codexis, including ketoreductases and transaminases, product lines which took Codexis scien-
24 tists years to invent, develop, and commercialize. Many of EnzymeWorks's enzymes are identi-
25 cal genetic copies of Codexis's proprietary enzymes, infringe Codexis's patents, and were manu-
26 factured using Codexis's trade secrets.

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1 ***Tao and EnzymeWorks Recruit and Target Former Codexis Employees for Their***
2 ***Knowledge of Codexis's Proprietary and Confidential Information.***

3 20. Tao's and EnzymeWorks's widespread infringement and violation of Codexis's
4 rights did not occur by accident. On the contrary, Tao and EnzymeWorks embarked on a deliber-
5 ate plan to copy Codexis's enzymes and to misappropriate Codexis's trade secrets as a short-cut
6 to entering the promising new market that Codexis had created.

7 21. In the first few years after starting EnzymeWorks, Tao hired at least two former
8 Codexis Ph.D.-level scientists. On information and belief, Tao and EnzymeWorks also recruited
9 and invited other Codexis employees and former employees to come to EnzymeWorks in an ef-
10 fort to learn more about Codexis's confidential, proprietary, and trade secret information.

11 22. Tao and EnzymeWorks also recruited Xinkai Xie, another scientist who worked at
12 Codexis from 2011 to 2013. Like other Codexis scientists, Xie had agreed to hold Codexis's con-
13 fidential information in the strictest confidence and not to disclose it to any person or company.
14 During his roughly two-and-a-half year tenure at Codexis, Xie held multiple positions and had
15 access to the company's confidential and proprietary information and materials.

16 23. In 2013, Xie took a month's vacation from his work at Codexis to travel to China
17 which, on information and belief, he did in response to overtures from Tao and EnzymeWorks.
18 On information and belief, at the time, Tao was in the process of growing the EnzymeWorks
19 business in Suzhou, China and was looking to hire scientists with experience in biocatalysis, and
20 more specifically with knowledge of Codexis's technology. When Xie returned from his trip to
21 China, he tendered his resignation to Codexis.

22 24. Xie left Codexis in or around November 2013. Upon his departure, he agreed in
23 writing that he would preserve as confidential all trade secrets, confidential knowledge, data, or
24 other proprietary information relating to Codexis's business. On information and belief, Xie be-
25 gan working for Tao and EnzymeWorks shortly after, and was hired specifically because of his
26 recent access to and familiarity with Codexis's confidential and proprietary information.

27 25. Tao and EnzymeWorks also recruited Kui Chan, a scientist who worked at Co-
28 dexis from 2011 to 2012. Like Xie and other Codexis scientists, Chan agreed to keep Codexis's

1 confidential information in the strictest confidence and not to disclose it to others. Chan worked
2 for Codexis for a little over a year, leaving in or around August 2012. When he left, he also
3 committed to keeping confidential all trade secrets, confidential knowledge, data, or other pro-
4 prietary information relating to Codexis's business. On information and belief, Chan began
5 working for Tao and EnzymeWorks no later than 2015 and was hired because of his knowledge
6 of Codexis's confidential and proprietary information. On information and belief, Chan is now
7 the director of biology at EnzymeWorks in San Diego.

8 26. At the Enzyme Engineering XXIII Conference held in St. Petersburg, Florida
9 from September 6 to 11, 2015, Codexis employees encountered Chan who, on information and
10 belief, was attending on behalf of EnzymeWorks. During the conference, a scientist from Merck
11 who had been collaborating with Codexis on a biocatalysis project gave a presentation about
12 their collaboration project. As the Merck scientist spoke and presented slides about the work Co-
13 dexis and Merck had been doing, Chan took photographs of his slides—this, despite the confer-
14 ence's clear policy and rules barring such unauthorized photography ("Audiotaping, videotaping
15 and photography of presentations are strictly prohibited."). On information and belief, Chan pho-
16 tographed information about Codexis's and Merck's collaborative work on biocatalysis for the
17 purpose of impermissibly copying or using that work, and to help Tao and EnzymeWorks unfair-
18 ly compete against Codexis in the market for engineered enzymes.

19 27. In addition to recruiting and hiring former Codexis scientists, Tao and En-
20 zymeWorks have invited other former Codexis scientists to their facilities to educate them about
21 biocatalysis. According to EnzymeWorks's website, "Dr. Haibin Chen visited EnzymeWorks on
22 March 3, 2013 and gave a seminar on directed evolution." Previously, Chen had spent roughly
23 four years working at Codexis as a staff scientist in molecular and cell biology, where he had ac-
24 cess to Codexis's confidential and proprietary information and materials.

25 28. On information and belief, the confidential and proprietary information and/or bi-
26 omaterials that Tao and EnzymeWorks extracted from the collaboration between Codexis and the
27 global pharmaceutical company, and from Codexis's former employees, proved valuable and
28

1 helped EnzymeWorks develop and commercialize biocatalysis products and services, and to do
2 so far more quickly than Tao and EnzymeWorks could have achieved on their own.

3 29. On information and belief, forming the two EnzymeWorks entities in an attempt
4 to shield Tao and either entity from liability was part of Tao's plan; each EnzymeWorks entity is
5 an instrumentality or mere conduit for the illegal enterprise. For instance, on information and be-
6 lief, Tao and the two EnzymeWorks entities have strategically coordinated in their violation of
7 Codexis's intellectual property and other rights in an effort to shield any single party from liabil-
8 ity. On information and belief, the EnzymeWorks entities strategically provide resources and
9 perform services for one another and for Tao, as they carry out a business based on the illicit
10 copying of Codexis's proprietary technology.

11 ***Tao and EnzymeWorks Produce Knock-Offs of Codexis's Products and***
12 ***Copy Its Technical Literature.***

13 30. Today, EnzymeWorks is selling knock-off enzyme products to Codexis's custom-
14 ers, in direct and unfair competition with Codexis.

15 31. For example, Codexis developed and sells screening kits of engineered enzymes.
16 Each kit contains multiple variants of enzymes in a particular category, such as ketoreductases,
17 transaminases, cytochrome P450s, and nitrilases.

18 32. EnzymeWorks also offers screening kits for the same classes of enzymes. Two
19 examples are representative of EnzymeWorks's blatant copying, infringement, and other unlaw-
20 ful business practices: its kits for ketoreductases (KREDs) and transaminases (ATAs).

21 33. Codexis sells, for example, a screening kit with engineered KRED enzymes in it,
22 which customers use to screen or test enzymes that convert ketones into alcohols. This kit, the
23 Codex[®] Ketoreductase (KRED) Screening Kit, contains enzymes that Codexis engineered and
24 selected for specific chemical and performance characteristics, and these enzymes are the subject
25 of a number of issued U.S. and foreign patents.

26 34. EnzymeWorks now offers a knock-off KRED kit, which it refers to as its "Ke-
27 toreductase kit," "KRED Kit," or by catalog numbers such as EW-KRED-10100, EW-KRED-
28 10200, or EW-KRED-10300. On information and belief, EnzymeWorks is marketing and selling

1 its KRED kit to the same actual and potential customers as Codexis, for the same purposes, and
2 at lower prices.

3 35. Codexis also has developed and sells a screening kit with ATA enzymes in it,
4 which customers use to screen enzymes that convert ketones into chiral amines. This kit, the Co-
5 dex[®] Amine Transaminase (ATA) Screening Kit, also contains enzymes that Codexis engineered
6 and selected for specific chemical and performance characteristics, and these enzymes too are
7 protected by a number of U.S. and foreign patents.

8 36. EnzymeWorks also offers a knock-off ATA kit, which it refers to as its “Transam-
9 inase kit,” “ATA Kit,” or by catalog numbers such as EW-ATA-20100, EW-ATA-20200, or
10 EW-KRED-20300. On information and belief, EnzymeWorks is marketing and selling its ATA
11 kit to the same actual and potential customers as Codexis, for the same purposes, and at lower
12 prices.

13 37. EnzymeWorks’s KRED and ATA kits contain engineered enzymes it copied from
14 Codexis. Indeed, and as explained further below, in a number of instances EnzymeWorks’s en-
15 zymes are exact, 100% molecular copies of Codexis’s proprietary enzymes.

16 38. Codexis also includes laboratory protocols with its screening kits, which provide
17 written guidance for scientists about using the kits. EnzymeWorks has copied portions of its pro-
18 tocols from Codexis, falsely and misleadingly suggesting that this technical guidance and writing
19 is its own. For example, with respect to the KRED and ATA protocols, Tao and EnzymeWorks
20 have copied, almost verbatim, Codexis’s written guidance on the purposes and uses of the kits,
21 specific laboratory steps that may be taken, equipment that may be used, recommended storage
22 conditions, and methods for analyzing data obtained through proper use of the kits.

23 39. Tao’s and EnzymeWorks’s pattern of pilfering Codexis’s innovations is unmis-
24 takable. Having done none of the innovation themselves, Tao and EnzymeWorks set up a busi-
25 ness that manufactures copycat products and sells these knock-offs and copied technical litera-
26 ture to Codexis’s customers in the United States at reduced prices.

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1 ***Tao and EnzymeWorks Are Willfully Infringing Many Codexis Patents and Copying***
2 ***Codexis's Proprietary Enzymes Exactly.***

3 40. Codexis's expertise in directed evolution, by which it develops optimized en-
4 zymes, has led to many new proteins that have important biochemical differences from "wild
5 type" enzymes found in nature. These differences often occur at a molecular level, where seem-
6 ingly small differences in DNA or amino acid sequences have important consequences in the
7 structure and performance of an enzyme.

