

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re CADENCE DESIGN SYSTEMS, INC.
SECURITIES LITIGATION

No. C-08-4966 SC

CLASS ACTION

This Document Relates To:

Case Nos. 08-4966 SC, 08-5027 SC
and 08-5273 SC

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the consolidated action entitled *In re Cadence Design Systems, Inc. Securities Litigation*, No. C-08-4966 SC (the "Litigation"), you must complete and, on page 8 hereof, sign this Proof of Claim and Release form ("Proof of Claim"). If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the settlement of the Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM POSTMARKED ON OR BEFORE MARCH 1, 2012, ADDRESSED AS FOLLOWS:

Cadence Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

If you are NOT a Member of the Class (as defined in the Notice of Proposed Settlement of Class Action ("Notice")) DO NOT submit a Proof of Claim.

4. If you are a Member of the Class and you did not timely request exclusion in connection with the proposed settlement, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. CLAIMANT IDENTIFICATION

If you purchased Cadence common stock, 1.375% Notes due December 15, 2011, 1.5% Notes due December 15, 2013, and/or Cadence put and call options (collectively, "Cadence Publicly Traded Securities") and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased Cadence Publicly Traded Securities and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of the Cadence Publicly Traded Securities which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OF THE CADENCE PUBLICLY TRADED SECURITIES UPON WHICH THIS CLAIM IS BASED.

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.



III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in Cadence Publicly Traded Securities" to supply all required details of your transaction(s) in Cadence Publicly Traded Securities. Use Part III of this form entitled "Schedule of Transactions in Cadence Options" to supply all required details of your transaction(s) in put and call options of Cadence common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases of Cadence Publicly Traded Securities which took place at any time from April 23, 2008 to December 10, 2008, inclusive (the "Class Period"), and **all** of your sales of Cadence common stock which took place at any time from April 23, 2008 to March 10, 2009, inclusive, and **all** of your sales of other Cadence Publicly Traded Securities which took place at any time from April 23, 2008 to December 10, 2008, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the Cadence Publicly Traded Securities you held at the close of trading on April 22, 2008 and December 10, 2008, as well as the number of shares of Cadence common stock you held at the close of trading on March 10, 2009. Failure to report all such transactions may result in the rejection of your claim.

List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase of Cadence common stock. The date of a "short sale" is deemed to be the date of sale of Cadence common stock.

Copies of broker confirmations or other documentation of your transactions in Cadence Publicly Traded Securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants **MUST** submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-877-246-9902 or visit their website at www.gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



CADENCE

FOR CLAIMS
PROCESSING
ONLY

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PURCHASES

PURCHASES										Total Purchase Price (Excluding Commissions, Taxes and Fees) <i>Please round off to the nearest whole dollar</i>										Proof of Purchase Enclosed?													
Trade Date(s) (List Chronologically)								Number of Shares Purchased																									
M	M		D	D		Y	Y	Y	Y									\$															
1.			/			/												\$												.	00	☐ Y	☐ N
2.			/			/												\$												.	00	☐ Y	☐ N
3.			/			/												\$												.	00	☐ Y	☐ N
4.			/			/												\$												.	00	☐ Y	☐ N

☐ Yes

SALES

[illegible]

○ Y
○ N

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○ Y
○ N

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YOU MUST READ AND SIGN THE RELEASE ON PAGE 8. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



PART II. SCHEDULE OF TRANSACTIONS IN CADENCE PUBLICLY TRADED SECURITIES (CONT.)

