UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

RON MILLER, individually and on behalf of all others similarly situated, Plaintiff, v. SONUS NETWORKS, INC., RAYMOND P. DOLAN, MARK T. GREENQUIST, AND MICHAEL SWADE, Defendants.	Case No. 1:18-cv-12344-GAO

NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the "Action")[1] pending in the United States District Court for the District of Massachusetts (the "Court"), if, during the period between January 8, 2015 and March 24, 2015, both dates inclusive (the "Settlement Class Period"), you purchased or otherwise acquired publicly traded common stock of Sonus Networks, Inc. ("Sonus") (n/k/a Ribbon Communications, Inc.) ("Sonus Common Stock"), and/or purchased or otherwise acquired publicly traded Sonus call options ("Sonus Call Options"), and/or wrote publicly traded Sonus put options ("Sonus Put Options," and, together with Sonus Common Stock and Sonus Call Options, "Sonus Securities"), and suffered economic losses as a proximate result of the alleged wrongdoing.[2]

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiffs Giuseppe Veleno and Gary Williams (collectively, "Lead Plaintiffs") and Named Plaintiff Ron Miller (together with Lead Plaintiffs, "Plaintiffs"), on behalf of themselves and the Settlement Class (as defined in ¶ 28 below), have reached a proposed settlement of the Action for $4,500,000 in cash that, if approved, will resolve all claims in the Action (the "Settlement").

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact Sonus, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (*see* ¶ 97 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that Defendants

[1] All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated July 21, 2023 (the "Stipulation"), which is available at www.strategicclaims.net/Sonus/.

[2] Sonus Call Options and Sonus Put Options are collectively referred to herein as "Sonus Options."

Sonus,[3] and Raymond P. Dolan, Mark T. Greenquist, and Michael Swade (collectively, "Individual Defendants"; and together with Sonus, "Defendants"; and together with Plaintiffs and Sonus, the "Parties") disseminated materially false and misleading information to the investing public about Sonus's anticipated revenue for the first quarter of 2015 in violation of the federal securities laws, which Defendants deny. A more detailed description of the Action is set forth in paragraphs 11-27 below. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined in paragraph 28 below.

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a settlement payment of $4,500,000 in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, and (d) any attorneys' fees awarded by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is set forth on pages 10-15 below.

3. **Estimate of Average Amount of Recovery Per Eligible Share:** Based on Plaintiffs' damages expert's estimates, the conduct at issue in the Action affected approximately 6.4 million shares of Sonus Common Stock. Assuming all eligible Settlement Class Members elect to participate in the Settlement, the estimated average recovery would be approximately $0.70 per affected share of Sonus Common Stock, before the deduction of any Court-approved fees, expenses, and costs as described herein.[4] Settlement Class Members should note, however, that the foregoing average recovery per security is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they acquired or sold their Sonus Securities, and the total number of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth herein (*see* paragraphs 54-81, below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Plaintiffs' Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2018, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Glancy Prongay & Murray LLP and The Rosen Law Firm P.A., will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed $33^{1}/_{3}$% of the Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against the Defendants, in an amount not to exceed $140,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of Sonus Common Stock, if the Court approves Lead Counsel's fee and expense application, is $0.26 per affected share.

6. **Identification of Attorneys' Representatives:** Plaintiffs and the Settlement Class are represented by Garth A. Spencer, Esq., of Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067, (888) 773-9224, settlements@glancylaw.com; and Jacob A. Goldberg, Esq., of The Rosen Law Firm, P.A., 101 Greenwood Avenue, Suite 440, Jenkintown, PA 19046, (215) 600-2817, info@rosenlegal.com.

7. **Reasons for the Settlement:** Plaintiffs' principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation.

[3] On October 30, 2017, Sonus announced the completion of its merger with GENBAND US LLC, each becoming a wholly owned subsidiary of a parent company named "Sonus Networks, Inc." Sonus began conducting business as "Ribbon Communications, Inc." and its NASDAQ ticker symbol was changed from "SONS" to "RBBN."

[4] Pursuant to the Plan of Allocation, the total recovery for Sonus Call Options and Sonus Put Options is limited to 1% of the Net Settlement Fund.

Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN MARCH 15, 2024.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 37 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 38 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS *RECEIVED* NO LATER THAN APRIL 3, 2024.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS *RECEIVED* NO LATER THAN APRIL 3, 2024.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON APRIL 24, 2024 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS *RECEIVED* NO LATER THAN APRIL 3, 2024.	Filing a written objection and notice of intention to appear by April 3, 2024 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

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WHY DID I GET THE POSTCARD NOTICE?

8. The Court directed that the Postcard Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired Sonus Common Stock, and/or purchased or otherwise acquired Sonus Call Options, and/or wrote Sonus Put Options, during the Settlement Class Period, and suffered economic losses as a proximate result of the alleged wrongdoing. The Court also directed that this Notice be posted online at www.strategclaims.net/Sonus/ and mailed to you upon request to the Claims Administrator. The Court has directed us to disseminate these notices because, as a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing"). *See* paragraphs 87-88 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. Sonus was in the business of selling communications networking products and services to telecommunications providers and to other businesses such as large financial institutions and retailers. Sonus products included session border controllers, diameter signaling controllers, policy/routing servers, media and signaling gateways, and network analytics tools. This case involves Defendants' representations and guidance concerning Sonus's anticipated revenue for the first quarter of 2015. Plaintiffs allege that Defendants provided guidance for $74 million in revenue for the first quarter of 2015, but in fact knew that Sonus would not be able to achieve that forecast.

12. On November 8, 2018, Named Plaintiff Ron Miller initiated this action by filing a class action complaint in the United States District Court for the District of Massachusetts asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act"), 14 U.S.C. §§ 78j(b), 78t(a), and Securities and Exchange Commission Rule 10b-5, 17 C.F.R. 240.10b-5.

13. By Order dated June 21, 2019, the Court appointed Giuseppe Veleno and Gary Williams as Lead Plaintiffs and approved Lead Plaintiffs' selection of The Rosen Law Firm, P.A. and Glancy Prongay & Murray LLP as co-

Lead Counsel for the class. The Court further approved Lead Plaintiffs' selection of Andrews DeValerio LLP as Liaison Counsel.

14. On July 19, 2019, Plaintiffs filed and served their Amended Class Action Complaint, asserting claims against all Defendants for violations of the federal securities laws (the "Complaint").

15. Among other things, the Complaint alleged that Defendants published materially false and misleading statements regarding Sonus's first quarter 2015 revenue guidance. According to the Complaint, the alleged misrepresentations proximately caused Settlement Class Member losses when Sonus revealed that it in fact only expected $47 million to $50 million of first quarter 2015 revenue.