8 41. Codexis has been awarded numerous patents for advancing the state of the art in
9 biocatalysis by developing such innovative engineered enzymes. The company's patents use the
10 language of proteins and DNA to describe and claim its inventions. For example, some of its pa-
11 tents cover engineered polypeptides, or protein molecules, that have a certain type of enzymatic
12 activity, and specify the amino acid sequences that make up the patented polypeptides. Other
13 Codexis patents cover polynucleotides, or DNA molecules, that encode Codexis's innovative
14 enzymes, specifying the amino acid sequences encoded by the patented polynucleotides.

15 42. Codexis owns a host of patents covering different aspects of its KRED and ATA
16 enzymes. On information and belief, Tao and EnzymeWorks are well aware of Codexis's KRED
17 and ATA patents because of Tao's familiarity with Codexis's technology and intellectual proper-
18 ty from his work on the Pharmaceutical Collaboration, from his efforts to get a job at Codexis,
19 from attending conferences at which Codexis scientists or collaborators presented their research,
20 from the knowledge he has gained from Codexis employees he has hired and communicated
21 with, from patent markings affixed on certain Codexis's products, and from Tao's and En-
22 zymeWorks's own review of Codexis's patents, published patent applications, and related se-
23 quence listings.

24 43. EnzymeWorks is infringing and inducing the infringement of at least ten of Co-
25 dexis's patents on KRED and ATA biocatalysis technology, as described further below.

26 44. In a number of instances, EnzymeWorks is not just infringing, but has deliberately
27 copied Codexis's patented enzymes, for example, by making and selling enzymes with amino
28 acid sequences that are 100% identical to those claimed in Codexis's patents. Again, this is no

1 accident. The unique enzyme sequences claimed in Codexis's patents are hundreds of amino ac-
2 ids long, making it statistically impossible that EnzymeWorks could independently or coinci-
3 dentally devise precisely the same proteins without intentionally and slavishly copying them.

4 ***Tao and EnzymeWorks Misappropriate Codexis's Trade Secrets.***

5 45. Codexis has protected other aspects of its valuable intellectual property as trade
6 secrets. For example, the company developed proprietary, confidential, and trade secret plasmids
7 to deliver the DNA encoding its engineered enzymes into the cells that produce those enzymes.
8 Former Codexis employees such as Xinkai Xie and former third party collaborators, including
9 scientists like Tao, had confidential access to these trade secret biomaterials and detailed infor-
10 mation about them.

11 46. EnzymeWorks's enzyme products are sold commercially as powders in vials.
12 These powders sometimes contain trace amounts of other material, such as the DNA used in the
13 production of the enzymes. This DNA is not the enzyme end-product itself, but is a byproduct of
14 upstream processes in manufacturing that remains in the vials.

15 47. In at least some of EnzymeWorks's enzyme powders, there is DNA that com-
16 pletely matches the DNA sequence of at least one of Codexis's trade secret plasmids. It is 100%
17 identical. This is a telltale sign that Tao and EnzymeWorks stole Codexis's trade secret plasmid
18 information or biomaterials, and used it for the purpose of delivering DNA encoding engineered
19 enzymes into cells, as well as to produce engineered enzymes for research, development, and
20 commercial purposes. Not only is this plasmid used to deliver DNA encoding infringing engi-
21 neered enzymes into cells, EnzymeWorks uses the same plasmid to produce other enzymes sold
22 in its kits.

23 48. The presence of Codexis's trade secret plasmid DNA in EnzymeWorks's products
24 also is not an accident. Codexis's plasmid sequence spans thousands of nucleotides, and there is
25 a perfect match. The notion that Tao or EnzymeWorks independently developed a plasmid with a
26 sequence that perfectly matches Codexis's trade secret plasmid sequence is statistically impossi-
27 ble and factually implausible. The inescapable conclusion is that Tao and EnzymeWorks misap-
28 propriated Codexis's trade secrets for their own illicit purposes.

1 49. Within the past year, the global pharmaceutical company that formerly employed
2 Tao contacted Codexis after discovering that three Codexis plasmids encoding KRED enzymes
3 had gone missing from its stock—plasmids which Codexis had provided during the Pharmaceu-
4 tical Collaboration, and which had been readily accessible to Tao.

5 ***Through Their Acts of Infringement, Misappropriation, and Other Misconduct, Tao***
6 ***and EnzymeWorks Have Been Unfairly Competing for Codexis’s Customers.***

7 50. On information and belief, Tao and EnzymeWorks have approached actual and
8 prospective customers of Codexis, and have succeeded not only in establishing new business in
9 providing engineered enzymes to those customers, but at times have competed directly with and
10 beaten Codexis in the process, at least in part by offering the same products and services and un-
11 dercutting it on price.

12 51. For example, on information and belief, Tao and EnzymeWorks have established
13 a business relationship with one of Codexis’s long-time customers in the pharmaceutical indus-
14 try. On information and belief, Codexis lost a competitive bid to make sales of intermediates
15 produced using engineered enzymes to at least this customer and/or its contract manufacturers,
16 which instead elected to purchase from EnzymeWorks or a competitor supplied by En-
17 zymeWorks.

18 52. As another example, on information and belief, Tao and EnzymeWorks estab-
19 lished business relationships with other companies, including a major pharmaceutical corpora-
20 tion headquartered in Europe, and/or its contract manufacturers. On information and belief, Co-
21 dexis lost the opportunity to make sales of engineered enzymes and enzyme evolution services to
22 these companies and/or their contract manufacturers, which instead elected to purchase from En-
23 zymeWorks.

24 53. On information and belief, EnzymeWorks’s offering to actual and prospective
25 Codexis customers products or services that are identical or nearly identical to those offered by
26 Codexis, and at lower prices, was a contributing factor to Codexis’s loss of business. But for
27 Tao’s and EnzymeWorks’s deceptive and unfair conduct, including its copying, patent infringe-
28

1 ment, and misappropriation of Codexis's trade secrets, EnzymeWorks would not have obtained
2 this and other business.

3 **NATURE OF THE ACTION**

4 54. This is an action for willful patent infringement under the Patent Laws of the
5 United States, 17 U.S.C. §§ 101, *et seq.*, for misappropriation of trade secrets under Cal. Civ.
6 Code § 3426, *et seq.*, for breach of confidence, for intentional interference with contractual rela-
7 tions, for intentional interference with prospective economic relations, for unfair competition un-
8 der Cal. Bus. & Prof. Code § 17200, for common law unfair competition, and for such other re-
9 lief as the Court deems just and proper.

10 **INTRADISTRICT ASSIGNMENT**

11 55. This Complaint includes an intellectual property action, an excepted category un-
12 der Civil Local Rule 3-2(c), and consequently should be assigned on a District-wide basis.

13 **THE PARTIES**

14 56. Plaintiff Codexis, Inc. is a company duly organized and existing under the laws of
15 Delaware, having its principal place of business at 200 Penobscot Drive, Redwood City, Califor-
16 nia, 94063.

17 57. On information and belief, Defendant Junhua Tao is the founder and chief execu-
18 tive officer of Defendants EnzymeWorks, Inc. (China) and EnzymeWorks, Inc. (US). On infor-
19 mation and belief, Tao is a United States citizen who may be located for service of process at his
20 home or place of business at 4220 Corte Favor, San Diego, California 92130, and at his place of
21 business at 5940 Pacific Mesa Court, Suite 206, San Diego, California 92121, and at his place of
22 business at 603 Gangcheng Boulevard, Zhang-jia-gang, Suzhou, China 215600.

23 58. On information and belief, EnzymeWorks, Inc. is a company organized and exist-
24 ing under the laws of California, having a principal place of business at 5940 Pacific Mesa Court,
25 Suite 206, San Diego, California 92121, and an address and a registered agent for service of pro-
26 cess at 4220 Corte Favor, San Diego, California 92130.

27 59. On information and belief, EnzymeWorks, Inc. is a company having a principal
28 place of business at 603 Gangcheng Boulevard, Zhang-jia-gang, Suzhou, China 215600.

1 65. The Court has personal jurisdiction over each Defendant by virtue of, on infor-
2 mation and belief, their transacting and doing business in the State of California and this District
3 and/or committing acts of patent infringement in the State of California and this District inde-
4 pendently and/or as alter egos or agents of each other. On information and belief, each of the De-
5 fendants is engaged in substantial and continuous contacts with the State of California and this
6 District, independently and/or as alter egos or agents of each other, through their conduct of
7 business, including making, using, selling, offering for sale, and importing infringing products
8 and services to customers within this District. Each of the Defendants also places or causes to
9 have placed infringing products and services into the stream of commerce, independently and or
10 as alter egos or agents of each other, including by way of their website,
11 www.enzymeworking.com, with the knowledge that such products and services will be made,
12 imported, sold, offered for sale, and used in the State of California and this District. On infor-
13 mation and belief, a substantial part of the events giving rise to Codexis’s claims, including acts
14 of patent infringement, trade secret misappropriation, breach of confidence, intentional interfer-
15 ence, and unfair competition occurred in the State of California and this District.

16 66. Venue is proper under 28 U.S.C. §§ 1391(b) and 1400(b) because, on information
17 and belief, at least acts of patent infringement, trade secret misappropriation, breach of confi-
18 dence, intentional interference, and unfair competition have been committed in this District, be-
19 cause a substantial part of the property at issue in this action is situated in this district, and De-
20 fendants are subject to personal jurisdiction in this District. In addition, venue is proper because
21 Codexis has suffered and is suffering harm in this District.

22 **COUNT I - INFRINGEMENT OF U.S. PATENT NO. 8,088,610**

23 67. Codexis incorporates and realleges paragraphs 1-66 above as if fully set forth
24 herein.

25 68. U.S. Patent No. 8,088,610 (the “’610 patent”) entitled “Ketoreductases for the
26 production of (S,E)-methyl 2-(3-(3-(2-(7-chloroquinolin-2-yl)vinyl)phenyl)-3-hroxypropyl)
27 benzoate” was duly and legally issued by the U.S. Patent and Trademark Office on January 3,
28 2012. A true and correct copy of the ’610 patent is attached hereto as **Exhibit 1.**

1 69. Codexis is the owner by assignment of the '610 patent and has the full right to en-
2 force and/or license the '610 patent.

