

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE SONUS NETWORKS, INC.
SECURITIES LITIGATION-II

Civil Action No. 06-CV-10040 (MLW)

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION,
APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND FAIRNESS HEARING**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

If you purchased Sonus Networks, Inc. ("Sonus" or the "Company") common stock during the period from December 11, 2000 through January 16, 2002, inclusive (the "Settlement Class Period"), you could receive a payment from the class action settlement described below.

- The settlement will provide \$9,500,000 for the benefit of investors who purchased Sonus common stock ("Sonus Shares") during the Settlement Class Period¹ – December 11, 2000 through January 16, 2002, inclusive (the "Settlement Class"). Lead Plaintiff estimates that the recovery per 100 damaged Shares would be approximately \$5.00 before the deduction of attorney, notice, administrative and tax fees, costs and expenses as approved by the Court. As described further below, Recognized Losses will vary greatly and many Settlement Class Members may have recoveries greater than \$5.00 per 100 damaged Shares.
- These rights and options – **and the deadlines to exercise them** – are explained in this Notice. **Any deadlines established may be altered by the Court for good cause shown.**
- The Settlement resolves a lawsuit over allegations that Defendants made false and misleading statements during the Settlement Class Period. Defendants deny all allegations of wrongdoing.
- **If you are a Settlement Class Member your legal rights will be affected by the Action and this Settlement, whether you act or do not act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment. <i>(By July 5, 2009)</i>
EXCLUDE YOURSELF	Get no payment , and not be bound by the Settlement. <i>(By May 15, 2009)</i>
OBJECT	Write to the Court about why you do not like the Settlement. <i>(By May 15, 2009)</i>
GO TO A HEARING	Ask to speak in Court about the Settlement. <i>(On June 16, 2009 at 3:00 P.M.)</i>
DO NOTHING	Get no payment. Give up rights.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

SUMMARY NOTICE

Statement of Plaintiff Recovery

Pursuant to the Settlement described herein, Sonus will make a payment into an account established for the benefit of the Class, in the amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000) in cash (the "Settlement Amount"). The Settlement Amount will be invested in interest-bearing U.S. government securities. The Settlement Amount plus interest, in whatever amount it ultimately accrues, will be available for the benefit of the Settlement Class.

Sonus has agreed to pay up to \$100,000 in costs associated with the printing, production and dissemination of this Notice. This amount benefits the Settlement Class as the costs of Notice would otherwise be paid from the Settlement Amount, reducing the amount available for distribution. The Settlement Amount plus the amount, up to \$100,000, to be paid by Sonus for Notice costs, is referred to herein as the Settlement Benefit.

The amounts of either your Recognized Loss or your recovery from the Net Settlement Fund are not the same as your market losses from trading in Sonus Shares during the Settlement Class Period. The recovery received by Settlement Class Members in this case is a portion of the claimed damages suffered by Settlement Class Members as a result of the conduct alleged in the Complaint.

Your recovery will depend on the number of Sonus Shares you purchased and sold during the Settlement Class Period and the timing of those purchases and any sales during the Settlement Class Period. Under the federal securities laws, the Settlement Class's recovery in the Action is limited by the amount of the decline in Sonus's Share prices caused by disclosure of information purportedly revealing the truth of the prior allegedly false or misleading statements or omissions alleged in the Complaint. During the Settlement Class Period, Sonus Shares declined in value for a number of reasons, only a part of which was allegedly caused by disclosure of the purportedly concealed information; a significant portion of the decline in the Shares was for reasons that Plaintiffs concede were not related to the conduct alleged in the Complaint.

¹ Capitalized terms that are not defined herein may be defined in the Stipulation of Settlement, Plan of Allocation or other documents relating to the Settlement. If you have any questions about the definition of a capitalized term you may contact the lawyers or the Claims Administrator as described in this Summary or in the answer to question 24 below.

Lead Plaintiff estimates that approximately 181.3 million Sonus Shares were available to trade during the Settlement Class Period, and that assuming: (i) each of those Shares was traded during the Settlement Class Period; (ii) all the holders of those Shares file claims in the Action; and (iii) each of those Shares has the maximum Recognized Loss under the Plan of Allocation (see attached), the average recovery per each of those 181.3 million Sonus Shares will be approximately \$0.05, before deduction of Court-approved fees and expenses and any other Court-approved payments.² As discussed in the preceding paragraph and in much greater detail below in the Plan of Allocation, the actual amount you recover will depend on the amount of your Recognized Loss and the ratio of your Recognized Loss to that of the total Recognized Losses of all Settlement Class Members who file valid Proof of Claim forms. Recognized Losses will vary greatly across the Settlement Class and the estimate of a \$0.05 recovery per share assumes that all Settlement Class Members have the maximum Recognized Loss. In fact, many Settlement Class Members may have recoveries much greater than \$0.05 per Share. The total amount of claims filed will also materially affect your recovery. For example, using the assumptions above, if 100% of Settlement Class Members file valid claims, the average recovery per Share would be \$0.05 before deduction of Court-approved fees and expenses and other payments. If 50% of the Settlement Class Members file valid claims, the average recovery would be \$0.10 per Share before deduction of Court-approved fees and expenses and other payments.

Statement of Potential Outcome of Case

The parties disagree on both liability and damages and do not agree on the average amount of damages per Share that would be recoverable if Lead Plaintiff were to have prevailed on each claim alleged. The issues on which the Parties disagree include: (a) whether the statements identified by Plaintiffs as allegedly false or misleading were in fact materially false or misleading; (b) whether there were any material facts that Defendants omitted to disclose during the Settlement Class Period; (c) whether the statements identified by Plaintiffs as allegedly false or misleading were made with the requisite level of intent under the federal securities laws and were not merely the result of negligence, confusion, or poor judgment; (d) the appropriate measure of inflation in Sonus Shares during the Settlement Class Period; (e) the effect of various market forces that influenced the trading price of Sonus Shares during the Settlement Class Period, and particularly related to the September 26, 2001 and January 16, 2002 announcements of financial results by Sonus; (f) the extent to which external factors, such as general market and industry conditions, particularly the downturn in capital spending by the telecommunications providers that were Sonus's customers, and other general market and macroeconomic factors, influenced the trading price of Sonus Shares during the Settlement Class Period; (g) the extent, if any, to which the various matters that Plaintiffs alleged were materially false and misleading and omitted influenced the trading price of Sonus Shares during the Settlement Class Period; and (h) whether Plaintiffs' claims are time-barred. The Defendants deny that they are liable to the Plaintiffs or the Settlement Class, and deny that the Plaintiffs or the Settlement Class have suffered any recoverable damages.

Statement of Attorneys' Fees and Costs Sought

The lawyers selected by the Lead Plaintiff ("Lead Counsel") are asking the Court to award attorneys' fees equal to an amount not to exceed seventeen percent (17%) of the value of the Settlement, and for reimbursement of expenses incurred in connection with the prosecution of the Action in an amount not to exceed \$60,000. The requested fee award is based on a formula that was negotiated with Lead Counsel at the outset of the litigation by the Lead Plaintiff, a sophisticated institutional investor and litigant. The retention agreement that sets forth said formula, is available upon request to Lead Counsel. The requested fees and expenses would amount to an average of \$0.009 per damaged Share. The attorneys representing Lead Plaintiff and the Settlement Class have expended time and effort to prosecute this litigation on a contingent fee basis, and have advanced all of the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Settlement Class they would be paid from such recovery. In this type of litigation, it is customary for Plaintiffs' counsel to be awarded a percentage of the common fund recovery as their attorneys' fees.

