

1 Matthew H. Poppe (SBN 177854)  
Gabriel G. Gregg (SBN 187333)  
2 RIMON, P.C.  
3 800 Oak Grove Avenue, Suite 250  
Menlo Park, California 94025  
4 [matthew.poppe@rimonlaw.com](mailto:matthew.poppe@rimonlaw.com)  
[gabriel.gregg@rimonlaw.com](mailto:gabriel.gregg@rimonlaw.com)  
5 Telephone: 650.461.4433  
Facsimile: 650.461.4433  
6

7 Kenneth J. Halpern (SBN 187663)  
STRIS & MAHER LLP  
8 777 S. Figueroa Street, Suite 3850  
Los Angeles, California 90017  
9 [khalpern@stris.com](mailto:khalpern@stris.com)  
Telephone: 213.995.6800  
10 Facsimile: 213.261.0299

11 Attorneys for Plaintiff TACHYUM INC.  
12  
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF SANTA CLARA**  
16

17 TACHYUM INC., a Delaware company,

18 Plaintiff,

19 v.  
20

21 CADENCE DESIGN SYSTEMS, INC., a  
Delaware company, and DOES 1-25,  
22 inclusive,

23 Defendants.  
24  
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Case No.

**VERIFIED FIRST AMENDED  
COMPLAINT BY PLAINTIFF  
TACHYUM INC.**

**DEMAND FOR JURY TRIAL**

1 **SUMMARY OF THE ACTION**

2 1. Plaintiff Tachyum Inc. (“Tachyum”) brings this action against Defendant Cadence  
3 Design Systems, Inc. (“Cadence”) to obtain just compensation for Cadence’s egregious conduct in  
4 connection with a business relationship between the parties.

5 2. Tachyum is a Silicon Valley startup company that is developing the world’s first  
6 Universal Processor: a revolutionary design that unifies the functions of a CPU, GPGPU, and  
7 TPU in a single architecture for such uses as artificial intelligence, supercomputing, and data  
8 centers. While Tachyum has developed the core technology itself, it contracted with Cadence—a  
9 publicly-traded, multi-billion-dollar company—to provide industry standard-based processor  
10 components and to integrate those components into Tachyum’s processor design. The contracts  
11 provided for payments to Cadence totaling more than [REDACTED]—about one-fourth of the funds  
12 Tachyum has raised to date—of which Tachyum paid [REDACTED] before pulling the plug due to a  
13 series of major breaches by Cadence described below.

14 3. Tachyum selected Cadence over its competitors in reliance on representations by  
15 Cadence regarding its product capabilities and development plans. After the collaboration was  
16 underway, Tachyum learned that many of those representations—relating to multiple, critically  
17 important aspects of the project—were false. [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22 [REDACTED] Given the subject matter of Cadence’s misrepresentations, they must have been knowingly  
23 false. In other words, Cadence’s misrepresentations were fraudulent, and they were made for the  
24 express purpose of inducing Tachyum to enter into the contracts and rely on Cadence.

25 4. After the contracts were signed, Cadence failed to deliver compliant versions of  
26 several key elements of the promised technology. [REDACTED]

27 [REDACTED]  
28 [REDACTED]

1 [REDACTED] These elements were supposed to be off-the-shelf technology  
2 that could be delivered quickly to meet Tachyum's critical product development timeline so as to  
3 be first-to-market with its Universal Processor. However, catastrophic failures plagued each  
4 component, in some cases leading Cadence to advise Tachyum not to use the components and/or  
5 to obtain them from other vendors.

6 5. For nearly two years, Tachyum tried to work with Cadence to find solutions to  
7 these problems despite the persistent and widespread project delays and frustrations. Tachyum's  
8 heavy investment in the Cadence relationship, both monetarily and technologically, meant it  
9 would not be a simple matter to switch to different vendors and service providers. Ultimately,  
10 however, Tachyum determined it had no choice. Cadence could not provide technology meeting  
11 contractual requirements. Moreover, after Tachyum asked for a refund of the amounts paid for the  
12 non-working components, [REDACTED] Accordingly,  
13 Tachyum contracted with other companies that were able to deliver what Cadence had not but  
14 only at a cost to Tachyum of millions of dollars more, as well as months of additional delay.

15 6. The fact that Cadence—a well-established leader in its field—failed on so many  
16 fronts involving industry-standard components that its competitors were able to provide and that  
17 were merely the most current generations of technology that Cadence itself had implemented in  
18 the past, led Tachyum to suspect that the failures were not the result of incompetence but of a  
19 deliberate attempt by Cadence to sabotage Tachyum's effort to be first-to-market with a Universal  
20 Processor. Tachyum's suspicions grew deeper when it learned that Cadence's then-CEO, Lip-Bu  
21 Tan, was on the board of directors of two of Tachyum's competitors and was heavily involved in  
22 two investment funds that had invested in other competitors—a clear conflict of interest. Another  
23 Cadence board member, Young Sohn, is also a principal in one of those investment funds.

24 7. Cadence's fraudulent conduct and breaches of contract have caused massive harm  
25 to Tachyum, resulting in millions of dollars lost and threatening Tachyum's very existence at one  
26 point. Although Tachyum found a way to continue its product development by turning to other  
27 vendors, it still incurred project delays of at least a year that have increased Tachyum's operating  
28 expenses, delayed its ability to earn revenue, created additional market challenges, and placed at

1 risk specific business opportunities. To compensate Tachyum for these losses, Tachyum seeks to  
2 recover monetary damages in this action of at least [REDACTED] in restitution of amounts paid by  
3 Tachyum to Cadence under the contracts plus at least another \$206,000,000 in increased expenses  
4 and lost profits caused by Cadence's wrongful conduct. Tachyum also seeks an award of punitive  
5 damages based on Cadence's acts of fraud.

6 **THE PARTIES**

7 8. Tachyum is a Delaware corporation with places of business at 2520 Mission  
8 College Blvd., Suite 201, Santa Clara, California 95054, located in Santa Clara County, and 8275  
9 S. Eastern Ave., Suite 233, Las Vegas, Nevada 89123.

10 9. On information and belief, Cadence is a Delaware corporation with its principal  
11 place of business at 2655 Seely Ave., San Jose, California 95134, located in Santa Clara County.

12 10. Tachyum does not know the true names and capacities of Defendants sued herein  
13 as Does 1 through 25, inclusive ("Doe Defendants"), and therefore sues these Defendants by such  
14 fictitious names. Tachyum will seek leave to amend this Complaint to allege the true names and  
15 capacities of said Defendants when they are ascertained. Tachyum is informed and believes, and  
16 thereupon alleges, that each of the Doe Defendants is responsible in some manner for some or all  
17 of the occurrences alleged herein.

18 11. Hereafter, "Defendants" refers collectively to Cadence and the Doe Defendants.

19 12. Tachyum is informed and believes, and thereupon alleges, that Cadence and each of  
20 the Doe defendants was the agent, employee, and/or partner of each of the other Defendants and/or  
21 was otherwise acting in concert with the other Defendants in performing the acts alleged herein; in  
22 so doing, was acting collectively with such other Defendants, for a common purpose, and within  
23 the scope of such agency, employment, and/or partnership; and thus is jointly liable to Tachyum  
24 for the harms and damages suffered by Tachyum as alleged herein.

25 **JURISDICTION AND VENUE**

26 13. This Court has general subject matter jurisdiction over this case because the relief  
27 sought by Tachyum exceeds the monetary limits associated with limited jurisdiction cases.

1           14.     Venue is proper in this County because Cadence is a corporation with its principal  
2 place of business in this County; the contracts between the parties on which this action is based  
3 were entered into in this County; and Tachyum has suffered harm in this County as a result of  
4 Cadence’s complained-of conduct. Further, said contracts provide that related disputes “shall be  
5 subject to the exclusive jurisdiction of the state courts in and for Santa Clara County, California”  
6 and “the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and  
7 venue of such courts.”

8                   **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

9           **I.     The Parties**

10           15.     Tachyum is a Silicon Valley startup company founded in 2016 by CEO Radoslav  
11 Danilak and three co-founders. Tachyum is developing the Prodigy® Universal Processor, the  
12 world’s first processor that unifies the functionality of a central processor (CPU), a general-  
13 purpose graphics processor (GPGPU), and a tensor processor for AI applications (TPU) in a single  
14 architecture. Tachyum’s proprietary design will deliver cutting-edge performance, low energy  
15 consumption, and space efficiency at low cost. The processor is intended for such uses as data  
16 centers, artificial intelligence, and supercomputing. It also has important applications related to  
17 national security, including unmanned aircraft and underwater systems, cybersecurity, analytics,  
18 communications, and more. Tachyum expects to release Prodigy® to fabrication later this year in  
19 several sizes and configurations to address different markets, applications, and workloads. The  
20 government of Slovakia loaned Tachyum money for Prodigy® development and holds an interest  
21 in, among other things, any Cadence IPs acquired by Tachyum. Tachyum is required to report to  
22 the government of Slovakia periodically on its progress.