3 70. The '610 patent is valid and enforceable.

4 71. On information and belief, Tao and EnzymeWorks have infringed, and continue
5 to infringe one or more claims of the '610 patent, including but not limited to claims 1-4, pursu-
6 ant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing within the
7 United States without authority, certain ketoreductase enzymes (the "'610 Infringing Products").

8 72. The '610 Infringing Products include at least the "Ketoreductase (KRED) Screen-
9 ing Kit," also referred to as the "Ketoreductase kit," and "KRED Kit," in all of its forms, includ-
10 ing the products EnzymeWorks has assigned catalog numbers EW-KRED-10100, EW-KRED-
11 10200, EW-KRED-10300, EW-KRED-10400, EW-KRED-10500, or EW-KRED-10600, and
12 specific ketoreductase enzymes.

13 73. The '610 Infringing Products infringe claims 1-4 at least in part because they have
14 amino acid sequences that are at least 90% identical to sequences recited in the claims, and satis-
15 fy any and all additional limitations. For example, at least one of the '610 Infringing Products
16 has an amino acid sequence that is 100% identical to SEQ ID NO: 20, an embodiment disclosed
17 in the specification of the '610 patent and claimed by at least claims 1-4. The '610 Infringing
18 Products also meet the other limitations of the claims of the '610 patent.

19 74. "SEQ ID NO: 20" is a 252-residue amino acid sequence described in the patent.
20 The perfect match between the amino acid sequence in EnzymeWorks's enzyme and this 252-
21 residue sequence in the '610 patent is a plain indication that Tao and EnzymeWorks have delib-
22 erately copied, at a molecular level, Codexis's engineered enzymes, or the amino acid sequences
23 disclosed and claimed in the patent, or both.

24 75. On information and belief, Tao and EnzymeWorks knew or should have known
25 about the '610 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
26 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
27 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
28 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-

1 cated with, and from their review of Codexis's '610 patent and related patent filings and amino
2 acid sequence listings. Further, on information and belief, at least one or more of En-
3 zymeWorks's employees who were previously employed at Codexis know about the '610 patent
4 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
5 technology and intellectual property and with EnzymeWorks's '610 Infringing Products. At least
6 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
7 been fully aware of the '610 patent and their infringement of it.

8 76. On information and belief, Tao and each EnzymeWorks entity are alter egos
9 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

10 77. On information and belief, Tao and EnzymeWorks have induced infringement,
11 and continue to induce infringement of one or more claims of the '610 patent, pursuant to 35
12 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
13 use the '610 Infringing Products and by advertising the '610 Infringing Products on En-
14 zymeWorks's website and/or in documentation accompanying the '610 Infringing Products. As
15 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
16 a "Screening Procedure" along with the '610 Infringing Products that includes a step-by-step
17 protocol instructing others how to use the '610 Infringing Products. Further, the '610 Infringing
18 Products contain certain components in addition to enzymes that are needed to use the '610 In-
19 fringing Products according to the "Screening Procedure," such as salts of magnesium and phos-
20 phate ions. Tao and EnzymeWorks also promote the import and use of the '610 Infringing Prod-
21 ucts through their marketing, distribution and sales activities, some of which are documented on
22 its website at <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and
23 is inducing the infringement of the '610 patent by EnzymeWorks.

24 78. On information and belief, Tao and EnzymeWorks have actively induced and are
25 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
26 tical companies, to directly infringe the '610 patent.

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1 79. The infringement has caused and is continuing to cause damage and irreparable
2 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
3 until that infringement is enjoined by this Court.

4 80. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
5 §§ 271, 281, 283, and 284.

6 81. Tao and EnzymeWorks have infringed the '610 patent as alleged above despite
7 having prior knowledge of the patent and their infringement of the patent and have acted with
8 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
9 stitute infringement of the '610 patent. On information and belief, the '610 Infringing Products
10 are copied from Codexis's own products and its proprietary information, including its claimed
11 amino acid sequences. The infringement of the '610 patent has been and continues to be willful,
12 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
13 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
14 § 285.

15 **COUNT II - INFRINGEMENT OF U.S. PATENT NO. 8,415,127**

16 82. Codexis incorporates and realleges paragraphs 1-81 above as if fully set forth
17 herein.

18 83. U.S. Patent No. 8,415,127 (the "'127 patent'") entitled "Ketoreductases and uses
19 thereof" was duly and legally issued by the U.S. Patent and Trademark Office on April 9, 2013.
20 A true and correct copy of the '127 patent is attached hereto as **Exhibit 2**.

21 84. Codexis is the owner by assignment of the '127 patent and has the full right to en-
22 force and/or license the '127 patent.

23 85. The '127 patent is valid and enforceable.

24 86. On information and belief, Tao and EnzymeWorks have infringed, and continue
25 to infringe one or more claims of the '127 patent, including but not limited to claims 1-4, 6, and
26 7, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing
27 within the United States without authority, certain ketoreductase enzymes (the "'127 Infringing
28 Products").

1 87. The '127 Infringing Products include at least the “Ketoreductase (KRED) Screen-
2 ing Kit,” also referred to as the “Ketoreductase kit,” and “KRED Kit,” in all of its forms, includ-
3 ing the products EnzymeWorks has assigned catalog numbers EW-KRED-10100, EW-KRED-
4 10200, EW-KRED-10300, EW-KRED-10400, EW-KRED-10500, or EW-KRED-10600, and
5 specific ketoreductase enzymes.

6 88. The '127 Infringing Products infringe claims 1-4, 6, and 7 at least in part because
7 they have amino acid sequences that are at least 90% identical to a sequence recited in the
8 claims, and satisfy any and all additional limitations. For example, at least one of the '127 In-
9 fringing Products has an amino acid sequence that is 100% identical to SEQ ID NO: 78, as
10 claimed in claim 7 of the '127 patent. The '127 Infringing Products also meet the other limita-
11 tions of the claims of the '127 patent.

12 89. “SEQ ID NO: 78” is a 252-residue amino acid sequence described in the patent.
13 The perfect match between the amino acid sequence in EnzymeWorks’s enzyme and this 252-
14 residue sequence in the '127 patent is a plain indication that Tao and EnzymeWorks have delib-
15 erately copied, at a molecular level, Codexis’s engineered enzymes, or the amino acid sequences
16 disclosed and claimed in the patent, or both.

17 90. On information and belief, Tao and EnzymeWorks knew or should have known
18 about the '127 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
19 ly familiar with Codexis’s technology and intellectual property from Tao’s work on the Pharma-
20 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
21 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
22 cated with, and from their review of Codexis’s '127 patent and related patent filings and amino
23 acid sequence listings. Further, on information and belief, at least one or more of En-
24 zymeWorks’s employees who were previously employed at Codexis know about the '127 patent
25 and Tao’s and EnzymeWorks’s infringement of it because of their familiarity with Codexis’s
26 technology and intellectual property and with EnzymeWorks’s '127 Infringing Products. At least
27 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
28 been fully aware of the '127 patent and their infringement of it.

1 91. On information and belief, Tao and each EnzymeWorks entity are alter egos
2 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

3 92. On information and belief, Tao and EnzymeWorks have induced infringement,
4 and continue to induce infringement of one or more claims of the '127 patent, pursuant to 35
5 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
6 use the '127 Infringing Products and by advertising the '127 Infringing Products on En-
7 zymeWorks's website and/or in documentation accompanying the '127 Infringing Products. As
8 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
9 a "Screening Procedure" along with the '127 Infringing Products that includes a step-by-step
10 protocol instructing others how to use the '127 Infringing Products. Further, the '127 Infringing
11 Products contain certain components in addition to enzymes that are needed to use the '127 In-
12 fringing Products according to the "Screening Procedure," such as salts of magnesium and phos-
13 phate ions. Tao and EnzymeWorks also promote the import and use of the '127 Infringing Prod-
14 ucts through their marketing, distribution and sales activities, some of which are documented on
15 its website at <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and
16 is inducing the infringement of the '127 patent by EnzymeWorks.

17 93. On information and belief, Tao and EnzymeWorks have actively induced and are
18 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
19 tical companies, to directly infringe the '127 patent.

20 94. The infringement has caused and is continuing to cause damage and irreparable
21 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
22 until that infringement is enjoined by this Court.

23 95. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
24 §§ 271, 281, 283, and 284.

25 96. Tao and EnzymeWorks have infringed the '127 patent as alleged above despite
26 having prior knowledge of the patent and their infringement of the patent and have acted with
27 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
28 stitute infringement of the '127 patent. On information and belief, the '127 Infringing Products

1 are copied from Codexis's own products and its proprietary information, including its claimed
2 amino acid sequences. The infringement of the '127 patent has been and continues to be willful,
3 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
4 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
5 § 285.

6 **COUNT III - INFRINGEMENT OF U.S. PATENT NO. 7,820,421**

7 97. Codexis incorporates and realleges paragraphs 1-96 above as if fully set forth
8 herein.

9 98. U.S. Patent No. 7,820,421 (the "'421 patent") entitled "Ketoreductase and uses
10 thereof" was duly and legally issued by the U.S. Patent and Trademark Office on October 26,
11 2010. A true and correct copy of the '421 patent is attached hereto as **Exhibit 3**.

12 99. Codexis is the owner by assignment of the '421 patent and has the full right to en-
13 force and/or license the '421 patent.

14 100. The '421 patent is valid and enforceable.

15 101. On information and belief, Tao and EnzymeWorks have infringed, and continue
16 to infringe one or more claims of the '421 patent, including but not limited to claims 1-24, pur-
17 suant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing within
18 the United States without authority, certain ketoreductase enzymes (the "'421 Infringing Prod-
19 ucts").

