

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported)

December 16, 2005

Lattice Semiconductor Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)
Identification No.)

000-18032
(Commission File Number)

93-0835214
(IRS Employer)

**5555 N. E. Moore Court
Hillsboro, Oregon 97124-6421**
(Address of principal executive offices, including zip code)

(503) 268-8000
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into Material Definitive Agreement.

Stipulation of Settlement of Derivative Claims

On December 19, 2005, the special litigation committee of the board of directors of Lattice Semiconductor Corporation (the "Company"), on behalf of the Company, entered into a stipulation of settlement with plaintiffs' and defendants' counsel to settle the previously disclosed putative shareholder derivative litigation against certain of the Company's current and former directors and officers and the Company, as a nominal defendant (the "Stipulation"). The Stipulation was entered into for the sole purpose of resolving contested claims and disputes, as well as avoiding the substantial cost, expenses and uncertainties associated with protracted and complex litigation. The Stipulation does not contain any finding of fault or admission of wrongdoing or liability on the part of the Company or any of the individual defendants in the litigation.

As a condition to the settlement, the Company's board of directors will adopt certain corporate governance policies (the "Corporate Governance Policies"), which are specified in the Stipulation. The Corporate Governance Policies relate to: board of director independence; the appointment and responsibilities of the chairman of the board and a lead independent director to be appointed in the event the chairman is not independent; the responsibilities of the nominating and governance committee; the authority of the board, the committees of the board and the independent directors to retain legal or other advisors at the Company's expense; director education and self-evaluation; evaluation of the chief executive officer's compensation; changes in employment status of directors; required time commitment for Company-related business; director term limits; retention of shares acquired by directors while serving on the board; and resignations of directors in connection with uncontested elections in which directors receive a greater number of "withheld" votes than "for" votes. The Corporate Governance Policies will be published in the Company's next annual report on Form 10-K and will remain in effect indefinitely unless the board of directors, acting through a majority of its non-management directors, determines in a good faith exercise of business judgment that the measures are no longer necessary or appropriate, or that they should be modified. Further, the Stipulation provides that the Company will pay an aggregate amount of

\$900,000 in fees and expenses to plaintiff's counsel (the "Attorneys' Fees") to compensate for their efforts in filing and prosecuting the litigation and for their role in obtaining the Corporate Governance Policies for the Company. Finally, under the terms of the Stipulation, the Company, the plaintiffs and each stockholder of Lattice shall be deemed to have released the individual defendants (together with their representatives and other affiliated persons) and affiliated persons of the Company from any and all claims, including unknown claims, relating to the matter asserted or that could have been asserted in the litigation.

The Stipulation is subject to and conditioned upon final approval by the Circuit Court of Oregon, County of Washington, after public notice of the proposed settlement, and will become effective only if the board of directors adopts the Corporate Governance Policies and if the Company pays the Attorney's Fees. The text of the Stipulation will be filed with the Company's forthcoming annual report on Form 10-K. A press release issued by the Company regarding the Stipulation is filed as Exhibit 99.1 hereto.

Mutual Release

On December 16, 2005, in connection with the resignation of Cyrus Y. Tsui from the board of directors of the Company (as described in Item 5.02 below), the Company and Mr. Tsui entered into a Settlement Agreement and Release (the "Release Agreement"). Under the terms of the Release Agreement, Mr. Tsui and the Company agreed to a mutual general release whereby each released the other (together with their respective representatives and other affiliated persons) from any and all claims, including unknown claims, arising out of Mr. Tsui's prior involvement with the Company, with certain exceptions. The foregoing summary of the Release Agreement is qualified in its entirety by the text of the Release Agreement, which is filed as Exhibit 99.2 hereto and is incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Cyrus Y. Tsui resigned from the board of directors of the Company, effective as of the effective date of

the Release Agreement, which is expected to be on December 24, 2005.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Press Release relating to Stipulation, dated December 21, 2005
99.2	Release Agreement between the Company and Cyrus Y. Tsui, dated December 16, 2005

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LATTICE SEMICONDUCTOR CORPORATION