23           16.     On information and belief, Cadence is a multinational, publicly traded technology  
24 company founded in 1988 and based in San Jose, California. Cadence develops software and  
25 hardware for computer chips, computer systems, printed circuit boards, and related technologies.  
26 Cadence is a leader in this field, competing with other major companies like Synopsys, Inc.  
27 (“Synopsys”), Rambus Inc. (“Rambus”), and Alphawave IP Inc. (“Alphawave”). As of January  
28

1 2022, Cadence had more than 9,000 employees. In 2021, Cadence reported nearly \$3 billion in  
2 revenue and \$700 million in net income.

3 17. Tachyum and Cadence are referred to collectively herein as the “Parties.”

4 **II. The Parties’ Contracts**

5 18. Tachyum has developed the core technology for Prodigy® itself, but it sought to  
6 purchase standard processor components (also called “IPs,” short for “intellectual properties”) and  
7 related integration and other services from a third-party vendor. Those IPs, which comply with  
8 various industry standards, provide internal memory for the Prodigy® Universal Processor and  
9 allow it to interface with other devices and systems. Tachyum selected Cadence as that vendor.

10 19. On or about December 12, 2019, the Parties signed three related contracts: an IP  
11 Access – Order (the “IP Agreement”), a Statement of Work (the “SOW”), and an Order –  
12 eDAcard – Fixed Pool (the “eDAcard Agreement”). The IP Agreement was for the purchase of  
13 IPs. The SOW covered related services, [REDACTED]  
14 The eDAcard Agreement was a license that gave Tachyum access to Cadence’s library of software  
15 tools for chip design, verification, simulation, testing, and other functions. Each agreement was  
16 subject to Terms and Conditions posted by Cadence on the Internet. The contracts, as amended  
17 (the “Contracts”), collectively provided for Tachyum to pay Cadence [REDACTED]

18 [REDACTED] The SOW referred to the project by the code name [REDACTED]

19 20. Pursuant to the IP Agreement, the Parties signed an IP Access Selection Form –  
20 DIP Order on or about January 10, 2020 and another IP Access Selection Form – DIP Order on or  
21 about April 29, 2020 (collectively, the “IPA Selection Forms”). The IPA Selection Forms were  
22 used by Tachyum to select the IPs it wished to purchase from Cadence. Most pertinent to this  
23 Complaint are the following IPs selected by Tachyum: [REDACTED]

24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

1 [REDACTED]  
2 [REDACTED]  
3 21. The IP types described in the preceding paragraph are not specific to Cadence, but  
4 rather are widely available in the industry and subject to industry standards and specifications.

5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 22. After the Parties entered into the Contracts in December 2019, they signed two  
13 amendments to the eDAcard Agreement and several Change Orders pursuant to the IP Agreement  
14 and the SOW. The Parties also signed and/or exchanged other documents affecting the scope of  
15 their respective obligations under the IP Agreement and SOW, such as configuration parameters  
16 and design specifications.

17 **III. Cadence's Fraudulent Misrepresentations**

18 23. Given the magnitude of the project in terms of both price and significance to  
19 Tachyum's business, Tachyum considered several potential vendors for various aspects of the  
20 project including Cadence, Synopsys, Rambus, and AlphaWave. Tachyum initially considered  
21 Cadence primarily for the [REDACTED]

22 [REDACTED]  
23 [REDACTED] Tachyum and Cadence engaged in pre-contractual discussions for months before they  
24 signed the Contracts, during which Tachyum disclosed its needs and requirements to Cadence,  
25 Cadence described its IP offerings and capabilities to Tachyum, and the Parties communicated  
26 extensively by telephone, by email, and in person.

27 24. Cadence pressured Tachyum to sign the Contracts before the end of December  
28 2019. On information and belief, Cadence, as a publicly-traded company, wanted to be able to be

1 able to recognize revenue from the Contracts in its reported financial results for 2019 and 2020.  
2 Cadence was previously sued for securities fraud associated with improper revenue recognition,  
3 resulting in Cadence paying a substantial settlement. *In re Cadence Design Sys., Inc. Sec. and*  
4 *Deriv. Litig.*, Case No. C-08-4966 SC (N.D. Cal.).

5 25. As Tachyum eventually learned long after the Contracts were signed, the Parties'  
6 pre-contractual discussions included multiple false and deceptive statements by Cadence regarding  
7 its technology capabilities and development plans that induced Tachyum to sign the Contracts and  
8 IPA Selection Forms. The false statements are detailed below.

9 **A. False Representations About [REDACTED]**

10 26. In the fall of 2019, Cadence represented to Tachyum that its [REDACTED]  
11 [REDACTED] would be silicon ready in Q4 2020. Tachyum was considering several  
12 vendors, and the [REDACTED] was a key component that led Tachyum to  
13 select Cadence. In fact, Tachyum later learned that Cadence's R&D team did not even have the  
14 [REDACTED] on its internal development schedule. Thus, Cadence  
15 knew that the [REDACTED] would not be silicon ready in Q4 2020  
16 and that its factual representations on this point were false, and/or it had no reasonable ground to  
17 believe they were true. Further details about these allegations are provided below.

18 27. On October 10, 2019, Cadence hosted a meeting with Tachyum at which the parties  
19 discussed Tachyum's needs and Cadence's capabilities. The same day, after the meeting, Armin  
20 Khalili of Cadence sent a follow-up email to Tachyum with "notes from today's meeting." Other  
21 Cadence employees who were cc'ed on the email and, on information and belief, were present at  
22 the meeting included Dave Kulansky, Tony Tran, Nupur Kandalkar, Kos Gitchev, and Duc Le.

23 28. The Khalili email noted Tachyum's need for a [REDACTED]  
24 [REDACTED] The email stated Tachyum's reason  
25 for requiring a [REDACTED] For this purpose,  
26 Tachyum "[n]eed[s] [REDACTED]" [REDACTED]  
27 [REDACTED] The  
28



1 email then repeatedly represented that the IP required by Tachyum would be ready by the end of  
2 2020:

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11 On information and belief, these email excerpts summarized statements made by Dave Kulansky  
12 of Cadence at the meeting earlier that day.

13         29. The email further stated that incorporating [REDACTED]  
14 [REDACTED] was a “low risk to be added.” These  
15 statements implied that (1) Cadence had a firm, good faith plan in place to develop a [REDACTED]  
16 [REDACTED] targeting silicon availability by Q4 2020 and  
17 (2) development of this IP was already in progress (absent which Cadence could not reasonably  
18 have expected to meet the stated timeline).

19         30. These representations by Cadence were false. Months later, after the Contracts  
20 were signed, Tachyum learned from Cadence R&D that in fact it was not on their internal timeline  
21 to develop the contracted-for [REDACTED]  
22 Indeed, there was a shouting match between Cadence engineers and Cadence management during  
23 a meeting with Tachyum in mid-2020, during which a Cadence engineer said that this IP was not  
24 in their development plan. Cadence also informed Tachyum in or about June 2020 that it would  
25 not even release its specification for [REDACTED] by an August 2020 milestone.

26         31. Cadence’s pre-contractual representations that the [REDACTED] would have  
27 silicon availability in Q4 2020 cannot be reconciled with the fact that, months later, Cadence R&D  
28 did not even have development of the IP on its internal schedule.

1           32.     Mr. Khalili, Mr. Kulansky, and/or one or more other Cadence employees must have  
2 known that Cadence’s representations regarding the expected time by which a [REDACTED]  
3 would be silicon-available were false because the representations related to Cadence’s own  
4 activities. At a minimum, those Cadence employees had no reasonable ground to believe that the  
5 representations were true, as Cadence R&D’s development plans were easily knowable to them.  
6 Indeed, Cadence engineers stated during the “shouting match” meeting referenced above that the  
7 Cadence sales team regularly promised technology to customers that Cadence’s R&D team had no  
8 plans to develop. Tachyum lacks sufficient knowledge to identify each Cadence employee who  
9 knew of the fraudulent statements identified above and their falsity before the Contracts and IPA  
10 Selection Forms were signed. On information and belief, such persons include one or more  
11 persons who were copied on Mr. Khalili’s email, who attended the referenced meeting, or who  
12 provided information, review, or approval in connection with the email and/or the meeting.

13           33.     Cadence made the false statements discussed above on October 10, 2019 as part of  
14 a sales pitch intended to induce Tachyum to contract with Cadence for the [REDACTED] and other  
15 IPs, integration services, and software access. Tachyum’s CEO, Mr. Danilak, signed the Contracts  
16 approximately two months later on December 12, 2019.

17           34.     Tachyum had its own critical chip development timeline in place, which it made  
18 known to Cadence. Tachyum, including Mr. Danilak, relied on Cadence’s representations about  
19 the expected silicon readiness of Cadence’s [REDACTED] when selecting  
20 Cadence over the other vendors it was considering for the project and signing the Contracts and  
21 IPA Selection Forms. Tachyum’s reliance was justifiable because Cadence is one of the known  
22 leaders in the field that clearly knew its own development plans and capabilities. Further, Mr.  
23 Danilak had had a positive prior experience working with Cadence. It was also reasonable for  
24 Tachyum to believe and rely on Cadence’s representations because developing a [REDACTED]  
25 [REDACTED] involved the seemingly straightforward step of integrating the slower [REDACTED]  
26 [REDACTED]—a point made by Cadence during the contract discussions.  
27 Moreover, Cadence had successfully created [REDACTED] for earlier generations of  
28 manufacturing technology. Further, Cadence reinforced its misrepresentations by agreeing in

1 Addendum L to the first IPA Selection Form to a project schedule that included [REDACTED]  
2 [REDACTED] on November 30, 2020 and “[REDACTED]” on February 14, 2021. Tachyum thus  
3 had every reason to believe Cadence’s representations were sincere, feasible, and supported by an  
4 existing R&D plan.