20 102. The '421 Infringing Products include at least the "Ketoreductase (KRED) Screen-
21 ing Kit," also referred to as the "Ketoreductase kit," and "KRED Kit," in all of its forms, includ-
22 ing the products EnzymeWorks has assigned catalog numbers EW-KRED-10100, EW-KRED-
23 10200, EW-KRED-10300, EW-KRED-10400, EW-KRED-10500, or EW-KRED-10600, and
24 specific ketoreductase enzymes.

25 103. The '421 Infringing Products infringe claims 1-24 at least in part because they
26 have amino acid sequences that are at least 90% identical to a sequence recited in the claims, and
27 satisfy any and all additional limitations. For example, at least one of the '421 Infringing Prod-
28 ucts has an amino acid sequence that is 100% identical to SEQ ID NO: 78, as claimed, for exam-

1 ple, in claims 22-24. The '421 Infringing Products also meet the other limitations of the claims of
2 the '421 patent.

3 104. "SEQ ID NO: 78" is a 252-residue amino acid sequence described in the patent.
4 The perfect match between the amino acid sequence in EnzymeWorks's enzyme and this 252-
5 residue sequence in the patent is a plain indication that Tao and EnzymeWorks have deliberately
6 copied, at a molecular level, Codexis's engineered enzymes, or the amino acid sequences dis-
7 closed and claimed in the patent, or both.

8 105. On information and belief, Tao and EnzymeWorks knew or should have known
9 about the '421 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
10 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
11 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
12 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
13 cated with, and from their review of Codexis's '421 patent and related patent filings and amino
14 acid sequence listings. Further, on information and belief, at least one or more of En-
15 zymeWorks's employees who were previously employed at Codexis know about the '421 patent
16 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
17 technology and intellectual property and with EnzymeWorks's '421 Infringing Products. At least
18 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
19 been fully aware of the '421 patent and their infringement of it.

20 106. On information and belief, Tao and each EnzymeWorks entity are alter egos
21 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

22 107. On information and belief, Tao and EnzymeWorks have induced infringement,
23 and continue to induce infringement of one or more claims of the '421 patent, pursuant to 35
24 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
25 use the '421 Infringing Products and by advertising the '421 Infringing Products on En-
26 zymeWorks's website and/or in documentation accompanying the '421 Infringing Products. As
27 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
28 a "Screening Procedure" along with the '421 Infringing Products that includes a step-by-step

1 protocol instructing others how to use the '421 Infringing Products. Further, the '421 Infringing
2 Products contain certain components in addition to enzymes that are needed to use the '421 In-
3 fringing Products according to the "Screening Procedure," such as salts of magnesium and phos-
4 phate ions. Tao and EnzymeWorks also promote the import and use of the '421 Infringing Prod-
5 ucts through their marketing, distribution and sales activities, some of which are documented on
6 its website at <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and
7 is inducing the infringement of the '421 patent by EnzymeWorks.

8 108. On information and belief, Tao and EnzymeWorks have actively induced and are
9 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
10 tical companies, to directly infringe the '421 patent.

11 109. The infringement has caused and is continuing to cause damage and irreparable
12 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
13 until that infringement is enjoined by this Court.

14 110. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
15 §§ 271, 281, 283, and 284.

16 111. Tao and EnzymeWorks have infringed the '421 patent as alleged above despite
17 having prior knowledge of the patent and their infringement of the patent and have acted with
18 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
19 stitute infringement of the '421 patent. On information and belief, the '421 Infringing Products
20 are copied from Codexis's own products and its proprietary information, including its claimed
21 amino acid sequences. The infringement of the '421 patent has been and continues to be willful,
22 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
23 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
24 § 285.

25 **COUNT IV - INFRINGEMENT OF U.S. PATENT NO. 8,071,347**

26 112. Codexis incorporates and realleges paragraphs 1-111 above as if fully set forth
27 herein.

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1 113. U.S. Patent No. 8,071,347 (the “’347 patent”) entitled “Ketoreductases and uses
2 thereof” was duly and legally issued by the U.S. Patent and Trademark Office on December 6,
3 2011. A true and correct copy of the ’347 patent is attached hereto as **Exhibit 4**.

4 114. Codexis is the owner by assignment of the ’347 patent and has the full right to en-
5 force and/or license the ’347 patent.

6 115. The ’347 patent is valid and enforceable.

7 116. On information and belief, Tao and EnzymeWorks have infringed, and continue
8 to infringe one or more claims of the ’347 patent, including but not limited to claims 1-13, pur-
9 suant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing within
10 the United States without authority, certain ketoreductase enzymes (the “’347 Infringing Prod-
11 ucts”).

12 117. The ’347 Infringing Products include at least the “Ketoreductase (KRED) Screen-
13 ing Kit,” also referred to as the “Ketoreductase kit,” and “KRED Kit,” in all of its forms, includ-
14 ing the products EnzymeWorks has assigned catalog numbers EW-KRED-10100, EW-KRED-
15 10200, EW-KRED-10300, EW-KRED-10400, EW-KRED-10500, or EW-KRED-10600, and
16 specific ketoreductase enzymes.

17 118. The ’347 Infringing Products infringe claims 1-13 at least in part because they
18 have amino acid sequences that are at least 90% identical to sequences recited in the ’347 patent
19 claims, and satisfy any and all additional limitations. The ’347 Infringing Products also meet the
20 other limitations of the claims of the ’347 patent.

21 119. On information and belief, Tao and EnzymeWorks knew or should have known
22 about the ’347 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
23 ly familiar with Codexis’s technology and intellectual property from Tao’s work on the Pharma-
24 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
25 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
26 cated with, and from their review of Codexis’s ’347 patent and related patent filings and amino
27 acid sequence listings. Further, on information and belief, at least one or more of En-
28 zymeWorks’s employees who were previously employed at Codexis know about the ’347 patent

1 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
2 technology and intellectual property and with EnzymeWorks's '347 Infringing Products. At least
3 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
4 been fully aware of the '347 patent and their infringement of it.

5 120. On information and belief, Tao and each EnzymeWorks entity are alter egos
6 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

7 121. On information and belief, Tao and EnzymeWorks have induced infringement,
8 and continue to induce infringement of one or more claims of the '347 patent, pursuant to 35
9 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
10 use the '347 Infringing Products and by advertising the '347 Infringing Products on En-
11 zymeWorks's website and/or in documentation accompanying the '347 Infringing Products. As
12 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
13 a "Screening Procedure" along with the '347 Infringing Products that includes a step-by-step
14 protocol instructing others how to use the '347 Infringing Products. Further, the '347 Infringing
15 Products contain certain components in addition to enzymes that are needed to use the '347 In-
16 fringing Products according to the "Screening Procedure," such as salts of magnesium and phos-
17 phate ions. Tao and EnzymeWorks also promote the import and use of the '347 Infringing Prod-
18 ucts through their marketing, distribution and sales activities, some of which are documented on
19 its website at <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and
20 is inducing the infringement of the '347 patent by EnzymeWorks.

21 122. On information and belief, Tao and EnzymeWorks have actively induced and are
22 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
23 tical companies, to directly infringe the '347 patent.

24 123. The infringement has caused and is continuing to cause damage and irreparable
25 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
26 until that infringement is enjoined by this Court.

27 124. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
28 §§ 271, 281, 283, and 284.

1 125. Tao and EnzymeWorks have infringed the '347 patent as alleged above despite
2 having prior knowledge of the patent and their infringement of the patent and have acted with
3 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
4 stitute infringement of the '347 patent. On information and belief, the '347 Infringing Products
5 are copied from Codexis's own products and its proprietary information, including its claimed
6 amino acid sequences. The infringement of the '347 patent has been and continues to be willful,
7 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
8 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
9 § 285.

10 **COUNT V - INFRINGEMENT OF U.S. PATENT NO. 8,227,229**

11 126. Codexis incorporates and realleges paragraphs 1-125 above as if fully set forth
12 herein.

13 127. U.S. Patent No. 8,227,229 (the "'229 patent") entitled "Ketoreductases polypep-
14 tides for the production of (R)-3-hydroxythiolane" was duly and legally issued by the U.S. Patent
15 and Trademark Office on July 24, 2012. A true and correct copy of the '229 patent is attached
16 hereto as **Exhibit 5**.

17 128. Codexis is the owner by assignment of the '229 patent and has the full right to en-
18 force and/or license the '229 patent.

19 129. The '229 patent is valid and enforceable.

20 130. On information and belief, Tao and EnzymeWorks have infringed, and continue
21 to infringe one or more claims of the '229 patent, including but not limited to claims 1-7 and 9-
22 12, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing
23 within the United States without authority, certain ketoreductase enzymes (the "'229 Infringing
24 Products").

25 131. The '229 Infringing Products include at least the "Ketoreductase (KRED) Screen-
26 ing Kit," also referred to as the "Ketoreductase kit," and "KRED Kit," in all of its forms, includ-
27 ing the products EnzymeWorks has assigned catalog numbers EW-KRED-10100, EW-KRED-
28

1 10200, EW-KRED-10300, EW-KRED-10400, EW-KRED-10500, or EW-KRED-10600, and
2 specific ketoreductase enzymes.

3 132. The '229 Infringing Products infringe claims 1-7 and 9-12 at least in part because
4 they have amino acid sequences that are at least 90% identical to a sequence recited in the '229
5 patent claims, and satisfy any and all additional limitations. The '229 Infringing Products also
6 meet the other limitations of the claims of the '229 patent.

7 133. On information and belief, Tao and EnzymeWorks knew or should have known
8 about the '229 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
9 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
10 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
11 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
12 cated with, and from their review of Codexis's '229 patent and related patent filings and amino
13 acid sequence listings. Further, on information and belief, at least one or more of En-
14 zymeWorks's employees who were previously employed at Codexis know about the '229 patent
15 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
16 technology and intellectual property and with EnzymeWorks's '229 Infringing Products. At least
17 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
18 been fully aware of the '229 patent and their infringement of it.