16. On August 30, 2019, Defendants moved to dismiss the Complaint. Plaintiffs filed their opposition to Defendants' motion on October 4, 2019, and on November 1, 2019, Defendants filed a reply brief. On February 12, 2020 the Court heard oral argument, and took the motion under advisement. On October 20, 2022, the Court denied Defendants' motion to dismiss.

17. On December 16, 2022, Defendants filed their answers to the Complaint, denying any liability.

18. On December 16, 2022, the Parties filed their Joint Rule 26(f) Report, after which they commenced discovery.

19. On February 28, 2023, the Court held a scheduling conference with the Parties and set certain case deadlines, including deadlines relating to Plaintiffs' planned motion for class certification.

20. While the Parties believe in the merits of their respective positions, they also recognized the benefits that would accrue if they could reach an agreement to resolve the Action. They began to discuss the possibility of exploring whether a settlement could be reached through a mediation process. The Parties selected David Geronemus, Esq. of JAMS as mediator.

21. On April 5, 2023, the Parties reached an agreement on certain scheduling and discovery matters, to conduct certain discovery prior to their planned mediation, and to defer class certification briefing and certain other discovery until after their planned mediation.

22. On April 7, 2023, the Parties filed a joint stipulation informing the Court that they had scheduled a private mediation for June 13, 2023, and requesting that the Court-ordered deadlines for class certification be continued until after the scheduled mediation. On April 12, 2023, the Court so ordered the Parties' joint stipulation to continue class certification deadlines.

23. In advance of the June 13, 2023 mediation, the Parties served and responded to interrogatories and requests for production of documents. Plaintiffs produced documents to Defendants, and Defendants took the depositions of Plaintiffs Giuseppe Veleno, Gary Williams, and Ron Miller. Defendants produced 11,512 documents spanning 40,607 bates number pages, and certain non-parties produced additional documents pursuant to subpoenas issued by Plaintiffs.

24. On June 13, 2023, the Parties participated in an all day, in-person mediation before the mediator, Mr. Geronemus. In advance of the mediation, the Parties exchanged, and provided to Mr. Geronemus, detailed mediation statements and exhibits, which addressed issues including liability, damages, and class certification. After a full day of mediation on June 13, 2023, the Parties accepted a mediator's proposal to settle the Action in return for a cash payment on behalf of Defendants of $4,500,000.

25. Based upon their investigation, prosecution, and mediation of the case, and their review of documents produced by Defendants, Plaintiffs and Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate to Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on the investigation and mediation of the case and Plaintiffs' direct oversight of the prosecution of this matter, and with the advice of counsel, Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (a) the substantial financial benefit that Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

26. Defendants are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and the Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants, or any other of the Defendants' Releasees (defined in ¶ 38 below), with respect to any claim or allegation of any fault

or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Defendants have, or could have, asserted. Similarly, the Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

27. On October 19, 2023, the Court preliminarily approved the Settlement, authorized the Postcard Notice to be mailed to potential Settlement Class Members and this Notice to be posted online and mailed to potential Settlement Class Members upon request, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

28. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

> all persons and entities that purchased or otherwise acquired publicly traded Sonus Common Stock, and/or purchased or otherwise acquired publicly traded Sonus Call Options, and/or wrote publicly traded Sonus Put Options, during the period between January 8, 2015 and March 24, 2015, both dates inclusive, and who suffered economic losses as a proximate result of the alleged wrongdoing.

Excluded from the Settlement Class are: (i) persons who suffered no compensable losses; and (ii)(a) Defendants; (b) present and former parents, subsidiaries, assigns, successors, predecessors and affiliates of Sonus;[5] (c) any person who served as an officer and/or director of Sonus during the Settlement Class Period and their Immediate Family members; (d) any entity in which the Defendants have or had a controlling interest; (e) any trust of which an Individual Defendant is the settler or which is for the benefit of an Individual Defendant and/or member(s) of their Immediate Families; (f) Defendants' liability insurance carriers; and (g) the legal representatives, heirs, successors, and assigns of any person or entity excluded under provisions (a) through (f) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court. *See* "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself," on page 16 below.

PLEASE NOTE: RECEIPT OF THE POSTCARD NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

> **If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available online at www.strategicclaims.net/Sonus/ or which can be mailed to you upon request to the Claims Administrator, and the required supporting documentation as set forth therein, postmarked or submitted online no later than March 15, 2024.**

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

29. Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. Plaintiffs and Lead Counsel also recognize that Defendants have numerous avenues of attack that could preclude a recovery as to Defendants' allegedly false and misleading statements. For example, Defendants would likely continue to assert that Plaintiffs' claims are time-barred by the statute of limitations. Defendants would also likely continue to argue that their statements were not knowingly false because they reasonably expected to achieve $74 million in first quarter 2015 revenue, and had no intent to deceive investors. Even if those hurdles to establishing liability were overcome, Defendants would likely assert that the statements at issue did not cause investors' losses, and would likely contest the existence and amount of any damages that could be attributed to the allegedly false statements. To receive any recovery, Plaintiffs would have to prevail at several stages, including class certification

[5] As used herein, the term "affiliates" means persons or entities that directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with one of the Defendants.

and summary judgment. If Plaintiffs' claims made it to trial and Plaintiffs prevailed, appeals would likely follow. Thus, there were significant risks attendant to the continued prosecution of the Action.

30. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Plaintiffs and Lead Counsel also believe that the Settlement provides a substantial benefit to the Settlement Class, namely $4,500,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller or no recovery after summary judgment, trial and appeals, possibly years in the future.

31. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

32. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either at summary judgment, at trial, or on appeal, the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

33. As a Settlement Class Member, you are represented by Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled "When And Where Will The Court Decide Whether To Approve The Settlement?" on page 17 below.

34. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled "What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?" on page 16 below.

35. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled "When And Where Will The Court Decide Whether To Approve The Settlement?" below.

36. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Plaintiffs and each of the other members of the Settlement Class, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Plaintiffs' Claims (as defined in ¶ 37 below) on behalf of the respective Settlement Class Member in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees (as defined in ¶ 38 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants or any of the other Defendants' Releasees.

37. "Released Plaintiffs' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Amended Class Action Complaint for Violations of the Federal Securities Laws ("Complaint"); or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint and that relate to the purchase or sale of Sonus Securities during the Settlement Class Period. Released Plaintiffs' Claims do not include any claims: (i) relating to the enforcement of

the Settlement; or (ii) of any person or entity who or which submits a request for exclusion that is accepted by the Court.

38. "Defendants' Releasees" means (i) each Defendant; (ii) Immediate Family members of the Individual Defendants; (iii) direct or indirect parent entities, subsidiaries, related entities, and affiliates of Sonus; (iv) any trust of which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant and/or his or her Immediate Family members; (v) for any of the individuals or entities listed in parts (i) through (iv), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof; and (vi) any entity in which a Defendant has a controlling interest; all in their capacities as such.