Application will also be made for reimbursement to the Lead Plaintiff for an amount not to exceed \$40,000 for reimbursement of its time, reasonable costs and expenses incurred directly relating to its representation of the Settlement Class, including its participation in and supervision of the litigation and settlement negotiations.

Further Information

Further information regarding the Action and this Notice may be obtained by contacting Lead Counsel: James A. Harrod, Wolf Popper LLP, 845 Third Avenue, New York, NY 10022, Telephone (212) 759-4600, or the Claims Administrator, Complete Claim Solutions, LLC, P.O. Box 24673, West Palm Beach, FL 33416, 1-800-760-6769 or www.SonusIISecuritiesSettlement.com.

Reasons for the Settlement

Based upon their investigation, confirmatory discovery, and evaluation of the facts and law relating to the claims alleged in the Complaint, Lead Plaintiff and Lead Counsel (who have extensive experience in securities class action litigation) agreed to the Settlement. The principal reason for the Settlement is the benefit to be provided to the Settlement Class now. This benefit must be compared to the risk that no recovery might be achieved. The principal risks that Lead Plaintiff and Lead Counsel considered were: (a) the risk that the Court could dismiss Lead Plaintiff's Consolidated Amended Complaint; (b) the risk that the Court could refuse to certify the Settlement Class; and (c) the risks related to Plaintiffs' ability to marshal evidence and prove its case on the issues of loss causation, falsity and scienter, sufficient to survive a motion for summary judgment and prevail at trial, in light of (1) Plaintiffs' need to rely upon the existence of documentary evidence and testimony concerning events that occurred at least six years prior, and (2) the existence of strong factual evidence supporting certain of Defendants' defenses. Moreover, even if Plaintiffs were to prevail over those litigation obstacles, after a contested trial and likely appeals, any recovery achieved would likely not be obtained for several years. For Defendants, who deny all allegations of wrongdoing or liability whatsoever, the principal reason for the Settlement is to eliminate the expense, risks, and uncertain outcome of the litigation. See also discussion of "Why Is There a Settlement" at page 4 below. **[END OF COVER PAGE]**

² An allegedly damaged Share might have been traded more than once during the Settlement Class Period, and the indicated average recovery would be the total for all purchasers of that Share.

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BASIC INFORMATION

1. Why did I get this notice package?

The Court directed that this Notice be sent to you because you or someone in your family may have purchased the common stock of Sonus Networks, Inc. between December 11, 2000 and January 16, 2002, inclusive. If this description applies to you or someone in your family, you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of Massachusetts, and the case is known as *In re Sonus Networks, Inc. Securities Litigation-II*, No. 1:06-CV-10040 (MLW) (the "Action"). The Action is assigned to and overseen by United States District Judge Mark L. Wolf, Chief Judge for the District of Massachusetts.

The people who sued are called plaintiffs. The Lead Plaintiff, the Mississippi Public Employees' Retirement System ("Lead Plaintiff," or "MPERS"), was appointed by the Court to supervise the litigation on behalf of the putative class. Lead Plaintiff and the Settlement Class are referred to collectively as "Plaintiffs."

The people being sued are Sonus Networks, Inc. ("Sonus" or the "Company"), and nine of Sonus's current or former officers and directors: Hassan M. Ahmed; Michael G. Hluchyj; Stephen J. Nill; Gary A. Rogers; Jeffrey Mayersohn; Frank T. Winiarski; Rubin Gruber; Edward T. Anderson; and Anousheh Ansari (the "Individual Defendants") (Sonus and the Individual Defendants may be referred to hereinafter collectively as the "Defendants").

Plaintiffs and Defendants are referred to collectively as the "Parties."

2. What is this lawsuit about?

A case alleging essentially the same claims over the same Class Period as in the Action was initially filed by different plaintiffs (represented by lawyers other than Lead Counsel in the Action), but was dismissed for lack of adequate class representatives. Thereafter, the Action was filed and the Court appointed MPERS as Lead Plaintiff and appointed Wolf Popper LLP as Lead Counsel. Lead Counsel investigated the claims at issue in the Action and filed a new consolidated complaint.

The Consolidated Class Action Complaint, dated March 5, 2007 (the "Complaint"), filed in the Action, generally alleges, among other things, that Defendants issued materially false and misleading statements and omitted to disclose material facts during the putative class period in a scheme to artificially inflate the value of Sonus Shares. In particular, the Complaint alleges that Defendants made false and misleading statements regarding: (1) the quality of Sonus's products as "carrier-class"; (2) guidance and financial projections for the Company's 2001 revenue and income; (3) the nature of key customer relationships; and (4) the positive impact of the Company's acquisition of Telecom Technologies Inc. ("TTI").

The Complaint contends that these statements were made in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 promulgated thereunder, during the putative class period. The Complaint further alleges that Lead Plaintiff and other purchasers of Sonus common stock during the putative class period suffered damages as a result of purchasing Sonus Shares at prices that were artificially inflated as a result of the misconduct alleged in the Complaint.

Defendants vigorously deny all allegations and this Settlement should not be construed as, or deemed to be evidence of, or an admission or concession on the part of any Defendant with respect to, any wrongdoing or liability whatsoever. Defendants maintain that the allegedly false and misleading statements were truthful and not misleading, and that all material facts were disclosed. In addition, Defendants have asserted numerous affirmative defenses. Defendants assert that the claims and allegations in the Complaint are without merit, but recognize the risks, expense and length of continued proceedings necessary to defend the Action through trial and any appeals. Defendants have settled the Action in order to avoid the further expense and burden of protracted litigation.

3. Why is this a class action?

In a class action, one or more persons or entities called class representatives sue on behalf of people who, the Court determines, are similarly situated. This case is a class action for settlement purposes only. In this case the class representative, for settlement purposes only, would be the Lead Plaintiff, MPERS. Bringing a case, such as this one, as a class action allows adjudication of many similar claims that might be economically too small and impractical to bring individually. One court resolves the issues for all Settlement Class Members, except for those who have excluded themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the risks and costs of trial or further litigation, and the people affected will receive compensation. Lead Plaintiff and its attorneys believe the Settlement is best for all Settlement Class Members.

After approximately two years of litigation, the Parties reached an agreement to settle this case while Defendants' motion to dismiss the Complaint was still pending. The Settlement reflects a compromise that resolves the Settlement Class's claims without trial. The following paragraphs summarize the significant aspects of the litigation that resulted in the Settlement.

On April 19, 2007, Defendants moved to dismiss the Complaint and submitted briefing and an affidavit to the Court, in support of that motion. On June 11, 2007, Lead Plaintiff filed briefing with the Court in opposition to the motion to dismiss, and on July 9, 2007, Defendants filed briefing with the Court in further support of their motion.

