

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re NASSDA CORPORATION
SECURITIES LITIGATION

) Master File No. C-04-2942-SI

)

) CLASS ACTION

This Document Relates To:

)

) SUPPLEMENTAL DECLARATION OF

ALL ACTIONS.

) CAROLE K. SYLVESTER RE A)

) MAILING OF THE NOTICE OF

PENDENCY AND SETTLEMENT OF

CLASS ACTION AND THE PROOF OF

CLAIM AND RELEASE FORM; AND B)

PUBLICATION OF THE SUMMARY

NOTICE

DATE: June 22, 2005

TIME: 4:00 p.m.

COURTROOM: THE HONORABLE
SUSAN ILLSTON

I, Carole K. Sylvester, declare:

THE NOTICE AND PROOF OF CLAIM AND RELEASE

1. I submit this declaration in order to provide the Court and the parties to the above-captioned litigation with information regarding the mailing of the Notice of Pendency and Settlement of Class Action (the "Notice"), and the Proof of Claim and Release form (the "Proof of Claim") and the publication of the Summary Notice. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I am employed by Gilardi & Co. LLC, located at 1115 Magnolia Avenue, Larkspur, California. My firm was retained as the Claims Administrator in this matter. I oversaw the notice services Gilardi provided in accordance with the Order Preliminarily Approving Settlement and Providing for Notice (the "Order") that was filed with the Court in this matter. True and correct copies of the Notice and the Proof of Claim are attached hereto as Exhibits A and B, respectively. The Notice and Proof of Claim were in the form approved by the Court.

MAILING OF THE NOTICE

3. On or before April 29, 2005 I caused 69 address labels prepared from listings provided by the transfer agent for Nassda Corporation ("Nassda") to be affixed to envelopes containing the Notice and Proof Claim form ("Claim Package"). These address labels reflected the names and addresses of all persons who bought Nassda common stock during the period from December 13, 2001 through and including June 11, 2004. I thereafter caused all of the envelopes to be posted for first-class mail and delivered on April 29, 2005 to the United States Post Office located in Santa Rosa, California. The total number of Claim Packages mailed on April 29, 2005 to those members of the class was 69.

4. My firm has acted as a repository for shareholder inquiries and communications received in this action. In this regard, we have forwarded the Claim Package on request to nominees who held Nassda common stock for the

beneficial interest of other persons and entities. We have also forwarded the Claim Package directly to beneficial owners upon receipt of the names and addresses from such nominees.

5. Our firm, as a part of its normal procedure, sends a cover letter with the claim package to a list of 83 entities (most of which are major brokerage houses) which commonly hold securities in "street name" as nominees for the benefit of their customers who are the beneficial purchasers of the securities. The letter advises the nominees of the pending action and requests their cooperation in forwarding notice to the beneficiary. A copy of the letter dated May 2, 2005 sent to nominees and brokerage houses in this case is attached hereto as Exhibit C.

6. In response to correspondence or inquiries from potential class members and/or nominees, we have caused to be mailed directly to potential class members and nominees an additional 8,128 Claim Packages. As of this date, we have mailed a total of 8,197 Claim Packages to such recipients.

7. I also caused a copy of the Notice and Proof of Claim to be posted on our website (www.gilardi.com) on or about April 29, 2005.

PUBLICATION OF THE SUMMARY NOTICE

8. I caused the Summary Notice to be published in the *Investor's Business Daily* on May 6, 2005 as shown in the declaration of publication attached here to as Exhibit D.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed this 8th day of June 2005, at Larkspur, California.



CAROLE K. SYLVESTER

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re NASSDA CORPORATION SECURITIES
LITIGATION

Master File No. C-04-2942-SI

CLASS ACTION

This Document Relates To:

ALL ACTIONS.

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO PURCHASED NASSDA CORPORATION ("NASSDA") COMMON STOCK DURING THE PERIOD
DECEMBER 13, 2001 THROUGH JUNE 11, 2004, INCLUSIVE

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A CLASS ACTION, AND IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS CONCERNING THE SETTLEMENT AS FURTHER DESCRIBED BELOW. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS AND DO NOT SUBMIT A TIMELY REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY THE RELEASE WHETHER OR NOT YOU SUBMIT A CLAIM.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of California (the "Court"), and Rule 23 of the Federal Rules of Civil Procedure, that a settlement in the amount of \$9,000,000 in cash (the "Settlement") of the above-captioned action (the "Litigation") has been reached by the parties, which Settlement is subject to approval by the Court.