Date: December 21, 2005

By: /s/ Jan Johannessen
Jan Johannessen Senior Vice President and
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
99.1	Press Release relating to Stipulation, dated December 21, 2005
99.2	Release Agreement between the Company and Cyrus Y. Tsui, dated December 16, 2005



For more information contact:

News Release

Jan Johannessen
Chief Financial Officer

Lattice Semiconductor Corporation
 (503) 268-8000 voice
 (503) 268-8601 fax

LATTICE SEMICONDUCTOR SETTLES DERIVATIVE LITIGATION

HILLSBORO, OR - December 21, 2005 - Lattice Semiconductor Corporation

(NASDAQ: LSCC) today announced that it has reached a comprehensive agreement to settle the consolidated shareholder derivative litigation, pending in the Circuit Court of the State of Oregon, County of Washington, against a number of Lattice's former and current executive officers and directors. Under the terms of the proposed settlement, the derivative litigation will be dismissed. Lattice will pay the agreed upon fees and expenses of the plaintiffs' attorneys, and will adopt certain changes to its corporate governance policies. The settlement expressly provides that neither Lattice nor any individuals admit or concede any wrongdoing of any kind.

The financial part of the settlement will have no material impact on the Company's financial results.

The settlement of the derivative litigation is subject to a number of conditions, including Lattice's adoption of certain corporate governance policies, payment of plaintiffs' attorneys' fees and expenses as described above, and approval of the proposed settlement by the Circuit Court of the State of Oregon.

About Lattice Semiconductor

Lattice Semiconductor Corporation designs, develops and markets the broadest range of Field Programmable Gate Arrays (FPGA), Field Programmable System Chips (FPSC) and high-performance Programmable Logic Devices (PLD), including Complex Programmable Logic Devices (CPLD), Programmable Mixed-Signal Products (ispPACÓ), and Programmable Digital Interconnect (ispGDXÓ). Lattice also offers industry leading SERDES products. Lattice is "Bringing the Best Together" with comprehensive solutions for today's system designs, delivering innovative programmable silicon products that embody leading-edge system expertise.

Lattice products are sold worldwide through an extensive network of independent sales representatives and distributors, primarily to OEM customers in the fields of communications, computing, consumer, industrial and military systems. Company headquarters are located at 5555 NE Moore Court, Hillsboro, Oregon 97124-6421, USA; telephone 503-268-8000, fax 503-268-8037. For more information about Lattice Semiconductor Corporation, visit <http://www.latticesemi.com>

This release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. Any statements about our expectations, beliefs, plans, objectives, assumptions or future events or performance are not historical facts and may be forward-looking. We use words or phrases such as "anticipates," "believes," "estimates," "expects," "intends," "plans," "projects," "may," "will," "should," "continue," "ongoing," "future," "potential," and similar words or phrases in this Presentation to identify forward-looking statements.

Forward-looking statements involve estimates, assumptions, risks and uncertainties that could cause actual results to differ materially from those expressed in such statements. The key factors that could cause our actual results to differ materially from the forward-looking statements include any adverse developments in the pending derivative action, including the possibility that the court may not approve the proposed settlement agreed to by Lattice and the plaintiffs, and include other risks that are described herein and that are otherwise described from time to time in our filings with the Securities and Exchange Commission, including, but not limited to, the items discussed in "Factors Affecting Future Results" set forth in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 2 of our Quarterly Report filed on Form 10-Q on November 4, 2005. You should not unduly rely on our forward-looking statements because our actual results could differ materially from those expressed in any forward-looking statements made by us. Further, any forward-looking statement applies only as of the date on which it is made. We are not required to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events.

#

Lattice Semiconductor Corporation, Lattice (& design), L (& design), ISP and specific product designations are either registered trademarks or trademarks of Lattice Semiconductor Corporation or its subsidiaries in the United States and/or other countries.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between Lattice Semiconductor Corporation and Cyrus Y. Tsui (“Tsui”). Lattice Semiconductor Corporation, together with its divisions, subsidiaries, parents, predecessor and successor corporations, officers, agents, and employees, is hereafter referred to as the “Company.”