By Order dated July 10, 2008, the Court set a conference pursuant to Rule 16(b) of the Federal Rules of Civil Procedure and Local Rule 16.1 for September 18, 2008. In that Order, the Court also notified the Parties that it would hear oral argument on Defendants' Motions to Dismiss at that conference. The conference and oral argument set by the Court did not occur because the Parties reached an agreement in principle to settle the Action.

On September 4, 2008, the Parties filed a joint submission pursuant to Local Rule 16.1, setting forth their agreements and/or positions on scheduling and other matters, as required by the Court's July 10, 2008 Order.

Prior to reaching an agreement in principle to settle the Action, Plaintiffs engaged in informal discovery and extensive settlement negotiations. Sonus also made presentations to Plaintiffs that addressed the merits of Plaintiffs' claims. Lead Plaintiff retained a financial consultant (Financial Markets Analysis, LLC) which provided Lead Plaintiff with its views as to the range of possible damages to the Settlement Class. Lead Plaintiff used this information in its negotiations with Defendants.

Lead Plaintiff, through Lead Counsel, carefully considered and analyzed the applicable legal precedents governing loss causation, scienter, class certification and statute of limitations, in light of the facts alleged and Defendants' defenses and arguments. Lead Plaintiff, through Lead Counsel, reviewed all publicly available information and information uncovered through the course of its investigation in connection with the preparation of the Complaint to determine the factual record in support of its claims. Lead Plaintiff further reviewed documents produced informally by Sonus, concerning Sonus's operating results and financial performance during the Settlement Class Period. In consultation with its financial expert, Lead Plaintiff considered the amount of damages possibly suffered by the Settlement Class, and the strengths and weaknesses of the evidence available in support of its theory of loss causation. Lead Plaintiff then evaluated the overall legal and factual strengths and weaknesses of its claims.

Lead Plaintiff, through Lead Counsel, also considered other factors, including the risks of continuing to prosecute the case through trial (and possible appeals), and the difficulties in obtaining relevant evidence due to the significant passage of time since the underlying events at issue in the Action occurred.

Lead Plaintiff has experience serving as the lead plaintiff in a number of class actions alleging violations of the federal securities laws. The Office of the Attorney General of the State of Mississippi (including various duly authorized assistant and special assistant attorneys general) provides legal representation to MPERS, in connection with supervising and monitoring the litigation of this matter consistent with the applicable law. The text of this Notice and the terms of the Settlement have been internally reviewed and approved by the Office of the Attorney General of the State of Mississippi, who recommend and endorse this Stipulation of Settlement as being fair, reasonable and in the best interests of the Settlement Class.

As a result of extensive arms-length negotiations, the Parties reached a Settlement in principle, the principal terms of which were embodied in a Memorandum of Understanding dated October 3, 2008 ("MOU"). The settlement reflected in the MOU was subject to additional document discovery, depositions of witnesses, including certain of the Individual Defendants, and final approval by the Court after notice to the Settlement Class.

That additional discovery taken by Plaintiffs included the review of approximately 7,500 pages of largely confidential documentary materials (including electronic mail) produced by Sonus. These documents addressed the key allegations in the Complaint. After reviewing those documents, Lead Plaintiff took the sworn deposition testimony of three of Sonus's senior officers: Defendant Hassan M. Ahmed, who during the Settlement Class Period was Sonus's CEO, President and a member of the Board of Directors; Defendant Jeffrey Mayersohn, Sonus's Vice-President of Customer Support and Professional Services during the Settlement Class Period; and Stephen Collins, Sonus's Vice President, North American Sales.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

The Court has decided, for purposes of the Settlement, that everyone who fits this description is a Settlement Class Member: ***All persons or entities that purchased Sonus Shares between December 11, 2000 and January 16, 2002, inclusive, and were damaged thereby.*** Such investors are Settlement Class Members, and part of the Settlement, if none of the exceptions described in the answer to question 6 below apply.

6. Are there exceptions to being included?

Yes. You are not a Settlement Class Member if you are (i) a Defendant in the Action; (ii) a member of the immediate family of any Individual Defendant; (iii) an affiliate or subsidiary of Sonus; (iv) an officer or director of Sonus or any of its affiliates and subsidiaries; (v) an entity in which any such excluded Person or entity has a controlling interest; and (vi) the legal representative, heir, or a controlling Person, successor, or assign of any such excluded Person or entity.

Additionally, anyone who submits a valid and timely request for exclusion from the Settlement Class, in accordance with the guidelines set forth in question 13, is not a Settlement Class Member and cannot participate in the Settlement.

If one of your mutual funds purchased Sonus Shares during the Settlement Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you directly purchased Sonus Shares during the Settlement Class Period. Check your investment records or contact your broker to see if you purchased Sonus Shares during the Settlement Class Period.

If you **sold** Sonus Shares during the Settlement Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you **purchased** Sonus Shares during the Settlement Class Period.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-760-6769 toll-free, visit www.SonusIISecuritiesSettlement.com or send an email to Info@SonusIISecuritiesSettlement.com for more information. Or you can fill out and return the Proof of Claim form described on page 6, in question 10, to see if you qualify. You may also, if you wish, contact your own attorney.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and dismissal of the Action, Sonus will pay, on behalf of all Defendants, within ten (10) days of the Court's Order preliminarily approving the Settlement, the Settlement Amount of Nine Million Five Hundred Thousand dollars (\$9,500,000) in cash to an account established for the benefit of the Settlement Class. The Settlement Amount will be invested in interest-bearing securities issued or guaranteed by the United States and that interest will be accrued and reinvested for the benefit of the Settlement Class. The Settlement Amount, after deducting attorneys' fees, costs and expenses, and any case contribution award to Lead Plaintiff, as approved by the Court, will be divided on a *pro rata* basis in proportion to the Recognized Loss of each Settlement Class Member who sends in a valid, timely Proof of Claim form.

In addition to the \$9,500,000 Settlement Amount, Sonus will pay up to \$100,000 of the costs of publishing, producing and disseminating this Notice and the Publication Notice. This additional payment, along with the Settlement Amount, is referred to as the Settlement Benefit.

The \$9,500,000 Settlement Amount and the total Settlement Benefit will be funded by Sonus on behalf of all Defendants. The Individual Defendants are not personally contributing to the Settlement Benefit. Plaintiffs' Counsel believe that these terms are fair and reasonable given the existence of employment and other agreements that require Sonus to indemnify the Individual Defendants for any liability they would have otherwise incurred personally and the absence of any available liability insurance that would cover the claims asserted in the Action.

9. How much will my payment be?

If you are entitled to a payment, your share of the fund will depend on how many Settlement Class Members send in valid Proof of Claim forms, the total Recognized Losses represented by the valid Proof of Claim forms that Settlement Class Members send in, how many Sonus Shares you bought, how much you paid for them, and when you bought and whether or when you sold them, and, if so, for how much you sold them.

You can calculate your Recognized Loss in accordance with the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for all of your Recognized Loss. After all Settlement Class Members have sent in their Proof of Claim forms, the payment you get from the Net Settlement Fund will be equal to your Recognized Loss divided by the total of everyone's Recognized Loss. See the Plan of Allocation on page 10 for more information on your Recognized Loss.

HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM FORM

10. How can I get a payment?

To qualify for a payment, you must send in a timely, valid and fully documented Proof of Claim form. A Proof of Claim form is included with this Notice. You may also get a Proof of Claim form on the Internet at www.SonusIISecuritiesSettlement.com. You can also ask for a Proof of Claim form by calling 1-800-760-6769 toll-free, sending an email to Info@SonusIISecuritiesSettlement.com or by mailing a letter to Sonus Networks, Inc. Securities Litigation – II Settlement, c/o Complete Claim Solutions, LLC, P.O. Box 24673, West Palm Beach, FL 33416.

Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it to the P.O. Box address on the form by first class mail, postmarked not later than **July 5, 2009**.

As stated above, any deadlines established may be altered by the Court for good cause shown without further notice to the Class.

11. When would I get my payment?

The Court will hold a hearing on Tuesday, June 16, 2009, at 3:00 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement, there may then be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take a long time, perhaps more than a year. It also takes a long time, often as much as a year from when the Court approves the Settlement, for all of the Proof of Claim forms to be accurately reviewed and processed. Please be patient.

12. What am I giving up to get a payment?

Unless you exclude yourself, you will remain a member of the Settlement Class and that means upon the "Effective Date" of the Settlement (as defined below), you, on behalf of yourself, your affiliates, heirs, agents, attorneys, executors, administrators, beneficiaries, predecessors, successors and assigns, will release all "Settled Claims" (as defined below) against the "Released Parties" (as defined below).

The "Effective Date" means the date when the Order and Final Judgment entered by the Court approving the Settlement becomes final and not subject to appeal. Any proceeding, order, or appeal pertaining solely to the Plan of Allocation and/or application for attorneys' fees, costs, or awards shall not in any way delay or preclude the Effective Date.

"Settled Claims" means any and all direct, individual, representative, or class claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for compensatory damages, punitive damages, interest, attorneys' fees (except as provided in paragraph 8 of the Stipulation of Settlement), expert or consulting fees (except as provided in paragraph 8 of the Stipulation of Settlement), and any other costs, expenses, amounts, or liability or relief, monetary, injunctive, or otherwise), whether based on federal, state, local, statutory or common law, foreign, international or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, direct or derivative, including both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action against any of the Released Parties; (ii) that could have been, were, or could in the future be asserted in the Action or in any forum by the Lead Plaintiff, Settlement Class Members or any of them, or by their heirs, agents, executors, administrators, beneficiaries, predecessors, successors or assigns (in their capacities as such), against any of the Released Parties, which are in connection with,

arise out of, are based upon, or are related in any way to the subject matters, claims, allegations, acts, transactions, facts, agreements, negotiations, events, matters or occurrences, disclosures, representations, or omissions, including any public statement by any Defendant during the Settlement Class Period, involved, described, set forth, or referred to in the Complaint; (iii) that are in connection with, arise out of, are based upon, or are related in any way to the subject matters, claims, allegations, acts, transactions, facts, events, matters or occurrences, disclosures, representations or omissions involved, described, set forth, or referred to in the Action and/or the Complaint; or (iv) that arise out of or relate in any way to the defense or settlement of the Action (except for claims to enforce the Settlement).

“Unknown Claims” means any and all Settled Claims which Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants’ Claims (as defined in the Stipulation of Settlement) which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants’ Claims, the parties stipulate and agree that upon the Effective Date, the Lead Plaintiff and the Defendants shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Lead Plaintiff and Defendants acknowledge, and Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Settled Defendants’ Claims was separately bargained for and was a material element of the Settlement.

If you remain a member of the Settlement Class, all of the Court’s orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS AND THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue the Defendants and/or the other Released Parties, on your own about the Settled Claims, then you must take steps to withdraw from the proposed Settlement. This is called excluding yourself or “opting out” of the Settlement Class. Defendants may withdraw from and terminate the Settlement if Settlement Class Members who purchased in excess of a certain number of Sonus Shares exclude themselves from the Settlement Class.

13. How do I withdraw from the proposed Settlement?

To exclude yourself from the Settlement Class you must mail a signed letter stating that you “request exclusion from the Settlement Class in *In re Sonus Networks, Inc. Securities Litigation II*, No 06 CV 10040 (MLW).” Your letter must state the dates, prices, and number(s) of Shares of all of your purchases and sales of Sonus Shares during the Settlement Class Period. In addition, please be sure to include your name, address, daytime telephone number, and your signature. You must mail your exclusion request by first class mail, postage prepaid, postmarked no later than **May 15, 2009** to:

Sonus Networks, Inc. Securities Litigation-II Settlement
c/o Complete Claim Solutions
P.O. Box 24673
West Palm Beach, FL 33416

You cannot exclude yourself by telephone or email. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) the Defendants and the other Released Parties in the future.

14. If I do not exclude myself, can I sue the Defendants and the other Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Parties for any and all Settled Claims. If you have a pending lawsuit, related in any way to the subject matters of the Action or against any of the Defendants or Released Parties, you should speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **May 15, 2009**.

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you cannot get money from the proposed Settlement. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But you may exercise any right you may have to sue, or be part of a different lawsuit against the Defendants and the other Released Parties.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court approved Lead Plaintiff’s retention of Wolf Popper LLP in New York, New York, to represent all Settlement Class Members. These lawyers are called Plaintiffs’ Lead Counsel. The firm of Berman DeValerio LLP, of Boston, Massachusetts, also serves as counsel for the Settlement Class.

You will not be separately charged for these lawyers. The Court will determine the amount of Plaintiffs’ Counsel’s fees and expenses, which will be paid from the Gross Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Plaintiffs' Lead Counsel will ask the Court, on behalf of all Plaintiffs' Counsel, to award attorneys' fees from the Gross Settlement Fund in an amount of approximately seventeen percent (17%) of the amount of the Settlement Benefit. The requested fee award is based on a formula that was negotiated at the outset of the litigation by the Lead Plaintiff, a sophisticated investor and litigant. Class Members may, if they wish, obtain a copy of the retention agreement between Lead Counsel and Lead Plaintiff, which includes that formula for determination of the fee, upon a request to Lead Counsel, as identified in the response to Question 24, below. Lead Counsel are also asking the Court to award them reimbursement of their litigation expenses incurred in connection with the prosecution of the Action (apart from notice and administration costs) in an amount not to exceed \$60,000. The fee and expenses awarded will be awarded inclusive of any interest earned on the Settlement Amount. Plaintiffs' Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for additional expenses incurred in connection with administering and distributing the Settlement Amount to the members of the Settlement Class and any proceedings subsequent to the Fairness Hearing.

Lead Counsel are also asking the Court for a case contribution award, of up to \$40,000, to the Court-appointed Lead Plaintiff, MPERS, for the reasonable costs and expenses directly relating to its representation of the Class, including its participation in the litigation and supervision of settlement negotiations.

The motion for attorneys' fees, expenses and a case contribution award will be submitted on behalf of Wolf Popper LLP, 845 Third Avenue, New York, NY 10022; Berman DeValerio Pease Tabacco Burt & Pucillo LLP; and Lead Plaintiff, the Mississippi Public Employees' Retirement System and the Office of the Attorney General of the State of Mississippi.