5 ***B. False Representations About [REDACTED]***

6 35. Another inducement to enter the contracts was Cadence’s representation to  
7 Tachyum that its [REDACTED], a key metric affecting [REDACTED]  
8 performance. After the agreements were signed, Cadence admitted that the [REDACTED] could not  
9 achieve [REDACTED] but would have to have its performance “boosted,” and even then  
10 would not satisfy contractual requirements under all conditions. In addition, it could only be  
11 “boosted” to achieve [REDACTED] as presented in pre-sale slides. Cadence knew  
12 that its [REDACTED] and that its factual representations on  
13 this point were false and/or it had no reasonable ground to believe its representations were true.  
14 Further details about these allegations are provided below.

15 36. On October 23, 2019, Cadence hosted a meeting with Tachyum at which it  
16 presented a set of slides about the [REDACTED]. The same day, after the meeting, Sanjay  
17 Dave of Cadence sent the slides to Tachyum via email. Other Cadence employees who were cc’ed  
18 on the email and, on information and belief, were present at the meeting included Dave Kulansky,  
19 Tony Tran, Armin Khalili, Nupur Kandalkar, Kos Gitchev, and Duc Le. In the slide deck, the  
20 section related to the [REDACTED] begins on slide 5. The next slide states: “[REDACTED]  
21 [REDACTED]”:  
22 [REDACTED]  
23 [REDACTED]

24 37. This statement is immediately below a statement that the [REDACTED]  
25 [REDACTED] version, was a [REDACTED]  
26 [REDACTED]  
27 [REDACTED]

28 38. The slide depicts an image of a chip to reinforce these points:

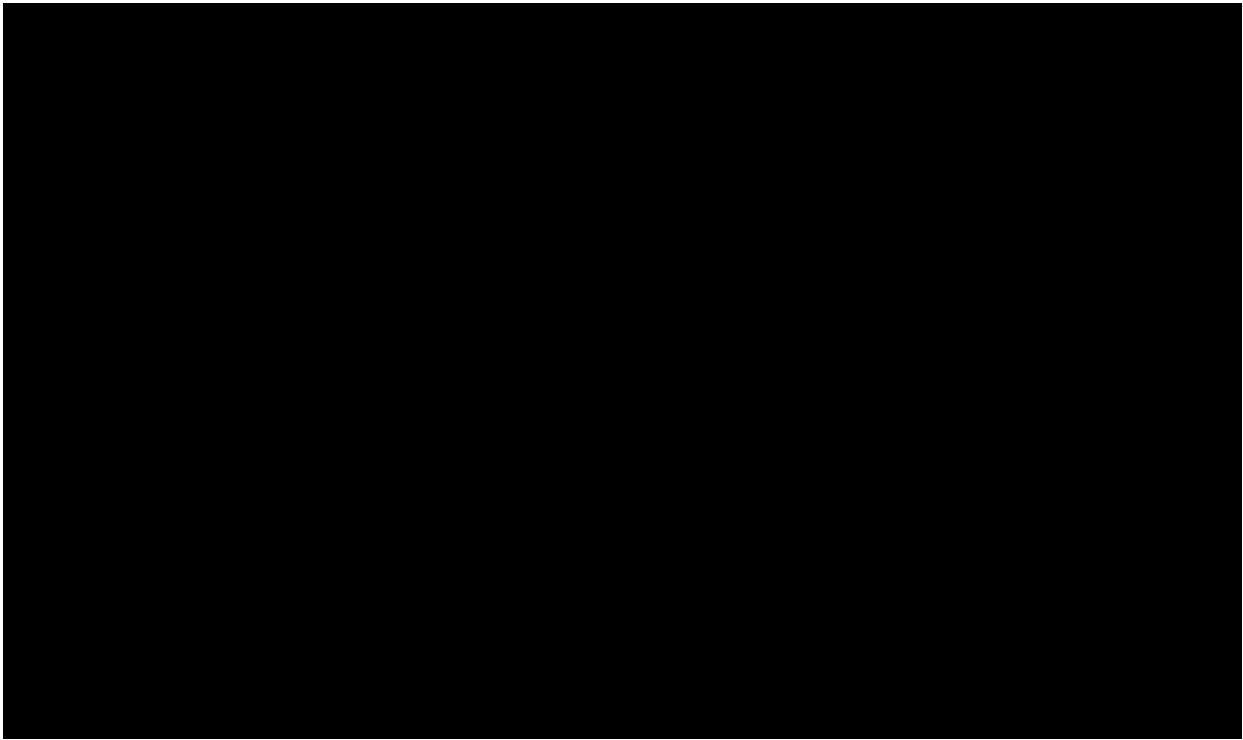
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39. Slide 11 depicts test results supposedly supporting [REDACTED]  
[REDACTED]

40. On information and belief, Dave Kulansky was the Cadence employee who presented the slides related to the alleged [REDACTED] at the October 23, 2019 meeting between Tachyum and Cadence.

41. In 2021, Cadence sent reports to Tachyum demonstrating that the [REDACTED]  
[REDACTED] As one example, Cadence provided a “[REDACTED]  
[REDACTED]  
[REDACTED]



42. Cadence informed Tachyum that the [REDACTED] would have to have its performance “boosted” and still would only achieve [REDACTED].

1           43.     Mr. Dave, Mr. Kulansky, and/or one or more other Cadence employees must have  
2 known that the representations regarding [REDACTED] were false because the slides indicate  
3 that [REDACTED] had been confirmed through testing of actual test chips. At a minimum,  
4 those Cadence employees had no reasonable ground to believe that the representations were true,  
5 as Cadence's testing (or lack thereof) was easily knowable to them. Tachyum lacks sufficient  
6 knowledge to identify each Cadence employee who knew of the fraudulent statements identified  
7 above and their falsity before the Contracts and IPA Selection Forms were signed. Such persons  
8 include, on information and belief, one or more persons who were copied on Mr. Dave's email,  
9 who presented slides at or otherwise attended the October 23, 2019 meeting, or who provided  
10 information, review, or approval in connection with the slides, the email, and/or the meeting.

11           44.     Cadence presented and sent the slides to Tachyum on October 23, 2019 as part of a  
12 sales pitch intended to induce Tachyum to contract with Cadence for the [REDACTED]  
13 [REDACTED] Tachyum signed the Contracts approximately two  
14 months later on December 12, 2019.

15           45.     [REDACTED] is a critically important characteristic of a [REDACTED] because it directly  
16 affects system performance and the length of the transmission lines required for system level  
17 implementation. Tachyum would not have contracted with Cadence had it not believed Cadence's  
18 claims that the [REDACTED] and that this was silicon-proven.  
19 Tachyum's reliance on the slides was justifiable given that (a) the slides were designed to create  
20 the impression that Cadence's claims were backed by actual testing of physical test chips, and (b)  
21 Tachyum had no means of testing Cadence's claims independently prior to signing the contracts.  
22 Moreover, Cadence is one of the known leaders in the field and Mr. Danilak had had a positive  
23 prior experience working with Cadence.

24           **C.     False Representations About [REDACTED]**

25           46.     Further misrepresentations by Cadence were in relation to its [REDACTED]  
26 [REDACTED], which are also key system components. These IPs support both the [REDACTED]  
27 [REDACTED] Cadence represented to  
28 Tachyum in the fall of 2019 that its [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]. As for the [REDACTED]  
9 [REDACTED], Tachyum was informed by Cadence after the Contracts and IPA Selection Forms had been  
10 signed that it would not meet [REDACTED]  
11 [REDACTED] Further details about these allegations are  
12 provided below.

13 47. On October 10, 2019, Tachyum and Cadence held a meeting attended by key  
14 personnel of both companies to discuss Tachyum's needs and Cadence's capabilities. At the  
15 meeting, Tachyum explained to Cadence that it needed [REDACTED]  
16 [REDACTED]

17 48. Several days later, on October 14, 2019, Nupur Kandalkar of Cadence emailed  
18 Tachyum to report that [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]

25 49. [REDACTED] on December 20, 2019. On that  
26 date, Ms. Kandalkar explained in an email to Tachyum that [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

5 50. Consistent with that discussion, Addendum J to the January 10, 2020 IPA Selection  
6 Form identified a [REDACTED] that Cadence agreed to provide. Addendum J, item C8  
7 stated the [REDACTED]  
8 [REDACTED] Likewise, Addendum K, item C2 stated that the [REDACTED]  
9 [REDACTED]

10 51. Also in Addendum J, § 3, line AN3, Cadence made a representation of fact about  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 52. In sum, in the contract it presented to Tachyum for signature, Cadence represented  
15 that it had [REDACTED]  
16 [REDACTED]

17 53. These representations by Cadence were false. On information and belief, Cadence  
18 either [REDACTED]  
19 [REDACTED]  
20 [REDACTED] but instead was chosen to ensure a falsified  
21 “successful” outcome.

