

Must be Postmarked  
No Later Than:  
December 19, 2006

Advanced Marketing Services, Inc. Securities Litigation  
c/o The Garden City Group, Inc.  
Claims Administrator  
P.O. Box 9000 #6443  
Merrick, NY 11566-9000  
Toll Free: 1-866-590-0973



**PROOF OF CLAIM AND RELEASE**

**PART I: CLAIMANT IDENTIFICATION**

Claim Number: \_\_\_\_\_ Control Number: \_\_\_\_\_

**IF THE ABOVE AREA IS BLANK, YOU MUST ENTER  
YOUR FULL NAME AND ADDRESS HERE** →

Please fill in Social Security Number/  
Taxpayer ID Number if box is blank:

Daytime Telephone Number: ( ) -

Evening Telephone Number: ( ) -

Email Address:

**WRITE ANY NAME AND ADDRESS CORRECTIONS  
BELOW OR IF THERE IS NO PREPRINTED DATA TO  
THE LEFT, YOU MUST PROVIDE YOUR FULL NAME  
AND ADDRESS HERE:**

Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_  
State/Country: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Foreign Country: \_\_\_\_\_  
Foreign Province: \_\_\_\_\_

**Identity of Claimant (Check one):**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Retirement Plan          |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Keogh                    |
| <input type="checkbox"/> Corporation  | <input type="checkbox"/> IRA                      |
| <input type="checkbox"/> Joint Owners | <input type="checkbox"/> Other _____<br>(specify) |

For informational purposes only, you must also respond to the following questions:

Claimant was / was not (circle one) an officer, or director of Advanced Marketing Services, Inc., at any time from January 16, 1999 through and including January 13, 2004.

If so, state position(s) held, and dates of employment or affiliation: \_\_\_\_\_

**YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN DECEMBER 19, 2006 TO THE FOLLOWING ADDRESS:**

Advanced Marketing Services, Inc. Securities Litigation  
c/o The Garden City Group, Inc.  
Claims Administrator  
P.O. Box 9000 #6443  
Merrick, NY 11566-9000

YOUR FAILURE TO SUBMIT YOUR CLAIM ONLINE OR VIA FIRST CLASS MAIL POSTMARKED NO LATER THAN DECEMBER 19, 2006 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS LITIGATION. 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.



**PART II: SCHEDULE OF TRANSACTIONS IN ADVANCED MARKETING SERVICES, INC. COMMON STOCK**

Separately list each of your purchases or sales in Advanced Marketing Services, Inc. common stock below. Photocopy this page if more space is needed. **Be sure to include your name and Social Security number or Tax ID number on any additional sheets.** The date of purchase, acquisition or sale is the "trade" or "contract" date, and not the "settlement" or "payment" date.

**A. BEGINNING HOLDINGS:** Number of shares of Advanced Marketing Services, Inc. common stock held at the close of trading on **January 15, 1999**. *(If none, write 0), (Must be documented):*

**B. PURCHASES:** Purchases of Advanced Marketing Services, Inc. common stock made during the period **January 16, 1999** through **January 13, 2004**, inclusive. *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Total Purchase Price (excluding commissions, transfer taxes or other fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

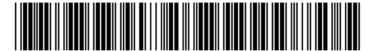
**C. SALES:** Sales of Advanced Marketing Services, Inc. common stock made from **January 16, 1999** through **January 13, 2004**, inclusive. *(Must be documented):*

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Total Sale Price (excluding commissions, transfer taxes or other fees)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**D. UNSOLD HOLDINGS:** Number of shares of Advanced Marketing Services, Inc. common stock held at the close of trading on **January 13, 2004**. *(If none, write 0), (Must be documented):*

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 5.



**YOU MUST READ THE FOLLOWING RELEASE AND SIGN ON PAGE 5.**

## **RELEASE OF CLAIMS**

### **Definitions**

For the purpose of the Proof of Claim and Release, defined terms have the following meanings: (Other defined terms have the meanings given them in the Stipulation of Settlement dated February 17, 2006 (the "Stipulation")).

"AMS" means Advanced Marketing Services, Inc.

"Effective Date" means the date upon which the Judgment has become Final.

"Individual Defendants" means Michael M. Nicita, Edward Leonard, and Charles C. Tillinghast III.

"Judgment" means the judgment to be rendered by the Court.

"Released Persons" means each and all of the Defendants and their respective Related Persons.

"Related Persons" as to Defendants means, as applicable, each of a Defendant's past or present directors, officers, managers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, controlling shareholders, attorneys, accountants or auditors, banks or investment banks, financial advisors, consultants, associates, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any members of their immediate families, any entity in which a Defendant has a controlling interest, or any trust of which any Defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his family.