NOTES

F. Number of Notes due December 15, 2011 held at the close of trading on April 22, 2008:	*Type of Notes		Proof Enclosed?	☐ Y ☐ N
			☐ Y ☐ N	

G. Purchases of Notes due December 15, 2011 (April 23, 2008 – December 10, 2008, inclusive):

PURCHASES				
*Type of Notes	Trade Date(s) (List Chronologically)	Number of Notes Purchased	Total Purchase Price (Excluding Commissions, Taxes and Fees) <i>Please round off to the nearest whole dollar</i>	Proof of Purchase Enclosed?
	M M / D D / Y Y Y Y			
1.	/ /		\$	☐ Y ☐ N
2.	/ /		\$	☐ Y ☐ N
3.	/ /		\$	☐ Y ☐ N
4.	/ /		\$	☐ Y ☐ N

H. Sales of Notes due December 15, 2011 (April 23, 2008 – December 10, 2008, inclusive):

SALES				
*Type of Notes	Trade Date(s) (List Chronologically)	Number of Notes Sold	Total Sales Price (Excluding Commissions, Taxes and Fees) <i>Please round off to the nearest whole dollar</i>	Proof of Sales Enclosed?
	M M / D D / Y Y Y Y			
1.	/ /		\$	☐ Y ☐ N
2.	/ /		\$	☐ Y ☐ N
3.	/ /		\$	☐ Y ☐ N
4.	/ /		\$	☐ Y ☐ N

I. Number of Notes due December 15, 2011 held at the close of trading on December 10, 2008:	*Type of Notes		Proof Enclosed?	☐ Y ☐ N
			☐ Y ☐ N	

*TYPE OF NOTES	
B = 1.375% Notes Due December 15, 2011	C = 1.5% Notes Due December 15, 2013

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.
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PART III. SCHEDULE OF TRANSACTIONS IN CADENCE OPTIONS

PURCHASES/REPURCHASES

A. I made the following purchase/repurchase of options on Cadence common stock during the period from April 23, 2008 through December 10, 2008, inclusive:

Option Type	Date(s) of transaction (List Chronologically)	Number of option contracts acquired	Expiry Date (Month/Year)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
	M M D D Y Y		M M Y Y				
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N

SALES/WRITTEN

B. I made the following sales/written options on Cadence common stock during the period from April 23, 2008 through December 10, 2008, inclusive:

Option Type	Date(s) of transaction (List Chronologically)	Number of option contracts acquired	Expiry Date (Month/Year)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
	M M D D Y Y		M M Y Y				
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N
☐ Put							☐ Y
☐ Call							☐ N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 8. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Cadence securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of Cadence Publicly Traded Securities during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Released Persons," defined as each and all of the Defendants and their Related Parties. "Related Parties" means each of a Defendant's past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, agents, assigns, spouses, heirs, executors, estates, administrators, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Individual Defendant's immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant's family.

2. "Released Claims" means any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether known or unknown, fixed or contingent, suspected or unsuspected, concealed or hidden, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including Unknown Claims (as defined below), that (i) have been asserted in this Litigation by the Class Members or any of them against any of the Released Persons (as defined above), or (ii) could have been asserted in the Litigation or any other forum by the Class Members or any of them against any of the Released Persons which arise out of or are based upon or related in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Litigation, including, without limitation, statements or omissions regarding the Company's financial results, accounting policies or practices, results of operations or internal controls, and that relate to the purchase of Cadence Publicly Traded Securities during the Class Period. Released Claims do not include any derivative claims, which are the subject of a separate stipulation of settlement or claims to enforce this settlement.

3. "Unknown Claims" means any Released Claims which Lead Plaintiff or any Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decisions with respect to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly waive and relinquish, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff shall expressly waive and relinquish, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff upon the Effective Date shall expressly, fully, finally, and forever settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Cadence Publicly Traded Securities which occurred during the Class Period as well as the number of shares of Cadence Publicly Traded Securities held by me (us) at the close of trading on April 22, 2008 and December 10, 2008, as well as the number of shares of Cadence common stock held by me (us) on March 10, 2009.





I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE FOREGOING INFORMATION SUPPLIED ON THIS PROOF OF CLAIM AND RELEASE FORM BY THE UNDERSIGNED IS TRUE AND CORRECT.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser, Executor or Administrator)

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Beneficial Purchaser, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.

2. Remember to attach supporting documentation, if available.

3. Do not send original stock certificates.

4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.

6. If you move, please send the Claims Administrator your new address.