39. "Unknown Claims" means any Released Plaintiffs' Claims which any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant or any other Defendants' Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other Defendants' Releasees shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, 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 or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Defendants' Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

40. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released Defendants' Claims (as defined in ¶ 41 below) on behalf of Defendants in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against Plaintiffs and the other Plaintiffs' Releasees (as defined in ¶ 42 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs or any of the Plaintiffs' Releasees.

41. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendants. Released Defendants' Claims shall not include any claims relating to (i) the enforcement of the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

42. "Plaintiffs' Releasees" means (i) Plaintiffs, all other Settlement Class members, Lead Counsel, Liaison Counsel, and (ii) each of their respective Immediate Family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, all in their capacities as such.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

43. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked or submitted online no later than March 15, 2024**. A Claim Form is available on the website

maintained by the Claims Administrator for the Settlement, www.strategicclaims.net/Sonus/, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-866-274-4004. Please retain all records of your ownership of and transactions in Sonus Securities, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

44. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

45. Pursuant to the Settlement, Defendants have agreed to pay or caused to be paid $4,500,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (a) all federal, state, and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

46. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

47. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

48. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

49. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked or submitted online on or before March 15, 2024 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 37 above) against the Defendants and the Defendants' Releasees (as defined in ¶ 38 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendants or the Defendants' Releasees whether or not such Settlement Class Member submits a Claim Form.

50. Participants in and beneficiaries of a plan covered by ERISA ("ERISA Plan") should NOT include any information relating to their transactions in Sonus Securities held through the ERISA Plan in any Claim Form that they may submit in this Action. They should include ONLY those securities that they purchased, acquired or sold outside of the ERISA Plan. Claims based on any ERISA Plan's purchases, acquisitions or sales of Sonus Securities during the Settlement Class Period may be made by the plan's trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Settlement Class are participants in the ERISA Plan, such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by the ERISA Plan.

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

52. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

53. Only Settlement Class Members will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the

Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

PROPOSED PLAN OF ALLOCATION

54. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market or industry-wide factors, or company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formulas described below ("Recognized Loss").

55. A Recognized Loss will be calculated for each share of Sonus Common Stock, and each Sonus Call Option purchased or otherwise acquired during the Settlement Class Period, and each Sonus Put Option sold (written) during the Settlement Class Period. The calculation of Recognized Loss will depend upon several factors, including when the Sonus Securities were purchased or otherwise acquired during the Settlement Class Period, and in what amounts, and whether those securities were sold, and if sold, when they were sold, and for what amounts. The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund equitably to the extent that it is economically feasible.

56. The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that the prices of Sonus Common Stock were artificially inflated throughout the Settlement Class Period. The estimated alleged artificial inflation in the prices of Sonus Common Stock during the Settlement Class Period is reflected in Table 1, below. The computation of the estimated alleged artificial inflation in the prices of Sonus Common Stock during the Settlement Class Period is based on certain misrepresentations alleged by Plaintiffs and the price change in the securities, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Plaintiffs.

57. The U.S. securities laws allow investors to seek to recover losses caused by disclosures that correct the defendants' previous misleading statements or omissions. In this Action, Plaintiffs allege that corrective disclosures removed the artificial inflation in the prices of Sonus Common Stock on the following dates: March 20, 2015; March 23, 2015; and March 24, 2015 (the "Corrective Disclosure Dates"). Defendants deny that they made any misleading statements or omissions and therefore also deny that corrective disclosures were made. In order for a Settlement Class Member to have a Recognized Loss under the Plan of Allocation, with respect to Sonus Common Stock and Sonus Call Options, the stock or call options must have been purchased or acquired during the Settlement Class Period and held through at least one of the Corrective Disclosure Dates; and, with respect to Sonus Put Options, those options must have been sold (written) during the Settlement Class Period and not closed prior to at least one of the Corrective Disclosure Dates:

Table 1
Artificial Inflation in Sonus Common Stock

From	To	Per-Share Price Inflation
Thursday, January 8, 2015	Thursday, March 19, 2015	$6.61
Friday, March 20, 2015	Friday, March 20, 2015	$5.47
Monday, March 23, 2015	Monday, March 23, 2015	$4.24
Tuesday, March 24, 2015	Thereafter	$0.00

58. The per-share Recognized Loss for Sonus Common Stock shall be the Recognized Loss amount as described below in "Sonus Common Stock Recognized Loss Calculations." The per-option Recognized Loss for Sonus Call Options and Sonus Put Options shall be the Recognized Loss amount as described below in "Sonus Call and Put Option Recognized Loss Calculations."

59. The "90-day look back" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss for Sonus Common Stock. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on Sonus Common Stock purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the

Settlement Class Period (the "90-Day Lookback Period"[6]) cannot exceed the difference between the purchase price paid for such securities and its average price during the 90-Day Lookback Period. The Recognized Loss on Sonus Common Stock purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such securities and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

60. In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Sonus Securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

61. With respect to Sonus Securities, a Recognized Loss will be calculated as set forth below for each purchase or acquisition of Sonus Common Stock and Call Option contracts, and for each writing of Sonus Put Option contracts during the Settlement Class Period, that is listed in the Claim Form and for which adequate documentation is provided.

SONUS COMMON STOCK RECOGNIZED LOSS CALCULATIONS

62. For each share of Sonus Common Stock purchased or otherwise acquired during the Settlement Class Period, the Recognized Loss per share shall be calculated as follows:

I. For each share purchased during the period January 8, 2015 through March 23, 2015, inclusive,
   a. that was sold prior to March 20, 2015, the Recognized Loss is $0.00.
   b. that was sold on March 20, 2015 or March 23, 2015, inclusive, the Recognized Loss is *the lesser of*:
      i. the amount of per-share price inflation on the date of purchase as appears in Table 1 above *minus* the amount of per-share price inflation on the date of sale as appears in Table 1; or
      ii. the purchase price *minus* the sale price.
   c. that was sold on March 24, 2015, the Recognized Loss is *the lesser of*:
      i. the amount of per-share price inflation on the date of purchase as appears in Table 1 above; or
      ii. the purchase price *minus* the sale price.
   d. that was sold during the period March 25, 2015 through June 22, 2015, inclusive (*i.e.*, sold during the 90-Day Lookback Period), the Recognized Loss is *the least of*:
      i. the amount of per-share price inflation on the date of purchase as appears in Table 1; or
      ii. the purchase price *minus* the sale price; or
      iii. the purchase price *minus* the "90-Day Lookback Value" on the date of sale as provided in Table 2.
   e. that was still held as of the close of trading on June 22, 2015, the Recognized Loss is *the lesser of*:
      i. the amount of per-share price inflation on the date of purchase as appears in Table 1; or
      ii. the purchase price *minus* the average closing price for Sonus Common Stock during the 90-Day Lookback Period, which is $7.87.