The motion for attorneys' fees, expenses and a case contribution award will be filed with the Court no later than April 17, 2009 and will be posted promptly on Plaintiffs' Lead Counsel's website, www.wolfpopper.com, and the website established for purposes of this Settlement, www.SonusIISecuritiesSettlement.com.

OBJECTING TO THE SETTLEMENT

If you approve of the Settlement you need do nothing. If you do not approve of the Settlement or Request for fees and expenses you may object. You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court that I do not like the proposed Settlement?

If you are a Settlement Class Member and you want to object to the Settlement or any of its terms, the proposed Plan of Allocation, the application by Lead Counsel for an award of fees and expenses, and/or the request for a case contribution award to Lead Plaintiff, you must write to the Court explaining your objection. You must give reasons why you think the Court should not approve any or all of the Settlement terms or fee requests or other awards. The Court will consider your views if you file a proper objection within the deadline below, and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed Settlement or fee request in the *In re Sonus Networks, Inc. Securities Litigation II*, No. 06 CV 10040 (MLW). Be sure to provide your: (i) name, address and daytime telephone number; (ii) information and documentation reflecting the date(s), price(s), and quantity of all purchases and sales of Sonus Shares that you made during the Settlement Class Period; and (iii) any arguments, information or evidence that supports your objection. Your objection must be filed with the Court, and must also be delivered to all of the following counsel on or before **May 15, 2009** at the addresses shown below:

THE COURT:

Clerk of the Court
United States District Court for the
District of Massachusetts
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

PLAINTIFFS' LEAD COUNSEL:

James A. Harrod, Esq.
Wolf Popper LLP
845 Third Avenue
New York, NY 10022
Telephone: (212) 759-4600
Facsimile: (212) 486-2093
www.wolfpopper.com

DEFENDANTS' COUNSEL

Daniel W. Halston, Esq.	Matthew J. Matule, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP	Skadden, Arps, Slate, Meagher & Flom LLP
60 State Street Boston, MA 02109	One Beacon Street, Boston, MA 02108
Telephone: (617) 526-6000	Telephone: (617) 573-4800
Facsimile: (617) 526-5000	Facsimile: (617) 573-4822

You do not need to go to the Fairness Hearing to have your written objection considered by the Court. At the Fairness Hearing, any Settlement Class Member who (1) has not previously submitted a request for exclusion from the Settlement Class and (2) has complied with the procedures set out for filing with the Court and providing to the counsel for Lead Plaintiff and Defendants a statement of an intention to appear at the Settlement Fairness Hearing, may also appear and be heard, to the extent allowed by the Court, to state any objection to the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses, and/or the proposed case contribution award to Lead Plaintiff. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Fairness Hearing. If you want to present testimony or documents in support of your objection at the Fairness Hearing you must identify those witnesses and evidence in your objections, as more fully described in response to question 22, below.

19. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court that you do not like something about the proposed Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing, called a Fairness Hearing, to consider whether to approve the proposed Settlement. At or after the Fairness Hearing, the Court will also decide whether to approve the Plan of Allocation of the Net Settlement Fund, and Plaintiff's Lead Counsel's application for attorneys' fees, expenses and Lead Plaintiffs' case contribution award. You may attend and you may ask to speak, but you do not have to.

20. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Fairness Hearing at 3:00 p.m. on Tuesday, June 16, 2009, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, Courtroom 10 (fifth floor).

At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. At the Fairness Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the applications of Lead Counsel for attorneys' fees and reimbursement of expenses, and for a case contribution award to Lead Plaintiff. The Court will take into consideration any written objections filed in accordance with the instructions in the response to question 18. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made solely by the Court. See the answer to question 22 (below) for more information about speaking at the hearing. The Court may also decide how much to pay Plaintiffs' Lead Counsel. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Plaintiffs' Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. If you do hire your own lawyer, he or she must file a Notice of Appearance in the manner described in the answer to question 22.

Please be aware that the Court may change the date and time of the Fairness Hearing without further notice to the Settlement Class Members. If you want to come to the hearing, you should check with Plaintiffs' Lead Counsel before coming to be sure that the date and/or time has not changed.

Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval of the matters being considered at the hearing.

22. May I speak at the Fairness Hearing?

You may speak at the Fairness Hearing if you are a Settlement Class Member and you filed an objection to the Settlement, the Plan of Allocation, and/or Plaintiffs' Lead Counsel's application for an award of attorneys' fees and expenses, and a case contribution award to Lead Plaintiff, in the manner described in the answer to question 18 above. If you plan to have an attorney speak on your behalf at the Fairness Hearing, your attorney must, on or before, **May 15, 2009**, file a Notice of Appearance in the Action with the Clerk of the Court and deliver a copy to Plaintiffs' Lead Counsel and Defendants' Counsel at the addresses listed in the answer to question 18 above.

If you or your attorney plan to attend the Fairness Hearing and present evidence at the hearing, your written objections (prepared in submitted in accordance with the answer to question 18 above) must identify any witness you or your attorney may seek to call to testify, and must identify any documents or other exhibits you or your attorney may seek to introduce into evidence.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and you will be precluded from ever starting a lawsuit, continuing a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case. To share in the Net Settlement Fund you must submit a Proof of Claim form (see answer to question 10). To start, continue or be a part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case, you must exclude yourself from the Settlement Class (see question 13).

GETTING MORE INFORMATION

24. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in a Stipulation of Settlement dated January 14, 2009. You can obtain a copy of the Stipulation of Settlement from Plaintiffs' Lead Counsel: James A. Harrod, Wolf Popper LLP, 845 Third Avenue, New York, NY 10022; (212) 759-4600, or on their website: www.wolfpopper.com.

You can get a copy of the Stipulation by visiting www.SonusIISecuritiesSettlement.com. You also can call the Claims Administrator toll free at 1-800-760-6769; write to *In re Sonus Networks Inc Securities Litigation-II* Claims Administrator, c/o Complete Claim Solutions, LLC, Post Office Box 24673, West Palm Beach, Florida 33416; or visit the website at www.SonusIISecuritiesSettlement.com, where you will find answers to common questions about the Settlement, a Proof of Claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

25. How do I get more information?

For even more detailed information concerning the matters involved in the Action, reference is made to the pleadings, to the Stipulation of Settlement, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, on weekdays (other than court holidays) between 8:30 a.m. and 5:00 p.m. Subscribers to PACER, a fee-based service, can also view the papers filed in the action through the Court's on-line Case Management/Electronic Case Files System at <https://ecf.mad.uscourts.gov>.

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The \$9,500,000 cash Settlement Amount and the interest earned thereon shall be the Settlement Fund. The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, any payments to Lead Plaintiff, notice and administration expenses (less the \$100,000 to be provided by Sonus), and tax and tax expenses, shall be the Net Settlement Fund. The Net Settlement Fund will be distributed to all Settlement Class Members who submit timely, valid and signed Proof of Claim forms ("Authorized Claimants") and whose payment from the Net Settlement Fund would equal or exceed ten dollars (\$10.00).

