

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SANDRA LIFSCHITZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NEXTWAVE WIRELESS INC., ALLEN SALMASI,
GEORGE C. ALEX and FRANK A. CASSOU,

Defendants.

CASE NO. 08cv1697-AJB(WMc)
(consol. w/ 3:08-CV-01934 AJB (WMc))

CLASS ACTION

Hon. Anthony J. Battaglia

ALEX BENJAMIN, Individually and on behalf of all
others similarly situated,

Plaintiff,

v.

NEXTWAVE WIRELESS INC., ALLEN SALMASI,
GEORGE C. ALEX and FRANK A. CASSOU,

Defendants.

PROOF OF CLAIM

IF YOU PURCHASED THE COMMON STOCK OF NEXTWAVE WIRELESS, INC. ("NEXTWAVE") BETWEEN NOVEMBER 14, 2006 AND AUGUST 7, 2008, INCLUSIVE (THE "CLASS PERIOD"), YOU ARE A "CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. EXCLUDED FROM THE CLASS ARE DEFENDANT NEXTWAVE, DEFENDANTS ALLEN SALMASI ("SALMASI") AND GEORGE C. ALEX ("ALEX"), MEMBERS OF THEIR IMMEDIATE FAMILIES (PARENTS, SPOUSES, SIBLINGS AND CHILDREN), ANY SUBSIDIARY OR AFFILIATE OF NEXTWAVE, AND THE DIRECTORS OR EXECUTIVE OFFICERS OF NEXTWAVE OR ITS SUBSIDIARIES OR AFFILIATES, OR ENTITY IN WHICH ANY EXCLUDED PERSON HAS A CONTROLLING INTEREST, AND THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNEES OF SUCH EXCLUDED PARTY.

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN DECEMBER 10, 2012, TO THE FOLLOWING ADDRESS:

NextWave Proof of Claim
NextWave Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

YOUR FAILURE TO SUBMIT YOUR CLAIM BY DECEMBER 10, 2012 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

CLAIMANT'S STATEMENT

1. I (We) purchased the common stock of NextWave Wireless, Inc. ("NextWave") during the period between November 14, 2006 and August 7, 2008, inclusive. (Do not submit this Proof of Claim if you did not purchase NextWave common stock during this period.)

2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member as defined above and in the Notice of Pendency and Proposed Settlement of Class Action, Settlement Hearing and Application For Attorneys' Fees (the "Class Notice"), or am acting for such person; that I am (we are) not a Defendant in the Action or anyone else excluded from the Class; that I (we) have read and understand the Class Notice; that I (we) believe that I am (we are) entitled to receive a share of the Settlement proceeds; that I (we) elect to

SHARES OWNED AT THE BEGINNING OF THE CLASS PERIOD

9. At the close of business on November 13, 2006, I (we) owned shares of NextWave common stock (*must be documented*).

(Insert number of shares in the box above)

**SHARES PURCHASED AND SOLD DURING THE CLASS PERIOD
(NOVEMBER 14, 2006-AUGUST 7, 2008)**

SHARES PURCHASED

10. I (We) made the following PURCHASES of NextWave common stock between November 14, 2006 and August 7, 2008, inclusive. (Persons who received NextWave common stock during the Class Period other than by purchase, such as by gift or inheritance are not eligible to submit claims for those transactions.) (*must be documented*):

Date(s) of Purchase (List Chronologically) (Month/Day/Year)	Number of Share(s) of Common Stock Purchased	Purchase Price Per Share of Common Stock	Aggregate Cost (incl. commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

SHARES SOLD

11. I (We) made the following SALES of NextWave common stock between November 14, 2006 and August 7, 2008, inclusive (*must be documented*):

Date(s) of Sales (List Chronologically) (Month/Day/Year)	Number of Share(s) of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (net commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

SHARES OWNED AT THE END OF CLASS PERIOD

12. At the close of business on August 7, 2008, I (we) owned shares of NextWave common stock (*must be documented*).

(Insert number of shares in the box above)

SUBSTITUTE FORM W-9

(You must provide the requested information here even if you have already provided the same or similar information at Section 8 of this Proof of Claim.)

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number the Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals) or _____
Taxpayer Identification Number
(for estates, trusts, corporations, etc.)

RELEASE

For purposes of this Release, the word "I" shall mean I or we, as the context requires, and the term "Class" shall mean all persons who purchased the common stock of NextWave during the period November 14, 2006 through August 7, 2008, inclusive (the "Class Period"). Excluded from the Class are Defendant NextWave, Defendants Salmasi and Alex, members of their immediate families (parents, spouses, siblings and children), any subsidiary or affiliate of NextWave, and the directors or executive officers of NextWave or its subsidiaries or affiliates, or entity in which any excluded person has a controlling interest, and the legal representatives, heirs, successors and assignees of such excluded party. Also excluded from the Class are any persons or entities who submit valid and timely requests for exclusions from the Class.