II. For each share purchased on or after March 24, 2015, the Recognized Loss is $0.00.

[6] The Settlement Class Period ends on March 24, 2015. The 90-Day Lookback Period is March 25, 2015 through June 22, 2015, inclusive.

Table 2					
Sale/ Disposition Date	**90-Day Lookback Value**	**Sale/ Disposition Date**	**90-Day Lookback Value**	**Sale/ Disposition Date**	**90-Day Lookback Value**
3/25/2015	$8.38	4/24/2015	$7.89	5/26/2015	$7.87
3/26/2015	$8.23	4/27/2015	$7.90	5/27/2015	$7.87
3/27/2015	$8.15	4/28/2015	$7.90	5/28/2015	$7.87
3/30/2015	$8.11	4/29/2015	$7.91	5/29/2015	$7.87
3/31/2015	$8.06	4/30/2015	$7.91	6/1/2015	$7.87
4/1/2015	$8.05	5/1/2015	$7.91	6/2/2015	$7.86
4/2/2015	$8.03	5/4/2015	$7.91	6/3/2015	$7.86
4/6/2015	$8.01	5/5/2015	$7.91	6/4/2015	$7.86
4/7/2015	$7.99	5/6/2015	$7.90	6/5/2015	$7.87
4/8/2015	$7.96	5/7/2015	$7.90	6/8/2015	$7.87
4/9/2015	$7.93	5/8/2015	$7.89	6/9/2015	$7.87
4/10/2015	$7.90	5/11/2015	$7.89	6/10/2015	$7.87
4/13/2015	$7.88	5/12/2015	$7.89	6/11/2015	$7.86
4/14/2015	$7.86	5/13/2015	$7.89	6/12/2015	$7.86
4/15/2015	$7.85	5/14/2015	$7.89	6/15/2015	$7.86
4/16/2015	$7.86	5/15/2015	$7.89	6/16/2015	$7.86
4/17/2015	$7.85	5/18/2015	$7.89	6/17/2015	$7.86
4/20/2015	$7.87	5/19/2015	$7.89	6/18/2015	$7.86
4/21/2015	$7.86	5/20/2015	$7.88	6/19/2015	$7.87
4/22/2015	$7.86	5/21/2015	$7.88	6/22/2015	$7.87
4/23/2015	$7.87	5/22/2015	$7.88	N/A	N/A

SONUS CALL AND PUT OPTION RECOGNIZED LOSS CALCULATIONS

63. For each Sonus Call Option purchased or otherwise acquired during the Settlement Class Period, the Recognized Loss per option shall be calculated as follows:

I. For each Sonus Call Option not held at the opening of trading on at least one of the Corrective Disclosure Dates as defined above, the Recognized Loss is $0.00.

II. For each Sonus Call Option purchased during the period January 8, 2015 through March 23, 2015, inclusive, and held at the opening of trading on one or more of the Corrective Disclosure Dates as defined above,

a. that was subsequently sold prior to the close of trading on March 24, 2015, the Recognized Loss is the purchase price *minus* the sale price.

b. that was subsequently exercised prior to the close of trading on March 24, 2015, the Recognized Loss is the purchase price *minus* the intrinsic value of the Sonus Call Option on the date of exercise, where the intrinsic value shall be *the greater of*: (i) $0.00 or (ii) the closing price of Sonus Common Stock on the date of exercise *minus* the strike price of the option.

c. that expired unexercised prior to the close of trading on March 24, 2015, the Recognized Loss is equal to the purchase price.

d. that was still held as of the close of trading March 24, 2015, the Recognized Loss is the purchase price *minus* the intrinsic value of the Sonus Call Option as of the close of trading on March 24, 2015, where the intrinsic value shall be *the greater of*: (i) $0.00 or (ii) $8.70[7] *minus* the strike price of the option.

III. For each Sonus Call Option purchased on March 24, 2015 or after, the Recognized Loss is $0.00.

[7] $8.70 is the closing price of Sonus Common Stock on March 24, 2015.

No Recognized Loss shall be calculated based upon the purchase or acquisition of any Sonus Call Option that had been previously sold or written.

64. For each Sonus Put Option written during the Settlement Class Period, the Recognized Loss per option shall be calculated as follows:

I. For each Sonus Put Option not open (*i.e.*, not outstanding) at the opening of trading on at least one of the Corrective Disclosure Dates as defined above, the Recognized Loss is $0.00.

II. For each Sonus Put Option sold during the period January 8, 2015 through March 23, 2015, inclusive, and still outstanding at the opening of trading on one or more of the Corrective Disclosure Dates as defined above,

a. that was subsequently purchased prior to the close of trading on March 24, 2015, the Recognized Loss is the purchase price *minus* the sale price.

b. that was subsequently exercised (*i.e.*, assigned) prior to the close of trading on March 24, 2015, the Recognized Loss is the intrinsic value of the Sonus Put Option on the date of exercise *minus* the sale price, where the intrinsic value shall be *the greater of*: (i) $0.00 or (ii) the strike price of the option *minus* the closing price of Sonus Common Stock on the date of exercise.

c. that expired unexercised prior to the close of trading on March 24, 2015, the Recognized Loss $0.00.

d. that was still outstanding as of the close of trading March 24, 2015, the Recognized Loss is the intrinsic value of the Sonus Put Option as of the close of trading on March 24, 2015 *minus* the sale price, where the intrinsic value shall be *the greater of*: (i) $0.00 or (ii) the strike price of the option *minus* $8.70.

III. For each Sonus Put Option sold on March 24, 2015 or later, the Recognized Loss is $0.00.

No Recognized Loss shall be calculated based upon the sale or writing of any Sonus Put Option that had been previously purchased or acquired.

65. **Maximum Recovery for Options:** Settlement proceeds available for Sonus Call Options purchased during the Settlement Class Period and Sonus Put Options written during the Settlement Class Period shall be limited to a total amount equal to 1% of the Net Settlement Fund.[8]

ADDITIONAL PROVISIONS

66. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" under the Plan of Allocation will be the sum of his, her, or its Recognized Loss amounts as calculated above with respect to all Sonus Securities.

67. **FIFO Matching:** If a Settlement Class Member made more than one purchase/acquisition or sale of any Sonus Security during the Settlement Class Period, all purchases/acquisitions and sales of the like security shall be matched on a First In, First Out ("FIFO") basis. With respect to Sonus Common Stock and Call Options, Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period. For Sonus Put Options, Settlement Class Period purchases will be matched first to close out positions open at the beginning of the Settlement Class Period, and then against Sonus Put Options sold (written) during the Settlement Class Period in chronological order.