The Claims Administrator shall determine each Authorized Claimant's Recognized Loss by applying the formula described below. The Recognized Loss formula is intended to equitably apportion the Net Settlement Fund among Settlement Class Members. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

The Plan of Allocation was drafted in a manner to allocate losses to Authorized Claimants in conformity with the loss causation allegations in the Complaint. The Complaint alleges loss causation based on two disclosures. Plaintiffs have alleged that these two disclosures reduced the amount of artificial inflation in Sonus Shares caused by Defendants' alleged false statements and omissions and resulted in damages to the Settlement Class. The total decline allegedly caused by these two disclosures is \$4.03 per Share.

The first of these disclosures occurred on September 26, 2001, after the close of the financial markets, when Sonus pre-announced that its financial results for the third quarter of 2001 would be materially worse than its prior guidance, and worse than securities analysts estimated. Plaintiffs alleged that as a result of this disclosure, on September 27, 2001 (the next trading day), Sonus Shares declined materially. The total market decline of Sonus Shares, from their September 26, 2001 closing price, to their September 27, 2001 closing price was \$3.52 per Share.

The second disclosure occurred on January 16, 2002, after the close of the financial markets, when Sonus disclosed its financial results for the fourth quarter and fiscal year 2001, which press release omitted certain language concerning Sonus's products being "carrier class," that had been contained in certain of the Company's prior Class Period press releases. Plaintiffs alleged that as a result of this disclosure, on January 17, 2002 (the next trading day), Sonus Shares declined materially. The total market decline of Sonus Shares, from their January 16, 2002 closing price, to their January 17, 2002 closing price, was \$0.51 per Share. The market declines allegedly caused by these two disclosures form the basis for the Plan of Allocation.

Under this Plan of Allocation, generally, Shares that were purchased between December 11, 2000 and September 26, 2001, are deemed to have been inflated by \$4.03 at all times (the total of the market declines occurring after both the September 26, 2001 and January 16, 2002, disclosures). Shares that were purchased between September 27, 2001 and January 16, 2002, are deemed to have been inflated by \$0.51 (the total market decline occurring after the January 16, 2002 disclosure).

Lead Counsel also determined that Settlement Class Members who purchased Shares during the Settlement Class Period but who did not hold any of those Shares as of September 26, 2001 or January 16, 2002, may have suffered out-of-pocket losses based on a decline in the market price of Sonus Shares, but suffered no recoverable damages relating to the allegations in the Complaint. However, because the Action was resolved before the final determination of the Settlement Class' claims, Lead Counsel determined that it was most equitable for those Settlement Class Members to receive some compensation for their out-of-pocket losses. In doing so, Lead Counsel determined that Shares purchased and sold between December 11, 2000 and September 26, 2001 should be entitled to a Recognized Loss of \$0.25 per Share and that Shares purchased and sold between September 27, 2001 and January 16, 2002 should be entitled to a Recognized Loss of \$0.12 per Share. Further, in order to equitably apportion Recognized Losses across those Settlement Class Members who held Shares purchased during the Class Period, through the September 26, 2001 and January 16, 2002 loss causation disclosures, the amounts of \$0.25 per Share and \$0.12 per Share, respectively, have been added to the market declines used to determine Recognized Losses as of those dates.

Recognized Loss calculations will also incorporate the effect of all Shares sold during the Settlement Class Period without consideration to whether those Shares were purchased during or prior to the Settlement Class Period. A Claimant's Recognized Loss will be the sum of the Recognized Loss attributable to all purchases made during the Settlement Class Period offset against the Amount of Inflation per Share in Sonus Shares at the time of each Settlement Class Period sale (the "Inflation Amount").

Recognized Losses and Inflation Amounts will be calculated for purposes of the Settlement as follows:

Transaction Dates	Per Share	
	Recognized Loss On Purchase	Inflation Amount On Sales
December 11, 2000 through September 26, 2001	\$4.28	\$4.03
September 27, 2001 through January 16, 2002	\$0.63	\$0.51

The Recognized Loss attributable to any purchase of Sonus Shares made other than on the open market shall be discounted by one-third (1/3 or 33.3333%).

The calculation of a Claimant's total Recognized Loss will reflect the aggregate Recognized Loss per Share on all Shares purchased during the Settlement Class Period less the aggregate Inflation Amount on all Shares sold during the Settlement Class Period. A Recognized Loss that calculates to yield a negative number is treated as a Recognized Loss of zero.

The difference between the amounts of the Recognized Loss per Share and the Inflation Amount per Share during the same time periods allows Claimants who purchased and sold shares within the same time period to accrue a Recognized Loss on those transactions, reflecting the intention to compensate those Settlement Class Members for a certain portion of their market losses (as described above). For example, as stated above, Lead Counsel determined that Shares purchased and sold between December 11, 2000 and September 26, 2001 should be entitled to a Recognized Loss of \$0.25 per Share. Accordingly, Shares purchased during that time period have a Recognized Loss of \$4.28 per Share, and an Inflation Amount of \$4.03 per Share. Assuming a Settlement Class Member both purchased and sold 100 Shares of Sonus Shares between December 11, 2000 and September 26, 2001 the net effect of those transactions would be a Recognized Loss of \$0.25 per Share (\$4.28 minus \$4.03), or an aggregate Recognized Loss of \$25.00.

A purchase or sale of Sonus Shares shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. Any "short" sale of Sonus Shares will be treated as a sale and any covering purchase shall be treated as a purchase for purposes of determining a Recognized Loss under this Plan of Allocation.

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. The *pro rata* share will be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which shall be the Authorized Claimant's Recognized Loss and the denominator of which shall be the Total Recognized Loss of all Authorized Claimants. The Court has reserved jurisdiction to allow, disallow, or adjust the Recognized Loss of any Class Member on equitable grounds. The Court may also modify this Plan of Allocation in the interests of justice without further notice to Settlement Class Members.

The receipt or grant by gift, devise or operation of law of Sonus Shares during the Settlement Class Period shall not be deemed a purchase or sale of Sonus Shares for the calculation of an Authorized Claimant's Recognized Loss nor shall it be deemed an assignment of any claim relating to the purchase of such securities. The grantor of the gift or devise, who purchased Sonus Shares during the Settlement Class Period, shall retain the right to file a claim in the Action unless that right to file a claim was specifically transferred in the instrument of gift or assignment.

Settlement Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. Settlement Class Members who did not submit a request for exclusion and do not submit an acceptable Proof of Claim by the deadline for submitting claims, will nevertheless be bound by the settlement and the Order and Final Judgment of the Court dismissing the Action.

Distributions will be made to Authorized Claimants whose claims entitle them to a payment of no less than \$10.00 after all claims have been processed and after the Court has finally approved the Settlement. No Authorized Claimant whose proportionate share of the Net Settlement Fund is less than \$10.00 shall receive a distribution from the Net Settlement Fund. Rather, that Claimant's proportionate share of the Net Settlement Fund shall be redistributed among all remaining Authorized Claimants.