22 54. Months after the Contracts and IPA Selection Forms were signed, Tachyum  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1           55.     In October 2020, Cadence proposed switching to a [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]

5           56.     As for Cadence's [REDACTED] Tachyum was informed by Cadence in late 2021  
6 —long after Addendum K was signed—that it [REDACTED]  
7 [REDACTED].

8           57.     On information and belief, Ms. Kandalkar and/or one or more other Cadence  
9 employees must have known that Cadence's representations regarding the [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED] On information and belief, such persons include  
17 one or more persons who were copied on Ms. Kandalkar's emails, or who participated on the  
18 R&D team that supposedly approved the [REDACTED], or who prepared the [REDACTED]  
19 [REDACTED], or who provided information, review, or approval in connection with  
20 those materials.

21           58.     Cadence communicated the [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED] Tachyum signed the Contracts  
25 approximately two months later on December 12, 2019.

26           59.     The ability of the [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



[REDACTED]

***D. False Representation About Availability of [REDACTED]***

60. Cadence represented to Tachyum in the fall of 2019 that it had a development roadmap for a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Further details about these allegations are provided below.

61. On October 29, 2019, Dave Kulansky of Cadence sent an email to the “Tachyum team” asking, [REDACTED] Kiran Malwankar of Tachyum responded, [REDACTED] Mr. Kulansky then commented, “[REDACTED].” Other Cadence employees copied on this email string included Nupur Kandalkar, Sanjay Dave, Armin Khalili, Kos Gitchev, Tony Tran, and Duc Le. This exchange appears as follows in the email string:

[REDACTED]

62. Mr. Kulansky’s statement about the [REDACTED] implied that [REDACTED] and (2) development of this IP was already well underway (otherwise, Cadence could not reasonably have expected to meet the stated timeline).

1           63.     This statement by Cadence was false. After the Contracts and an Addendum for a  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] Tachyum spoke to  
6 the other vendor, but it did not have IP at that time that would meet Tachyum's requirements.  
7 Cadence then tried to persuade Tachyum to accept earlier-generation [REDACTED] as a solution, but  
8 that was not acceptable to Tachyum. These facts belie Cadence's pre-contractual representation  
9 that it had a roadmap providing for its [REDACTED].

10           64.     Mr. Kulansky and/or one or more other Cadence employees must have known that  
11 the representation that Cadence's [REDACTED] would be generally available by Q3  
12 2020 was false because the representation related to Cadence's own activities. At a minimum,  
13 those Cadence employees had no reasonable ground to believe their representation was true, as  
14 Cadence's R&D development plans were easily knowable to them. Tachyum lacks sufficient  
15 knowledge to identify each Cadence employee who knew of the fraudulent statements and their  
16 falsity before the Contracts and IPA Selection Forms were signed. On information and belief,  
17 such persons include one or more persons who were cc'ed on Mr. Kulansky's October 29, 2019  
18 emails or who provided information, review, or approval in connection with the emails.

19           65.     Mr. Kulansky sent his October 29, 2019 emails to Tachyum as part of a sales pitch  
20 intended to persuade Tachyum to enter into the Contracts with Cadence, in response to Tachyum's  
21 statement that [REDACTED] was "preferred" and [REDACTED] "is a must have." Tachyum  
22 signed the Contracts approximately two months later on December 12, 2019.

23           66.     Tachyum relied on Cadence's representation about its roadmap for development of  
24 a [REDACTED]. In particular, Tachyum agreed to the overall pricing associated with the  
25 Platinum Project, signed an Addendum for [REDACTED], and devoted time and  
26 resources to Cadence's [REDACTED] instead of identifying an alternative vendor from the start.

27           67.     Tachyum's reliance was justifiable because Cadence is one of the known leaders in  
28 the field that clearly knew its own development plans and capabilities and with whom Tachyum's

1 CEO had had a positive prior experience. It was also reasonable for Tachyum to believe and rely  
2 on Cadence's representations because Cadence had successfully created [REDACTED] for  
3 earlier generations of [REDACTED]. Further, Cadence reinforced its representations by offering  
4 an IPA Selection Form that listed the [REDACTED]  
5 [REDACTED]  
6 [REDACTED] would be released by June 30, 2020 and a "[REDACTED]" would  
7 be released by September 20, 2020. Tachyum therefore had every reason to believe Cadence's  
8 representation was sincere, feasible, and supported by an actual R&D development plan.

9 **IV. Cadence's Breaches of Contract**

10 68. Cadence's fraudulent statements described above presage several related breaches  
11 of contract. Not only did Cadence not have a [REDACTED] or  
12 a [REDACTED] in its R&D team's development plan when the Contracts were signed, it was  
13 never able to deliver those IPs in working condition. Not only did Cadence not confirm the speed  
14 of its [REDACTED] with a fair and true synthesis, it was never able to deliver a [REDACTED]  
15 [REDACTED] However, Cadence's breaches of contract extended much  
16 further than these examples, infecting all of the Contracts either directly or indirectly.

17 ***A. Cadence Failed to Deliver a [REDACTED]***

18 69. In Addendum L to the first IPA Selection Form, the Parties contracted for Cadence  
19 to deliver a [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 70. Early in the Parties' discussions, Tachyum informed Cadence that it needed a  
25 [REDACTED]. Shortly before the Contracts were  
26 signed, Cadence told Tachyum that it would deliver [REDACTED]  
27 [REDACTED]  
28

1 [REDACTED], and it made  
2 related representations about this IP's expected availability as described above.

3 71. Cadence breached Addendum L to the first IPA Selection Form, and thus the IP  
4 Agreement, by failing to deliver the contracted-for [REDACTED]

5 [REDACTED]  
6 [REDACTED]  
7 Second, Cadence ultimately proved unable to deliver a [REDACTED] that complied with certain key  
8 aspects of the [REDACTED]. The following sections provide details  
9 about these separate breaches of contract related to the [REDACTED].

10 **1. Cadence Refused to Deliver a [REDACTED]**

11 72. During the Parties' pre-contractual discussions, they discussed Tachyum's intended  
12 use cases for the [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 73. In this regard, item C13 in Addendum L to the first IPA Selection Form specifies  
17 that the [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED] Other  
24 documents exchanged between the Parties before and after the Contracts were signed confirmed  
25 that this was the intended configuration. Cadence never communicated a different understanding  
26 to Tachyum before the Contracts or IPA Selection Forms were signed.

27 74. In Tachyum's Prodigy® processor design, the [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 75. The IPA Selection Forms confirm that Cadence would implement [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]

17 76. For several months after the Contracts and the first IPA Selection Form were  
18 signed, Tachyum's interactions with Cadence representatives (for example, Amlendu Choubey,  
19 Hassan Refaee, and Dave Kulansky) led Tachyum to believe that Cadence was working to meet  
20 Tachyum's requirements by developing a [REDACTED]  
21 [REDACTED]

22 77. However, in or about June 2020, Cadence informed Tachyum that it intended to  
23 deliver a [REDACTED]  
24 [REDACTED] would not comply with the IP Agreement or meet its needs. However, Cadence management  
25 claimed to interpret the IP Agreement differently.

26 78. Thereafter, the Parties discussed a potential mutual willingness to compromise on a  
27 solution involving [REDACTED]. Although less robust than what Addendum L required, Tachyum  
28 believed it could make do with [REDACTED]. However, the Parties never resolved their dispute. At

1 one point, a Cadence executive stated that Cadence would implement a [REDACTED]  
2 [REDACTED]. The Cadence executive later dropped the demand  
3 for extra payment but said developing the solution would take an extra 14 months—well beyond  
4 Tachyum’s target date for tape-out of its Prodigy® processor. Tachyum continued discussing the  
5 issue with Cadence in the hopes that a solution could be found until the Parties’ relationship ended  
6 for other reasons described below. However, Cadence’s failure to deliver a [REDACTED]  
7 [REDACTED] by the delivery dates specified in Addendum L (or ever) constitutes a breach  
8 of the IP Agreement.

9 **2. Cadence Failed to Deliver an Operational [REDACTED]**

10 79. As stated above, Addendum L to the first IPA Selection Form obligated Cadence to  
11 deliver a [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] was due on February 14, 2021  
16 (confirmed in ECO 1 to Addendum L, but with the deadline moved one day to February 15, 2021).

17 80. The [REDACTED] includes provisions [REDACTED]  
18 [REDACTED] “the most crucial element in maintaining the  
19 proper PCIe system performance and reliability.”<sup>1</sup> [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]

23 81. The [REDACTED] also includes provisions [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26

27 <sup>1</sup> “Why Is Clock Jitter a Big Deal as PCIe 5 Gen Moves Into the Modern Data Center?” in  
28 *DesignNews* (May 17, 2021), available at <https://www.designnews.com/electronics/why-clock-jitter-big-deal-pcie-5-gen-moves-modern-data-center>.

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED] and Cadence had no solution for the issue.  
4 Moreover, Cadence did not inform Tachyum of that fact until on or about September 1, 2021,  
5 nearly 20 months into the project. Cadence's inability to meet the link up time requirements was  
6 the failure that finally convinced Tachyum it needed an alternative to Cadence as an IP vendor.

