

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

IN RE SONUS NETWORKS, INC.
SECURITIES LITIGATION-II

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

**ORDER
CERTIFYING THE SETTLEMENT CLASS, PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR NOTICE TO THE SETTLEMENT CLASS**

WHEREAS,

A. Court-appointed Lead Plaintiff, the Mississippi Public Employees' Retirement System ("MPERS," or "Lead Plaintiff"), on behalf of itself and the Settlement Class (as hereinafter defined) (Lead Plaintiff and the Settlement Class may be referred to herein collectively as "Plaintiffs"), and Defendants Sonus Networks, Inc. ("Sonus" or the "Company"), 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"; Defendants and Lead Plaintiff or Plaintiffs may be referred to herein collectively as the "Parties") have entered into a Settlement of the claims asserted in the above-captioned consolidated action (the "Action"), on the merits and with prejudice upon the terms and conditions set forth in a Stipulation of Settlement and annexed exhibits dated January 14, 2009 (collectively, the "Settlement Stipulation").

B. Lead Plaintiff has moved, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order certifying the Settlement Class as defined herein, for settlement purposes only, preliminarily approving the Settlement in accordance with the terms and conditions of the

Settlement Stipulation and directing the issuance of notice to the Settlement Class in accordance with the Settlement Stipulation; and

C. The Court, having read and considered the Settlement Stipulation, including the: proposed Notice of Pendency and Proposed Settlement of Class Action; Application for Attorneys' Fees and Expenses and Fairness Hearing (the "Settlement Notice"); the proposed Summary Notice of Pendency and Proposed Settlement of Class Action, Application for Attorneys' Fees and Expenses and Fairness Hearing (the "Publication Notice"); the proposed Proof of Claim form; and the proposed Final Judgment and Order of Dismissal with Prejudice, Lead Plaintiff's Motion for Certification of a Settlement Class and for Preliminary Approval of Proposed Settlement; and having held a hearing on said motion on January 27, 2009, finds that substantial and sufficient grounds exist for entering this Order For Notice and Hearing.

NOW, THEREFORE, IT IS HEREBY ORDERED, this 4th day of February, 2009, that:

1. This Order For Notice and Hearing incorporates by reference the definitions in the Settlement Stipulation, and terms used herein shall have the same meanings as set forth in the Settlement Stipulation.

2. The Court preliminarily approves the Settlement of the Action on the terms and conditions set forth in the Settlement Stipulation as being sufficiently fair, reasonable and adequate to warrant sending notice of the proposed Settlement to Settlement Class Members and further consideration of the Settlement at the Fairness Hearing described below.

3. The Court reserves the right to approve the Settlement with or without modification and with or without further notice of any kind.

4. A hearing (the “Fairness Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on June 16, 2009, at 3:00 p.m., in Courtroom 10 of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, to, among other things:

(a) determine whether the proposed Settlement of the Action, on the terms and conditions provided in the Settlement Stipulation is fair, reasonable, and adequate, and should be finally approved by the Court;

(b) determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) determine whether an Order and Final Judgment substantially in the form of Exhibit B to the Settlement Stipulation, dismissing the Complaint filed herein, on the merits and with prejudice, should be entered in the Action;

(d) consider Lead Counsel’s application for an award of attorneys’ fees, costs and expenses, and a case contribution award for the Lead Plaintiff; and

(e) to rule on such other matters as the Court may deem appropriate.

5. The Court expressly reserves the right to adjourn the Fairness Hearing from time to time without any further written notice to Settlement Class Members.

6. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, for purposes of the Settlement only, a Settlement Class consisting of all persons who purchased Sonus common stock during the Settlement Class Period of December 11, 2000 and January 16, 2002, inclusive, and who suffered damages thereby. 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, and 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 Settlement Notice and whose requests for exclusion are granted by the Court. The Settlement Class to be certified pursuant to this Settlement Stipulation, or any exhibits hereto, shall be certified, for settlement purposes only, pursuant to Rules 23(a) and (b)(3) for the following reasons:

(a) As approximately 181.3 million shares of Sonus Stock were purchased by Settlement Class Members during the Settlement Class Period, the number of members of the Settlement Class are likely so numerous that joinder of all Settlement Class Members would be impracticable;

(b) There are questions of law and fact common to the members of the Settlement Class which predominate over the questions which may affect individual Settlement Class Members, including: (i) whether Defendants violated the federal securities laws; (ii) whether Defendants misrepresented material facts; (iii) whether Defendants' statements omitted material facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading; (iv) whether Defendants knew, or recklessly disregarded that their statements were false and misleading; and (v) whether the members of the Settlement Class have sustained damages proximately caused by the alleged misrepresentations and omissions, and, if so, what the appropriate measure of damages is.

(c) Lead Plaintiff's claims are typical of the claims of the members of the Settlement Class because Lead Plaintiff and all of the Settlement Class Members sustained damages arising out of the same alleged conduct at issue in the Action;

(d) Lead Plaintiff has demonstrated that it has fairly and adequately protected the interests of Settlement Class Members and has retained counsel who are experienced and competent in class and securities litigation. Lead Plaintiff has no interests that are contrary to or in conflict with the members of the Settlement Class Lead Plaintiff seeks to represent; and

(e) A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since: (i) joinder of all members is impracticable; (ii) the damages allegedly suffered by individual members of the Settlement Class may be relatively small, the expense and burden of individual litigation make it impossible for the members of the Settlement Class individually to redress the wrongs allegedly done to them, and no Settlement Class Member has commenced a separate individual action concerning the claims at issue here; (iii) it is desirable to resolve the Settlement Class's claims in this one forum; and (iv) there are no difficulties likely to be encountered in the management of the Action as a class action.

7. The Court appoints Lead Counsel (Wolf Popper LLP) as Class Counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

8. The Court approves the form, substance and requirements of the Settlement Notice and Publication Notice (together the "Notices") and the Proof of Claim form annexed as Appendices 1, 3 and 2 hereto, respectively, and finds that the procedures established for publication, mailing, and distribution of the Notices, as set forth in paragraphs 8 through 10 of this Order For Notice and Hearing: (a) constitute the best notice practicable under the circumstances and are reasonably calculated to apprise Settlement Class Members of the

proposed Settlement and their right to object thereto; (b) constitute reasonable, due, adequate, and sufficient notice of the Fairness Hearing and of the rights of persons and entities in the Settlement Class with respect thereto; and (c) meet all applicable requirements of the Federal Rules of Civil Procedure (including specifically Rule 23(c) and (d)), the United States Constitution (including the Due Process Clause), Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7) as amended by the Private Securities Litigation Reform Act of 1995, the Rules of this Court, and any other applicable law.

9. The Court appoints Complete Claims Solutions, Inc., as the Claims Administrator (“Claims Administrator”) to administer the notice procedure as well as the processing of claims under the supervision of Lead Counsel, as more fully set forth below:

(a) The Claims Administrator shall cause the Settlement Notice and the Proof of Claim, in all material respects in the form annexed hereto as Appendices 1 and 2, to be mailed, by first class mail, postage prepaid, not later than March 6, 2009 (the “Notice Date”), to all potential Settlement Class Members who can be identified with reasonable effort.

(b) Not later than March 16, 2009, the Claims Administrator shall cause the Publication Notice, substantially in the form annexed hereto as Appendix 3, to be published once in the national edition of *Investor’s Business Daily*, and once over a national business oriented wire service.

10. No later than June 5, 2009, Lead Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or declaration, of the mailings and publication required in paragraph 8 of this Order For Notice and Hearing.

11. The Claims Administrator shall ask nominees that hold shares of Sonus common stock that were purchased during the Settlement Class Period to, within ten (10) days of the

receipt of the Settlement Notice and Proof of Claim form, either (a) provide to the Claims Administrator the name and last known address of each person or organization known to that nominee for whom or for which it purchased Sonus Shares during the Settlement Class Period (in which event the Claims Administrator shall promptly mail copies of the Settlement Notice and Proof of Claim form to such beneficial owners identified), or (b) request additional copies of the Settlement Notice and Proof of Claim form, which will be provided at no cost to the nominee, and that such nominee must mail those Notices and Proof of Claim forms directly to the beneficial owners of those Sonus Shares within seven (7) days of receipt. Nominee purchasers who elect to send the Settlement Notice and Proof of Claim to beneficial owners under procedure (b), shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Settlement Notice shall be made available to any record holder or nominee requesting such for the purpose of distribution to beneficial owners, and such record holders or nominees shall be reimbursed, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Settlement Notices and Proofs of Claim to beneficial owners.