If any funds remain in the Net Settlement Fund by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one year after the initial distribution of such funds shall be re-distributed to Settlement Class members who have cashed their initial distributions and who would receive an amount no less than \$25.00 from such redistribution. If six months after such redistribution any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to one or more non-sectarian, not-for-profit, 501(c)(3) organization(s) to be designated by Plaintiffs' Lead Counsel.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased Shares of Sonus, between December 11, 2000 and January 16, 2002, inclusive, for the beneficial interest of a person or organization other than yourself, THE COURT HAS DIRECTED THAT, WITHIN TEN (10) DAYS OF THE RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased Sonus Shares during such time period or (b) request additional copies of this Settlement Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) days mail the Settlement Notice and Proof of Claim form directly to the beneficial owners of those Sonus Shares. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

In re Sonus Networks, Inc. Securities Litigation-II
c/o Complete Claim Solutions, LLC,
P.O. Box 24673
West Palm Beach, FL 33416
Telephone: 1-800-760-6769 — E-mail: Info@SonusIISecuritiesSettlement.com

Dated: Boston, Massachusetts
February 4, 2009

By Order of the Court
CLERK OF THE COURT

PLEASE DO NOT CONTACT THE COURT WITH ANY QUESTIONS ABOUT THIS NOTICE.

QUESTIONS? CALL 1-800-760-6769 OR LOG ONTO www.SonusIISecuritiesSettlement.com

In re Sonus Networks, Inc. Securities Litigation-II
c/o Complete Claim Solutions, LLC
P.O. Box 24673
West Palm Beach, FL 33416

IMPORTANT COURT DOCUMENTS

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

**In Re SONUS NETWORKS, INC.
SECURITIES LITIGATION - II**

Civil Action No. 06-CV-10040 (MLW)

PROOF OF CLAIM

DEADLINE FOR SUBMISSION: **JULY 5, 2009**. IF YOU PURCHASED SONUS NETWORKS, INC. ("SONUS") COMMON STOCK DURING THE PERIOD FROM DECEMBER 11, 2000 THROUGH JANUARY 16, 2002, INCLUSIVE, (THE "SETTLEMENT CLASS PERIOD") AND WERE DAMAGED THEREBY, YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT.

Excluded from the Settlement Class are Defendants; members of the immediate family of any Individual Defendant; the affiliates and subsidiaries of Sonus and the officers and directors of Sonus and its affiliates and subsidiaries; any entity in which any excluded Person has a controlling interest; and the legal representatives, heirs, controlling Persons, successors, or assigns of any excluded Person. Also excluded from the Settlement Class are any Persons and/or entities who provide notice to the Parties of their determination to exclude themselves from the Settlement Class by filing a request for exclusion in response to, and in accordance with the requirements set forth in, the Notice of Settlement and whose requests for exclusion are granted by the Court.

I. GENERAL INSTRUCTIONS

- A. To recover as a Settlement Class Member based upon your claims in the above-captioned action, In re Sonus Networks, Inc. Securities Litigation - II, No. 1:06-CV-10040-MLW (the "Action"), you must complete and, on page 4 of the Proof of Claim, sign this Proof of Claim. If you fail to file a properly addressed Proof of Claim (as set forth below in paragraph C), your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.
- B. Settlement Class Members who do not file acceptable Proofs of Claim will not share in the settlement proceeds, but will nevertheless be bound by the Settlement and the Judgment of the Court.
- C. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM **POSTMARKED NO LATER THAN JULY 5, 2009**, ADDRESSED AS FOLLOWS:

Sonus Networks, Inc. Securities Litigation - II
c/o Complete Claim Solutions, LLC
P.O. Box 24673
West Palm Beach, FL 33416

YOU WILL BEAR ALL RISKS OF DELAY OR NON-DELIVERY OF YOUR CLAIM.

- D. If you are NOT a Settlement Class Member, as defined in the "Notice of Pendency and Proposed Settlement of Class Action, Application for Attorney's Fees and Expenses, and Fairness Hearing" ("Notice"), DO NOT submit a Proof of Claim.
- E. If you are a Settlement Class Member and you do not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **REGARDLESS OF WHETHER YOU SUBMIT A PROOF OF CLAIM.**

II. CLAIMANT IDENTIFICATION INSTRUCTIONS

- A. If you purchased Sonus common stock ("Sonus Shares") and held the certificate(s) in your name, you are the beneficial owner as well as the record owner. If, however, you purchased Sonus Shares and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.
- B. Use Section IV of this form entitled "Claimant Identification" to identify each owner of record, if different from the beneficial owner of Sonus Shares which forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S), OF THE SONUS SHARES UPON WHICH THIS CLAIM IS BASED.**

- C. All joint owners must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them, proof of their authority must accompany this claim, and their titles or capacities must be stated.
- D. The Social Security or Taxpayer Identification Number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim and/or result in claim rejection.
- E. The e-mail address of the person or entity filing this claim is required for future communications and will only be used for purposes of this Settlement.

III. TRANSACTION SCHEDULE INSTRUCTIONS

- A. Use Section V of this form entitled "Schedule of Transactions in Sonus Shares" to supply all required details of your transaction(s) in Sonus Shares. If you need more space, attach separate, numbered sheets giving all of the required information in substantially the same format. Print your name and Social Security or Tax Identification Number at the top of each page.
- B. On the schedules, provide all requested information with respect to **all** of your purchases and sales of Sonus Shares that took place at any time during the Settlement Class Period whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in rejection of your claim.
- C. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. The date of purchase or sale of Sonus Shares is the "contract" or "trade" date, as distinguished from the "settlement" date. You must accurately provide the month, day and year of each transaction you list.
- D. The price per share, paid or received, shall be before all commissions, taxes, fees and other charges.
- E. The date of covering a "short sale" is deemed to be the purchase date of Sonus Shares. The date of a "short sale" is deemed to be the sale date of Sonus Shares.
- F. You must attach to your claim form **copies** of brokerage confirmations or monthly statements supporting your trading activity in Sonus Shares in order for your claim to be valid. If such documents are not available, a complete list of acceptable supporting documentation can be found on the Claims Administrator's website: www.SonusIISecuritiesSettlement.com. Failure to provide this documentation could delay verification of your claim and/or result in claim rejection.
- G. If your trading activity during the Settlement Class Period exceeds 50 transactions, you must provide, in an electronic file, all purchases and sales information required in the Schedule of Transactions. For a copy of instructions and parameters concerning such a submission, contact the Claims Administrator by phone: 1-800-760-6769.

Reminder Checklist:

1. Please sign the release and certification on page 4 of the Proof of Claim.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found at the website below.
3. Do not send original or copies of stock certificates.
4. Keep a copy of the completed claim form and documentation for your records.
5. If you do not receive an acknowledgement postcard of receipt of your Claim Form within forty (40) days of your mailing the Proof of Claim, then please call the Claim Administrator, toll-free, at 1-800-760-6769.
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at:

Sonus Networks, Inc. Securities Litigation - II
 c/o Complete Claim Solutions, LLC
 P.O. Box 24673
 West Palm Beach, FL 33416
 Toll-free: 1-800-760-6769
 E-mail: info@SonusIISecuritiesSettlement.com
www.SonusIISecuritiesSettlement.com

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

Must be received by the
Claims Administrator postmarked
no later than
July 5, 2009

**IN RE SONUS NETWORKS, INC.
SECURITIES LITIGATION - II**

OFFICE USE ONLY

PROOF OF CLAIM

IV. CLAIMANT IDENTIFICATION - Complete either Section A or B - Please type or Print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
<input type="text"/>	<input type="text"/>
Name of IRA Custodian, if applicable	
<input type="text"/>	
If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g. Jones IRA).	