Your recovery from this fund will depend on a number of variables, including the number of Nassda common stock shares you purchased during the period December 13, 2001 to June 11, 2004 and the timing of your purchases and any sales. Depending on the number of eligible shares purchased by Settlement Class Members who elect to participate in the Settlement and when those shares were purchased and sold, the estimated average distribution per share will be approximately \$1.38 before deduction of Court-approved fees and expenses.

Lead Plaintiff and Defendants do not agree on the average amount of damages per share that would be recoverable if the Lead Plaintiff was to have prevailed on each claim alleged. The issues on which the parties disagree include: (1) the appropriate economic model for determining the amount by which Nassda common stock was allegedly artificially inflated (if at all) during the Settlement Class Period; (2) the amount by which Nassda common stock was allegedly artificially inflated (if at all) during the Settlement Class Period; (3) the effect of various market forces influencing the trading price of Nassda common stock at various times during the Settlement Class Period; (4) the extent to which external factors, such as general market and industry conditions, influenced the trading price of Nassda common stock at various times during the Settlement Class Period; (5) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the trading price of Nassda common stock at various times during the Settlement Class Period; (6) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the trading price of Nassda common stock at various times during the Settlement Class Period; and (7) whether the statements made or facts allegedly omitted were material, false, misleading or otherwise actionable under the securities laws.

Lead Plaintiff believes that the proposed Settlement is the best available and is in the best interests of the Settlement Class. There are significant risks associated with continuing to litigate and proceeding to trial. For example, the Settlement Class faced the possibility that all or many of the claims in this case could have been dismissed before trial. In addition, there was a danger that the Settlement Class would not have prevailed on their claims against the Defendants even if their claims eventually went to trial, in which case the Settlement Class would receive nothing. Further, had the case proceeded to trial and assuming the Lead Plaintiff had been able to establish liability of the Defendants, the amount of damages recoverable by Settlement Class Members would have been subject to rigorous attack by the Defendants. Recoverable damages are limited to losses caused by conduct actionable under applicable securities laws and, had the Litigation gone to trial, Defendants would have tried to prove that all or most of the losses of Settlement Class Members were caused by non-actionable market, industry or other general economic factors. The proposed Settlement eliminates these risks and provides an immediate recovery for Settlement Class Members.

Lead Plaintiff's counsel have not received any payment for their services in prosecuting this Litigation on behalf of the Lead Plaintiff and the Members of the Settlement Class. If the Settlement is approved by the Court, counsel for the Lead Plaintiff will apply to the Court for attorneys' fees of 25% of the Settlement Fund. Lead Counsel will also seek reimbursement of expenses incurred in prosecuting the Litigation from the Settlement Fund not to exceed \$30,000.00. If the amount requested by counsel is approved by the Court, the average cost per share would be \$0.35. In addition, the Lead Plaintiff will seek reimbursement of its expenses (including lost wages) it incurred in prosecuting the Litigation on behalf of the Settlement Class not to exceed \$5,000.00.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. This Notice is to advise you of the proposed Settlement and of your rights in connection therewith.

For further information regarding this Settlement you may contact: Rick Nelson, Lerach Coughlin Stoia Geller Rudman & Robbins LLP, 401 B Street, Suite 1600, San Diego, California 92101, Telephone: 800/449-4900. Please do not contact the Court or Nassda.

EXHIBIT A

I. DEFINITIONS

As used in this Notice, the following terms have the meanings specified below:

1. "Defendants" means Nassda and the Individual Defendants.
2. "Individual Defendants" means Sang S. Wang, An-Chang Deng, Tammy Shu-Hua Liu and Yen-Son Huang.
3. "Lead Plaintiff" means the NECA-IBEW Pension Fund.
4. "Nassda" means Nassda Corporation and any or all of its predecessors, successors, parents, subsidiaries, divisions, officers, directors, employees and/or related or affiliated entities.
5. "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership (LLP), limited liability corporation (LLC), association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.
6. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations, by the Lead Plaintiff or any Settlement Class Member against the Released Persons (as defined below) arising out of, based upon or related in any way to any of the following: (a) both the purchase of Nassda securities by any Lead Plaintiff or any Settlement Class Member during the Settlement Class Period and the allegations set forth or that could have been set forth in the Litigation by Lead Plaintiff; (b) the purchase, sale or other disposition of Nassda securities by any of the Defendants during the Settlement Class Period; and (c) the settlement or resolution of the Litigation (including, without limitation, any claim for attorneys' fees by Lead Plaintiff or Settlement Class Members).
7. "Related Parties" means each of a Defendant's past or present directors, officers, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of an Individual Defendant's immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any Individual Defendant and/or member(s) of his or her family.
8. "Released Persons" means each and all of the Defendants and their Related Parties.
9. "Settlement Class" means all Persons who purchased Nassda Corporation common stock at any time during the period commencing on December 13, 2001 through and including June 11, 2004. Excluded from the Settlement Class are Defendants, members of the immediate families of the Individual Defendants, any entity in which any Defendant has or had a controlling interest, directors and officers of Nassda, and the legal representatives, heirs, successors, or assigns of any such excluded Person. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to this Notice.
10. "Settlement Class Member" or "Member of the Settlement Class" mean a Person who falls within the definition of Settlement Class.
11. "Settlement Class Period" means the period commencing on December 13, 2001 through and including June 11, 2004.
12. "Unknown Claims" means any Released Claims which the Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