7 82. In addition to the above issues, Cadence also failed to meet the [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED] was due under Addendum L to the first IPA Selection Form, as amended.

13 83. As the delivery deadlines set forth in Addendum L passed long ago, Cadence's  
14 failure to deliver a compliant [REDACTED] breached the IP Agreement.

15 ***B. Cadence Failed to Deliver a [REDACTED]***

16 84. As discussed above in connection with Tachyum's fraud claim, Tachyum explained  
17 to Cadence that it needed a [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 85. Tachyum contracted for the [REDACTED] in  
22 the IPA Selection Form dated January 10, 2020. Addendum J and Addendum K identify the [REDACTED]  
23 [REDACTED], respectively, as selected IPs.

24 86. For the [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1           87. Tachyum established this deficiency by running synthesis on a design that Cadence  
2 delivered. Cadence employees later stated to Tachyum that [REDACTED]  
3 [REDACTED] before the  
4 Contracts were signed.

5           88. Cadence's own testing and analysis confirmed the speed shortfall. In this regard,  
6 Cadence announced that it had obtained and tested two [REDACTED] in or about the fall  
7 of 2021. Materials provided by Cadence revealed that the test chips achieved silicon validation of  
8 only [REDACTED], respectively. (In this context, [REDACTED].)

9 [REDACTED]  
10 [REDACTED], but Cadence employee Hassan Refaee sent Tachyum  
11 an email [REDACTED]

12 [REDACTED] Another Cadence employee (Tom Wilson) informed Tachyum that, [REDACTED]  
13 [REDACTED]

14           89. With regard to the [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]

19           90. To address the speed issue, Cadence proposed to switch from [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

22           91. Finally, Cadence proposed to redesign its [REDACTED], but that would have taken an  
23 additional 14 months and the new design would not be silicon-proven. The additional lengthy  
24 delay and performance uncertainty were not feasible given Tachyum's schedule for completing its  
25 Prodigy® processor and getting it to market.

26           92. Cadence's failure to deliver a compliant [REDACTED] breached the  
27 IP Agreement.  
28



1           **C.      *Cadence Breached Its Contractual Obligations Related to the*** [REDACTED]

2                   **1.      Cadence Failed to Document the** [REDACTED]

3           93.      Cadence failed to fulfill its contractual obligation, arising from the IP Agreement  
4 and the second IPA Selection Form, to provide documentation defining the many signals that the  
5 [REDACTED]. The  
6 specification defines the [REDACTED]

7 [REDACTED]  
8           94.      Attachment C to the IP Agreement includes a list of design materials that Tachyum  
9 could choose to license, including “[REDACTED].”

10          95.      In Addendum B to the Parties’ second IPA Selection Form, signed on April 30,  
11 2020, Tachyum selected the [REDACTED] and related options. Section 4 of the form  
12 identifies the related Deliverables Cadence was supposed to provide. Item D4 identifies “Users  
13 Guide” as a Deliverable, defined as a [REDACTED]  
14 [REDACTED]  
15 [REDACTED] by 6 weeks after  
16 project start and was to provide an updated Users Guide 12 weeks later for a [REDACTED]

17          96.      Cadence never delivered documentation describing in detail the “[REDACTED]  
18 [REDACTED] In a mid-  
19 October 2020 meeting with Amlendu Choubey of Cadence (also attended, on information and  
20 belief, by other Cadence personnel who work on [REDACTED]), Tachyum notified Cadence that it had  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED] In emails from Tachyum to Mr. Choubey over the next several  
25 days, Tachyum [REDACTED]. Meetings  
26 between the Parties on this issue continued for almost six months, but Cadence never provided the  
27 documentation.  
28

1           97.     Because Cadence did not deliver a complete description of the controller signals,  
2 Tachyum could not integrate the [REDACTED] with its proprietary processor design.  
3 Cadence's failure was in breach of the IP Agreement.

4                   **2.     Cadence Failed to Deliver an Operational [REDACTED]**

5           98.     Addendum B to the Parties' second IPA Selection Form specifies, in item C2, that  
6 Cadence agreed to deliver to Tachyum a [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 device to interoperate with other such devices. On or about September 1, 2021, Cadence informed  
10 Tachyum that its [REDACTED] link up time  
11 requirements. That failure is a breach of the IP Agreement.

12                   **D.     Cadence Failed to Deliver a Compliant [REDACTED]**

13           99.     Attachment C to the IP Agreement lists "Design IP Design Materials Available for  
14 Selection" and provides that "[REDACTED]"

15 [REDACTED]  
16 [REDACTED]  
17           100.    In fact, after the Contracts were signed, Cadence did *not* make the [REDACTED]

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED] available to Tachyum breached the IP Agreement.

26           101.    Before Cadence informed Tachyum that it would not be able to deliver a [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] These failures also represent breaches of the IP Agreement.

6 102. As a result of Cadence's failure to make available or deliver the required [REDACTED]  
7 [REDACTED]  
8 [REDACTED] thereby negatively affecting the cost of Tachyum's solution.

9 **V. Tachyum's Complaints and Cadence's Responses**

10 103. Cadence's multiple failures to deliver the contracted-for technology, as described  
11 above, or to meet the schedules for doing the same led to complaints by Tachyum and, eventually,  
12 to disputes over Cadence's right to further payments and Tachyum's right to a refund of amounts  
13 already paid.

14 104. At least as early as June 22, 2020, Elena Zokhidova of Tachyum raised a laundry  
15 list of Cadence failures via email with Cadence, including, but not limited to, failures related to the  
16 [REDACTED] In that email, Tachyum informed Cadence that its  
17 funding from the government of Slovakia and the European Union for Prodigy® development  
18 meant that "[b]ased on the EU and SK procurement rules we can't release payments in light of  
19 purchased IP not being delivered, not meeting contractual requirements."

20 105. After ongoing discussions during the next several months, Tachyum provided a  
21 "Status Summary" to Cadence on or about December 7, 2020. In the summary and Tachyum's  
22 related discussions with Cadence, Tachyum pointed out that Cadence was unable to deliver a  
23 [REDACTED]. Tachyum  
24 therefore requested that those items and the related payments be removed from the IP Agreement.  
25 [REDACTED]  
26 [REDACTED] still had not  
27 been provided. Tachyum said that related payments would have to be delayed due to Cadence's  
28 failures, which breached the IP Agreement.

1           106. After still further discussions between the Parties, a meeting was held to discuss  
2 Platinum Project and related payment issues on or about March 4, 2021. There, Tachyum again  
3 highlighted Cadence's continued failure to provide compliant 112G [REDACTED]  
4 [REDACTED] Tachyum explained that Cadence had induced Tachyum to enter into the Contracts  
5 —selecting Cadence over its competitors—through misrepresentations. Tachyum reiterated that  
6 Slovakian and/or EU rules limited Tachyum's ability to make further payments to Cadence before  
7 compliant IP had been delivered. And Tachyum explained that Cadence's failures were delaying  
8 Tachyum's tape-out of its Prodigy® processor, thereby increasing Tachyum's operating expenses  
9 and causing Tachyum to lose revenue. Tachyum therefore demanded again that the [REDACTED]  
10 and related payments be removed from the IP Agreement and that the schedules for Tachyum's  
11 payments to Cadence and Tachyum's access to Cadence software under the eDAcard Agreement  
12 be extended further.

13           107. On or about March 22, 2021, Tachyum provided another presentation to Cadence  
14 regarding its dissatisfaction with Cadence's performance under the Contracts. In addition to the  
15 issues described in the preceding paragraph, Tachyum noted that it had to procure [REDACTED]  
16 [REDACTED] from other vendors for a planned demonstration of its technology to its government backers  
17 later in Q1 2021.

18           108. Despite Cadence's ongoing breaches and the Parties' related discussions, the  
19 Parties were unable to resolve the open issues except to sign several Amendments and Change  
20 Orders extending the terms of the eDAcard Agreement and SOW (due to Cadence's delays in  
21 delivering IPs and performing related support services) and addressing related payment amounts  
22 and schedules.

23           109. In late 2020 or early 2021, Cadence asked Tachyum to sign a document stating that  
24 Cadence had delivered the [REDACTED] to Tachyum as required by the IP Agreement. On  
25 information and belief, including based on a statement by Tony Tran of Cadence to Radoslav  
26 Danilak of Tachyum, the purpose of Cadence's request was to avoid the need for Cadence to  
27 restate revenue associated with the [REDACTED]. Tachyum refused to sign the document and  
28 informed Cadence that it considered the request to be fraudulent.

1 110. By late 2021, Tachyum determined that Cadence’s technology failures and delays  
2 meant that Tachyum would need to source several major IPs (including the [REDACTED]  
3 [REDACTED]) from other  
4 suppliers. Tachyum made preliminary arrangements with three other vendors to provide various  
5 IPs and requested a full refund of amounts paid by Tachyum under the IP Agreement.

6 111. Because it would have been highly disruptive for Tachyum to switch to different  
7 software or bring a new engineering support team up to speed, Tachyum intended to continue  
8 using Cadence software under the eDAcard Agreement and Cadence support services under the  
9 SOW. However, Cadence presented roadblocks on each front.