19 134. On information and belief, Tao and each EnzymeWorks entity are alter egos
20 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

21 135. On information and belief, Tao and EnzymeWorks have induced infringement,
22 and continue to induce infringement of one or more claims of the '229 patent, pursuant to 35
23 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
24 use the '229 Infringing Products and by advertising the '229 Infringing Products on En-
25 zymeWorks's website and/or in documentation accompanying the '229 Infringing Products. As
26 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
27 a "Screening Procedure" along with the '229 Infringing Products that includes a step-by-step
28 protocol instructing others how to use the '229 Infringing Products. Further, the '229 Infringing

1 Products contain certain components in addition to enzymes that are needed to use the '229 In-
2 fringing Products according to the "Screening Procedure," such as salts of magnesium and phos-
3 phate ions. Tao and EnzymeWorks also promote the import and use of the '229 Infringing Prod-
4 ucts through their marketing, distribution and sales activities, some of which are documented on
5 its website at <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and
6 is inducing the infringement of the '229 patent by EnzymeWorks.

7 136. On information and belief, Tao and EnzymeWorks have actively induced and are
8 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
9 tical companies, to directly infringe the '229 patent.

10 137. The infringement has caused and is continuing to cause damage and irreparable
11 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
12 until that infringement is enjoined by this Court.

13 138. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
14 §§ 271, 281, 283, and 284.

15 139. Tao and EnzymeWorks have infringed the '229 patent as alleged above despite
16 having prior knowledge of the patent and their infringement of the patent and have acted with
17 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
18 stitute infringement of the '229 patent. On information and belief, the '229 Infringing Products
19 are copied from Codexis's own products and its proprietary information, including its claimed
20 amino acid sequences. The infringement of the '229 patent has been and continues to be willful,
21 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
22 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
23 § 285.

24 **COUNT VI - INFRINGEMENT OF U.S. PATENT NO. 8,293,507**

25 140. Codexis incorporates and realleges paragraphs 1-139 above as if fully set forth
26 herein.

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1 141. U.S. Patent No. 8,293,507 (the “’507 patent”) entitled “Transaminase biocatalysts” was duly and legally issued by the U.S. Patent and Trademark Office on October 23, 2012.
2
3 A true and correct copy of the ’507 patent is attached hereto as **Exhibit 6**.

4 142. Codexis is the owner by assignment of the ’507 patent and has the full right to enforce and/or license the ’507 patent.
5

6 143. The ’507 patent is valid and enforceable.

7 144. On information and belief, Tao and EnzymeWorks have infringed, and continue
8 to infringe one or more claims of the ’507 patent, including but not limited to claims 1-12, 16,
9 and 24-27, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or im-
10 porting within the United States without authority, certain transaminase enzymes (the “’507 In-
11 fringing Products”).

12 145. The ’507 Infringing Products include at least the “Transaminase (ATA) Screening
13 Kit,” also referred to as the “Transaminase kit,” and “ATA Kit,” in all of its forms, including the
14 products EnzymeWorks has assigned catalog numbers EW-ATA-20100, EW-ATA-20200, EW-
15 ATA-20300, EW-ATA-20400, EW-ATA-20500, or EW-ATA-20600, and specific transaminase
16 enzymes.

17 146. The ’507 Infringing Products infringe claims 1-12, 16, and 24-27 at least in part
18 because they have amino acid sequences that are at least 90% identical to sequences recited in
19 the ’507 patent claims, and satisfy any and all additional limitations. For example, at least one of
20 the ’507 Infringing Products has an amino acid sequence that is 100% identical to SEQ ID NO:
21 58, as claimed, for example, in claim 16 of the ’507 patent. The ’507 Infringing Products also
22 meet the other limitations of the claims of the ’507 patent.

23 147. “SEQ ID NO: 58” is a 330-residue amino acid sequence described in the patent.
24 The perfect match between the amino acid sequence in EnzymeWorks’s enzyme and this 330-
25 residue sequence in the ’507 patent is a plain indication that Tao and EnzymeWorks have delib-
26 erately copied, at a molecular level, Codexis’s engineered enzymes, or the amino acid sequences
27 disclosed and claimed in the patent, or both.

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1 148. On information and belief, Tao and EnzymeWorks knew or should have known
2 about the '507 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
3 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
4 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
5 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
6 cated with, and from their review of Codexis's '507 patent and related patent filings and amino
7 acid sequence listings. Further, on information and belief, at least one or more of En-
8 zymeWorks's employees who were previously employed at Codexis know about the '507 patent
9 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
10 technology and intellectual property and with EnzymeWorks's '507 Infringing Products. At least
11 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
12 been fully aware of the '507 patent and their infringement of it.

13 149. On information and belief, Tao and each EnzymeWorks entity are alter egos
14 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

15 150. On information and belief, Tao and EnzymeWorks have induced infringement,
16 and continue to induce infringement of one or more claims of the '507 patent, pursuant to 35
17 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
18 use the '507 Infringing Products and by advertising the '507 Infringing Products on En-
19 zymeWorks's website and/or in documentation accompanying the '507 Infringing Products. As
20 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
21 a "Screening Procedure" along with the '507 Infringing Products that includes a step-by-step
22 protocol instructing others how to use the '507 Infringing Products. Tao and EnzymeWorks also
23 promote the import and use of the '507 Infringing Products through their marketing, distribution
24 and sales activities, some of which are documented on its website at
25 <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and is inducing
26 the infringement of the '507 patent by EnzymeWorks.

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1 151. On information and belief, Tao and EnzymeWorks have actively induced and are
2 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
3 tical companies, to directly infringe the '507 patent.

4 152. The infringement has caused and is continuing to cause damage and irreparable
5 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
6 until that infringement is enjoined by this Court.

7 153. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
8 §§ 271, 281, 283, and 284.

9 154. Tao and EnzymeWorks have infringed the '507 patent as alleged above despite
10 having prior knowledge of the patent and their infringement of the patent and have acted with
11 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
12 stitute infringement of the '507 patent. On information and belief, the '507 Infringing Products
13 are copied from Codexis's own products and its proprietary information, including its claimed
14 amino acid sequences. The infringement of the '507 patent has been and continues to be willful,
15 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
16 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
17 § 285.

18 **COUNT VII - INFRINGEMENT OF U.S. PATENT NO. 8,470,564**

19 155. Codexis incorporates and realleges paragraphs 1-154 above as if fully set forth
20 herein.

21 156. U.S. Patent No. 8,470,564 (the "'564 patent") entitled "Transaminase polypep-
22 tides" was duly and legally issued by the U.S. Patent and Trademark Office on June 25, 2013. A
23 true and correct copy of the '564 patent is attached hereto as **Exhibit 7**.

24 157. Codexis is the owner by assignment of the '564 patent and has the full right to en-
25 force and/or license the '564 patent.

26 158. The '564 patent is valid and enforceable.

27 159. On information and belief, Tao and EnzymeWorks have infringed, and continue
28 to infringe one or more claims of the '564 patent, including but not limited to claims 1-6, pursu-

1 ant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing within the
2 United States without authority, certain transaminase enzymes (the “’564 Infringing Products”).

3 160. The ’564 Infringing Products include at least the “Transaminase (ATA) Screening
4 Kit,” also referred to as the “Transaminase kit,” and “ATA Kit,” in all of its forms, including the
5 products EnzymeWorks has assigned catalog numbers EW-ATA-20100, EW-ATA-20200, EW-
6 ATA-20300, EW-ATA-20400, EW-ATA-20500, or EW-ATA-20600, and specific transaminase
7 enzymes.

8 161. The ’564 Infringing Products infringe claims 1-6 at least in part because they have
9 amino acid sequences that are at least 90% identical to sequences recited in the ’564 patent
10 claims, and satisfy any and all additional limitations. The ’564 Infringing Products also meet the
11 other limitations of the claims of the ’564 patent.

12 162. On information and belief, Tao and EnzymeWorks knew or should have known
13 about the ’564 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
14 ly familiar with Codexis’s technology and intellectual property from Tao’s work on the Pharma-
15 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
16 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
17 cated with, and from their review of Codexis’s ’564 patent and related patent filings and amino
18 acid sequence listings. Further, on information and belief, at least one or more of En-
19 zymeWorks’s employees who were previously employed at Codexis know about the ’564 patent
20 and Tao’s and EnzymeWorks’s infringement of it because of their familiarity with Codexis’s
21 technology and intellectual property and with EnzymeWorks’s ’564 Infringing Products. At least
22 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
23 been fully aware of the ’564 patent and their infringement of it.

24 163. On information and belief, Tao and each EnzymeWorks entity are alter egos
25 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

26 164. On information and belief, Tao and EnzymeWorks have induced infringement,
27 and continue to induce infringement of one or more claims of the ’564 patent, pursuant to 35
28 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to

1 use the '564 Infringing Products and by advertising the '564 Infringing Products on En-
2 zymeWorks's website and/or in documentation accompanying the '564 Infringing Products. As
3 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
4 a "Screening Procedure" along with the '564 Infringing Products that includes a step-by-step
5 protocol instructing others how to use the '564 Infringing Products. Tao and EnzymeWorks also
6 promote the import and use of the '564 Infringing Products through their marketing, distribution
7 and sales activities, some of which are documented on its website at
8 <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and is inducing
9 the infringement of the '564 patent by EnzymeWorks.

10 165. On information and belief, Tao and EnzymeWorks have actively induced and are
11 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
12 tical companies, to directly infringe the '564 patent.

13 166. The infringement has caused and is continuing to cause damage and irreparable
14 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
15 until that infringement is enjoined by this Court.

16 167. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
17 §§ 271, 281, 283, and 284.

