



## **II. PROOF OF CLAIM**

By submitting this Proof of Claim, I state that I believe in good faith that: (a) I am a member of the Class as defined in the Notice, or am acting for such person; (b) I have read and understood the contents of the Notice; (c) I am not, and am not acting for, Adelphia, any defendant, any entity in which any defendant has a controlling interest, or the legal representative, heir, successor or assign of Adelphia or any other individual defendant; (d) Neither I, nor any joint owners of the securities at issue, has filed an effective Request for Exclusion seeking to be excluded from both Settlements; (e) I am entitled to receive a share of one or both Settlement Funds; (f) I desire to participate in one or both proposed Settlements described in the Notice; and (g) I have enclosed photocopies of the stockbroker confirmation slips or broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or other documents adequately evidencing each purchase and sale listed below in support of my claimed loss.

## **III. SUPPORTING DOCUMENTS**

**Claimants must enclose copies of confirmation slips, monthly statements and/or other documents (such as tax return schedules) evidencing each purchase, acquisition, sale or holdings reported on this Proof of Claim form. IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES FROM YOUR BROKER. FAILURE TO SUBMIT SUCH DOCUMENTS MAY RESULT IN DISALLOWANCE OF YOUR CLAIM. DO NOT SEND ORIGINALS.**

## **IV. VERIFICATION OF CLAIM(S)**

I understand that the information contained in this Proof of Claim is subject to such verification as the Court may direct and I agree to cooperate in any such verification. I further agree and understand that if the proposed Settlements are approved by the Court and become effective, all claims or matters against the Released Persons described in the Release below, which have been or could have been asserted relating in any way to the subject matter of the litigation, will be released and discharged forever. I further agree to submit to the jurisdiction of the United States District Court for the Southern District of New York.

## **V. RELEASE AND COVENANT NOT TO SUE**

If the Settlements are approved, you, on behalf of yourself, your heirs, executors, administrators, legal representatives, predecessors, successors, parent companies, affiliates, transferees and assigns, and any Persons claiming (now or in the future) through or on behalf of you, will release all "Released Claims," including all "Unknown Claims," against all "Released Persons"

*The following release applies to the Deloitte & Touche Settlement (as more fully set forth in the Deloitte Stipulation).*

"Released Claims" collectively means and includes: (i) any and all claims or causes of action against the Released Persons (including, but not limited to, Unknown Claims as defined below) of every nature and description, whether known or unknown, that are based upon, relate to or arise from or in connection with or related to investments (including, but not limited to, purchases, other acquisitions, sales, other dispositions, exercises and decisions to hold) in Adelphia Securities or in derivative instruments that trade in whole or in part based on the price or value of any Adelphia Securities, regardless of whether such instruments are or have ever been listed on a national securities exchange, that were ever asserted by or that could have been asserted by Lead Plaintiffs or any Member of the Class against Deloitte & Touche or any Released Person in the Class Action; (ii) all claims arising out of or relating directly or indirectly to any disclosures, alleged failures to disclose, omissions, prospectuses, registration statements or other statements made by Adelphia (including, but not limited to, all financial statements issued by Adelphia or any restatement thereof, whether audited or unaudited, and any representations or misrepresentations made by any Released Person concerning Adelphia), that were ever asserted by or that could have been asserted by Lead Plaintiffs or any Member of the Class against Deloitte & Touche or any Released Person in the Class Action; (iii) all claims arising out of or relating directly or indirectly to any services performed or engaged to be performed for Adelphia or any Rigases or Rigas Entity or any work performed or engaged to be performed for Adelphia, any Rigases or Rigas Entity or any borrowing group associated with Adelphia or any Rigas Entity by any Released Person regardless of on whose behalf any such services were purportedly requested or for whose benefit they were performed, that were ever asserted by or that could have been asserted by Lead Plaintiffs or any Member of the Class against Deloitte & Touche or any Released Person in the Class Action; and (iv) all claims that relate directly or indirectly to or that are in any way based upon or arise from, or are in any way connected with, any of the acts, facts, events, circumstances, matters, claims, transactions, occurrences, omissions, representations, misrepresentations or matters of any kind or of any nature referred to or that were ever asserted by or that could have been asserted by Lead Plaintiffs or any Member of the Class against Deloitte & Touche or any Released Person including the claims which were or could have been asserted by Lead Plaintiffs or any Member of the Class in the Class Action. Nothing in this Stipulation shall be construed to limit the right of any Member of the Class to recover from (1) the funds established for victims of the alleged Adelphia fraud pursuant to (a) the April 25, 2005, Settlement between Adelphia, the Rigases, the United States Securities and Exchange Commission ("SEC") and the United States Attorney's Office for the Southern District of New York; and (b) the April 26, 2005, Settlement between Deloitte & Touche and the SEC, and/or (2) the proceeds from any recovery on any claims asserted by Adelphia in the action pending in the Court of Common Pleas, Philadelphia County, Pennsylvania, styled *Adelphia Communications Corp. v. Deloitte & Touche LLP*, No. 000598.