II. THE LITIGATION

On July 20, 2004, Joseph Nowak filed a securities class action complaint in the United States District Court for the Northern District of California on behalf of purchasers of Nassda common stock during the period December 13, 2001 through June 11, 2004. Named as defendants in the litigation were Nassda, the company's CEO Sang S. Wang, President and COO An-Chang Deng, CFO Tammy Shu-Hua Liu and Director Yen-Son Huang.

Pursuant to the Private Securities Litigation Reform Act of 1995, on September 27, 2004 the NECA-IBEW Pension Fund ("NECA") moved for appointment as Lead Plaintiff and, thereafter, on November 4, 2004, NECA was appointed Lead Plaintiff and its choice of counsel, Lerach Coughlin Stoia Geller Rudman & Robbins LLP, was appointed Lead Counsel. NECA maintained claims for Defendants' alleged violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934, 15 U.S.C. §§78j(b) and 78t(a), and Securities and Exchange Commission Rule 10b-5 promulgated thereunder, 17 C.F.R. §240.10b-5. Throughout the Settlement Class Period Defendants allegedly misled investors regarding the potential infringement of trade secrets and patents concerning Nassda's primary Hierarchical Storage and Isomorphic Matching ("HSIM") software products. As a result, Nassda's financial results were allegedly inflated and its stock price artificially inflated.

Following its appointment as Lead Plaintiff, NECA and its counsel further investigated and prepared an amended complaint. Concurrently, NECA pursued motions to unseal court files in the then ongoing intellectual property litigation between Nassda and Synopsys Corporation. In early December 2004, Synopsys announced a tentative agreement to purchase Nassda and settle all litigation between the companies. Following the announcement, counsel for NECA and the Defendants commenced a series of settlement negotiations that led to the Stipulation of Settlement.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Lead Plaintiff in the Litigation. The Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. The Defendants also have denied and continue to deny, *inter alia*, the allegations that the Lead Plaintiff or the Settlement Class have suffered any damages, or that the Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Litigation.

Nonetheless, the Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation. The Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation.

IV. CLAIMS OF THE LEAD PLAINTIFF AND BENEFITS OF SETTLEMENT

The Lead Plaintiff believes that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. However, counsel for the Lead Plaintiff recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendants through trial and through appeals. Counsel for the Lead Plaintiff also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in such litigation. Counsel for the Lead Plaintiff also are mindful of the inherent problems of proof under and possible defenses to the violations asserted in the Litigation. Lead Plaintiff and counsel for the Lead Plaintiff believe that the Settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class. Based on their evaluation, counsel for the Lead Plaintiff have determined that the Settlement set forth in the Stipulation is in the best interests of the Lead Plaintiff and the Settlement Class.

V. THE RIGHTS OF SETTLEMENT CLASS MEMBERS

If you are a Settlement Class Member, you may receive the benefit of and you will be bound by the terms of the proposed Settlement described in Section VI of this Notice, upon approval of it by the Court.

If you are a Settlement Class Member, you have the following options:

1. You may file a Proof of Claim as described below. If you choose this option, you will remain a Settlement Class Member, you will share in the proceeds of the proposed Settlement if your claim is timely and valid and if the proposed Settlement is finally approved by the Court, and you will be bound by the Judgment and Release described below.

2. If you do not wish to be included in the Settlement Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded. To do so, you must so state in writing postmarked no later than June 3, 2005. You must set forth: (a) the name of this Litigation (*In re Nassda Corporation Sec. Litig.*, Master File No. C-04-2942-SI); (b) your name, address and telephone number, and the name and address of the record owner if different from your own; (c) the number of shares of Nassda common stock purchased and the number of shares sold during the Settlement Class Period and the dates and prices of such purchase(s) and/or sale(s); and (d) that you wish to be excluded from the Settlement Class. The exclusion request should be addressed as follows:

Nassda Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you validly request exclusion from the Settlement Class, (a) you will be excluded from the Settlement Class, (b) you will not share in the proceeds of the Settlement described herein, (c) you will not be bound by any judgment entered in the Litigation, and (d) you will not be precluded, by reason of your decision to request exclusion from the Settlement Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Litigation.