68. **"Purchase/Sale" Dates:** Purchases or acquisitions and sales of Sonus Securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Sonus Securities during the Settlement Class Period shall not be deemed a purchase, acquisition, or sale of these Sonus Securities for the calculation of a Claimant's Recognized Loss, nor shall such receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Sonus Securities unless (i) the donor or decedent purchased or otherwise acquired such Sonus Securities during the Settlement Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer

[8] Sonus Call and Put Option trading accounted for less than 1% of total dollar trading volume for Sonus Securities during the Settlement Class Period. Consequently, claims for Sonus Call and Put Option transactions are allotted 1% of the Settlement pursuant to the Plan of Allocation.

such rights; and (iii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Sonus Securities.

69. **Short Sales:** With respect to Sonus Common Stock, the date of covering a "short sale" is deemed to be the date of purchase or acquisition of the stock. The date of a "short sale" is deemed to be the date of sale of the Sonus Common Stock. In accordance with the Plan of Allocation, however, the Recognized Loss on "short sales" is zero.

70. In the event that a Claimant has an opening short position in Sonus Common Stock, the earliest purchases or acquisitions of Sonus Common Stock during the Settlement Class Period shall be matched against such opening short position, and shall not be entitled to a recovery, until that short position is fully covered.

71. If a Settlement Class Member has "written" Sonus Call Options, thereby having a short position in the Call Options, the date of covering such a written position is deemed to be the date of purchase or acquisition of the Call Option. The date on which the Sonus Call Option was written is deemed to be the date of sale of the Call Option. In accordance with the Plan of Allocation, however, the Recognized Loss on "written" Sonus Call Options is zero. In the event that a Claimant has an opening written position in Sonus Call Options, the earliest purchases or acquisitions of like Call Options during the Settlement Class Period shall be matched against such opening written position, and shall not be entitled to a recovery, until that written position is fully covered.

72. If a Settlement Class Member has purchased or acquired Sonus Put Options, thereby having a long position in the Put Options, the date of purchase/acquisition is deemed to be the date of purchase/acquisition of the Put Option. The date on which the Sonus Put Option was sold, exercised, or expired is deemed to be the date of sale of the Put Option. In accordance with the Plan of Allocation, however, the Recognized Loss on purchased/acquired Put Options is zero. In the event that a Claimant has an opening long position in Sonus Put Options, the earliest sales or dispositions of like Put Options during the Settlement Class Period shall be matched against such opening position, and not be entitled to a recovery, until that long position is fully covered.

73. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to Sonus Common Stock purchased or sold through the exercise of an option, the purchase/sale date of the stock is the exercise date of the option and the purchase/sale price of the stock is the closing price of Sonus Common Stock on the exercise date. Any Recognized Loss arising from purchases of Sonus Common Stock acquired during the Settlement Class Period through the exercise of an option on Sonus Common Stock shall be computed as provided for other purchases of Sonus Common Stock in the Plan of Allocation.

74. **Market Gains and Losses:** With respect to all Sonus Common Stock and Sonus Call Options purchased or acquired or Sonus Put Options sold (written) during the Settlement Class Period, the Claims Administrator will determine if the Claimant had a Market Gain or a Market Loss with respect to his, her or its overall transactions in those shares and options during the Settlement Class Period. For purposes of making this calculation, with respect to Sonus Common Stock and Call Options, the Claims Administrator shall determine the difference between (i) the Claimant's Total Purchase Amount[9] and (ii) the sum of the Claimant's Sales Proceeds[10] and the Claimant's Holding Value.[11] For Sonus Common Stock and Call Options, if the Claimant's Total Purchase Amount *minus* the sum of the Claimant's Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain. With respect to Sonus Put Options, the Claims Administrator shall determine the difference between (i) the sum of the

[9] For Sonus Common Stock and Call Options, the "Total Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes, and commissions) for all such Sonus Securities purchased or acquired during the Settlement Class Period.

[10] For Sonus Common Stock and Call Options, the Claims Administrator shall match any sales of such Sonus Securities during the Settlement Class Period first against the Claimant's opening position in the like Sonus Securities (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received for sales of the remaining like Sonus Securities sold during the Settlement Class Period is the "Sales Proceeds."

[11] For each share of Sonus Common Stock purchased or acquired during the Settlement Class Period that was still held as of the close of trading on March 24, 2015, the Claims Administrator shall ascribe a "Holding Value" of $8.70. For each Sonus Call Option purchased or acquired during the Settlement Class Period that was still held as of the close of trading on March 24, 2015, the Claims Administrator shall ascribe a "Holding Value" for that option which shall be *the greater of*: (i) $0.00 or (ii) $8.70 *minus* the strike price of the option.

Claimant's Total Purchase Amount[12] and the Claimant's Holding Value;[13] and (ii) the Claimant's Sale Proceeds.[14] For Sonus Put Options, if the sum of the Claimant's Total Purchase Amount and the Claimant's Holding Value *minus* the Claimant's Sales Proceeds is a positive number, that number will be the Claimant's Market Loss; if the number is a negative number or zero, that number will be the Claimant's Market Gain.

75. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Sonus Securities during the Settlement Class Period, the value of the Claimant's Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Sonus Securities during the Settlement Class Period but that Market Loss was less than the Claimant's Recognized Claim calculated above, then the Claimant's Recognized Claim will be limited to the amount of the Market Loss.

76. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

77. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

78. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is $10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than $10.00, it will not be included in the calculation (*i.e.*, the Recognized Claim will be deemed to be zero) and no distribution will be made to that Authorized Claimant. Any prorated amounts of less than $10.00 will be included in the pool distributed to those whose prorated payments are $10.00 or greater.

79. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least $10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least $10.00 on such additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

80. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants, and there shall be no appeal to any court, including the U.S. Court of Appeals for the First Circuit. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be deemed to have knowingly and intentionally waived the right to appeal any

[12] For Sonus Put Options, the Claims Administrator shall match any purchases during the Settlement Class Period to close out positions in Sonus Put Options first against the Claimant's opening position in Sonus Put Options (the total amount paid with respect to those purchases will not be considered for purposes of calculating market gains or losses). The total amount paid for the remaining purchases during the Settlement Class Period to close out positions in Put Options is the "Total Purchase Amount."

[13] For each Sonus Put Option sold (written) during the Settlement Class Period that was still outstanding as of the close of trading on March 24, 2015, the Claims Administrator shall ascribe a "Holding Value" for that option which shall be *the greater of*: (i) $0.00 or (ii) the strike price of the option *minus* $8.70.