10 112. With respect to the SOW, Tachyum sought to have Cadence continue providing  
11 services under the SOW in connection with the Platinum Project, including integration of the  
12 third-party IPs into Tachyum’s processor design. Under Section 12 of the SOW, [REDACTED]

13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]. Sections 1.1 and 2.1-2.3 of the SOW listed tasks that  
19 Cadence might perform under the SOW, including, but not limited to, [REDACTED] [REDACTED]  
20 [REDACTED]

21 113. Despite its obligations under the SOW, Cadence took the position that performing  
22 services with respect to third-party IPs would present confidentiality issues. Cadence’s claimed  
23 concerns were specious, as Section 2.5 of the applicable Terms & Conditions contemplates that  
24 Cadence’s support services might comprise use of third-party IP, providing that [REDACTED]

25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]” None of the other vendors—  
28 Cadence’s competitors—stated such concerns, and Tachyum took steps to negotiate a non-

1 disclosure agreement (NDA) with Cadence and the other vendors that would have addressed any  
2 possible confidentiality concerns. In the end, however, Cadence declined to sign the NDA or  
3 provide services (which Tachyum was paying for under the SOW) to integrate third-party IPs into  
4 Tachyum's processor design. A Cadence executive told Tachyum's CEO that Cadence simply  
5 didn't want to do the work. This refusal was a breach of the SOW.

6 114. Cadence also stopped providing support, including [REDACTED],  
7 for parts of the Platinum Project that did not require access to third-party IP—again, despite the  
8 fact that Cadence was charging Tachyum for the time. On information and belief, Cadence  
9 reassigned some of its engineering resources to other projects and refused to let a [REDACTED]  
10 perform support services for Tachyum despite being idle.

11 115. With respect to the eDAcard Agreement, Cadence refused to extend its term except  
12 upon conditions that were unreasonable and unacceptable to Tachyum, including that (1) the  
13 eDAcard extension would be part of a global settlement that would not adequately compensate  
14 Tachyum for Cadence's breaches; (2) Tachyum would have to pay for an extended license in full  
15 and up front rather than over time; (3) Cadence would [REDACTED]  
16 [REDACTED] rather than the  
17 existing eDAcard pricing, [REDACTED]  
18 [REDACTED]; and (4) Tachyum had to select the license term in advance despite the uncertain  
19 timing of the project completion due to Cadence's breaches.

20 116. Given that Cadence had engineering resources available for the Tachyum project,  
21 that Cadence could give Tachyum [REDACTED], and that Tachyum was  
22 willing to pay for ongoing support services and eDAcard access, Cadence's freezing of support  
23 services and refusal to extend the eDAcard Agreement on reasonable terms led Tachyum to  
24 believe that Cadence was retaliating against Tachyum for requesting a refund under the IP  
25 Agreement. Tachyum heard multiple Cadence representatives say that [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28

1 117. Tachyum became suspicious about another possible motive for Cadence’s refusal  
2 to continue providing support services or to extend Tachyum’s software access—and, indeed, for  
3 Cadence’s failure to successfully implement a wide range of different IPs that should have been  
4 within its capabilities—when Tachyum learned that Cadence’s then-CEO, Lip-Bu Tan held  
5 positions of responsibility that gave him a professional and financial interest in competitors of  
6 Tachyum. These include his position as a member of the board of directors of two of Tachyum’s  
7 competitors, SambaNova (where he is chairman of the board) and Nuvia (acquired by Qualcomm  
8 in mid-2021), as well as his leadership role at two venture capital firms (Walden International and  
9 Walden Catalyst) that invest in companies that include Tachyum competitors. These positions  
10 held by Mr. Tan presented clear conflicts of interest, and Tachyum intends to investigate the  
11 extent to which he directly or indirectly affected Cadence’s conduct vis-à-vis Tachyum.

12 **VI. Cadence’s Termination of Tachyum’s Access to eDAcard Software**

13 118. As explained above, Tachyum attempted to negotiate an extension of the eDAcard  
14 Agreement in late 2021, but Cadence refused to agree to an extension on reasonable terms.

15 119. On or about June 13, 2022, after the eDAcard Agreement’s existing term expired,  
16 without notice to Tachyum, Cadence terminated Tachyum’s access to the software that previously  
17 had been made available under the eDAcard Agreement. At that time, Tachyum had [REDACTED]  
18 [REDACTED] under the eDAcard Agreement for which Cadence has invoiced  
19 Tachyum and demanded payment.

20 120. Although Tachyum was unable to use most of the Cadence IPs and most of the  
21 work product produced by Cadence under the SOW, Tachyum had made use of the eDAcard  
22 software to design parts of the Prodigy® processor core. Tachyum intended to continue using the  
23 eDAcard software for other standard processes such as simulation and synthesis that are used to  
24 test a processor design and translate it into a format that can be used for manufacturing.

25 121. Tachyum would not have needed continued access to the eDAcard software after  
26 the expiration of the eDAcard Agreement but for the Cadence’s fraudulent acts and breaches of  
27 contract, which enticed Tachyum to enter into the Contracts and delayed completing the Prodigy®  
28 processor design.

1 122. Although other vendors provide software tools akin to the Cadence tools used by  
2 Tachyum under the eDAcard Agreement, the other vendors' tools are not compatible with the  
3 design files created by Tachyum using Cadence's tools. As a result, switching to another vendor  
4 will require scrapping the designs created by Tachyum with Cadence's tools and recreating the  
5 designs using a new vendor's tools. Tachyum estimates that process will further delay the tape-  
6 out and release of the Prodigy® processor of six to nine months.

7 123. Switching to another vendor's software tools will also require that Tachyum's  
8 hardware engineers be trained on the new tools, causing additional delays and increasing the risk  
9 of errors due to the engineers' unfamiliarity with the new tools.

10 124. Negotiating a software license from another vendor on a standalone basis, rather  
11 than as part of the package as in the case of the Contracts, will result in much higher prices that  
12 Tachyum will have to pay for software access.

## 13 **VII. Tachyum's Lost Business**

14 125. Cadence's contract breaches and acts of fraud have caused many concrete business  
15 opportunities that are or were available to Tachyum being lost, delayed, or threatened, with actual  
16 or threatened money damages to Tachyum in the hundreds of millions of dollars.

17 126. As an example, the Barcelona Supercomputing Center (BSC) in Spain has been  
18 selected as the site for a cutting-edge pre-exascale supercomputer called MareNostrum 5. The  
19 project is being funded by the European Union's EuroHPC Joint Undertaking and several EU  
20 member states. Tachyum's wholly-owned Slovakian subsidiary, Tachyum s.r.o., signed a  
21 Memorandum of Understanding with BSC in December 2021 to pave the way for cooperation  
22 between them. Tachyum is informed and believes that had Cadence performed under the  
23 Contracts as promised or had Tachyum not been enticed to select Cadence as a vendor by  
24 Cadence's misrepresentations, Tachyum s.r.o. would have been able to bid on the MareNostrum  
25 5project by the February 2022 deadline—either directly or as a supplier of Prodigy® processors to  
26 a Tachyum partner such as Atos SE or World Wide Technology, Inc. (WWT). Tachyum is  
27 informed and believes that Tachyum s.r.o. would have been selected in one role or the other due to  
28 the Prodigy® processors' superior ability to meet key selection criteria, including performance



1 and cost, as well as the advantage that Tachyum s.r.o. would have had as a European bidder in  
2 view of BSC's stated "commit[ment] to developing European hardware to be used in future  
3 generations of supercomputers and helping to achieve technological sovereignty for the EU's  
4 member states." Instead, Atos was announced as the winner on or about June 16, 2022. It was  
5 further reported that Atos will use processors supplied by NVIDIA, an American company,  
6 because, on information and belief, no European company could supply processors meeting the  
7 key selection criteria. The EuroHPC Joint Undertaking stated in its bid call that the estimated total  
8 value for the project is €151,410,000, equating to approximately \$159,000,000 at current exchange  
9 rates. Tachyum has been damaged by that amount or a substantial portion thereof.

10 127. As another example, Tachyum s.r.o. has received and expects to continue receiving  
11 pre-orders for Prodigy® processors and the Prodigy® Evaluation Platform, which Tachyum  
12 customers can use to evaluate and test Prodigy® processors in a high-performance server form  
13 factor. The pre-orders will be fulfilled by Tachyum s.r.o., Tachyum Inc., or both. The value of  
14 the pre-orders received to date exceeds \$20 million. The delays caused by Cadence's breaches of  
15 contract and fraudulent contact have delayed delivery of the pre-ordered Prodigy® Evaluation  
16 Platforms as well as Tachyum's receipt of the corresponding revenue.

17 128. On information and belief, Tachyum will lose additional business and revenue  
18 opportunities in the coming months due to Cadence's breaches of contract and fraudulent contract.  
19 The additional delays caused by Cadence's termination of Tachyum's eDacard access and  
20 Tachyum's resulting need to switch to a new software vendor will likely exacerbate these  
21 damages.

22 **FIRST CAUSE OF ACTION**  
23 **(AGAINST CADENCE FOR BREACH OF CONTRACT)**

24 129. Tachyum repeats and realleges each allegation in the foregoing paragraphs of this  
25 Complaint.

