

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	X	
DONALD DEAN JOHNSON,	:	Civil Action No. 11-cv-06341-PAC
	:	
Plaintiff,	:	<u>CLASS ACTION</u>
	:	
vs.	:	
	:	
SEQUANS COMMUNICATIONS S.A., et al.,	:	
	:	
Defendants.	:	
_____	X	

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. The enclosed Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys’ Fees and Settlement Fairness Hearing (“Settlement Notice”) provides important information about your rights, defines certain settlement terms and eligibility criteria, and describes the proposed Settlement and the manner by which the Settlement Fund will be distributed upon approval by the Court. **Please read the Settlement Notice and these instructions carefully.**

2. To participate as a member of the Class, you must complete and, on page 6 hereof, sign this Proof of Claim and Release form. Failure to properly complete or submit your claim, as described below, may result in either the rejection of your claim, or a delay in any recovery to which you may be eligible.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE ON OR BEFORE MARCH 4, 2014, ADDRESSED AS FOLLOWS:

*Sequans Securities Litigation*  
c/o Gilardi & Co. LLC  
Claims Administrator  
P.O. Box 8040  
San Rafael, CA 94912-8040  
(1-877-262-1364)  
www.gilardi.com/sequans

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

5. If you ARE a member of the Class, you are bound by the terms of the judgment entered in the Litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

6. NOTICE REGARDING SUPPORTING DOCUMENTATION: You must provide documentation for all eligible transactions. Acceptable documentation includes legible photocopies of periodic brokerage statements or trade confirmation slips. Documentation must include the claimant’s name and address and identify the security, trade date, price paid per ADS and total amount of transaction. DO NOT send originals or stock certificates, as they are not acceptable documentation of the trade date or price. Failure to provide supporting documentation may result in rejection of your claim form. Please keep a copy of your submission and supporting documentation.

**II. STEP BY STEP INSTRUCTIONS FOR COMPLETING THE PROOF OF CLAIM AND RELEASE FORM**

**PART I: Personal and Mailing Information – PAGE 3**

**Step 1:** Please provide the name(s) of the underlying beneficial owner(s) of the Sequans Communications S.A. (“Sequans”) American Depositary Shares (“ADSs”) you identify on the Proof of Claim and Release form. The name(s) should be provided as it is to appear on the payment. In the event that the name(s) is not that of the

underlying beneficial owner, you must provide documentation that indicates that you are eligible to receive and negotiate the payment.

**Step 2:** Please provide the social security number or taxpayer identification number for the underlying beneficial owner of the security. If applicable, please indicate the specific type of account in which you held the Sequans ADSs by filling in the appropriate bubble.

**Step 3:** If you are filing the Proof of Claim and Release form on behalf of the underlying beneficial owner, please provide the required contact information, and the role and authority by which you are filing the claim by filling in the appropriate bubble.

**Step 4:** Please provide your preferred mailing address, to be used for correspondence and distribution.

**Step 5:** Please provide your daytime and evening telephone numbers.

**Step 6:** Please provide your email address. While an email address is not required, if you provide it, you authorize the Claims Administrator to contact you through it, rather than through the United States postal service, to request from or provide to you information relevant to your claim.

#### **PART II: SCHEDULE OF TRANSACTIONS IN SEQUANS ADSs – PAGE 4**

Claimants who had transactions in Sequans ADSs must complete this Section. Failure to complete this Section if you had transactions in Sequans ADSs will result in the rejection of your claim.

**Step 7:** In Sections A and B, please list all purchases and sales of Sequans ADSs from April 14, 2011 through September 8, 2011, inclusive.

**Step 8:** For each purchase listed, you MUST provide the trade (not settlement) date, the number of ADSs you purchased and the total cost of the transaction (excluding commissions, taxes and fees). If all of your transactions cannot fit in the spaces provided, please photocopy the sheet to record your additional transactions.

**Step 9:** In Section C, please identify the total number of Sequans ADSs held at the close of trading on July 27, 2011.

**Step 10:** In Section D, please identify the total number of Sequans ADSs held at the close of trading on September 8, 2011.

**Step 11:** In Section E, please identify the total number of Sequans ADSs held at the close of trading on the day you execute this Proof of Claim and Release form.