WHEREAS, Tsui was formerly employed by the Company and currently serves as a member of the Board of Directors of the Company;

WHEREAS, the Company and Tsui have entered into a Confidential Information Nondisclosure Agreement (“Nondisclosure Agreement”), an Indemnification Agreement, a Joint Defense Agreement, a Proprietary Rights Agreement, one or more Stock Option Agreements, and a September 2, 1988 employment offer letter (“Employment Letter”); and

WHEREAS, Tsui is the beneficiary of various plans, benefits, insurance policies, and other rights provided by Company which survive the termination of his employment with the Company;

WHEREAS, Tsui and Company are hereby agreeing on the terms and conditions concerning certain issues arising out of the termination of Tsui’s employment with the Company;

NOW THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, receipt of which consideration is hereby acknowledged, including the filing with the Circuit Court of the State of Oregon County of Washington of a Stipulation of Settlement Re Derivative Claims, and the releases contained therein, in Case No. C 043327CV, the Company and Tsui (collectively referred to as “the Parties”) hereby agree as follows:

1. 1. Termination. Tsui’s employment by the Company was duly and validly terminated on August 8, 2005 (“Termination Date”). Concurrently with the execution of this Agreement, Tsui will resign his position as a member of the Company’s Board of Directors, and any and all positions he may hold as an officer or director of any subsidiaries of the Company, by submitting a letter of resignation, in the form shown in Exhibit A hereto, to the Company.
 2. Confidential and Proprietary Information. Tsui and the Company will continue to comply with the terms and conditions of the Nondisclosure Agreement and the Proprietary Rights Agreement between Tsui and the Company, both of which shall remain in full force and effect notwithstanding the releases set forth in this Agreement.
 3. Payment of Salary. Tsui acknowledges and represents that the Company has paid all salary, wages, bonuses, vacation accruals, commissions, expense reimbursements, and any and all other compensation or benefits due to Tsui. Tsui is not eligible for any additional salary, bonuses, profit sharing or other payments.
-
4. Release of Claims by Tsui. Tsui agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Tsui by the Company. Tsui, on behalf of Tsui, and Tsui’s respective heirs, family members, executors and assigns, hereby fully and forever releases and discharges the Company from any and all claims arising out of or relating to Tsui’s employment by the Company and the termination of Tsui’s employment. Tsui further covenants and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against the Company. This general release of claims includes, without limitation:
 - (a) any and all claims relating to or arising from Tsui’s employment relationship with the Company and the termination of that relationship;
 - (b) any and all claims relating to, or arising from, Tsui’s right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;
 - (c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;
 - (d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Family Medical Leave Act, and The Worker Adjustment and Retraining Notification Act, the Older Worker Benefit Protection Act, and all amendments to each such Act as well as the regulations issued thereunder;
 - (e) any and all claims for violation of the federal, or any state, constitution;
 - (f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and
 - (g) any and all claims for attorneys’ fees and costs.

Tsui agrees that the release set forth in this section is and will remain in effect in all respects as a complete general release as to the matters released. This release extends to all claims, known or unknown, up to and including the date of this Agreement. Tsui acknowledges and agrees that any breach of this paragraph will constitute a material breach of the Agreement.

5. Acknowledgment of Waiver of Claims under ADEA. Tsui acknowledges that Tsui is waiving and releasing any rights Tsui may have under the Age Discrimination in Employment Act of 1967 (“ADEA”) and that this waiver and release is knowing and voluntary. Tsui acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Tsui was already entitled. Tsui further acknowledges that Tsui has been, and hereby is, advised in writing that (a) Tsui should consult with an attorney prior to executing this waiver and release; (b) Tsui has at least twenty-one (21) days within which to consider this waiver and release; (c) Tsui has seven (7) days following Tsui’s execution of this waiver and release to revoke the waiver and release; and (d) this waiver and release is not effective until the revocation period has expired. Any revocation should be in writing and delivered to Martin Baker, Corporate Vice President and General Counsel, at Lattice Semiconductor Corporation, 5555 NE Moore Court, Hillsboro, Oregon, 97124 by close of business on the seventh day from the date that Tsui signs this waiver and release.
6. No Other Claims. Tsui acknowledges that, to the extent that Tsui may be subject to California Civil Code Section 1542, Tsui expressly waives any rights under this statute. California Civil Code Section 1542 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.