3. If you do not request in writing to be excluded from the Settlement Class as set forth in Paragraph 2 above, you will be bound by any and all determinations or judgments in the Litigation in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class including, without limitation, the Judgment described in Section VIII, below, and you shall be deemed to have, and by operation of the Judgment shall have fully released all of the Released Claims against the Released Persons, whether or not you submit a valid Proof of Claim.

4. If you do not request to be excluded from the Settlement Class, you may object to the Settlement and/or the application of Lead Counsel for an award of attorneys' fees and reimbursement of expenses and Lead Plaintiff's reimbursement of expenses in the manner set forth below. The filing of a Proof of Claim by a Settlement Class Member does not preclude a Settlement Class Member from objecting to the Settlement. However, if your objection is rejected you will be bound by the Settlement and the Judgment (described in §VIII, below) just as if you had not objected.

5. You may do nothing at all. If you choose this option, you will not share in the proceeds of the Settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have fully released all of the Released Claims (defined above) against the Released Persons.

If you are a Settlement Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing at your own expense. If you do not do so, you will be represented by Lead Counsel: Lerach Coughlin Stoia Geller Rudman & Robbins LLP, Keith F. Park, 401 B Street, Suite 1600, San Diego, California 92101.

VI. THE PROPOSED SETTLEMENT

A settlement has been reached in the Litigation between the plaintiffs and the Defendants which is embodied in a Stipulation of Settlement dated as of January 20, 2005 (the "Stipulation"), on file with the Court. The Lead Plaintiff and attorneys for the Lead Plaintiff, on the basis of, among other things, a thorough investigation of the facts and the law relating to the acts, events, and conduct complained of and the subject matter of the Litigation, have concluded that the proposed Settlement is fair to and in the best interests of the Settlement Class.

The following description of the proposed Settlement of the Litigation is only a summary, and reference is made to the text of the Stipulation, on file with the Court, for a full statement of its provisions:

1. The settlement fund consists of \$9,000,000 in cash plus interest thereon (the "Settlement Fund").

2. Upon approval of the Stipulation by the Court and entry of a judgment that becomes a final judgment and upon satisfaction of the other conditions to the Settlement, described below, the Settlement Fund will be distributed as follows:

(a) to pay costs and expenses in connection with providing notice to the members of the class and administering the Settlement on behalf of the Settlement Class;

(b) to pay counsel to the Lead Plaintiff the attorneys' fees and expenses, with interest thereon (the "Fee and Expense Award") and reimburse the expenses of Lead Plaintiff, if and to the extent allowed by the Court; and

(c) to pay the reasonable costs incurred in the preparation of any tax returns required to be filed on behalf of the Settlement Fund as well as the taxes (and any interest and penalties determined to be due thereon) owed by reason of the earnings of the Settlement Fund, including all Taxes and Tax Expenses as defined in the Stipulation.

3. Subject to the approval by the Court of the Plan of Allocation described below, the balance of the Settlement Fund (the "Net Settlement Fund"), shall be distributed to Settlement Class Members who submit valid, timely Proof of Claim forms ("Authorized Claimants") as follows:

(a) Each Person claiming to be an Authorized Claimant shall be required to submit a separate Proof of Claim and Release signed under penalty of perjury and supported by such documents as specified in the Proof of Claim as are reasonably available to the Authorized Claimant.

(b) All Proof of Claim forms must be postmarked by June 3, 2005. Unless otherwise ordered by the Court, any Settlement Class Member who fails to submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation, but will in all other respects be subject to the provisions of the Stipulation and the Final Judgment entered by the Court.

(c) To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid that percentage of the Net Settlement Fund that each Authorized Claimant's claim is of the total of the claims of all Authorized Claimants. A "claim" will be computed as follows:

1. For shares of Nassda common stock that were purchased at any time during the time period beginning December 13, 2001 through January 9, 2003, and

- (a) sold prior to January 10, 2003, the claim per share is \$0;
- (b) sold from January 10, 2003 through June 11, 2004, the claim per share is the lesser of: (i) the purchase price less the sales price, (ii) the purchase price less \$4.12, or (iii) \$3.96;
- (c) retained at the end of trading on June 11, 2004, the claim per share is the lesser of: (i) the purchase price less \$4.12, or (ii) \$5.01.

2. For shares of Nassda common stock that were purchased at any time during the time period January 10, 2003 through June 11, 2004, and

- (a) sold prior to June 12, 2004, the claim per share is \$0;
- (b) retained at the end of trading on June 11, 2004, the claim per share is the lesser of: (i) the purchase price less \$4.12, or (ii) \$1.05.