[14] For Sonus Put Options, the total amount received for put options sold (written) during the Settlement Class Period is the "Sales Proceeds."

decision of the Court with respect to the administration, processing, payment, and determination of Claims and the determination of all controversies relating thereto. No person shall have any claim against Plaintiffs, Lead Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Plaintiffs' Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants, and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

81. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. No Defendant, nor any other Defendants' Releasees, shall have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, www.strategicclaims.net/Sonus/.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

82. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed $140,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Plaintiffs directly related to their representation of the Settlement Class in an aggregate amount not to exceed $30,000. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS? HOW DO I EXCLUDE MYSELF?

83. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *Miller v. Sonus Networks, Inc Securities Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. The exclusion request must be ***received*** no later than April 3, 2024. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must: (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *Miller v. Sonus Networks, Inc. et al.*, Case No. 1:18-cv-12344-GAO"; and (c) be signed by the person or entity requesting exclusion or an authorized representative. In addition, a request for exclusion must state the number and type of Sonus Securities that the person or entity requesting exclusion purchased, acquired, wrote, and sold during the Settlement Class Period (*i.e.*, from January 8, 2015 and March 24, 2015, both dates inclusive), as well as the dates and prices of each such purchase/acquisition and sale/writing. A Request for Exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

84. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

85. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

86. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Plaintiffs and Defendants.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

87. **Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing**.

88. The Settlement Hearing will be held on April 24, 2024 at 2:00 p.m., before the Honorable George A. O'Toole, Jr. at the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, Courtroom 22, 1 Courthouse Way, Boston, MA 02210. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

89. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of Massachusetts at the address set forth below on or before April 3, 2024. You must also serve the papers on Lead Counsel and on Defendants' Counsel at the addresses set forth below so that the papers are ***received*** **on or before April 3, 2024**.

Clerk's Office	**Lead Counsel**	**Sonus's Counsel**
United States District Court District of Massachusetts Clerk of the Court United States Courthouse 1 Courthouse Way Boston, MA 02210	**Glancy Prongay & Murray LLP** Garth A. Spencer, Esq. 1925 Century Park East Suite 2100 Los Angeles, CA 90067 **The Rosen Law Firm, P.A.** Jacob A. Goldberg, Esq. 101 Greenwood Avenue Suite 440 Jenkintown, PA 19046	**Wilmer Cutler Pickering Hale and Dorr LLP** John F. Batter III, Esq. 60 State Street Boston, MA 02109 **Mr. Dolan's Counsel** **Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC** John F. Sylvia, Esq. One Financial Center Boston, MA 02111 **Mr. Greenquist's Counsel** **Morvillo PLLC** Gregory Morvillo, Esq. 1740 Broadway, 15th Floor New York, NY 10019 **Mr. Swade's Counsel** **Sidley Austin LLP** Kathryn L. Alessi 60 State Street, 36th Floor Boston, MA 02109

90. Any objection (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number and type of Sonus Securities that the person or entity

objecting purchased, acquired, wrote, and sold during the Settlement Class Period (*i.e.*, from January 8, 2015 and March 24, 2015, both dates inclusive), as well as the dates and prices of each such purchase/acquisition and sale/writing. You may not object to the Settlement, the Plan of Allocation or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

91. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

92. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is ***received*** **on or before April 3, 2024**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

93. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in ¶ 89 above so that the notice is ***received*** **on or April 3, 2024**.

94. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Hearing, you should confirm the date, time and location on the settlement website www.strategicclaims.net/Sonus/, or with Lead Counsel.

95. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

96. If you purchased or otherwise acquired Sonus Common Stock, and/or Sonus Call Options, and/or wrote Sonus Put Options, from January 8, 2015 and March 24, 2015, both dates inclusive, for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, request a link to the Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such beneficial owners for whom valid email addresses are available; or (c) within seven (7) calendar days of receipt of the Claims Administrator's notice of the Settlement, provide a list of the names, mailing addresses and email addresses (to the extent available) of all such beneficial owners to *Miller v. Sonus Networks, Inc. Securities Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. If you choose option (c), the Claims Administrator will send a copy of the Postcard Notice, or email a link to the Notice and Claim Form, to the beneficial owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order up to a maximum of $0.05 per name and address provided to the Claims Administrator; up to $0.05 per Postcard Notice actually mailed, plus postage at the rate used by the Claims Administrator; or up to $0.05 per link to the Notice and Claim Form transmitted by email. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. Copies of this Notice and the Claim Form may be obtained from the website maintained by the Claims Administrator, www.strategicclaims.net/Sonus/, or by calling the Claims Administrator toll-free at 1-866-274-4004.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

97. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, MA 02210. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, www.strategicclaims.net/Sonus/.

All inquiries concerning this Notice and the Claim Form should be directed to the Claims Administrator or Lead Counsel at:

Miller v. Sonus Networks, Inc. Securities Litigation. c/o Strategic Claims Services P.O. Box 230 600 N. Jackson Street Suite 205 Media, PA 19063 (866) 274-4004 info@strategicclaims.net www.strategicclaims.net/Sonus/	and/or	Garth A. Spencer, Esq. GLANCY PRONGAY & MURRAY LLP 1925 Century Park East Suite 2100 Los Angeles, CA 90067 (888) 773-9224 settlements@glancylaw.com Jacob A. Goldberg, Esq. THE ROSEN LAW FIRM, P.A. 101 Greenwood Avenue Suite 440 Jenkintown, PA 19046 Telephone: (215) 600-2817 info@rosenlegal.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: October 19, 2023

By Order of the Court
United States District Court
District of Massachusetts

Miller v. Sonus Networks, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
Email: info@strategicclaims.net
Settlement Website: www.strategicclaims.net/Sonus/

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must be a Settlement Class Member and complete and sign this Proof of Claim and Release Form ("Claim Form") and mail it by first-class mail to the above address, or submit it through the settlement website listed above, **so that it is postmarked or submitted no later than March 15, 2024.**

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to recover any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the settling parties or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART I – CLAIMANT INFORMATION

(Please read General Instructions below before completing this page.)

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner's Name

Co-Beneficial Owner's Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address1 (street name and number)

Address2 (apartment, unit or box number)

City	State	Zip Code

Foreign Country (only if not USA)

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (home)	Telephone Number (work)

Email address (Email address is not required, but if you provide it, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.):

Account Number (account(s) through which the securities were traded)[15]:

Claimant Account Type (check appropriate box):

- ☐ Individual (includes joint owner accounts)
- ☐ Pension Plan
- ☐ Trust
- ☐ Corporation
- ☐ Estate
- ☐ IRA/401K
- ☐ Other _____ (please specify)

[15] If the account number is unknown, you may leave blank. If the same legal entity traded through more than one account you may write "multiple." Please see paragraph 11 of the General Instructions for more information on when to file separate Claim Forms for multiple accounts, *i.e.*, when you are filing on behalf of distinct legal entities.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein. These documents can be found online at the settlement website created by the Claims Administrator for this case at www.strategicclaims.net/Sonus/.