For purposes of this Release, the term "Released Parties" means any and all of the Defendants, their past or present subsidiaries, parents, affiliates, successors and predecessors, and the officers, directors, agents, employees, attorneys, underwriters, auditors, accountants, insurers, reinsurers, legal representatives, heirs, executors, administrators, successors in interest or assigns of any of the foregoing.

For purposes of this Release, the term "Settled Claims" means any and all claims, debts, demands, rights or causes of action or liabilities of any kind whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liabilities whatsoever), whether based on federal, state, local, statutory or common law 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, including both known claims and Unknown Claims (as defined below), (i) that have been asserted in this Action against any of the Released Parties, or (ii) that could have been asserted in any forum by the Class Members or any of them against any of the Released Parties which arise out of or are related to the allegations, transactions, facts, matters or occurrences, representations or omissions, including any public statement by any Defendant during the Class Period, involved, set forth, or referred to in the Complaint.

For purposes of this Release, the term "Unknown Claims" means any and all Settled Claims which the Lead Plaintiff or any 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, 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 such Unknown Claims, the parties stipulate and agree that upon the Effective Date, the Lead Plaintiff and each Class Member shall expressly be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived and relinquished any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542, or 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.

I, (and if I am an individual, on behalf of myself, and my heirs, executors, administrators, personal representatives, successors and assigns, and if I am acting on behalf of a corporation, partnership, trust or other legal entity on behalf of it and its successors and assigns, and if I am acting or acted as trustee, guardian, conservator, attorney-in-fact or other agent with, respect to NextWave shares purchased during the Class Period in such capacity, on behalf of any persons or entities for whom I act or acted as such trustee, guardian, conservator, attorney-in-fact or agent), for and in consideration of the Settlement set forth in that certain Stipulation and Agreement of Settlement dated June 20, 2012, filed in the Action (the "Stipulation"), and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, agree to dismiss with prejudice, and hereby release and forever discharge, effective upon the Effective Date of the Stipulation, as by an instrument under seal without further act by any person, each and every one of the Released Parties from any and all Settled Claims.

NEXTWAVE

I agree that there is a risk that I may incur damages, expenses or liabilities relating to the Settled Claims, but which were unknown and unanticipated at the time I executed this Release, and that I acknowledge and agree that the Stipulation and this Release is intended to be a full and final accord and satisfaction of such Unknown Claims and a release thereof and shall apply to all unknown and unanticipated results of said matters, as well as those now known and anticipated. In furtherance thereof, I hereby waive any and all provisions, rights and benefits conferred by law of any state or territory of the United States, or principle of common law, or of international or foreign law, which prohibits releases of Unknown Claims. I understand that I may hereafter discover facts in addition to or different from those which I now know or believe to be true with respect to the Settled Claims, but hereby stipulate and agree that I am fully releasing such claims and, upon the Effective Date and by operation of the Order and Final Judgment, I will have, fully, finally, and forever settled and released any and all Settled Claims whatsoever against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, including any and all Unknown Claims, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. I acknowledge that the foregoing waiver and release was bargained for and a key element of the Settlement of which this Release is a part.

By executing this Release, I represent and warrant that I have not assigned, hypothecated, granted, conveyed, transferred, or otherwise given or agreed to assign, hypothecate, grant, convey transfer or otherwise give any interest in the Settled Claims, or any of them or any portion of them, to any other person or entity.

I have read the foregoing Release carefully and, knowing and understanding its contents and the full legal effect thereof, I certify, under penalty of perjury, that I have signed the same as my own free act and deed as an instrument under seal.

CERTIFICATION

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

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

I (we) certify that, if I am (we are) acting as the representative for a Class Member I am (we are) currently authorized to act on behalf of the Class Member.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

Signature: _____

Date: _____

Signature: _____

Date: _____

If the person executing this Proof of Claim is acting in a representative capacity, evidence of such person's current authority to act on behalf of the Class Member must be submitted with this Proof of Claim.

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN DECEMBER 10, 2012, AND MUST BE MAILED

TO:

NextWave Proof of Claim
NextWave Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 3
Media, PA 19063

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by December 10, 2012, and if a postmark is indicated on the envelope and it is mailed by First Class Mail, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

If you wish to be assured that your Proof of Claim is actually received by the Claims Administrator, then you should send it by Certified Mail, Return Receipt Requested. No acknowledgment will be made as to the receipt of Proof of Claim forms. You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.