26 130. The Contracts (the IP Agreement, SOW, and eDacard Agreement) and the IPA  
27 Selection Forms were valid contracts entered into by Cadence and Tachyum.  
28

1           131. Tachyum performed its obligations under the Contracts and the IPA Selection  
2 Forms, such as by making the contractually required payments, at least until Cadence breached its  
3 contractual obligations by failing to deliver the IPs and services it had agreed to provide. To the  
4 extent Tachyum withheld payments specified by the Contracts and the IPA Selection Forms, its  
5 payment obligations were excused by Cadence's failure to deliver the promised IPs and services.

6           132. In particular, as alleged in more detail above and incorporated into this cause of  
7 action by reference, Cadence failed to deliver any of the following items it contractually promised  
8 to provide to Tachyum: [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]. Each of these failures was a

14 separate and independent breach of the Contract(s) and/or IPA Selection Form(s) in which the  
15 promise(s) to deliver the particular IP was made. Cadence also breached the SOW by refusing to  
16 perform required services.

17           133. Cadence's breaches damaged Tachyum. Tachyum obtained no value from  
18 Cadence's IPs promised under the IP Agreement and IPA Selection Forms but not delivered, and  
19 thus was damaged to the extent of the payments it made under those contracts. Tachyum also  
20 spent money on related services and software access under the SOW and the eDAcad Agreement  
21 for which it obtained only very limited value as a result of Cadence's breaches, and thus it was  
22 damaged to the extent of payments made under the SOW and the eDAcad Agreement. Tachyum  
23 claims monetary damages of at least [REDACTED] in connection with these harms, representing  
24 amounts that Tachyum paid Cadence under the Contracts.

25           134. Tachyum has suffered additional expense due to having to license replacement IPs  
26 from other vendors to replace the Cadence IPs and having to modify its own designs to integrate  
27 with the replacement IPs. Tachyum lost approximately two years of engineering cost and other  
28 operating expenses attempting to work with Cadence technology in connection with the Platinum

1 Project. Cadence's failure to deliver the promised IPs also delayed Tachyum's development and  
2 commercialization of its Prodigy® processor, causing lost profits and increasing Tachyum's cost  
3 of access to capital. Cadence compounded the harm by ending Tachyum's access to eDAcard  
4 software, thereby causing Tachyum to incur expense from licensing replacement software,  
5 retraining Tachyum engineers to use the replacement software, and using the replacement software  
6 to recreate processor components. The delays caused by Cadence's termination of access to  
7 eDAcard software will also cause Tachyum to lose customers, revenues, and profits. Tachyum  
8 claims monetary damages of at least \$206 million in connection with these harms, which continue  
9 to accrue to Tachyum. The amount of Tachyum's damages cannot be determined with precision at  
10 this time and will be proven at trial.

11 135. Insofar as any of the foregoing items of damages are deemed special damages  
12 because they are found not to arise directly and inevitably from any similar breach of any similar  
13 agreement, but rather are found to be secondary and derivative losses arising from circumstances  
14 that are particular to the contract or to the parties, Tachyum is entitled to recover them. Special  
15 damages are warranted because Tachyum communicated the special or particular circumstances  
16 from which the damages arise to Cadence and Cadence knew of them. Tachyum explained in  
17 great detail, and Cadence understood and knew or should have known at the time of contracting,  
18 that Tachyum needed the contracted-for IPs for its Prodigy® processor. Although the Contracts  
19 contain provisions limiting or barring special or consequential damages, they are unenforceable  
20 due to Cadence's intentional, grossly negligent, and/or fraudulent conduct in connection with the  
21 breaches on which this cause of action is based.

22 WHEREFORE, judgment is prayed as hereinafter set forth.

23 **SECOND CAUSE OF ACTION**  
24 **(AGAINST CADENCE FOR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

25 136. Tachyum repeats and realleges each allegation in the foregoing paragraphs of this  
26 Complaint.

27 137. The Contracts (the IP Agreement, SOW, and eDAcard Agreement) and the IPA  
28 Selection Forms were valid contracts entered into by Cadence and Tachyum. Each of these

1 contracts contained an implied promise of good faith and fair dealing, requiring that each party  
2 refrain from doing anything to unfairly interfere with the right of the other party to receive the  
3 benefits of the contract.

4 138. Tachyum performed its obligations under the Contracts and the IPA Selection  
5 Forms, such as by making the contractually required payments, at least until Cadence breached its  
6 contractual obligations by failing to deliver the IPs and services it had agreed to provide. To the  
7 extent Tachyum withheld payments specified by the Contracts and the IPA Selection Forms, its  
8 payment obligations were excused by Cadence's failure to deliver the promised IPs and services.

9 139. Cadence prevented Tachyum from receiving the benefits of the Contracts and the  
10 IPA Selection Forms by failing to deliver any of the following items it contractually promised to  
11 provide to Tachyum: [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED] Each of these failures was a

17 separate and independent breach of the Contract(s) and/or IPA Selection Form(s) in which the  
18 promise(s) to deliver the particular IP was made. Cadence also breached the SOW by refusing to  
19 perform required services.

20 140. By failing to deliver the promised IPs and support services, Cadence did not act  
21 fairly and in good faith. [REDACTED]

22 [REDACTED]  
23 [REDACTED] As a further

24 example, in the case of the integration of third-party IP into the Tachyum processor, Cadence  
25 failed to engage fairly and in good faith with Tachyum and its third-party suppliers to address  
26 Cadence's alleged confidentiality concerns.

27 141. Cadence's conduct harmed Tachyum and deprived it of the benefits of the  
28 Contracts and the IP Selection Forms. Tachyum obtained no value from Cadence's IPs promised

1 under the IP Agreement and IPA Selection Forms but not delivered, and thus was damaged to the  
2 extent of the payments it made under those contracts. Tachyum also spent money on related  
3 services and software access under the SOW and the eDAcard Agreement for which it obtained  
4 only very limited value as a result of Cadence's breaches, and thus it was damaged to the extent of  
5 payments made under the SOW and the eDAcard Agreement. Tachyum claims monetary damages  
6 of at least [REDACTED] in connection with these harms, representing amounts that Tachyum paid  
7 Cadence under the Contracts.

8 142. Tachyum has suffered additional expense due to having to license replacement IPs  
9 from other vendors to replace the Cadence IPs and having to modify its own designs to integrate  
10 with the replacement IPs. Tachyum lost approximately two years of engineering cost and other  
11 operating expenses attempting to work with Cadence technology in connection with the Platinum  
12 Project. Cadence's failure to deliver the promised IPs also delayed Tachyum's development and  
13 commercialization of its Prodigy® processor, causing lost profits and increasing Tachyum's cost  
14 of Tachyum's access to capital. Cadence compounded the harm by ending Tachyum's access to  
15 eDAcard software, thereby causing Tachyum to incur expense from licensing replacement  
16 software, retraining Tachyum engineers to use the replacement software, and using the  
17 replacement software to recreate processor components. The delays caused by Cadence's  
18 termination of access to eDAcard software will also cause Tachyum to lose customers, revenues,  
19 and profits. Tachyum claims monetary damages of at least \$206 million in connection with these  
20 harms, which continue to accrue to Tachyum. The amount of Tachyum's damages cannot be  
21 determined with precision at this time and will be proven at trial.

22 143. Insofar as any of the foregoing items of damages are deemed special damages  
23 because they are found not to arise directly and inevitably from any similar breach of any similar  
24 agreement, but rather are found to be secondary and derivative losses arising from circumstances  
25 that are particular to the contract or to the parties, Tachyum is entitled to recover them. Special  
26 damages are warranted because Tachyum communicated the special or particular circumstances  
27 from which the damages arise to Cadence and Cadence knew of them. Tachyum explained in  
28 great detail, and Cadence understood and knew or should have known at the time of contracting,

1 that Tachyum needed the contracted-for IPs to develop its Prodigy® processor. Although the  
2 Contracts contain provisions limiting or barring special or consequential damages, they are  
3 unenforceable due to Cadence’s intentional, grossly negligent, and/or fraudulent conduct in  
4 connection with the breaches on which this cause of action is based.

5 WHEREFORE, judgment is prayed as hereinafter set forth.

6 **THIRD CAUSE OF ACTION**  
7 **(AGAINST ALL DEFENDANTS FOR FRAUD)**

8 144. Tachyum repeats and realleges each allegation in the foregoing paragraphs of this  
9 Complaint.

10 145. As set forth above, Cadence represented to Tachyum before the Contracts were  
11 signed that [REDACTED]

12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 146. On information and belief, each of these express and implied representations was  
20 false. Cadence did not have a development plan for a [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED] And Cadence  
25 did not have a development plan for a [REDACTED] in place when the representation  
26 was made and had not begun development of that IP.

27 147. On information and belief, the Cadence employees who made the false statements  
28 (identified above) and/or other Cadence employees who were informed of the statements (whose

1 identities are unknown to Tachyum and will be learned through discovery from Cadence, which is  
2 in a better position to know their identities) knew of their falsity at or near the time the statements  
3 were made and failed to inform Tachyum or cause Tachyum to be informed of the true facts.

4 148. Cadence made the false representations, which occurred in the course of pre-  
5 contractual discussions between Cadence and Tachyum, with the intent to induce Tachyum's  
6 reliance thereon. Specifically, Cadence intended to induce Tachyum to choose Cadence over  
7 competing vendors and enter into the Contracts and/or the IPA Selection Forms. Tachyum had  
8 informed Cadence of its needs and requirements, and each of Cadence's misrepresentations was  
9 tailored to convince Tachyum that Cadence could and would meet those needs and requirements.