#### **PARTS III AND IV: JURISDICTION AND RELEASE – PAGE 5**

**Step 12:** Please read the Sections on Jurisdiction and Release carefully.

**Step 13:** Sign the Proof of Claim and Release in the designated area on Page 6. If you are signing on behalf of an underlying beneficial owner in a representative capacity, please print your title/capacity in the space provided. You MUST also provide proof of your authority to act on behalf of the underlying beneficial owner. If the claim is being made by Joint Claimants, each of them must sign the Proof of Claim and Release.

Official  
Office  
Use  
Only



Must Be Postmarked  
on or before  
March 4, 2014

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
*Johnson v. Sequans Communications S.A., et  
al.*

**SEQUANS**

Civil Action No. 11-cv-06341-PAC

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below  
Do NOT use Red Ink, Pencil, or Staples



**PART I: CLAIMANT IDENTIFICATION**

Last Name

M.I.

First Name

Last Name (Co-Beneficial Owner)

M.I.

First Name (Co-Beneficial Owner)

IRA       Joint Tenancy       Employee       Individual       Other \_\_\_\_\_

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA (specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (if Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Social Security Number

Taxpayer Identification Number

or

Telephone Number (Primary Daytime)

Telephone Number (Alternate)

Email Address

**MAILING INFORMATION**

Address

Address

City

State

Zip Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS  
PROCESSING  
ONLY

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FOR CLAIMS  
PROCESSING  
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### III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Settlement Agreement dated October 31, 2013 (“Settlement Agreement”) described in the Settlement Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member (as defined in the Settlement Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to Lead Counsel to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of Sequans ADSs during the Class Period and know of no other Person having done so on my (our) behalf.

### IV. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims against Defendants Sequans Communications S.A., George Karam, Deborah Choate, Michael Elias, James Patterson, David Ong, Hubert de Pescidoux, Dominique Pitteloud, Alok Sharma, Zvi Slonimsky, T. Craig Miller, UBS Limited, and Jefferies & Company, Inc. (each, a “Defendant”; collectively, “Defendants”) and each and all of each Defendant’s families, parent entities, business units, business divisions, associates, affiliates or subsidiaries and each and all of the past, present, or future officers, directors, stockholders, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, insurers, engineers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, of each of them or their affiliates or subsidiaries, and each of their respective predecessors, successors and assigns or other Persons or other entities in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and any other representatives of any of these Persons or other entities, whether or not any such Related Parties were named, served with process or appeared in the Litigation (“Related Parties”).

2. “Released Claims” shall include, without limitation, (i) any and all claims set forth in any actual or proposed complaint filed in the Litigation, including, without limitation, all claims set forth in the Consolidated Amended Complaint and the proposed Second Consolidated Amended Complaint, and (ii) any and all other claims and causes of action of every nature and description, whether known or unknown, whether suspected or unsuspected, whether disclosed or undisclosed, whether contingent or absolute, whether liquidated or unliquidated, and whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the purchase of Sequans ADSs during the Class Period, and any of the acts, facts, statements, misstatements or omissions that were or could have been alleged by Lead Plaintiffs in the Litigation, except for claims relating to the enforcement of the Settlement (collectively, the “Release”). This Release extends to all Released Persons. “Released Claims” includes “Unknown Claims” as defined below.

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

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

Lead Plaintiffs expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that 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 that 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. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and was a key element of the Settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Settlement Agreement and it becomes effective on the Effective Date.

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

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Sequans ADSs that occurred during the Class Period as well as the number of Sequans ADSs held by me (us) at the close of trading on July 27, 2011, September 8, 2011 and on the date of execution of this Proof of Claim and Release form.



I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release form by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Type or print your name here)

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

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

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

Reminder Checklist:

- 1. Please sign the above declaration.
- 2. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. **Do not send** originals of ADS certificates.
- 5. Keep a copy of your claim form and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to:  
*Sequans Securities Litigation*  
c/o Gilardi & Co. LLC  
Claims Administrator  
P.O. Box 8040  
San Rafael, CA 94912-8040
- 8. **Do not use red pen or highlighter** on the Proof of Claim and Release form or supporting documentation.

**THIS PROOF OF CLAIM AND RELEASE MUST BE MAILED OR SUBMITTED ONLINE  
NO LATER THAN MARCH 4, 2014, ADDRESSED AS FOLLOWS:**

*Sequans Securities Litigation*  
c/o Gilardi & Co. LLC  
Claims Administrator  
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(1-877-262-1364)  
[www.gilardi.com/sequans](http://www.gilardi.com/sequans)