12. As provided in paragraph 5 of the Settlement Stipulation, Sonus, on behalf of all Defendants, will advance all costs of Notice to the Settlement Class; if the Settlement is finally approved by the Court, Sonus shall be responsible for no more than \$100,000 of the costs of the notice, to be credited against any amount Sonus will have advanced toward payment of the costs of notice, with the balance of any such costs to be reimbursed to Sonus out of the Settlement Fund; if the Settlement is not finally approved, all such notice costs advanced by Sonus shall be borne by Sonus, and shall not be reimbursed. As provided in paragraph 6(b) of the Settlement Stipulation, the reasonable costs of distributing the Settlement Notice or publishing the

Publication Notice, to the extent any such costs are not advanced by Sonus, may be withdrawn from the Gross Settlement Fund without further approval from the Court. Any reimbursement of banks, brokerage houses, or other nominees for costs of mailing notices to beneficial owners of Sonus Shares who are potential Settlement Class Members shall be limited to out-of-pocket expenses that would not have been incurred except for the sending of such notices. Any dispute concerning such reimbursement shall be resolved by the Court.

13. Any member of the Settlement Class who wishes to be excluded from the Settlement Class must submit a request for exclusion, in accordance with the instructions in the Settlement Notice, to the Claims Administrator, by first class mail no later than May 15, 2009. Such request for exclusion shall clearly indicate the name, address and daytime telephone number of the Settlement Class Member seeking exclusion; list all purchases and sales of Sonus Stock during the Settlement Class Period; and state clearly that the Settlement Class Member is seeking to be excluded from the Settlement Class in *In Re Sonus Networks, Inc. Securities Litigation-II*, No 06-CV-10040 (MLW). A request for exclusion shall not be effective unless it provides this required information and is made by May 15, 2009, or the request for exclusion is otherwise accepted by the Court.

14. All persons who submit valid and timely requests for exclusion in the manner set forth in the Settlement Notice shall have no rights under the Settlement Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by any of the terms and provisions of the Settlement Stipulation, including the releases defined in paragraphs 1(t), (u), (v) and (ff) thereof, or any proceedings, rulings, orders, and judgments in the Action. The Claims Administrator shall provide copies of requests for exclusion to Lead Counsel within three (3) days after such requests are received. Any Settlement Class Member who does not submit a

valid and timely written request for exclusion from the Settlement Class in accordance with the instructions in the Settlement Notice is a Settlement Class Member and shall be bound by all of the terms and provisions of the Settlement Stipulation, including the releases defined in paragraphs 1(t), (u), (v) and (ff) thereof, and by all proceedings, rulings, orders, and judgments in the Action, whether favorable or unfavorable to the Settlement Class.

15. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Settlement Stipulation, each Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim (the "Proof of Claim"), in all material respects in the form attached hereto as Appendix 2, must be submitted to the Claims Administrator, at the Post Office Box indicated in the Settlement Notice, postmarked not later than July 5, 2009 ("Claims Deadline"). Such Claims Deadline may be further extended by Court Order. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first class mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Settlement Notice. Any Settlement Class Member who does not timely submit a Proof of Claim within the time provided for shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court;

(b) The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a

timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation as designated in the Proof of Claim, including proof of the transactions claimed, or such other documents or proofs as the Claims Administrator, in its discretion, may deem acceptable; (iii) if the person executing the Proof of Claim is acting in a representative capacity, the Proof of Claim must include evidence of that person's current authority to act on behalf of the Settlement Class Member; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury; and

(c) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Settled Claims as provided in the Settlement Stipulation.