2. This Claim Form is directed to all persons and entities that between January 8, 2015, and March 24, 2015, inclusive (the "Settlement Class Period"), purchased or otherwise acquired publicly traded (i) common stock of Sonus Networks, Inc. ("Sonus") (n/k/a Ribbon Communications, Inc.) ("Sonus Common Stock"), and/or (ii) Sonus call options ("Sonus Call Options"), and/or wrote Sonus put options ("Sonus Put Options") and suffered economic losses as a proximate result of the alleged wrongdoing (together, the "Settlement Class"). Sonus Common Stock, Call Options, and Put Options are referred to collectively as "Sonus Securities." All persons and entities that are members of the Settlement Class are referred to as "Settlement Class Members."

3. Excluded from the Settlement Class are: (i) persons who suffered no compensable losses; and (ii) (a) Defendants; (b) present and former parents, subsidiaries, assigns, successors, predecessors, and affiliates of Sonus;[16] (c) any person who served as an officer and/or director of Sonus during the Settlement Class Period and their Immediate Family members; (d) any entity in which the Defendants have or had a controlling interest; (e) any trust of which an Individual Defendant is the settler or which is for the benefit of an Individual Defendant and/or member(s) of their immediate families; (f) Defendants' liability insurance carriers; and (g) the legal representatives, heirs, successors, and assigns of any person or entity excluded under provisions (a) through (f) hereof. Also excluded from the Settlement Class are any persons and entities who or which submit a request for exclusion from the Settlement Class that is accepted by the Court.

4. If you are not a Settlement Class Member do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE SETTLEMENT CLASS (AS SET FORTH IN PARAGRAPH 3 ABOVE), ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. If you are a Settlement Class Member, you will be bound by the terms of any judgments or orders entered in the Action WHETHER OR NOT YOU SUBMIT A CLAIM FORM, unless you submit a request for exclusion from the Settlement Class. Thus, if you are a Settlement Class Member, the Judgment will release, and enjoin the filing or continued prosecution of, the Released Plaintiffs' Claims against the Defendants' Releasees.

6. You are eligible to participate in the distribution of the Net Settlement Fund only if you are a member of the Settlement Class and if you complete and return this form as specified below. If you fail to submit a timely, properly addressed, and completed Claim Form with the required documentation, your claim may be rejected and you may be precluded from receiving any distribution from the Net Settlement Fund.

7. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation approved by the Court.

8. Use the Schedules of Transactions in Parts III–V of this Claim Form to supply all required details of your transaction(s) (including free transfers) in and holdings of the applicable Sonus Securities. On the Schedules of Transactions, please provide all of the requested information with respect to your holdings, purchases, acquisitions and sales of the applicable Sonus Securities, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.

[16] For the avoidance of doubt, "affiliates" are persons or entities that directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with one of the Defendants.

9. Please note: Only Sonus Common Stock and Sonus Call Options purchased/acquired, and Sonus Put Options sold, during the Settlement Class Period (*i.e.*, from January 8, 2015 to March 24, 2015, both dates inclusive) are eligible under the Settlement. However, under the PSLRA "90-Day Lookback Period" (described in the Plan of Allocation set forth in the Notice), your sales of Sonus Common Stock during the period from March 25, 2015, through and including June 22, 2015, will be used for purposes of calculating your Recognized Loss under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to process your claim, the requested purchase and sale information during the 90-Day Lookback Period must also be provided.

10. You are required to submit genuine and sufficient documentation for all of your transactions and holdings of the applicable Sonus Securities set forth in the Schedules of Transactions in Parts III–V of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Sonus Securities. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

11. Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions through an account that is in the name of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made through an account in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

12. All joint beneficial owners must sign this Claim Form. If you purchased or otherwise acquired Sonus Common Stock or Sonus Call Options, or sold Sonus Put Options, during the Settlement Class Period and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased or otherwise acquired Sonus Common Stock or Sonus Call Options, or sold Sonus Put Options, during the Settlement Class Period and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

13. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

(a) expressly state the capacity in which they are acting;

(b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Sonus Securities; and

(c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another person's accounts.)

14. By submitting a signed Claim Form, you will be swearing that you:

(a) own(ed) the Sonus Securities you have listed in the Claim Form; or

(b) are expressly authorized to act on behalf of the owner thereof.

15. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

16. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after the completion of all claims processing. This could take substantial time. Please be patient.

17. PLEASE NOTE: As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her or its pro rata share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant, however, calculates to less than $10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, Strategic Claims Services, by email at info@strategicclaims.net, or by toll-free phone at (866)-274-4004, or you may download the documents from the Settlement website, www.strategicclaims.net/Sonus/.

19. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at https://www.strategicclaims.net/institutional-filers/ or you may email the Claims Administrator's electronic filing department at efile@strategicclaims.net. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at efile@strategicclaims.net to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR EMAIL. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 45 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR EMAIL WITHIN 45 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT (866)274-4004.

PART III – SCHEDULE OF TRANSACTIONS IN SONUS COMMON STOCK

Complete this Part III if and only if you purchased/acquired Sonus Common Stock during the period from January 8, 2015 through March 24, 2015, inclusive. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than Sonus Common Stock.

1. BEGINNING HOLDINGS – State the total number of shares of Sonus Common Stock held as of the close of trading on January 7, 2015. (Must be documented.) If none, write "zero" or "0." _____

2. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD – Separately list each and every purchase/acquisition (including free receipts) of Sonus Common Stock from after the opening of trading on January 8, 2015, through and including the close of trading on March 24, 2015. (Must be documented.)

Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		$	$
/ /		$	$
/ /		$	$
/ /		$	$

3. PURCHASES/ACQUISITIONS DURING THE 90-DAY LOOKBACK PERIOD – State the total number of shares of Sonus Common Stock purchased/acquired (including free receipts) from after the opening of trading on March 25, 2015, through and including the close of trading on June 22, 2015. If none, write "zero" or "0."[17] _____

4. SALES DURING THE SETTLEMENT CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD – Separately list each and every sale/disposition (including free deliveries) of Sonus Common Stock from after the opening of trading on January 8, 2015, through and including the close of trading on June 22, 2015. (Must be documented.)

IF NONE, CHECK HERE ○

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		$	$
/ /		$	$
/ /		$	$
/ /		$	$

5. ENDING HOLDINGS – State the total number of shares of Sonus Common Stock held as of the close of trading on June 22, 2015. (Must be documented.) If none, write "zero" or "0." _____

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet.

[17] **Please note**: Information requested with respect to your purchases/acquisitions of Sonus Common Stock from after the opening of trading on March 25, 2015, through and including the close of trading on June 22, 2015, is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Loss pursuant to the Plan of Allocation.