10 149. Tachyum relied on Cadence's misrepresentations in deciding to sign the Contracts  
11 and IPA Selection Forms and devoting extensive time and resources to their implementation. Had  
12 Tachyum known that the representations were false, it would not have signed the Contracts or IPA  
13 Selection Forms and would instead have selected a different vendor.

14 150. Tachyum's reliance on Cadence's misrepresentations was justifiable because (i)  
15 Cadence had a leading reputation in the industry, Tachyum's CEO had had a prior positive  
16 experience with Cadence, and Cadence had successfully designed early-generation versions of the  
17 IPs ordered by Tachyum; (ii) Cadence's misrepresentations were specific and detailed, they were  
18 provided by and communicated to multiple Cadence employees, and they were originally stated or  
19 confirmed in writing; and (iii) in some instances, Cadence repeated the misrepresentations directly  
20 in the Contracts and/or made contractual promises to deliver IPs conforming to the statements.

21 151. Tachyum was harmed by Cadence's statements in that it spent money under the  
22 Contracts and the IPA Selection Forms for which it received no value; it devoted extensive  
23 personnel hours and other resources trying to work with Cadence's IP, which resources were lost;  
24 it was forced to spend money on more expensive third-party substitutes for Cadence's IP and on  
25 integrating those substitutes with its own technology; and its Prodigy® processor tape-out and  
26 release were delayed, resulting in delayed and/or lost profits and increasing Tachyum's cost of  
27 access to capital. Cadence compounded the harm by ending Tachyum's access to eDAcard  
28 software, thereby causing Tachyum to incur expense from licensing replacement software,

1 retraining Tachyum engineers to use the replacement software, and using the replacement software  
2 to recreate processor components. The delays caused by Cadence's termination of access to  
3 eDAcard software will also cause Tachyum to lose customers, revenues, and profits. Tachyum  
4 claims monetary damages of at least \$211 million in connection with these harms, which continue  
5 to accrue to Tachyum. The amount of Tachyum's damages cannot be determined with precision at  
6 this time and will be proven at trial.

7 152. Defendants, or one or more of them, acted willfully and maliciously in committing  
8 their fraudulent acts, entitling Tachyum to an award of exemplary and/or punitive damages.

9 153. Defendants, or some of them, are jointly and severally liable for any monetary  
10 remedy awarded to Tachyum based on their fraudulent acts.

11 WHEREFORE, judgment is prayed as hereinafter set forth.

12 **FOURTH CAUSE OF ACTION**  
13 **(AGAINST ALL DEFENDANTS FOR NEGLIGENT MISREPRESENTATION)**

14 154. Tachyum repeats and realleges each allegation in the foregoing paragraphs of this  
15 Complaint.

16 155. As set forth above, Cadence represented to Tachyum before the Contracts were  
17 signed that [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 156. On information and belief, each of these express and implied representations was  
26 false. Cadence did not have a development plan for a [REDACTED]

27 [REDACTED]

28 [REDACTED]



1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED] in place when the representation  
4 was made and had not begun development of that IP.

5 157. On information and belief, the Cadence employees who made the false statements  
6 (identified above) and/or other Cadence employees who were informed of the statements (whose  
7 identities are unknown to Tachyum and will be learned through discovery from Cadence, which is  
8 in a better position to know their identities) had no reasonable ground for believing that these false  
9 representations were true at the time they were made or thereafter because each misrepresentation  
10 related to Cadence's activities and its development of its products, and Cadence has knowledge of,  
11 and/or has access to information about, its own internal operations.

12 158. Cadence made the false representations, which occurred in the course of pre-  
13 contractual discussions between Cadence and Tachyum, with the intent to induce Tachyum's  
14 reliance thereon. Specifically, Cadence intended to induce Tachyum to choose Cadence over  
15 competing vendors and enter into the Contracts and/or the IPA Selection Forms. Tachyum had  
16 informed Cadence of its needs and requirements, and each of Cadence's misrepresentations was  
17 tailored to convince Tachyum that Cadence could and would meet those needs and requirements.

18 159. Tachyum relied on Cadence's misrepresentations in deciding to sign the Contracts  
19 and IPA Selection Forms and devoting extensive time and resources to their implementation. Had  
20 Tachyum known that the representations were false, it would not have signed the Contracts or IPA  
21 Selection Forms and would instead have selected a different vendor.

22 160. Tachyum's reliance on Cadence's misrepresentations was justifiable because (i)  
23 Cadence had a leading reputation in the industry, Tachyum's CEO had had a prior positive  
24 experience with Cadence, and Cadence had successfully designed early-generation versions of the  
25 IPs ordered by Tachyum; (ii) Cadence's misrepresentations were specific and detailed, they were  
26 provided by and communicated to multiple Cadence employees, and they were originally stated or  
27 confirmed in writing; and (iii) in some instances, Cadence repeated the misrepresentations directly  
28 in the Contracts and/or made contractual promises to deliver IPs conforming to the statements.

161. Tachyum was harmed by Cadence's statements in that it spent money under the Contracts and IPA Selection Forms for which it received no value; it devoted extensive personnel hours and other resources trying to work with Cadence's IP, which resources were lost; it was forced to spend money on more expensive third-party substitutes for Cadence's IP and on integrating those substitutes with its own technology; and its Prodigy® processor tape-out and release were delayed, resulting in delayed and/or lost profits and increasing Tachyum's cost of access to capital. Cadence compounded the harm by ending Tachyum's access to eDAcard software, thereby causing Tachyum to incur expense from licensing replacement software, retraining Tachyum engineers to use the replacement software, and using the replacement software to recreate processor components. The delays caused by Cadence's termination of access to eDAcard software will also cause Tachyum to lose customers, revenues, and profits. Tachyum claims monetary damages of at least \$211 million in connection with these harms, which continue to accrue to Tachyum. The amount of Tachyum's damages cannot be determined with precision at this time and will be proven at trial.

162. Defendants, or some of them, are jointly and severally liable for any monetary remedy awarded to Tachyum based on their fraudulent acts.

WHEREFORE, judgment is prayed as hereinafter set forth.

**FIFTH CAUSE OF ACTION**  
**(AGAINST CADENCE FOR VIOLATION OF CAL. B&P CODE §§ 17200 ET SEQ.)**

163. Tachyum repeats and realleges each allegation in the foregoing paragraphs of this Complaint.

164. Cadence's deceitful and bad faith conduct described herein represents an unlawful, unfair, and/or fraudulent business act or practice within the meaning of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

165. Tachyum lacks an adequate remedy at law for Cadence's unlawful, unfair, and fraudulent business acts and practices. Absent injunctive relief issued pursuant to Cal. Bus. & Prof. Code § 17203, Tachyum is informed and believes that Cadence is likely to continue its acts of unfair competition directed at Tachyum and other actual and potential customers.

1 166. Cadence, by means of its acts of unfair competition, acquired money and property  
2 from Tachyum that should be restored to Tachyum pursuant to Cal. Bus. & Prof. Code § 17203.

3 WHEREFORE, judgment is prayed as hereinafter set forth.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff Tachyum Inc. prays for judgment against Defendants Cadence  
6 Design Systems, Inc. and Does 1-25, inclusive, as follows:

7 a. Against Cadence on Tachyum's First and Second Causes of Action: For general  
8 and special damages in amounts of at least [REDACTED] and \$206 million, respectively, according  
9 to proof;

10 b. Against all Defendants on Tachyum's Third and Fourth Causes of Action: For  
11 compensatory damages of at least \$211 million, according to proof.

12 c. Against Cadence on Tachyum's Third and Fourth Causes of Action: For rescission  
13 of one or more of the IP Agreement, eDAcard Agreement, and SOW.

14 d. Against Cadence on Tachyum's Fifth Cause of Action: For restitution of all money  
15 and property received by Cadence from Tachyum by means of its acts of unfair competition, in an  
16 amount according to proof;

17 e. Against all Defendants on Tachyum's Third Cause of Action: For punitive and/or  
18 exemplary damages in an amount to be determined according to proof.

19 f. Against all Defendants on all Causes of Action: For a declaration of Tachyum and  
20 Defendants' respective rights, duties, interests, and obligations;

21 g. Against Cadence on Tachyum's Fifth Cause of Action: For a permanent injunction  
22 prohibiting Cadence and all persons and entities in active concert with Cadence from continuing to  
23 engage in the acts of unfair competition described herein; and

24 h. For such other and further relief as the Court may deem proper.

25 **REQUEST FOR A JURY TRIAL**

26 Plaintiff Tachyum Inc. respectfully requests a trial by jury on all matters so triable.  
27  
28

1 Dated: July 11, 2022

RIMON, P.C.

2  
3 By:



4 Matthew H. Poppe

5 Gabriel G. Gregg

6 Kenneth J. Halpern

7 STRIS & MAHER LLP

8 Attorneys for Plaintiff TACHYUM INC.  
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Signed this 11th day of July, 2022 in Las Vegas, Nevada.

David E.

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Radoslav Danilak