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
<input type="text"/>
Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)
<input type="text"/>

C. Account/Mailing Information:

Specify one of the following:		
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> UGMA Custodian
<input type="checkbox"/> IRA	<input type="checkbox"/> Partnership	<input type="checkbox"/> Estate
<input type="checkbox"/> Trust	<input type="checkbox"/> Other: <input type="text"/>	
Number and Street or P.O. Box		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province and Postal Code	Foreign Country	
<input type="text"/>	<input type="text"/>	
Telephone Number (Day)	Telephone Number (Evening)	
<input type="text"/>	<input type="text"/>	
E-mail Address		
<input type="text"/>		
Enter Taxpayer Identification Number below for the Beneficial Owner(s).		
Social Security No. (for individuals)	or	Taxpayer Identification No.
<input type="text"/>		<input type="text"/>

V. SCHEDULE OF TRANSACTIONS IN SONUS SHARES

BEGINNING BALANCE

A. At the close of trading on December 10, 2000, I owned the following number of Sonus Shares.
(If none, write "zero" or "0") (If other than zero, must be documented).

Number of Shares

PURCHASES

B. I made the following purchases of Sonus Shares between December 11, 2000 and January 16, 2002, inclusive
(must be documented):

Check this Box if Shares Were Not Purchased on the Open Market	Trade Date(s) of Purchase (list chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Amount Paid (net of commissions, taxes & fees)
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

SALES

C. I made the following sales of Sonus Shares between December 11, 2000 and January 16, 2002, inclusive (must be documented):

Trade Date(s) of Sale (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Amount Received (including commissions, taxes & fees)

ENDING BALANCE

D. At the close of trading on January 16, 2002, I owned the following number of Sonus Shares.
(If none, write "zero" or "0")

Number of Shares

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PHOTOCOPY THIS PAGE



VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

- A. By submitting this Proof of Claim, I state that I believe in good faith that I am a Settlement Class Member as defined above and in the Notice of Pendency and Proposed Settlement of Class Action, Application for Attorneys' Fees and Expenses, and Fairness Hearing (the "Settlement Notice"), or am acting for such person; that I am not a Defendant in the Action or anyone otherwise excluded from the Settlement Class; that I have read and understand the Settlement Notice; that I believe that I am entitled to receive a share of the Net Settlement Fund; that I elect to participate in the proposed Settlement described in the Settlement Notice; and that I have not previously submitted a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member (e.g., as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
- B. I consent to the jurisdiction of the United States District Court for the District of Massachusetts with respect to all questions concerning the validity of this Proof of Claim. I understand and agree that my claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my status as a Settlement Class Member and the validity and amount of my claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proofs of Claim.
- C. I have set forth where requested above all relevant information with respect to each purchase of Sonus Shares during the Settlement Class Period, and each sale, if any, of such security. I agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
- D. I have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale or retention of Sonus Shares listed below in support of my claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
- E. I understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases the Claims Administrator may condition acceptance of the claim based upon the production of additional information.)

VII. RELEASE

- A. I hereby acknowledge that, as a Settlement Class Member, I (or the person or entity for whom or which I am executing this Proof of Claim) will be bound by the terms of the Stipulation of Settlement and the Final Order and Judgment in this action and, to the full extent set forth in the Stipulation of Settlement, upon the Effective Date will have granted a release of all "Settled Claims" to all "Released Parties" on behalf of myself (or on behalf of the Settlement Class Member for whom or which I submit this Proof of Claim) and my (or such Settlement Class Member's) affiliates, heirs, agents, executors, attorneys, administrators, beneficiaries, predecessors, successors and assigns.
- B. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Settled Claims each and all of the Released Parties.
- C. "Settled Claims" means any and all direct, individual, representative, or class claims, debts, demands, rights or causes of action or liabilities whatsoever (including, but not limited to, any claims for compensatory damages, punitive damages, interest, attorneys' fees (except as provided in paragraph 8 in the Stipulation of Settlement), expert or consulting fees (except as provided in paragraph 8 of the Stipulation of Settlement), and any other costs, expenses, amounts, or liability or relief, monetary, injunctive, or otherwise), whether based on federal, state, local, statutory or common law, foreign, international or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, direct or derivative, including both known claims and Unknown Claims (as defined below) (i) that have been asserted in the Action against any of the Released Parties; (ii) that could have been, were, or could in the future be asserted in the Action or in any forum by the Lead Plaintiff, Settlement Class Members or any of them, or by their heirs, agents, executors, administrators, beneficiaries, predecessors, successors or assigns (in their capacities as such), against any of the Released Parties, which are in connection with, arise out of, are based upon, or are related in any way to the subject matters, claims, allegations, acts, transactions, facts, agreements, negotiations, events, matters or occurrences, disclosures, representations, or omissions, including any public statement by any Defendant during the Settlement Class Period, involved, described, set forth, or referred to in the Complaint; (iii) that are in connection with, arise out of, are based upon, or are related in any way to the subject matters, claims, allegations, acts, transactions, facts, events, matters or occurrences, disclosures, representations or omissions involved, described,



set forth, or referred to in the Action and/or the Complaint; or (iv) that arise out of or relate in any way to the defense or settlement of the Action (except for claims to enforce the Settlement).

D. "Unknown Claims" means any and all Settled Claims which Lead Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled Defendants' Claims which any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the Parties stipulate and agree that upon the Effective Date, the Lead Plaintiff and the Defendants shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Lead Plaintiff and Defendants acknowledge, and Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Settled Defendants' Claims was separately bargained for and was a material element of the Settlement.

E. "Released Parties" means any and all Defendants, their past or present subsidiaries, parents, affiliates, successors and predecessors, and the past and present officers, directors, agents, employees, attorneys, auditors, accountants, insurers and re-insurers, legal representatives, heirs, executors, administrators, successors-in-interest or assigns of any of the foregoing.

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

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

H. I hereby warrant and represent that I have included information about all of my purchases in Sonus Shares that occurred during the Settlement Class Period (including total shares purchased between December 11, 2000 and January 16, 2002), all of my sales during the period December 11, 2000 and January 16, 2002, inclusive as well as the amount of Sonus Shares held by me at the close of trading on January 16, 2002.

VIII. CERTIFICATION

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

I am/we are NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out the word "NOT" in the statement above.

I/We declare under penalty of perjury under the laws of the United States of America, that the foregoing information supplied by the undersigned and the supporting documents attached hereto, and the acknowledgments, representations and warranties made herein are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of Claim form was executed this

_____ day of _____, 2009 in _____, _____.
(City) (State/Country)

[Redacted Signature Box]

Signature of Claimant

[Redacted Name Box]

(Print your name here)

[Redacted Signature Box]

Signature of Joint Claimant, if any

[Redacted Name Box]

(Print your name here)

[Redacted Signature Box]

Signature of person signing on behalf of Claimant

[Redacted Name Box]

(Print your name here)

[Redacted Capacity Box]

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Executor, President, Custodian, etc.)

Mail your Proof of Claim, postmarked no later than **July 5, 2009** to:
Sonus Network, Inc. Securities Litigation - II, c/o Complete Claim Solutions, LLC
P.O. Box 24673. West Palm Beach, FL 33416