PART IV– SCHEDULE OF TRANSACTIONS IN SONUS CALL OPTIONS

Complete this Part IV if and only if you purchased/acquired Sonus Call Options during the period from January 8, 2015 through March 24, 2015, inclusive. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than Sonus Call Options.

1. BEGINNING HOLDINGS – Separately list all positions in Sonus Call Option contracts in which you had an open interest as of the close of trading on January 7, 2015. (Must be documented.)			**IF NONE, CHECK HERE**
Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Option Class Symbol	Number of Call Option Contracts in Which You Had an Open Interest
$	/ /		
$	/ /		
$	/ /		
$	/ /		

2. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD – Separately list each and every purchase/acquisition (including free receipts) of Sonus Call Option contracts from after the opening of trading on January 8, 2015, through and including the close of trading on March 24, 2015. (Must be documented.)

Date of Purchase/ Acquisition (List Chrono-logically) (Month/ Day/ Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/ Year)	Option Class Symbol	Number of Call Option Contracts Purchased/ Acquired	Purchase/ Acquisition Price Per Call Option Contract	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Insert an "E" if Exercised Insert an "A" if Assigned Insert an "X" if Expired	Exercise Date (Month/ Day/ Year)
/ /	$	/ /			$	$		/ /
/ /	$	/ /			$	$		/ /
/ /	$	/ /			$	$		/ /
/ /	$	/ /			$	$		/ /

3. SALES DURING THE SETTLEMENT CLASS PERIOD – Separately list each and every sale/disposition (including free deliveries) of Sonus Call Options from after the opening of trading on January 8, 2015, through and including the close of trading on March 24, 2015. (Must be documented.)						**IF NONE, CHECK HERE** ○
Date of Sale (List Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Option Class Symbol	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions, and fees)
/ /	$	/ /			$	$
/ /	$	/ /			$	$
/ /	$	/ /			$	$
/ /	$	/ /			$	$

4. ENDING HOLDINGS – Separately list all positions in Sonus Call Option contracts in which you had an open interest as of the close of trading on March 24, 2015. (Must be documented.)			**IF NONE, CHECK HERE** ○
Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Option Class Symbol	Number of Call Option Contracts in Which You Had an Open Interest
$	/ /		
$	/ /		
$	/ /		
$	/ /		

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet.

PART V – SCHEDULE OF TRANSACTIONS IN SONUS PUT OPTIONS

Complete this Part V if and only if you sold (wrote) Sonus Put Options during the period from January 8, 2015 through March 24, 2015, inclusive. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than Sonus Put Options.

1. BEGINNING HOLDINGS – Separately list all positions in Sonus Put Option contracts in which you had an open interest as of the close of trading on January 7, 2015. (Must be documented.)			**IF NONE, CHECK HERE** ○
Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Option Class Symbol	Number of Put Option Contracts in Which You Had an Open Interest
$	/ /		
$	/ /		
$	/ /		
$	/ /		

2. SALES (WRITING) DURING THE SETTLEMENT CLASS PERIOD – Separately list each and every sale (writing) (including free deliveries) of Sonus Put Option contracts from after the opening of trading on January 8, 2015, through and including the close of trading on March 24, 2015. (Must be documented.)

Date of Sale (Writing) (List Chronologically) (Month/Day/ Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/ Year)	Option Class Symbol	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an "A" if Assigned Insert an "E" if Exercised Insert an "X" if Expired	Exercise Date (Month/ Day/ Year)
/ /	$	/ /				$		/ /
/ /	$	/ /				$		/ /
/ /	$	/ /				$		/ /
/ /	$	/ /				$		/ /

3. PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD – Separately list each and every purchase/acquisition (including free receipts) of Sonus Put Option contracts from after the opening of trading on January 8, 2015, through and including the close of trading on March 24, 2015. (Must be documented.)						**IF NONE, CHECK HERE** ○
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/ Year)	Option Class Symbol	Number of Put Option Contracts Purchased/ Acquired	Purchase/ Acquisition Price Per Put Option Contract	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)
/ /	$	/ /				$
/ /	$	/ /				$
/ /	$	/ /				$
/ /	$	/ /				$

4. ENDING HOLDINGS – Separately list all positions in Sonus Put Option contracts in which you had an open interest as of the close of trading on March 24, 2015. (Must be documented.)			**IF NONE, CHECK HERE** ○
Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Option Class Symbol	Number of Put Option Contracts in Which You Had an Open Interest
$	/ /		
$	/ /		
$	/ /		
$	/ /		

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet.

PART VI – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 29 OF THIS CLAIM FORM.

I (we) hereby acknowledge that as of the Effective Date of the Settlement, pursuant to the terms set forth in the Stipulation, I (we), on behalf of myself (ourselves) and on behalf of any other person or entity legally entitled to bring Released Plaintiffs' Claims (as defined in the Stipulation and in the Notice) on my (our) in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees (as defined in the Stipulation and in the Notice), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants or any of the other Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice and in paragraph 2 on page 22 of this Claim Form, and is (are) not excluded from the Settlement Class by definition or pursuant to request as set forth in the Notice and in paragraph 3 on page 22 of this Claim Form;
3. that I (we) own(ed) the Sonus Common Stock and Sonus Call Options and had an interest in the Sonus Put Options identified in the Claim Form and have not assigned the claim against the Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;

4. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') claim and for purposes of enforcing the releases set forth herein;

5. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator or the Court may require;

6. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;

7. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

8. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it/they is (are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it/they is (are) no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant Date

Print your name here

Signature of joint Claimant, if any Date

Print your name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant Date

Print your name here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, *etc*. (Must provide evidence of authority to act on behalf of claimant – see paragraph 13 on page 23 of this Claim Form.)

THIS PROOF OF CLAIM MUST BE SUBMITTED ELECTRONICALLY AT WWW.STRATEGICCLAIMS.NET/SONUS/ BY 11:59 P.M. EST ON MARCH 15, 2024, OR MAILED TO THE CLAIMS ADMINISTRATOR AT THE BELOW ADDRESS, POSTMARKED NO LATER THAN MARCH 15, 2024:

Miller v. Sonus Networks, Inc. Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before March 15, 2024 is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

Miller v. Sonus Networks, Inc. Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
Media, PA 19063

IMPORTANT LEGAL NOTICE – PLEASE FORWARD

REMINDER CHECKLIST:

1. Please sign the above release and certification on page 29. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original security certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Claim Form by mail or email within 45 days. Your claim is not deemed filed until you receive an acknowledgement postcard or email. **If you do not receive an acknowledgement postcard or email within 45 days, please call the Claims Administrator toll free at (866) 274-4004.**
7. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please submit the new information to the Claims Administrator. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at info@strategicclaims.net, or toll-free at (866) 274-4004, or visit www.strategicclaims.net/Sonus/. Please DO NOT call Sonus or the Individual Defendants or their counsel with questions regarding your claim.