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.

For Settlement Class Members who held shares at the beginning of the Settlement Class Period or made multiple purchases or sales during the Settlement Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases and sales for purposes of calculating a claim. Under the FIFO method, sales of shares during the Settlement Class Period will be matched, in chronological order, first against shares held at the beginning of the Settlement Class Period. The remaining sales of shares during the Settlement Class Period will then be matched, in chronological order, against shares purchased during the Settlement Class Period.

A Settlement Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Settlement Class Member had a net loss, after all profits from transactions in Nassda common stock during the Settlement Class Period are subtracted from all losses. However, the proceeds from sales of securities which have been matched against stock held at the beginning of the Settlement Class Period will not be used in the calculation of such net loss.

The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Counsel or any claims administrator or Defendants or agents designated by Lead Counsel or Defendants or Defendants' counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Settlement Class Members who fail to complete and file a valid and timely Proof of Claim and Release shall be barred from participating in distributions from the Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

To share in the Settlement Fund, you must submit a valid Proof of Claim and Release on the form enclosed with this Notice such that it is postmarked no later than June 3, 2005, at the address set forth in the attached Proof of Claim form.

VII. CONDITIONS FOR SETTLEMENT

The Settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of January 19, 2005.

VIII. DISMISSAL AND RELEASES

If the proposed Settlement is approved by the Court, the Court will enter a Final Judgment and Order of Dismissal with Prejudice ("Judgment") which will dismiss the Litigation as against Defendants with prejudice, and bar and permanently enjoin the Lead Plaintiff and each Settlement Class Member, whether or not such Settlement Class Member has submitted a Proof of Claim, from prosecuting the Released Claims against the Released Persons, and any such Settlement Class Member shall be conclusively deemed to have released any and all such Released Claims against the Released Persons. The Court shall retain jurisdiction over implementation of the Settlement, disposition of the Settlement Fund, hearing and determining Lead Counsel's application for attorneys' fees, expenses and interest, Lead Plaintiff's application for reimbursement of expenses, and enforcing and administering the Stipulation, including any releases executed in connection therewith.

IX. NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

Banks, brokerage firms, institutions, and other Persons who are nominees who purchased the common stock of Nassda for the beneficial interest of other Persons as of any day from December 13, 2001 through and including June 11, 2004, are requested within ten (10) days of receipt of the Notice, to (1) provide the Claims Administrator with the names and addresses of such beneficial purchasers, or to (2) forward a copy of this Notice to each such beneficial purchaser and provide written confirmation that this Notice has been so forwarded. Lead Counsel offer to prepay your reasonable costs and expenses of complying with this provision upon submission of appropriate documentation. Additional copies of the Notice may be obtained for forwarding to such beneficial owners. All such correspondence should be addressed as follows:

Nassda Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

X. ATTORNEYS' FEES AND EXPENSES OF LEAD PLAINTIFF'S ATTORNEYS

To date, Lead Plaintiff's counsel have not received any payment for their services in conducting this Litigation on behalf of the Lead Plaintiff and the Members of the Settlement Class, nor have counsel been reimbursed for their expenses incurred in prosecuting the Litigation. Lead Counsel in the Litigation will apply to the Court at the Hearing described below, for an award of attorneys' fees of 25% of the Settlement Fund and reimbursement of litigation expenses which were incurred in connection with the Litigation not to exceed \$30,000.00. In addition, Lead Plaintiff will seek reimbursement of its expenses (including lost wages) incurred in prosecuting the Litigation on behalf of the Settlement Class in an amount not to exceed \$5,000.00. Such sums as may be granted by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any fees or expenses awarded by the Court.

The fee requested by Lead Plaintiff's counsel will compensate them for their efforts in achieving the Settlement Fund for the benefit of the Settlement Class, and for their risk in undertaking this case on a contingent basis. If approved by the Court, the fee requested would be within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

XI. THE HEARING ON PROPOSED SETTLEMENT

A hearing (the "Hearing") will be held before the Honorable Susan Illston, at the United States Courthouse, 450 Golden Gate Ave., San Francisco, California, at 4:00 p.m., on June 22, 2005, for the purpose of determining: (1) whether the proposed Settlement is fair, reasonable and adequate and whether it should be approved by the Court; (2) whether the proposed Plan of Allocation is fair, just, reasonable and adequate; (3) whether the application of Lead Counsel and Lead Plaintiff for an award of attorneys' fees and expenses should be approved; and (4) whether a Judgment should be entered dismissing the Litigation with prejudice as against Defendants. The Hearing may be adjourned from time to time by the Court at the Hearing or any adjourned session thereof without further notice.