16. Except as otherwise ordered by the Court, any Settlement Class Member who fails to file a Proof of Claim in accordance with paragraph 15 hereof, shall nevertheless be bound by all proceedings, rulings, orders determinations and judgments in the Action, whether favorable or unfavorable, including without limitation, the release of the Released Claims and the dismissal with prejudice of the Action. Notwithstanding the foregoing, Lead Counsel may, in their sole discretion, accept for processing late claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed.

17. Any Settlement Class Member may enter an appearance in the Action, individually or through counsel of his, her or its own choice, at his, her or its own expense. Any Settlement Class Member who chooses not to enter an appearance in the Action will be represented by Lead Counsel.

18. Pending final determination of whether the Settlement should be approved and the Court's entry of the Order and Final Judgment, neither Lead Plaintiffs nor any other Settlement Class Member, either directly, representatively, or in any other capacity, shall institute, commence or prosecute any action or proceeding against any of the Released Persons, in any court or tribunal, that asserts any of the Released Claims.

19. Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to any terms of the proposed Settlement Stipulation, to the Plan of Allocation, or to Lead Counsel's request for a fee and expense award (including Lead Plaintiff's request for a case contribution award) must file with the Court (c/o Clerk of the Court, United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210), in the manner provided in the Settlement Notice and no later than May 15, 2009, or as the Court may otherwise direct, must provide in their written objections (i) the name and address of the person, persons or entity making the objection, (ii) the Sonus Shares purchased during the Settlement Class Period by the objector, and the dates, prices and number of securities purchased, and (iii) any arguments, information or evidence that supports their objection to the Settlement Stipulation, the Plan of Allocation, Lead Counsel's requests for a Fee and Expense Award or Lead Plaintiff's request for a case contribution award. In addition to filing such papers and materials with the Court, the Settlement Class Member must serve copies of such papers and materials, in the manner provided in the Settlement Notice, upon each of the following Lead Counsel and Defendants' Counsel:

James A. Harrod
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845 Third Avenue
New York, New York 10022
Telephone: (212) 759-4600
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Counsel for Defendant Stephen J. Nill

20. Any Settlement Class Member may file an objection of the nature described in paragraph 19 hereof on his, her or its own or through an attorney hired at his, her or its own expense. Any Settlement Class Member who files and serves such an objection may, but is not required to, appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense. If a Settlement Class Member hires an attorney to represent him, her or it at the Fairness Hearing, the attorney must file a notice of appearance with the Clerk of the Court and deliver a copy of that notice to Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 19 of this Order, no later than May 15, 2009.

21. Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, the request for attorneys' fees and/or for the reimbursement of costs and

expenses to Lead Counsel are required to indicate in their written objection their intention to appear at the hearing. If the objector intends to attend the Fairness Hearing and present evidence, they must include in their written objections the identity of any witness they may seek to call to testify and any exhibits they may seek to introduce into evidence at the Fairness Hearing. Any Party has the right to object to any testimony or other evidence that a person objecting to the Settlement seeks to introduce.

22. Unless the Court otherwise directs, any Settlement Class Member or other person, who does not make his, her or its objection within the time and in the manner provided, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Stipulation, the award of attorneys' fees and reimbursement of costs and expenses to Lead Counsel, and the requested award to the Lead Plaintiff. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

23. No Person that is not a Lead Plaintiff, Settlement Class Member, Lead Counsel (on behalf of Plaintiffs' Counsel), or the Claims Administrator shall have any right to any portion of the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Settlement Stipulation.

24. All funds held in the Settlement Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the continuing jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Settlement Stipulation, the Plan of Allocation, and/or further order(s) of the Court.

25. All papers in support of Lead Counsel's application for a fee and expenses award, and Lead Plaintiff's request for a case contribution award, shall be filed and served no later than

April 17, 2009 and shall be posted promptly on Lead Counsel's website and the website established for purposes of the Settlement (www.sonusIIsecuritiessettlement.com).

26. All papers in support of the Settlement or the Plan of Allocation, shall be filed and served no later than April 17, 2009; responses to any objections served in accordance with this Order, and any other supplemental arguments regarding final approval of the Settlement or the Plan of Allocation, shall be filed and served no later than June 5, 2009.