18 168. Tao and EnzymeWorks have infringed the '564 patent as alleged above despite
19 having prior knowledge of the patent and their infringement of the patent and have acted with
20 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
21 stitute infringement of the '564 patent. On information and belief, the '564 Infringing Products
22 are copied from Codexis's own products and its proprietary information, including its claimed
23 amino acid sequences. The infringement of the '564 patent has been and continues to be willful,
24 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
25 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
26 § 285.

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COUNT VIII - INFRINGEMENT OF U.S. PATENT NO. 8,852,900

169. Codexis incorporates and realleges paragraphs 1-168 above as if fully set forth herein.

170. U.S. Patent No. 8,852,900 (the “’900 patent”) entitled “Biocatalysts and methods for the synthesis of (S)-3-(1-aminoethyl)-phenol” was duly and legally issued by the U.S. Patent and Trademark Office on October 7, 2014. A true and correct copy of the ’900 patent is attached hereto as **Exhibit 8**.

171. Codexis is the owner by assignment of the ’900 patent and has the full right to enforce and/or license the ’900 patent.

172. The ’900 patent is valid and enforceable.

173. On information and belief, Tao and EnzymeWorks have infringed, and continue to infringe one or more claims of the ’900 patent, including but not limited to claims 1-10, pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing within the United States without authority, certain transaminase enzymes (the “’900 Infringing Products”).

174. The ’900 Infringing Products include at least the “Transaminase (ATA) Screening Kit,” also referred to as the “Transaminase kit,” and “ATA Kit,” in all of its forms, including the products EnzymeWorks has assigned catalog numbers EW-ATA-20100, EW-ATA-20200, EW-ATA-20300, EW-ATA-20400, EW-ATA-20500, or EW-ATA-20600, and specific transaminase enzymes.

175. The ’900 Infringing Products infringe claims 1-10 at least in part because they have amino acid sequences that are at least 90% identical to a sequence recited in the ’900 patent claims, and satisfy any and all additional limitations. For example, at least one of the ’900 Infringing Products has an amino acid sequence that is 100% identical to SEQ ID NO: 32, as claimed in claim 8. The ’900 Infringing Products also meet the other limitations of the claims of the ’900 patent.

176. “SEQ ID NO: 32” is a 453-residue amino acid sequence described in the patent. The perfect match between the amino acid sequence in EnzymeWorks’s enzyme and this 453-

1 residue sequence in the '900 patent is a plain indication that Tao and EnzymeWorks have delib-
2 erately copied, at a molecular level, Codexis's engineered enzymes, or the amino acid sequences
3 disclosed and claimed in the patent, or both.

4 177. On information and belief, Tao and EnzymeWorks knew or should have known
5 about the '900 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
6 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
7 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
8 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
9 cated with, and from their review of Codexis's '900 patent and related patent filings and amino
10 acid sequence listings. Further, on information and belief, at least one or more of En-
11 zymeWorks's employees who were previously employed at Codexis know about the '900 patent
12 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
13 technology and intellectual property and with EnzymeWorks's '900 Infringing Products. At least
14 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
15 been fully aware of the '900 patent and their infringement of it.

16 178. On information and belief, Tao and each EnzymeWorks entity are alter egos
17 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

18 179. On information and belief, Tao and EnzymeWorks have induced infringement,
19 and continue to induce infringement of one or more claims of the '900 patent, pursuant to 35
20 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
21 use the '900 Infringing Products and by advertising the '900 Infringing Products on En-
22 zymeWorks's website and/or in documentation accompanying the '900 Infringing Products. As
23 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
24 a "Screening Procedure" along with the '900 Infringing Products that includes a step-by-step
25 protocol instructing others how to use the '900 Infringing Products. Tao and EnzymeWorks also
26 promote the import and use of the '900 Infringing Products through their marketing, distribution
27 and sales activities, some of which are documented on its website at
28

1 <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and is inducing
2 the infringement of the '900 patent by EnzymeWorks.

3 180. On information and belief, Tao and EnzymeWorks have actively induced and are
4 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
5 tical companies, to directly infringe the '900 patent.

6 181. The infringement has caused and is continuing to cause damage and irreparable
7 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
8 until that infringement is enjoined by this Court.

9 182. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
10 §§ 271, 281, 283, and 284.

11 183. Tao and EnzymeWorks have infringed the '900 patent as alleged above despite
12 having prior knowledge of the patent and their infringement of the patent and have acted with
13 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
14 stitute infringement of the '900 patent. On information and belief, the '900 Infringing Products
15 are copied from Codexis's own products and its proprietary information, including its claimed
16 amino acid sequences. The infringement of the '900 patent has been and continues to be willful,
17 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
18 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
19 § 285.

20 **COUNT IX - INFRINGEMENT OF U.S. PATENT NO. 8,932,838**

21 184. Codexis incorporates and realleges paragraphs 1-183 above as if fully set forth
22 herein.

23 185. U.S. Patent No. 8,932,838 (the "'838 patent") entitled "Biocatalysts and methods
24 for the synthesis of (S)-3-(1-aminoethyl)-phenol" was duly and legally issued by the U.S. Patent
25 and Trademark Office on January 13, 2015. A true and correct copy of the '838 patent is at-
26 tached hereto as **Exhibit 9**.

27 186. Codexis is the owner by assignment of the '838 patent and has the full right to en-
28 force and/or license the '838 patent.

1 187. The '838 patent is valid and enforceable.

2 188. On information and belief, Tao and EnzymeWorks have infringed, and continue
3 to infringe one or more claims of the '838 patent, including but not limited to claims 1 and 2,
4 pursuant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing with-
5 in the United States without authority, certain transaminase enzymes (the "'838 Infringing Prod-
6 ucts").

7 189. The '838 Infringing Products include at least the "Transaminase (ATA) Screening
8 Kit," also referred to as the "Transaminase kit," and "ATA Kit," in all of its forms, including the
9 products EnzymeWorks has assigned catalog numbers EW-ATA-20100, EW-ATA-20200, EW-
10 ATA-20300, EW-ATA-20400, EW-ATA-20500, or EW-ATA-20600, and specific transaminase
11 enzymes.

12 190. The '838 Infringing Products infringe claims 1 and 2 at least in part because they
13 have amino acid sequences that are at least 95% identical to a sequence recited in the '838 patent
14 claims, and satisfy any and all additional limitations. The '838 Infringing Products also meet the
15 other limitations of the claims of the '838 patent.

16 191. On information and belief, Tao and EnzymeWorks knew or should have known
17 about the '838 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
18 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
19 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
20 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
21 cated with, and from their review of Codexis's '838 patent and related patent filings and amino
22 acid sequence listings. Further, on information and belief, at least one or more of En-
23 zymeWorks's employees who were previously employed at Codexis know about the '838 patent
24 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
25 technology and intellectual property and with EnzymeWorks's '838 Infringing Products. At least
26 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
27 been fully aware of the '838 patent and their infringement of it.

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1 192. On information and belief, Tao and each EnzymeWorks entity are alter egos
2 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

3 193. On information and belief, Tao and EnzymeWorks have induced infringement,
4 and continue to induce infringement of one or more claims of the '838 patent, pursuant to 35
5 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
6 use the '838 Infringing Products and by advertising the '838 Infringing Products on En-
7 zymeWorks's website and/or in documentation accompanying the '838 Infringing Products. As
8 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
9 a "Screening Procedure" along with the '838 Infringing Products that includes a step-by-step
10 protocol instructing others how to use the '838 Infringing Products. Tao and EnzymeWorks also
11 promote the import and use of the '838 Infringing Products through their marketing, distribution
12 and sales activities, some of which are documented on its website at
13 <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and is inducing
14 the infringement of the '838 patent by EnzymeWorks.

15 194. On information and belief, Tao and EnzymeWorks have actively induced and are
16 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
17 tical companies, to directly infringe the '838 patent.

18 195. The infringement has caused and is continuing to cause damage and irreparable
19 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
20 until that infringement is enjoined by this Court.

21 196. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
22 §§ 271, 281, 283, and 284.

23 197. Tao and EnzymeWorks have infringed the '838 patent as alleged above despite
24 having prior knowledge of the patent and their infringement of the patent and have acted with
25 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
26 stitute infringement of the '838 patent. On information and belief, the '838 Infringing Products
27 are copied from Codexis's own products and its proprietary information, including its claimed
28 amino acid sequences. The infringement of the '838 patent has been and continues to be willful,

1 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
2 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
3 § 285.

4 **COUNT X - INFRINGEMENT OF U.S. PATENT NO. 9,133,445**

5 198. Codexis incorporates and realleges paragraphs 1-197 above as if fully set forth
6 herein.

7 199. U.S. Patent No. 9,133,445 (the "'445 patent") entitled "Transaminase biocata-
8 lysts" was duly and legally issued by the U.S. Patent and Trademark Office on September 15,
9 2015. A true and correct copy of the '445 patent is attached hereto as **Exhibit 10**.

10 200. Codexis is the owner by assignment of the '445 patent and has the full right to en-
11 force and/or license the '445 patent.

12 201. The '445 patent is valid and enforceable.

13 202. On information and belief, Tao and EnzymeWorks have infringed, and continue
14 to infringe one or more claims of the '445 patent, including but not limited to claims 1-19, pur-
15 suant to 35 U.S.C. § 271(a), by making, using, selling, offering to sell, and/or importing within
16 the United States without authority, certain transaminase enzymes (the "'445 Infringing Prod-
17 ucts").

18 203. The '445 Infringing Products include at least the "Transaminase (ATA) Screening
19 Kit," also referred to as the "Transaminase kit," and "ATA Kit," in all of its forms, including the
20 products EnzymeWorks has assigned catalog numbers EW-ATA-20100, EW-ATA-20200, EW-
21 ATA-20300, EW-ATA-20400, EW-ATA-20500, or EW-ATA-20600, and specific transaminase
22 enzymes.