Any Member of the Settlement Class who has not requested exclusion may appear at the Hearing to show cause why the proposed Settlement should not be approved, or the Litigation should not be dismissed with prejudice as against the Defendants, and to present any opposition to the Plan of Allocation or the application of Lead Counsel or Lead Plaintiff for attorneys' fees and expenses; provided, however, that no such Person shall be heard, unless his or her objection or opposition is made in writing and is filed, together with copies of all other papers and briefs by him or her with the Court no later than June 3, 2005, and **mailed** on or before June 3, 2005 to both:

LERACH COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
KEITH F. PARK
401 B Street, Suite 1600
San Diego, CA 92101

and

WILSON, SONSINI, GOODRICH &
ROSATI, P.C.
DOUGLAS J. CLARK
650 Page Mill Road
Palo Alto, CA 94304-1050

Counsel for Lead Plaintiff

Counsel for Defendants

Unless otherwise ordered by the Court, any Member of the Settlement Class who does not make his or her objection or opposition in the manner provided shall be deemed to have waived all objections and opposition to the fairness, reasonableness and adequacy of the proposed Settlement, the Plan of Allocation, or to the request of Lead Counsel or Lead Plaintiff for attorneys' fees and expenses.

XII. EXAMINATION OF PAPERS AND INQUIRIES

This Notice contains only a summary of the terms of the proposed Settlement. For a more detailed statement of the matters involved in the Litigation, reference is made to the pleadings, to the Stipulation of Settlement and to other papers filed in this action which may be inspected at the Office of the Clerk, United States District Court, Northern District of California, 450 Golden Gate Ave., San Francisco, California, during business hours of each business day.

If you have any questions about the Settlement of the Litigation, you may contact Lead Counsel by writing:

LERACH COUGHLIN STOIA GELLER
RUDMAN & ROBBINS LLP
KEITH F. PARK
401 B Street, Suite 1600
San Diego, CA 92101

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

DATED: April 13, 2005

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re NASSDA CORPORATION SECURITIES)
LITIGATION) Master File No. C-04-2942-SI
)
) CLASS ACTION
-----)
This Document Relates To:)
)
)
) ALL ACTIONS.
)
-----)

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a member of the class based on your claims in the action entitled *In re Nassda Corporation Securities Litigation*, Master File No. C-04-2942-SI (the "Litigation"), you must complete and, on page 6 hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Litigation.

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

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JUNE 3, 2005, ADDRESSED AS FOLLOWS:

Nassda Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

4. If you are NOT a Member of the Settlement Class (as defined in the "Notice of Pendency and Settlement of Class Action") DO NOT submit a Proof of Claim and Release form.

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

II. DEFINITIONS

1. "Defendants" means Nassda and the Individual Defendants.
2. "Individual Defendants" means Sang S. Wang, An-Chang Deng, Tammy Shu-Hua Liu and Yen-Son Huang.
3. "Nassda" means Nassda Corporation and any or all of its predecessors, successors, parents, subsidiaries, divisions, officers, directors, employees and/or related or affiliated entities.
4. "Released Persons" means each and all of the Defendants and their Related Parties (defined below).

III. CLAIMANT IDENTIFICATION

1. If you purchased Nassda common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased Nassda common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

EXHIBIT B

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Nassda common stock which forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE NASSDA COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

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

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Nassda Common Stock" to supply all required details of your transaction(s) in Nassda common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to **all** of your purchases and **all** of your sales of Nassda common stock which took place at any time beginning December 13, 2001 through and including June 11, 2004 (the "Settlement Class Period"), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

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

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

5. Broker confirmations or other documentation of your transactions in Nassda common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PART II: SCHEDULE OF TRANSACTIONS IN NASSDA COMMON STOCK

A) Purchases (December 13, 2001 – June 11, 2004, inclusive) of Nassda common stock:

PURCHASES					Proof of Purchase Enclosed?
Trade Date			Number of Shares Purchased	Total Purchase Price To Nearest Whole Dollar	
M M	D D	Y Y Y Y			
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N

IMPORTANT: Identify by number listed above all purchases in which you covered a "short sale": _____

B) Sales (December 13, 2001 – June 11, 2004, inclusive) of Nassda common stock:

SALES					Proof of Sale Enclosed?
Trade Date			Number of Shares Sold	Total Sales Price To Nearest Whole Dollar	
M M	D D	Y Y Y Y			
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="radio"/> Y <input type="radio"/> N

Proof of Holding Enclosed?

