

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of Sonic securities which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE SONIC SECURITIES UPON WHICH THIS CLAIM IS BASED.

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. 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 or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Sonic Common Stock" to supply all required details of your transaction(s) in Sonic common stock and Part III of this form entitled "Schedule of Transactions in Sonic Options" to supply all required details of your transaction(s) in Sonic put and call options. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions of Sonic common stock and/or put and call options which took place at any time between and including October 23, 2002 and May 17, 2007 (the "Settlement Class Period"), and **all** of your sales of Sonic common stock which took place at any time between and including October 23, 2002 and August 15, 2007, and **all** of your sales of Sonic put and call options which took place at any time between and including October 23, 2002 and May 17, 2007, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Sonic common stock. The date of a "short sale" is deemed to be the date of sale of Sonic common stock.

5. Broker confirmations or other documentation of your transactions in Sonic securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

6. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the claimant's cost.

7. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Proof of Claim and Release form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-877-571-8650 or visit their website at www.gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



PART III. SCHEDULE OF TRANSACTIONS IN SONIC OPTIONS

PURCHASES/REPURCHASES

F. I made the following purchase/repurchase of options on Sonic common stock during the period from October 23, 2002 through May 17, 2007, inclusive:

Option Type	Date(s) of transaction (List Chronologically)	Number of Option contracts acquired	Expiry Date (Month/Year)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N

SALES/WRITTEN

G. I made the following sales/written options on Sonic common stock during the period from October 23, 2002 through May 17, 2007, inclusive:

Option Type	Date(s) of transaction (List Chronologically)	Number of Option contracts acquired	Expiry Date (Month/Year)	Strike Price	Transaction price per option contract	[X]expired [A]ssigned [E]xercised	Proof of transaction Enclosed?
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N
<input type="radio"/> Put <input type="radio"/> Call	MM DD YY		MM YY				<input type="radio"/> Y <input type="radio"/> N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of October 12, 2009 ("Stipulation") described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Settlement Class Member (as defined in the 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, acquisitions, or sales of Sonic securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

VI. 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 each and all of the Defendants and each and all of their "Related Parties," defined as each of a Defendant's past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, attorneys, accountants, auditors, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, estates, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of an Individual Defendant's immediate family, any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or any member of an Individual Defendant's immediate family, and any entity in which a Defendant and/or any member of an Individual Defendant's immediate family has or have a controlling interest (directly or indirectly).

2. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, which now exist, or heretofore has existed, asserted or that might have been asserted by the Lead Plaintiffs or any Settlement Class Member against the Defendants and their Related Parties based upon or arising out of both the facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or could have been alleged in the Litigation and the purchase or acquisition of Sonic publicly traded securities by the Lead Plaintiffs or any Settlement Class Member during the Settlement Class Period.

3. "Unknown Claims" means collectively any Released Claims that the Lead Plaintiffs 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 which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this 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 Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have 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 shall expressly and each of the Settlement 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 Settlement Class Members may hereafter discover facts in addition to or different from those which 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 fully, finally and forever settle and release, and each Settlement 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, 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. Lead Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and 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 Stipulation 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 Sonic publicly traded securities that occurred during the Settlement Class Period as well as the number of shares of Sonic common stock held by me (us) at the close of trading on October 22, 2002, at the close of trading on May 17, 2007, and at the close of trading on August 15, 2007.



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 or Acquirer, Executor or Administrator)

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

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

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
6. If you move, please send the Claims Administrator your new address.



THIS PAGE INTENTIONALLY LEFT BLANK

