



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.

### III. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in Harmonic Common Stock" to supply all required details of your transaction(s) in Harmonic common stock. 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 acquisitions of Harmonic stock in exchange for C-Cube stock or Harmonic shares purchased that are traceable to the exchange and **all** of your sales of Harmonic common stock which took place at any time between May 3, 2000 through June 26, 2000 (June 28, 2000 in the case of sales of Harmonic stock), inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

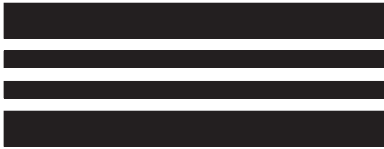
3. List each such transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

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

5. Broker confirmations or other documentation of your transactions in Harmonic common stock 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. 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 form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at (877) 497-5393 or visit their website at [www.gilardi.com](http://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.

Official  
Office  
Use  
Only



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

*In re Harmonic Inc. Securities Litigation*  
Master File No. C-00-2287-PJH(EMC)

**PROOF OF CLAIM AND RELEASE**

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

**Must be Postmarked  
on or before  
November 20, 2008**

**HRMC1**

**PART I: CLAIMANT IDENTIFICATION**

Last Name (Beneficial Owner)												First Name (Beneficial Owner)											
Last Name (Co-Beneficial Owner)												First Name (Co-Beneficial Owner)											
<input type="radio"/> IRA <input type="radio"/> Trust <input type="radio"/> Joint Tenancy <input type="radio"/> UTMA/UGMA <input type="radio"/> Individual <input type="radio"/> Other _____												(specify)											
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA																							
Trustee/Asset Manager/Nominee/Record Owner's Name (if Different from Beneficial Owner Listed Above)																							
Account#/Fund# (Not Necessary for Individual Filers)												Date of Trust											

Social Security Number												Taxpayer Identification Number											
Telephone Number (Work)												Telephone Number (Home)											
Email Address																							

**MAILING INFORMATION**

Address																							
Address																							
City												State						Zip Code					
Foreign Province												Foreign Zip Code						Foreign Country Name/Abbreviation					

FOR CLAIMS PROCESSING ONLY	PB <input type="text"/>	PC <input type="text"/>	<input type="radio"/> ND	<input type="radio"/> NS	<input type="radio"/> ICI	<input type="radio"/> OPT	<input type="radio"/> EMP	<input type="radio"/> L1
			<input type="radio"/> IHI	<input type="radio"/> NTIN	<input type="radio"/> OTHER	<input type="radio"/> MRG		<input type="radio"/> L2
						<input type="radio"/> BOTH	DC <input type="text"/>	





#### IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release form under the terms of the Stipulation and Agreement of Settlement described in the Settlement 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 Class Member and for purposes of enforcing the release set forth herein and any judgment which may be entered in the Action. 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 Action.

I (We) agree to furnish additional information to the Claims Administrator to support this claim if required to do so.

I (We) have not submitted any other claim covering the same purchase, acquisition or sale of Harmonic common stock and know of no other person having done so on my (our) behalf.

#### V. RELEASE

The terms used in the release contained in Part III of this form are defined below:

1. "Action" means Master File No. C-00-2287-PJH(EMC), and all complaints consolidated therewith.
2. "Class" and "Class Members" mean all Persons who on or before June 26, 2000, (1) were shareholders of C-Cube and exchanged shares of C-Cube for Harmonic shares that were issued pursuant to the Form S-4 Registration Statement and Joint Proxy Statement/Prospectus filed with the Securities and Exchange Commission on March 23, 2000, or (2) purchased or otherwise acquired Harmonic shares that are traceable to shares issued pursuant to the Form S-4. Excluded from the Class are the Defendants, members of the immediate families of the Individual Defendants, any entity in which any Defendant has a controlling interest, and the legal representatives, heirs, successors, or assigns of any Defendant. Also excluded are those Persons who timely and validly request exclusion from the Class pursuant to the Settlement Notice.
3. "Class Representatives" means Robert G. Knollenberg and Joseph Ivanich.
4. "Defendants" means Harmonic and the Individual Defendants.
5. "Effective Date of Settlement" or "Effective Date" mean the first date by which all of the events specified in paragraph 9.1 of the Stipulation have occurred or have been met.
6. "Form S-4" means the Form S-4 Registration Statement and Joint Proxy Statement/Prospectus filed with the Securities and Exchange Commission on March 23, 2000.
7. "Harmonic" means Harmonic Inc., including any of its predecessors, successors, parents, subsidiaries, divisions, affiliates or related affiliates, officers or directors.
8. "Individual Defendants" means Anthony J. Ley, Robin N. Dickson, Michel L. Vaillaud, E. Floyd Kvamme, Barry D. LeMieux, David Lane, and Moshe Nazarathy.
9. "Judgment" means the Final Judgment to be entered approving the Settlement.
10. "Person" means a natural person, individual, corporation, partnership, limited partnership, limited liability company, association, joint venture, joint venturer, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and, as applicable, their/its respective spouses, heirs, executors, administrators, predecessors, successors, representatives, or assignees.
11. "Released Claims" means any and all claims or causes of action, demands, rights, liabilities, suits, debts, obligations and causes of action of every nature and description whatsoever, known or unknown (including Unknown Claims as defined in paragraph 17 hereof), contingent or absolute, mature or unmature, discoverable or undiscoverable, whether concealed or hidden, asserted or that might have been asserted against the Released Parties based upon, arising out of, or related to any of the facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or could have or might have been alleged in or embraced or otherwise referred to or encompassed by the Action, and which arise out of or relate to the exchange of shares of C-Cube for Harmonic shares or the purchase or other acquisition, prior to June 26, 2000, of Harmonic shares, regardless of upon what legal theory based, whether legal or equitable, including without limitation, claims for negligence, gross negligence, fraud, breach of fiduciary duty, breach of the duty of care or loyalty or violations of the common law, administrative rule or regulation, tort, contract, equity, or otherwise or of any state or federal statutes, rules or regulations. Claims that Defendants improperly defended or settled the Action are also Released Claims.
12. "Released Parties" means each and all of the Defendants, Defendants' D&O Insurers, and each and any of Defendants' respective past, present or future directors, officers, employees, partnerships and partners, principals, agents, controlling shareholders, any entity in which any Defendant or any member(s) of that Defendant's immediate family has or have a controlling interest (directly or indirectly), attorneys, accountants, auditors, investment banks and investment bankers, underwriters, advisors, financial advisors, personal or legal representatives, analysts, agents, associates, servants, insurers, co-insurers and reinsurers, predecessors, successors, parents, subsidiaries, divisions, assigns, joint ventures and joint venturers, spouses, heirs, executors, administrators, related or affiliated entities, members of an Individual Defendant's immediate family, and any trust of which any Defendant is the settlor or which is for the benefit of any Individual Defendant or member(s) of his family, and all other Persons.
13. "Settlement" means the terms and conditions set forth in the Stipulation.
14. "Settlement Notice" means the Notice of Pendency and Proposed Settlement of Class Action, dated July 31, 2008.
15. "Settling Parties" means, collectively, each of the Defendants, the Class Representatives, and each of the other Class Members.
16. "Stipulation" means the Stipulation and Agreement of Settlement described in the Settlement Notice.
17. "Unknown Claims" means any Released Claims that Class Representatives or any other Class Member do not know or suspect to exist in their favor at the time of the release of the Released Parties which, if known by them, might have affected their settlement with and release of the Released Parties, or might have affected their decision not to object to this Settlement. With respect to any and all Released Claims against the Released Parties, the Settling Parties stipulate and agree that, upon the Effective Date, the Class Representatives shall expressly waive and relinquish, and the other Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits conferred by §1542 of the California Civil Code, 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**

and by any United States law or any law of any state or territory of the United States, or principle of common law, or of international or foreign law, which is similar, comparable or equivalent to §1542 of the California Civil Code. Class Representatives and the other 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 Released Claims, but the Settling Parties hereby stipulate and agree that upon the Effective Date, the Class Representatives fully, finally, and forever settle and release, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released the Released Parties from 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.

#### VI. REPRESENTATIONS

1. 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.

2. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Harmonic common stock which occurred between May 3, 2000 and June 26, 2000 (June 28, 2000 in the case of sales of Harmonic stock), and the number of shares of C-Cube common stock held by me (us) at the close of trading on May 2, 2000, and the number of shares of Harmonic common stock held by me (us) at the close of trading on June 28, 2000.



**SUBSTITUTE FORM W-9**

**PART I. Request for Taxpayer Identification Number ("TIN") and Certification**

First Name

Grid for entering the first name.

I. Last Name

Grid for entering the last name.

Check appropriate box:

- Individual/Sole Proprietor, IRA, Trust, Corporation, Partnership, Pension Plan, Other (specify)

Enter TIN on the appropriate line.

- For individuals, this is your Social Security Number ("SSN").
- However, for a resident alien, sole proprietor, or disregarded entity, see Part 1 of the enclosed W-9 instructions.
- For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").
- For other entities, it is your EIN.

Social Security Number

Grid for entering Social Security Number.

Employer Identification Number

Grid for entering Employer Identification Number.

**PART II. For Payees Exempt from Backup Withholding**

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line:

**PART III. Certification**

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

- (1) The number shown on this form is my (our) correct TIN; and
(2) I (We) certify that I am (we are) NOT subject to backup withholding under 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 Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out item 2 above.

- (3) I (We) certify that the Representations contained in Section VI of the accompanying Proof of Claim and Release form are correct.

**SEE ENCLOSED FORM W-9 INSTRUCTIONS**

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct. In accordance with the terms defined in Section V of the accompanying Proof of Claim and Release form, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish and discharge all Released Claims and Unknown Claims against all Released Parties. I (We) acknowledge that the foregoing waiver of Unknown Claims, and of the provisions, rights, and benefits of §1542 of the California Civil Code, was bargained for and is a key element of the Settlement of which the release in this paragraph is a part.

Executed this \_\_\_ day of \_\_\_ (Month/Year) in \_\_\_ (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 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.