C) Number of shares of Nassda common stock held at close of trading on June 11, 2004: Y N

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

YOU MUST READ THE RELEASE AND YOUR SIGNATURE ON PAGE 6 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

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

VI. RELEASE

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

2. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, asserted or that might have been asserted, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations, by the Lead Plaintiff or any Settlement Class Member against the Released Persons (as defined above) arising out of, based upon or related in any way to any of the following: (a) both the purchase of Nassda securities by any Lead Plaintiff or any Settlement Class Member during the Settlement Class Period and the allegations set forth or that could have been set forth in the Litigation by Lead Plaintiff; (b) the purchase, sale or other disposition of Nassda securities by any of the Defendants during the Settlement Class Period; and (c) the settlement or resolution of the Litigation (including, without limitation, any claim for attorneys' fees by Lead Plaintiff or Settlement Class Members).

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

4. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

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

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Nassda common stock which occurred during the Settlement Class Period as well as the number of shares of Nassda common stock held by me (us) at the close of trading on June 11, 2004 .

SUBSTITUTE FORM W-9

PART I Request for Taxpayer Identification Number ("TIN") and Certification

First Name

Grid for entering the first name.

i. Last Name

Grid for entering the last name.

Check appropriate box:

- Individual/Sole Proprietor, Corporation, Partnership, Trust, IRA, Pension Plan, Other

Enter TIN on the appropriate line.

- For individuals, this is your Social Security Number ("SSN").
- However, for a resident alien, sole proprietor, or disregarded entity, see the Part I of the enclosed W-9 instructions.
- For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name.
- For other entities, it is your EIN.

Social Security Number

Grid for entering Social Security Number.

Employer Identification Number

Grid for entering Employer Identification Number.

PART II For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line:

PART III Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- 1. The number shown on this form is my correct TIN; and
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.
3. I am a U.S. person (including a U.S. resident alien).

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this ___ day of ___ in ___

(Sign your name here)

(Type or print your name here)

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

Proof of Authority to File Enclosed? Y N (See Instruction III.3)

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

Reminder Checklist:

- 1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

Form W-9 Instructions (Revised Jan-2003)

PURPOSE OF FORM

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

PENALTIES

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS

NAME

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

EXEMPT FROM BACKUP WITHHOLDING

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited Liability Company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

PART II. CERTIFICATION

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

WHAT NAME AND NUMBER TO GIVE THE REQUESTER

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

PRIVACY ACT NOTICE

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT C

GILARDI & CO. LLC

1115 Magnolia Ave.
Larkspur, CA 94939
415-461-0410
FAX 415-461-0412

May 2, 2005

«FirstName» «LastName»
«Company»
«Addr1»
«Addr2»
«City», «State» «ZIP»

Re: Nassda Corporation Securities Litigation

Dear «GENDER» «LastName»:

Please find enclosed the Settlement Notice, Proof of Claim and Release and W-9 Instructions for the above referenced litigation. Please note the class period described on page one, specifically its inclusion of Common Stock only. In addition, **the Notice provides that the Exclusion Deadline is June 3, 2005, and that the Claim Filing Deadline is also June 3, 2005.**

Please pay particular attention to the "Notice to Banks Brokers and Other Nominees" on page five of the Notice. Please do not make your own copies of the Proof of Claim Form, as copies may not be accepted for processing. Additional copies of the appropriate documents may be requested by contacting us at the above address and/or phone number.

If you provide us names and addresses to conduct the necessary mailing on your behalf, please make every effort to forward the information via email to Matt.Markham@Gilardi.com or via diskette to the above address. We accept Microsoft Access, Microsoft Excel and ASCII text files in the (preferred) format below. Mailing labels will be accepted, but you may be requested to provide an additional copy of the address information you send.

FIELD NAME	FORMAT	LENGTH	EXAMPLE
FULL NAME1	ALPHA	30	GILARDI & CO., LLC CUST FOR
FULL NAME2	ALPHA	30	JIM SMITH
FULL NAME3	ALPHA	30	IRA ROLLOVER DATED 10/10/00
FULL NAME4	ALPHA	30	FBO JUDY SMITH
FULL ADDR1	ALPHA	30	1115 MAGNOLIA AVENUE
FULL ADDR2	ALPHA	30	PO BOX 5100
CITY	ALPHA	30	LARKSPUR
STATE	ALPHA	2	CA
ZIP CODE	ALPHA	5	94939
ZIP CODE PLUS 4	ALPHA	4	5100
FOREIGN PROVINCE	ALPHA	30	ONTARIO
FOREIGN COUNTRY	ALPHA	30	CANADA
FOREIGN ZIP	ALPHA	10	M5V 3C5

If you have any questions, please call Matt Markham at the phone number listed above.