23 204. The '445 Infringing Products infringe claims 1-19 at least in part because they
24 have amino acid sequences that are at least 95% identical to sequences recited in the '445 patent
25 claims, and satisfy any and all additional limitations. For example, at least one of the '445 In-
26 fringing Products has an amino acid sequence that is 100% identical to SEQ ID NO: 58, a
27 claimed embodiment of the '445 patent. The '445 Infringing Products also meet the other limita-
28 tions of the claims of the '445 patent.

1 205. On information and belief, Tao and EnzymeWorks knew or should have known
2 about the '445 patent and their infringement of it. Tao and EnzymeWorks have become intimate-
3 ly familiar with Codexis's technology and intellectual property from Tao's work on the Pharma-
4 ceutical Collaboration, from his efforts to get a job at Codexis, from the knowledge they have
5 gained from former Codexis employees whom Tao and EnzymeWorks have hired and communi-
6 cated with, and from their review of Codexis's '445 patent and related patent filings and amino
7 acid sequence listings. Further, on information and belief, at least one or more of En-
8 zymeWorks's employees who were previously employed at Codexis know about the '445 patent
9 and Tao's and EnzymeWorks's infringement of it because of their familiarity with Codexis's
10 technology and intellectual property and with EnzymeWorks's '445 Infringing Products. At least
11 as of the time Tao and EnzymeWorks were served with this Complaint, they unequivocally have
12 been fully aware of the '445 patent and their infringement of it.

13 206. On information and belief, Tao and each EnzymeWorks entity are alter egos
14 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

15 207. On information and belief, Tao and EnzymeWorks have induced infringement,
16 and continue to induce infringement of one or more claims of the '445 patent, pursuant to 35
17 U.S.C. § 271(b), at least by providing instructions, protocols, and written guidance about how to
18 use the '445 Infringing Products and by advertising the '445 Infringing Products on En-
19 zymeWorks's website and/or in documentation accompanying the '445 Infringing Products. As
20 one example of their active encouragement of others to infringe, Tao and EnzymeWorks provide
21 a "Screening Procedure" along with the '445 Infringing Products that includes a step-by-step
22 protocol instructing others how to use the '445 Infringing Products. Tao and EnzymeWorks also
23 promote the import and use of the '445 Infringing Products through their marketing, distribution
24 and sales activities, some of which are documented on its website at
25 <http://www.enzymeworking.com/>. Through his conduct, Tao also has induced and is inducing
26 the infringement of the '445 patent by EnzymeWorks.

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1 208. On information and belief, Tao and EnzymeWorks have actively induced and are
2 actively inducing their actual and prospective customers, including but not limited to pharmaceu-
3 tical companies, to directly infringe the '445 patent.

4 209. The infringement has caused and is continuing to cause damage and irreparable
5 injury to Codexis, and Codexis will continue to suffer damage and irreparable injury unless and
6 until that infringement is enjoined by this Court.

7 210. Codexis is entitled to injunctive relief and damages in accordance with 35 U.S.C.
8 §§ 271, 281, 283, and 284.

9 211. Tao and EnzymeWorks have infringed the '445 patent as alleged above despite
10 having prior knowledge of the patent and their infringement of the patent and have acted with
11 willful, intentional, and reckless disregard of the objectively high likelihood that their acts con-
12 stitute infringement of the '445 patent. On information and belief, the '445 Infringing Products
13 are copied from Codexis's own products and its proprietary information, including its claimed
14 amino acid sequences. The infringement of the '445 patent has been and continues to be willful,
15 entitling Codexis to enhanced damages under 35 U.S.C. § 284 and also a finding that this case is
16 exceptional, entitling Codexis to an award of its reasonable attorneys' fees under 35 U.S.C.
17 § 285.

18 **COUNT XI - MISAPPROPRIATION OF TRADE SECRETS**

19 **UNDER CAL. CIV. CODE § 3426, ET SEQ.**

20 212. Codexis incorporates and realleges paragraphs 1-211 above as if fully set forth
21 herein.

22 213. The selection, arrangement, and sequence of the DNA in certain of Codexis's
23 plasmids were kept as trade secrets. At all times relevant to this Complaint, Codexis owned those
24 trade secrets.

25 214. For years before, during, and after the Pharmaceutical Collaboration, Codexis
26 kept the selection, arrangement and sequence of the DNA of its high-performing plasmids a trade
27 secret. This information was not publicly available, was maintained within the company in con-
28 fidential and secure electronic or physical records, was embodied in confidential biomaterials,

1 was kept within the knowledge and know-how of trusted Codexis employees under strict confi-
2 dentiality obligations, and was shared only with other parties bound by contractual obligations of
3 secrecy.

4 215. Under strict confidentiality and non-disclosure obligations, former Codexis em-
5 ployees such as Xinkai Xie and Kui Chan and trusted third party collaborators such as Tao and
6 his former employer had access to Codexis's confidential, trade secret information and bio-
7 materials.

8 216. The selection, arrangement, and sequence of the DNA in certain of Codexis's
9 plasmids had actual or potential independent value from not being generally known to the public
10 or to other persons who could obtain economic value from their disclosure or use. These trade
11 secrets would have been of significant value to Codexis's competitors and customers, and could
12 have enabled them to more quickly and cheaply research, develop, and commercially manufac-
13 ture enzyme products that directly compete with Codexis's proprietary engineered enzymes.

14 217. Codexis took numerous and reasonable efforts to keep its information about the
15 selection, arrangement, and sequence of the DNA in certain of its plasmids secret. For example,
16 Codexis has policies and enters into contracts binding its employees to strict confidentiality and
17 secrecy obligations both during and after their employment; it ensures the physical security of its
18 trade secret information and biomaterials through electronic employee security badges, and
19 locked laboratories and storage facilities; it secures access to trade secret information in electron-
20 ic format through the use of electronic passwords; and it contractually binds trusted third party
21 collaborators and partners with whom it shares such information to strict secrecy and confidenti-
22 ality obligations.

23 218. Despite Codexis's reasonable efforts to protect its trade secrets, Tao and En-
24 zymeWorks misappropriated them. Tao and EnzymeWorks acquired Codexis's trade secret in-
25 formation about the selection, arrangement, and sequence of the DNA in certain plasmids, know-
26 ing they had acquired that information by improper means. Tao and EnzymeWorks have used or
27 disclosed that trade secret information without express or implied consent by Codexis. At the
28 time of their use or disclosure of the trade secret information, they knew or had reason to know

1 that their knowledge of the trade secrets was (1) derived from a person or persons who had uti-
2 lized improper means to acquire it, such as Tao, Xie, or Chan; (2) acquired under circumstances
3 that gave rise to a duty maintain its secrecy or limit its use, such as a collaboration or employ-
4 ment arrangement that imposed duties of secrecy and confidentiality; or (3) derived from or
5 through a person or persons who owed a duty to Codexis to maintain its secrecy or limit its use,
6 such as former employees or partners who were under obligations of secrecy and confidentiality.

7 219. On information and belief, Tao misappropriated Codexis's trade secrets at least by
8 acquiring by improper means Codexis's trade secret biomaterials to which he had access during
9 the Pharmaceutical Collaboration, and using or disclosing such biomaterials without Codexis's
10 express or implied consent.

11 220. On information and belief, Tao misappropriated Codexis's trade secrets at least by
12 acquiring by improper means Codexis's trade secret information to which he had access during
13 the Pharmaceutical Collaboration, and using or disclosing such information without Codexis's
14 express or implied consent.

15 221. On information and belief, Tao and EnzymeWorks misappropriated Codexis's
16 trade secrets at least by improperly acquiring them from a former Codexis employee or employ-
17 ees.

18 222. On information and belief, Tao and EnzymeWorks misappropriated Codexis's
19 trade secrets at least by improperly acquiring them in violation of the terms and conditions to
20 which they were bound by virtue of obtaining Codexis's products. On information and belief,
21 Tao and EnzymeWorks violated express prohibitions on conduct such as extracting information,
22 sequencing, disassembling, copying, altering, or in any way determining the biological, chemi-
23 cal, or physical structure of composition of those Codexis biomaterials.

24 223. On information and belief, Tao and EnzymeWorks knew or had reason to know
25 that they acquired trade secret information and/or biomaterials by improper means and improper-
26 ly used and/or disclosed those trade secrets in connection with their biocatalysis business and the
27 development or production of engineered enzymes.

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1 performance of Codexis's contracts with its customers, business partners, employees, and collabora-
2 tors, or made performance more expensive and difficult.

3 242. On information and belief, Tao and EnzymeWorks intended to disrupt Codexis's
4 contractual relationships, or knew that such disruption was certain or substantially certain to oc-
5 cur.

6 243. On information and belief, Tao and each EnzymeWorks entity are alter egos
7 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

8 244. Codexis was harmed by Tao's and EnzymeWorks's conduct in an amount to be
9 proven at trial, and their conduct was a substantial factor in causing Codexis's harm, including
10 damage to its relationships, goodwill, and reputation.

11 **COUNT XIV - INTENTIONAL INTERFERENCE WITH**
12 **PROSPECTIVE ECONOMIC RELATIONS**

13 245. Codexis incorporates and realleges paragraphs 1-244 above as if fully set forth
14 herein.

15 246. Codexis has had economic relationships with actual and prospective customers or
16 business partners, including but not limited to Tao's former employer, another pharmaceutical
17 company with headquarters in Europe, and/or their contract manufacturers, that were likely to
18 result in an economic benefit to Codexis.

19 247. On information and belief, Tao and EnzymeWorks knew of Codexis's relation-
20 ships.

21 248. On information and belief, Tao and EnzymeWorks engaged in wrongful conduct,
22 including the acts described herein, as it competed with Codexis in the biocatalysis market.

23 249. By engaging in this wrongful conduct, Tao and EnzymeWorks intended to disrupt
24 Codexis's relationships or knew that such disruption was certain or substantially certain to occur.