27. This Order For Notice and Hearing, the Settlement Stipulation (whether or not it is consummated and whether or not it is terminated), or any of their provisions, or any negotiations, proceedings or agreements relating to the Settlement Stipulation and the Settlement, or any matter arising in connection with such negotiations, proceedings or agreements, or any act performed or document executed pursuant to or in furtherance of this Settlement Stipulation:

(a) shall not be offered or received against the Defendants or any other Released Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Defendants or the Released Parties with respect to the truth of any fact alleged by the Lead Plaintiff or any other plaintiff or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been, could have been or could be asserted in the Action or in any proceeding, or of any liability, negligence, fault, or wrongdoing of Defendants or the Released Parties;

(b) shall not be offered or received against Defendants or the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or

omission with respect to any statement or written document approved or made by any Defendant or any of the Released Parties;

(c) shall not be offered or received against Defendants or the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of Defendants or Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, Defendants or Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against Defendants or the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or of the validity of any claims in the Action or of any wrongdoing; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants or any other Released Party have any merit, or that damages recoverable under the Complaint would not have exceeded the Gross Settlement Fund.

28. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation and Lead Counsel's application for a fee and expense award shall be approved. Neither Defendants nor Defendants' Counsel shall have any responsibility for, or any liability whatsoever with respect to, any Plan of Allocation of the Net Settlement Fund or any application for a fee and expense award. Such matters will be considered separately from the fairness,

reasonableness, and adequacy of the Settlement. The Court may approve the Settlement with such modifications as may be agreed to, in writing, by the Parties, if appropriate, without further notice to the Settlement Class.

29. This Court shall have exclusive jurisdiction over the Action, the implementation, administration and enforcement of the Settlement, the determination of all disputed questions of law and fact with respect to the validity of any claim or right of any person to participate in the distribution of the Net Settlement Fund, and any other matters arising out of or connected with the Settlement.

30. If: (a) the Settlement is terminated by any Party pursuant to paragraph 24 of the Settlement Stipulation or Defendants elect to terminate the Settlement Stipulation pursuant to paragraph 23 of the Settlement Stipulation; (b) any specified condition to the Settlement set forth in the Settlement Stipulation is not satisfied and the satisfaction of such condition is not waived in writing by Lead Counsel and Defendants' Counsel; (c) the Court rejects, in any respect, the Final Judgment and Order of Dismissal with Prejudice, and substitutes a form of final judgment other than that form attached to the Stipulation of Settlement as Exhibit B and Lead Counsel and Defendants' Counsel do not consent to the entry of another form of final judgment in lieu thereof; (d) the Court rejects the Settlement Stipulation, including any amendment thereto approved by Lead Counsel and Defendants' Counsel; (e) the Court approves the Settlement Stipulation, including any amendment thereto approved by Lead Counsel and Defendants' Counsel, but such approval is reversed on appeal and such reversal becomes final; or (f) the Settlement is terminated or this Order does not become effective for any reason and the provisions of paragraph 25 of the Settlement Stipulation are applicable, then, in any such event, the Settlement Stipulation, including any amendment(s) thereof and this Preliminary Order, shall

be null and void, of no further force and effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any Person, each Party shall be restored to his or her respective position in the Action as it existed as of October 3, 2008, and Lead Counsel shall, within fifteen (15) business days, return to Sonus, in accordance with the instructions of Sonus's counsel, any portion of the Settlement Amount previously paid by Sonus on behalf of all Defendants (plus any interest accrued thereon), less (i) any costs paid or incurred by the Gross Settlement Fund as of the date of the Termination Notice to provide Notice to the Settlement Class, as required by the Order for Notice and Hearing and (ii) any Taxes paid or due with respect to such income.

31. This Court may alter any of the deadlines in this Order for good cause shown. *

IT IS SO ORDERED.

Dated: Boston, Massachusetts
Feb. 4, _____, 2009

/s/ Mark L. Wolf

HONORABLE MARK L. WOLF
UNITED STATES DISTRICT JUDGE

32. Any deadline established by this Order may be altered by the court for good cause shown. MLW