Tsui, being aware of said principle, agrees to expressly waive any rights Tsui may have thereunder, as well as under any other statute or common law principles of similar effect. Tsui agrees that this release extends to all claims, whether known or unknown.

7. Exceptions to Release of Claims by Tsui. Notwithstanding the provisions of paragraphs 4, 5 and 6 above, the release of claims given by Tsui pursuant to this Agreement does not extend to, and will not extinguish any rights or claims pertaining to, any of the following matters:
 - (a) any and all rights to indemnification, including, but not limited to, rights under the Company’s articles of incorporation, rights under the Company’s by-laws, rights provided by operation of law, and rights provided by contract, such as the Indemnification Agreement between Tsui and the Company;

3

- (b) any and all rights provided by any and all insurance policies currently in force to which Tsui is a beneficiary, including, but not limited to, all applicable directors and officers liability insurance policies, and any and all other insurance policies obtained or maintained in favor of Tsui;
 - (c) the Joint Defense Agreement between Tsui and Company;
 - (d) any and all retirement plans, deferred compensation plans, 401(k) plans, medical benefits, and other benefits which, by their terms, survive following Tsui’s termination of employment;
 - (e) any and all rights afforded by the Company’s stock option agreements with Tsui, including, but not limited to, all rights afforded by the Company’s various stock and option incentive plans; and
 - (f) any and all rights afforded pursuant to the surviving terms of the Employment Letter. In that regard, the Parties agree that Tsui may exercise options to purchase Company stock that were vested as of August 8, 2005 according to the express terms of Stock Option Agreements between Tsui and the Company, and no other stock options, and that all rights to exercise vested options to purchase Company stock will expire six (6) months from such date.
8. No Pending or Future Lawsuits. Tsui represents that Tsui has no lawsuits, claims, or actions pending in Tsui’s name, or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Tsui also represents that Tsui does not intend to bring any claims on Tsui’s own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.
9. Application for Employment. Tsui understands and agrees that Tsui has no contractual or other legal right to reinstatement or reemployment with the Company.
10. Non-Solicitation. Tsui acknowledges that as an employee and director of the Company Tsui has had access to information concerning the Company’s critical business strategies, engineering and technology development plans, competitive analyses, organizational structure, and/or performance evaluations of the Company’s employees. Tsui agrees that, for a period of one (1) year following the Termination Date, Tsui will not solicit any employee of the Company to leave the Company or to work for a third party.
11. Release of Claims by Company. Company agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed by Tsui to the Company. Company, on behalf of itself, and its respective directors, officers, parents, subsidiaries, shareholders, employees, agents, successors, predecessors, and assigns, hereby fully and forever releases and discharges Tsui from any and all claims arising out of or relating to Tsui’s employment

4

by the Company. Company further covenants and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against Tsui. This general release of claims includes, without limitation:

- (a) any and all claims relating to or arising from Tsui’s employment relationship with the Company;

- (b) any and all claims relating to, or arising from, Tsui's salary, wages, bonuses, vacation accruals, commissions, expense reimbursements, and any and all other compensation or benefits paid to Tsui;
- (c) any and all claims relating to, or arising from, Tsui's purchase, receipt, or sale or disposition of Company stock or options;
- (d) any and all claims relating to, or arising from, Tsui's use of company facilities, company employees, company assets, or other properties or rights belonging to Company;
- (e) any and all claims relating to, or arising from, any reimbursements or payments made to Tsui relating to claimed business expenses;
- (f) any and all claims relating to any matter investigated or reviewed by the Company's Audit Committee and/or Special Litigation Committee;
- (g) any and all claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;
- (h) any and all claims for breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;
- (i) any and all claims for violation of the federal, or any state, constitution; and
- (j) any and all claims for attorneys' fees and costs.