Sincerely,



Dennis A. Gilardi

EXHIBIT C

EXHIBIT D

Attn: Carole &

Joseph

Affidavit of Publication

Name of Publication: Investor's Business Daily
 Address: 12655 Beatrice Street
 City, State, Zip: Los Angeles, CA 90086
 Phone #: 310.448.6700
 State of: California
 County of: Los Angeles

I, Liane Kattan, for the publisher of Investor's Business Daily, published in the city of Los Angeles, state of California, county of Los Angeles hereby certify that the attached notice was printed in said publication on the following date(s):

May 6, 2005

Given under my hand, this 6th day of May 2005.

Signature: Liane Kattan

Sworn to and subscribed before me this 6 day of 2005.

2005, by Liane Kattan at I.B.D.

state of New York

county of New York

Notary Public: MELLISSA MATA
 NOTARY PUBLIC, STATE OF NEW YORK
 No. 01MA8102527

My commission expires: QUALIFIED IN WESTCHESTER COUNTY
 NY CC COMMISSION EXPIRES DEC. 8, 2007

Seal: Melissa Mata
5-6-05



EXHIBIT D

B12 FRIDAY, MAY 6, 2005

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA	
In re NASSDA CORPORATION) SECURITIES LITIGATION)	Master File No. C-04-2942-SI <u>CLASS ACTION</u>
This Document Relates To:) ALL ACTIONS)	
SUMMARY NOTICE	
TO: ALL PERSONS WHO PURCHASED NASSDA CORPORATION ("NASSDA") COMMON STOCK DURING THE PERIOD DECEMBER 13, 2001 THROUGH JUNE 11, 2004, INCLUSIVE	
YOU ARE HEREBY NOTIFIED that pursuant to an Order of the United States District Court for the Northern District of California, a hearing will be held on June 22, 2005, at 4:00 p.m., before the Honorable Susan Illston, 450 Golden Gate Ave., San Francisco, California, for the purpose of determining: (1) whether the proposed class action settlement for the sum of \$9,000,000 in cash should be approved by the Court as fair, just, reasonable and adequate; (2) whether, thereafter, this Litigation should be dismissed with prejudice as set forth in the Stipulation of Settlement dated as of January 20, 2005; (3) whether the Plan of Allocation is fair, just, reasonable and adequate and therefore should be approved; and (4) the reasonableness of the application of Lead Plaintiff's counsel and the Lead Plaintiff for the payment of attorneys' fees and reimbursement of expenses incurred in connection with this Litigation, together with interest thereon.	
If you purchased the common stock of Nassda during the period beginning December 13, 2001 through June 11, 2004, inclusive, your rights may be affected by this Litigation and the settlement thereof. If you have not received a detailed Notice of Pendency and Settlement of Class Action and a copy of the Proof of Claim and Release, you may obtain copies by writing to <i>Nassda Securities Litigation</i> , c/o Gilardi & Co. LLC, P.O. Box 990, Corte Madera, CA 94976-0990. If you are a Settlement Class Member, in order to share in the distribution of the Settlement Fund, you must submit a Proof of Claim and Release such that it is postmarked no later than June 3, 2005, establishing that you are entitled to a recovery. You will be bound by any judgment rendered in the Litigation unless you request to be excluded, in writing, to the above address, postmarked by June 3, 2005.	
Any objection to the Settlement must be filed with the Court no later than June 3, 2005 and mailed to the following no later than June 3, 2005:	
LERACH COUGHLIN STOIA GELLER RUDMAN & ROBBINS LLP KEITH F. PARK 401 B Street, Suite 1600 San Diego, CA 92101 Counsel for Lead Plaintiff and WILSON, SONSINI, GOODRICH & ROSATI, P.C. DOUGLAS J. CLARK 650 Page Mill Road Palo Alto, CA 94304-1050 Counsel for Defendants	
PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.	
DATED: April 13, 2005	BY ORDER OF THE COURT UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

DECLARATION OF SERVICE BY UPS DELIVERY

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested party in the within action; that declarant's business address is 401 B Street, Suite 1600, San Diego, California 92101.

2. That on June 13, 2005, declarant served by UPS, next day delivery, the **SUPPLEMENTAL DECLARATION OF CAROLE K. SYLVESTER RE A) MAILING OF THE NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION AND THE PROOF OF CLAIM AND RELEASE FORM; AND B) PUBLICATION OF THE SUMMARY NOTICE** to the parties listed on the attached Service List.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 13th day of June, 2005, at San Diego, California.



ADRIANA DEL CARMEN

NASSDA (LEAD)

Service List - 6/9/2005 (04-0235)

Page 1 of 1

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