"Released Persons" means Deloitte & Touche LLP, Deloitte & Touche USA LLP, Deloitte Tax LLP, Deloitte Financial Advisory Services LLP, Deloitte Consulting LLP (successor to Deloitte Consulting Holding LLC), Deloitte Consulting (Nevada) LLC, Deloitte Consulting L.P., Deloitte Consulting (US) LLC and Deloitte Consulting (Holding Sub) LLC, Deloitte Touche Tohmatsu ("DTT") and any and all DTT associate and member firms, all their respective, past, present and future parent companies, subsidiaries, affiliates, divisions, related entities, joint ventures, subcontractors, agents, attorneys, insurers, subrogees, co-insurers, reinsurers and servants, all their respective, past, present and future officers, directors, employees, members, partners, principals, shareholders and owners and all their respective heirs, executors, administrators, personal representatives, predecessors, successors, transferees and assigns. However, the term "Released Persons" shall not include any non-settling defendants in the Class Action.

The following release applies to the Banks Settlement (as more fully set forth in the Bank Stipulation):

“Released Claims” means all claims, demands, rights, liabilities, causes of action, suits, matters and issues of every nature and description (including, but not limited to, Unknown Claims), whether under federal, state or other law, asserted by or that could have been asserted by or on behalf of Plaintiffs or any member of the Class, including, but not limited to, in the Class Action against the Bank Released Parties directly or indirectly arising out of or relating to investments (including, but not limited to, purchases, sales, exercises and decisions to hold) in securities issued by Adelphia, and/or in options or derivative instruments (to the extent issued by or on behalf of Adelphia) based in whole or in part on the value of securities issued by Adelphia, including without limitation all claims arising out of or relating to any analyst research reports or other statements made or issued by the Banks concerning Adelphia, any disclosures, registration statements or other statements by Adelphia, or by any of the Banks concerning Adelphia, or any transactions or arrangements among any of the Banks and Adelphia. These releases do not address, and are not intended to release or otherwise affect, any claims asserted on behalf of Adelphia in the Adversary Proceeding.

“Released Persons” means the Banks and any Syndicate Member, their respective present and former parents, subsidiaries, divisions and affiliates, the present and former employees, officers and directors of each of them, the present and former attorneys, accountants, auditors, advisors, trustees, administrators, fiduciaries, consultants, representatives, insurers, and agents of each of them, and the predecessors, heirs, successors and assigns of each (together, the “Bank Releasees”), and any Person or entity which is or was related to or affiliated with any Bank Releasee or in which any Bank Releasee has or had a controlling interest and the present and former employees, officers and directors, attorneys, accountants, auditors, advisors, trustees, administrators, fiduciaries, consultants, representatives, insurers, and agents of each of them (all, with the Bank Releasees, the “Bank Released Parties”). However, the terms “Bank Releasees” and “Bank Released Parties” shall not include any Non-Settling Defendants.

The following definition of “Unknown Claims” applies to both Settlements:

“Unknown Claims” means any Released Claims that any Lead Plaintiff or Class Member does not know of or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it might have affected his, her or its Settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement or not to exclude himself, herself or itself from the Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the 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 and any 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, which provides:

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

The Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each Lead Plaintiff shall expressly, 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 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, reckless, 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.

In the event the Settlements are not finally approved or the Settlements are terminated, all Releases will be null and void.

**VI. 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 NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. If I am signing on behalf of someone else, I hereby certify and warrant that I am authorized to make this Proof of Claim and Release. I hereby certify and warrant that I have not previously sold, transferred, assigned or granted any interest in any of the claims released hereby (as set forth at paragraph V above) to any other person or entity.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the word “NOT” in the Certification above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint-Owner Claimant (if any)

If the claimant is other than an individual, or if the claimant is not the person completing and signing this form, the following must also be provided:

\_\_\_\_\_  
Print Name of Person Signing

\_\_\_\_\_  
Capacity of Person Signing (Executor, President, etc.)

Address of Person Signing

Address:

Address:

City:  State:  Zip Code:  -

-

Area Code Telephone No. (Day)

-

Area Code Telephone No. (Evening)







**CONVERTIBLE NOTES**

A. Claimant(s) owned the following face amount of Adelpia convertible notes as of the close of business on August 13, 1999 (list interest rate and date of maturity):

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B. **ADELPHIA CONVERTIBLE NOTES PURCHASED** during the period from August 16, 1999, through the close of business on June 10, 2002:

Interest Rate Date of Maturity	Total Purchase Price (exclude commissions and fees)	Purchase Price Per Note (exclude commissions and fees)	Number of Notes Purchased	Trade Date(s) of Purchase (List Chronologically) Month / Day / Year
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____

C. **ADELPHIA CONVERTIBLE NOTES SOLD** during the period from August 16, 1999, through the close of business on June 10, 2002:

Interest Rate Date of Maturity	Total Sale Price (exclude commissions and fees)	Selling Price Per Note (exclude commissions and fees)	Number of Notes Sold	Trade Date(s) of Sale (List Chronologically) Month / Day / Year
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____
\$	_____ . ____	\$ _____ . _____	_____	____ - ____ - ____

D. Claimant(s) owned the following face amount of convertible notes of Adelpia as of the close of business on June 10, 2002 (list interest rate and date of maturity):

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**SUBSIDIARY DEBT**

A. Claimant(s) owned the following face amount of Adelphia subsidiary debt as of the close of business on August 13, 1999 (list issuer, interest rate and date of maturity):

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B. **ADELPHIA SUBSIDIARY DEBT PURCHASED** during the period from August 16, 1999, through the close of business on June 10, 2002:

Interest Rate Date of Maturity	Total Purchase Price (exclude commissions and fees)	Selling Price Per Bond (exclude commissions and fees)	Number of Bonds Purchased	Trade Date(s) of Purchase (List Chronologically) Month / Day / Year
\$	□□□□□□□□.□□	\$ □□□□.□□□□□□	□□□□□□□□	□□ - □□ - □□
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C. **ADELPHIA SUBSIDIARY DEBT SOLD** during the period from August 16, 1999, through the close of business on June 10, 2002:

Interest Rate Date of Maturity	Total Sale Price (exclude commissions and fees)	Selling Price Per Bond (exclude commissions and fees)	Number of Bonds Sold	Trade Date(s) of Sale (List Chronologically) Month / Day / Year
\$	□□□□□□□□.□□	\$ □□□□.□□□□□□	□□□□□□□□	□□ - □□ - □□
\$	□□□□□□□□.□□	\$ □□□□.□□□□□□	□□□□□□□□	□□ - □□ - □□
\$	□□□□□□□□.□□	\$ □□□□.□□□□□□	□□□□□□□□	□□ - □□ - □□
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D. Claimant(s) owned the following face amount of subsidiary debt of Adelphia as of the close of business on June 10, 2002 (list issuer, interest and date of maturity):

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**OPTIONS**

Only Call options purchased and Put options sold in the Class Period (August 16, 1999, to June 10, 2002, inclusive) are eligible.

**IF YOU NEED MORE ROOM, USE COPIES OF THIS PAGE OR PAGES IN THE SAME FORMAT AS BELOW. PLEASE FILL IN EACH SECTION, WRITING "NONE" WHERE APPROPRIATE.**

**CALL OPTIONS**

A. Claimant(s) owned the following number of Adelpia CALL OPTIONS on the close of business on August 13, 1999 (specify description and strike price):

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_

B. **ADELPHIA CALL OPTIONS PURCHASED** during the period from August 16, 1999, through the close of business on June 10, 2002:

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

C. **ADELPHIA CALL OPTIONS SOLD** during the period from August 16, 1999, through the close of business on June 10, 2002:

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Claimant(s) owned the following Adelpia Call options as of the close of business on June 10, 2002 (specify description and strike price):

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_

**PUT OPTIONS**

A. Claimant(s) were short the following number of Adelpia PUT OPTIONS on the close of business on August 13, 1999 (specify description and strike price):

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_

B. **ADELPHIA PUT OPTIONS SOLD** during the period from August 16, 1999, through the close of business on June 10, 2002:

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

C. **ADELPHIA PUT OPTIONS COVERED** during the period from August 16, 1999, through the close of business on June 10, 2002:

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_ Purchase Price Per Option: \$ \_\_\_\_\_ Date Purchased: \_\_\_\_/\_\_\_\_/\_\_\_\_

Claimant(s) were short the following Adelpia Put options as of the close of business on June 10, 2002 (specify description and strike price):

Description: \_\_\_\_\_ Strike Price: \$ \_\_\_\_\_

You are urged to make and retain a copy of the Proof of Claim and Release and all documents that you submit.

**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED BY PREPAID FIRST CLASS MAIL POSTMARKED NO LATER THAN MARCH 10, 2007 OR BE OTHERWISE RECEIVED BY THAT DATE BY:**

ADELPHIA CLAIMS  
c/o Valley Forge Administrative Services  
P.O. Box 220  
Villanova, PA 19085-0220

For more information:

Toll Free: 877-965-3300  
Fax: 610-520-0854  
Email: [info@adelphiasettlement.com](mailto:info@adelphiasettlement.com)  
[www.adelphiassettlement.com](http://www.adelphiassettlement.com)

For overnight delivery:

ADELPHIA CLAIMS  
c/o Valley Forge Administrative Services.  
One Aldwyn Center, 3rd Fl.  
Villanova, PA 19085

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

**Reminder Checklist:**

1. Please sign the release and declaration on page 16.
2. Remember to attach supporting documentation.
3. Do not send original or copies of stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgement of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address

ADELPHIA CLAIMS  
c/o Valley Forge Administrative Services  
P.O. Box 220  
Villanova, PA 19085-0220

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