"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, whether or not concealed or hidden, asserted or that might have been asserted by any Settlement Class Member against the Defendants and Released Persons in connection with the purchase or sale of AMS common stock during the Settlement Class Period based upon, arising out of, or related to the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act which were or could have been alleged in the Complaint. By way of illustration, and not limitation, Released Claims shall include claims, causes of action, demands, rights or liabilities in connection with the purchase and sales of AMS common stock based on, arising out of, in connection with, or relating in any way to:

(i) any of the facts, circumstances, allegations, representations, statements, reports, disclosures, transactions, events, occurrences, acts, omissions or failures to act, of whatever kind or character, irrespective of the state of mind of the actor performing or omitting to perform the same, that have been or could have been alleged or asserted in the Litigation;

(ii) any matter, cause or thing whatsoever, including, but not limited to, any action, omission or failure to act of whatever kind or character, irrespective of the state of mind of the actor performing or omitting to perform the same, arising out of or relating to the adequacy, accuracy or completeness, of any disclosure or statement made in any filings, proxy statements, prospectuses, reports, press releases, statements, representations, analyst reports or announcements concerning AMS's operations, subsidiaries, services, sales, income, costs, financial condition or prospects or in any filing with the Securities and Exchange Commission or any other federal or state governmental agency or regulatory board (collectively referred to as "public statements"), or in the preparation or dissemination of, or failure to disseminate, any such public statements, at any time during or concerning January 16, 1999, through and including January 13, 2004; or

(iii) any of the facts, circumstances, representations, statements, reports, disclosures, transactions, events, occurrences, acts or omissions of whatever kind or character, regardless of the state of mind of the actor performing or omitting to perform the same, encompassed by subparagraphs (i) and (ii) above, that have been or could have been alleged, or made the subject of any claim or action in the Litigation.

Notwithstanding the foregoing "Released Claims," nothing herein shall release the claims asserted in the following actions: *Dubbert, derivatively on behalf of nominal defendants Advanced Marketing Services, Inc. v. Bartlett, et al.*, Case No. 05-CV-706 H (RBB) (S.D. Cal.); *In re Advanced Marketing Services, Inc. Derivative Litigation*, Case No. GIC 824845 (consolidated action)(San Diego Sup. Ct.)

"Unknown Claims" means any Released Claims that 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 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 Settlement Class. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall have, and each of the Settlement 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.

Upon the Effective Date, the Lead Plaintiff shall have, 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. The Lead Plaintiff and Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiff shall have, 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 without regard to the subsequent discovery or existence of such different or additional facts.

### **The Release**

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, ***including Class Members who are parties to any other actions, arbitrations, or other proceedings against the Released Persons that are pending on the Effective Date***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, settled and discharged all Released Claims against each and every one of the Released Persons, including such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member; provided, however, that nothing in the Judgment shall bar any action or claim to enforce the terms of the Stipulation with Defendants or the Judgment.

### **SIGNATURE AND CERTIFICATIONS**

By signing and submitting this Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

1. that the Claimant is a Class Member, as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim and Release;
3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
4. that I (we) have not filed a Request for Exclusion from the Class and that I (we) do not know of any Request for Exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in the subject Securities;
5. that I (we) own(ed) the subject Securities identified in the Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant desires to participate in the Settlement described in the Notice and agrees to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the Southern District of California for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim and Release;
9. that I (we) agree to furnish such additional information with respect to this Proof of Claim and Release as the parties or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release; and
11. that 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.

**NOTE:** If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.



I declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim and Release are true and correct and that the documents submitted herewith are true and genuine.

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

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Print Name of Joint Claimant

\_\_\_\_\_  
Date

***If Claimant is other than an individual, or is not the person completing this form,  
the following also must be provided:***

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Print Name of Person Completing Form

\_\_\_\_\_  
Date

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



**ACCURATE CLAIMS PROCESSING TAKES TIME.  
THANK YOU FOR YOUR PATIENCE**

**REMINDER CHECKLIST**

1. Please sign the Proof of Claim and Release on page 5.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents. These must include documentation of: (a) all opening and closing balances, as set forth in the specific sections of the Proof of Claim form; and (b) all purchases and sales of the subject Securities during the Class Period from January 16, 1999 through and including January 13, 2004, as set forth in the specific sections of the Proof of Claim form.
4. If you move, please send us your new address.
5. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
6. Keep a copy of your Proof of Claim and Release and all documentation submitted for your records.
7. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 30 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 30 days, please call the Claims Administrator toll free at 1 (866) 590-0973.
8. **Do not use highlighter on the Proof of Claim and Release form or supporting documentation.**

**THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN  
DECEMBER 19, 2006 AND MUST BE MAILED TO:**

Advanced Marketing Services, Inc. Securities Litigation  
c/o The Garden City Group, Inc.  
Claims Administrator  
P.O. Box 9000 #6443  
Merrick, NY 11566-9000