Company agrees that the release set forth in this section is and will remain in effect in all respects as a complete general release as to the matters released. This release extends to all claims, known or unknown, up to and including the date of this Agreement. Company

5

acknowledges and agrees that any breach of this paragraph will constitute a material breach of the Agreement.

12. No Other Claims. Company acknowledges that, to the extent that the Company may be subject to California Civil Code Section 1542, Company expressly waives any rights under this statute. California Civil Code Section 1542 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.

Company, being aware of said principle, agrees to expressly waive any rights it may have thereunder, as well as under any other statute or common law principles of similar effect. Company agrees that this release extends to all claims, whether known or unknown.

13. Exceptions to Release of Claims by Company. Notwithstanding the provisions of paragraphs 11 and 12 above, the release of claims given by Company pursuant to this Agreement does not extend to, and will not extinguish any rights or claims pertaining to, any of the following matters:

- (a) any and all rights in connection with the indemnification or advancement of expenses to Tsui, including, but not limited to, rights under the Company's articles of incorporation, rights under the Company's by-laws, rights provided by operation of law, and rights provided by contract, such as the Indemnification Agreement between Tsui and the Company;
- (b) any and all rights afforded by the Nondisclosure Agreement;
- (c) any and all rights afforded by the Proprietary Rights Agreement;
- (d) the Joint Defense Agreement between Tsui and Company; and
- (e) any and all rights afforded pursuant to the surviving terms of the Employment Letter.

14. No Pending or Future Lawsuits. Except with respect to the pending shareholder derivative litigation, Company represents that Company has no lawsuits, claims, or actions pending in Company's name, or on behalf of any other person or entity, against Tsui or any other person or entity referred to herein. Company also represents that Company does not intend to bring any claims on Company's own behalf or on behalf of any other person or entity against Tsui or any other person or entity referred to herein.

6

15. Arbitration. The Parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation, or any matters relating to Tsui's employment with the Company that are not resolved through informal means shall be resolved exclusively through binding arbitration, to the extent permitted by law, in Santa Clara County, California, before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes, which are available at www.adr.org. The Parties agree that the prevailing party in any arbitration will be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award.

16. No Representations. Tsui and the Company represent that each has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other

party hereto which are not specifically set forth in this Agreement.

17. Severability. In the event that any provision hereof becomes or is declared by an arbitrator or court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision.
18. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Tsui concerning Tsui's separation from the Company, and supersedes and replaces any and all prior agreements and understandings concerning Tsui's relationship with the Company and his compensation by the Company.
19. No Admission of Liability. Tsui and the Company understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by either Party, either previously or in connection with this Agreement, may be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission of any fault or liability whatsoever.
20. No Oral Modification. This Agreement may only be amended in writing signed by Tsui and an executive officer of the Company.
21. Governing Law. THIS AGREEMENT IS SUBJECT TO AND SHOULD BE CONSTRUED UNDER THE INTERNAL SUBSTANTIVE LAWS, BUT NOT THE CHOICE OF LAW RULES, OF THE STATE OF CALIFORNIA.
22. Effective Date. This Agreement is effective eight days after it has been signed by both Parties ("Effective Date").
23. Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

7

24. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. Tsui and the Company each acknowledge that he has read this Agreement and understands that it contains a general release of legal claims that Tsui and the Company may have against the other.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

COMPANY:

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Martin R. Baker
Martin R. Baker
Corporate Vice President, General Counsel & Secretary

Date: December 16, 2005

TSUI:

s/ Cyrus Y. Tsui
Cyrus Y. Tsui

Date: December 16, 2005

8

**EXHIBIT A
FORM OF LETTER OF RESIGNATION**

December 16, 2005

Patrick S. Jones, Chairman of the Board
Lattice Semiconductor Corporation
5555 NE Moore Court
Hillsboro, OR 97124-6421

Dear Mr. Jones:

I hereby resign my position as a member of the Board of Directors of Lattice Semiconductor Corporation, and any and all positions I may hold as an officer or director of any subsidiaries of Lattice Semiconductor Corporation, effective as of the Effective Date of the Settlement Agreement and Release between myself and Lattice Semiconductor Corporation.

Sincerely,