25 250. On information and belief, Tao and each EnzymeWorks entity are alter egos
26 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

27 251. Codexis's relationships with actual and prospective customers or business part-
28 ners were disrupted.

1 252. Codexis was harmed by Tao’s and EnzymeWorks’s conduct in an amount to be
2 proven at trial, and their conduct was a substantial factor in causing Codexis’s harm, including
3 damage to its relationships, goodwill, and reputation.

4 **COUNT XV - UNFAIR COMPETITION UNDER**

5 **CAL. BUS. & PROF. CODE § 17200, ET SEQ.**

6 253. Codexis incorporates and realleges paragraphs 1-252 above as if fully set forth
7 herein.

8 254. Through their conduct described above and on information and belief, Tao and
9 EnzymeWorks have engaged in unlawful, unfair, and misleading business practices that have
10 caused Codexis to suffer harm, lose business, and lose money. Tao’s and EnzymeWorks’s acts of
11 unfair competition include but are not limited to their theft, misuse, and disclosure of Codexis’s
12 trade secrets, their copying of Codexis’s technical literature and passing it off to the consuming
13 public as their own, their interference with contractual relationships, and their interference with
14 prospective economic relationships.

15 255. On information and belief, Tao and each EnzymeWorks entity are alter egos
16 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

17 256. As a direct result of Tao’s and EnzymeWorks’s unfair competition, Codexis has
18 been damaged in an amount to be proven at trial, and has suffered harm including damage to its
19 relationships, goodwill, and reputation. As a consequence, Codexis is entitled to an injunction
20 and restitution, and to its attorneys’ fees under Cal. Code Civ. Proc. § 1021.5.

21 **COUNT XVI - COMMON LAW UNFAIR COMPETITION**

22 257. Codexis incorporates and realleges paragraphs 1-256 above as if fully set forth
23 herein.

24 258. Through their conduct described above and on information and belief, Tao and
25 EnzymeWorks have engaged in acts of unfair competition in violation of the common law of the
26 State of California that have caused Codexis to suffer harm, lose business, and lose money. Tao’s
27 and EnzymeWorks’s acts of unfair competition at common law include but are not limited to
28 their theft, misuse, and disclosure of Codexis’s trade secrets, their copying of Codexis’s technical

1 literature and passing it off to the consuming public as their own, their interference with contrac-
2 tual relationships, and their interference with prospective economic relationships.

3 259. Tao's and EnzymeWorks's conduct has been willful, wanton, malicious and in
4 reckless disregard of Codexis's rights.

5 260. On information and belief, Tao and each EnzymeWorks entity are alter egos
6 and/or agents of each other, such that the acts and/or knowledge of one are imputed to the other.

7 261. As a direct result of Tao's and EnzymeWorks's unfair competition at common
8 law, Codexis has been damaged in an amount to be proven at trial, and has suffered harm includ-
9 ing damage to its relationships, goodwill, and reputation. As a consequence, Codexis is entitled
10 to an injunction and restitution as set forth below.

11 262. Tao's willful, wanton, malicious conduct in disregard of Codexis's rights entitles
12 Codexis to exemplary (punitive) damages, and to its attorneys' fees under Cal. Code Civ. Proc.
13 § 1021.5.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Codexis respectfully requests that the Court enter judgment in its favor
16 and against Tao and EnzymeWorks on this Complaint as follows:

- 17 A. A judgment that Tao and EnzymeWorks, jointly and severally, have infringed and
18 continue to infringe and induce the infringement of the '610, '127, '421, '347,
19 '229, '507, '564, '900, '838, and/or '445 patents under at least 35 U.S.C.
20 §§ 271(a) and (b), and that their infringement was willful;
- 21 B. A judgment that Tao and EnzymeWorks, jointly and severally, have misappropri-
22 ated Codexis's trade secrets in violation of California's Uniform Trade Secrets
23 Act, Cal. Civ. Code § 3426, *et seq.*;
- 24 C. A judgment that Tao and EnzymeWorks, jointly and severally, have committed a
25 breach of the confidence Codexis placed in Tao;
- 26 D. A judgment that Tao and EnzymeWorks, jointly and severally, have committed
27 tortious interference with Codexis's contractual relations;
- 28

- 1 E. A judgment that Tao and EnzymeWorks, jointly and severally, have committed
2 tortious interference with Codexis's prospective economic relations;
- 3 F. A judgment that Tao and EnzymeWorks, jointly and severally, have committed
4 acts of unfair competition under California's statutory unfair competition law,
5 Cal. Bus. & Prof. Code § 17200;
- 6 G. A judgment that Tao and EnzymeWorks, jointly and severally, have committed
7 acts of unfair competition at common law;
- 8 H. A judgment that Tao and EnzymeWorks are alter egos and/or agents of one an-
9 other and, as such, should be held jointly and severally liable for their actions;
- 10 I. A permanent injunction prohibiting Tao and EnzymeWorks and their officers,
11 agents, representatives, assigns, licensees, distributors, employees, related entities,
12 and all those acting in privity or acting in concert with them from:
- 13 1) infringing, inducing, or contributing to the infringement any of the '610,
14 '127, '421, '347, '229, '507, '564, '900, '838, and/or '445 patents;
- 15 2) soliciting any new business or new customers using any information or
16 materials that Tao or EnzymeWorks derived from their infringement of
17 Codexis's patents;
- 18 3) using, disclosing, or otherwise exploiting Codexis's misappropriated trade
19 secrets;
- 20 4) soliciting any new business or new customers using any information or
21 materials that Tao or EnzymeWorks derived from their misappropriation
22 of Codexis's trade secrets;
- 23 5) benefiting in any way from the results of Tao's breach of confidence;
- 24 6) benefiting in any way from the results of their interference with Codexis's
25 contractual relations and barring them from continuing to so interfere;
- 26 7) benefiting in any way from the results of their interference with Codexis's
27 prospective economic relations and barring them from continuing to so in-
28 terfere; and

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- 8) engaging in any further acts of unfair competition;
- J. An order compelling Tao and EnzymeWorks to:
 - 1) return any and all Codexis trade secret or confidential information that, but for Tao's and EnzymeWorks's misappropriation, would have remained secret;
 - 2) disclose to Codexis all persons to whom Tao or EnzymeWorks has provided or otherwise disclosed Codexis's trade secret information or materials;
 - 3) disclose to Codexis all persons from whom Tao or EnzymeWorks acquired Codexis's trade secret information;
- K. An award of monetary damages, to be obtained from any and all of Tao's and EnzymeWorks's assets, sufficient to compensate Codexis for Tao's and EnzymeWorks's patent infringement and trade secret misappropriation, and for Tao's and EnzymeWorks's unjust enrichment, together with interest, pursuant to at least 35 U.S.C. § 284 and Cal. Civ. Code § 3426.3(a) and (b);
- L. An award of enhanced damages, to be obtained from any and all of Tao's and EnzymeWorks's assets, of three times the amount found or assessed for Tao's and EnzymeWorks's willful patent infringement, pursuant to 35 U.S.C. § 284, including prejudgment interest on such damages;
- M. An award of damages, to be obtained from any and all of Tao's and EnzymeWorks's assets, sufficient to compensate Codexis for Tao's and EnzymeWorks's interference with contractual relations and prospective economic relations;
- N. An award of damages, to be obtained from any and all of Tao's and EnzymeWorks's assets, sufficient to compensate Codexis for Tao's breach of confidence;

- 1 O. An award of restitution of all funds Tao and EnzymeWorks obtained by means of
- 2 their acts of unfair competition, to be obtained from any and all of Tao's and En-
- 3 zymeWorks's assets;
- 4 P. An award of exemplary (punitive) damages, to be obtained from any and all of
- 5 Tao's and EnzymeWorks's assets, pursuant to at least Cal. Civ. Code § 3426.3(c)
- 6 and at common law;
- 7 Q. An order finding this case exceptional and awarding Codexis its attorneys' fees,
- 8 to be obtained from any and all of Tao's and EnzymeWorks's assets, pursuant to
- 9 35 U.S.C. § 285, including prejudgment interest on such fees;
- 10 R. An order awarding Codexis its attorneys' fees, to be obtained from any and all of
- 11 Tao's and EnzymeWorks's assets, for prevailing in enforcing an important right
- 12 affecting the public interest pursuant to Cal. Code Civ. Proc. § 1021.5, including
- 13 prejudgment interest on such fees;
- 14 S. An order finding Tao's and EnzymeWorks's misappropriation of Codexis's trade
- 15 secrets to have been willful and malicious and awarding Codexis its attorneys'
- 16 fees and costs, to be obtained from any and all of Tao's and EnzymeWorks's as-
- 17 sets, pursuant to Cal. Civ. Code. § 3426.4, including prejudgment interest on such
- 18 fees;
- 19 T. An accounting and supplemental damages for all damages occurring after the pe-
- 20 riod for which damages discovery is taken, and after discovery closes, through the
- 21 Court's decision regarding the imposition of a permanent injunction;
- 22 U. An award of Codexis's costs and expenses of this suit as prevailing party, to be
- 23 obtained from any and all of Tao's and EnzymeWorks's assets; and
- 24 V. Any other relief that the Court deems just and proper.

25 **DEMAND FOR JURY TRIAL**

26 Pursuant to Federal Rule of Civil Procedure 38(b), Codexis hereby demands a trial by ju-
27 ry on all issues so triable.

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Dated: February 19, 2016

Respectfully submitted,

LATHAM & WATKINS LLP

By /s/ Douglas E. Lumish
Douglas E. Lumish
Gabriel S. Gross
Patricia Young
Pei-Hsien Ren
Karan S. Dhadialla

Attorneys for Plaintiff CODEXIS, INC.

ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I hereby attest that the concurrence in the filing of this document has been obtained from the other signatory, which shall serve in lieu of his signature.

Dated: February 19, 2016

By /s/ Gabriel S. Gross
Gabriel S. Gross

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