

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

December 24, 2005

Date of Report (Date of earliest event reported)

SONUS NETWORKS, INC.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

000-30229
(Commission File Number)

04-3387074
(IRS Employer
Identification No.)

250 APOLLO DRIVE, CHELMSFORD, MASSACHUSETTS 01824
(Address of Principal Executive Offices) (Zip Code)

(978) 614-8100
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

Effective January 10, 2005, Ellen Richstone commenced employment as Chief Financial Officer of Sonus Networks, Inc. (the "Company"). A copy of the press release dated January 10, 2005 announcing the appointment of Ms. Richstone is attached as Exhibit 99.1 hereto and incorporated herein by reference.

Pursuant to a written employment agreement entered into as of December 23, 2004, a copy of which is attached as Exhibit 10.1 hereto and incorporated herein by reference, Ms. Richstone will receive annual base compensation of \$260,000. She is eligible for an "on target bonus" of 60% of her annual base salary subject to the achievement of specific objectives. For the first year of her employment, \$40,000 of her bonus is guaranteed. Ms. Richstone will receive an option to purchase 600,000 shares of the Company's common stock at an exercise price of \$5.49 per share, which represents the closing price of the Company's common stock on the NASDAQ National Market on January 10, 2005, with 25% of the number of options vesting on the first anniversary of her commencement date and the remaining 75% vesting in equal monthly increments through the fourth anniversary of the commencement date. Ms. Richstone is an employee-at-will. The agreement also provides for full acceleration of any unvested shares under the option grant in the event of termination other than for cause following certain change in control events.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Effective January 10, 2005, Ellen Richstone commenced employment as Chief Financial Officer of the Company. Ms. Richstone will serve as the Company's principal financial officer and as an executive officer reporting under Section 16(a) of the Securities Exchange Act of 1934.

Ms. Richstone served as president and chief executive officer of Entrepreneurial Resources Group, a professional services firm that provides operational and financial services, from December 2002 until January 2005. Prior to serving in that role, Ms. Richstone served as Senior Vice President, Finance & Administration and Chief Financial Officer of Brooks Automation, Inc., a worldwide manufacturer of automation hardware and software for the

semiconductor industry from 1998 to November 2002. She serves on the board of directors of American Power Conversion Corp. (Nasdaq: APCC). Ms. Richstone is 53 years old.

Exhibits 10.1 and 99.1 and the disclosure in Item 1.01 of this Current Report on Form 8-K are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

10.1 Employment Agreement between Sonus Networks, Inc. and Ellen Richstone dated December 23, 2004.

99.1 Press release of Sonus Networks, Inc. dated January 10, 2005 announcing appointment of Chief Financial Officer.

2

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 11, 2005

SONUS NETWORKS, INC.

By:

/s/ Albert A. Notini

Albert A. Notini

President and Chief Operating Officer

3

EXHIBIT INDEX

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99.1 Press release of Sonus Networks, Inc. dated January 10, 2005 announcing appointment of Chief Financial Officer.

4

Sonus Networks, Inc.

250 Apollo Drive, Chelmsford, MA 01824

December 23, 2004,

Ellen B. Richstone
67 Bullard Road
Weston, MA 02493

Dear Ellen:

I am pleased to provide you with the terms and conditions of our offer of employment to you by Sonus Networks, Inc. (the "Company").

1. **Position.** Your position will be Chief Financial Officer, reporting to the President and COO. In addition to all Financial Accounting and Investor Relations matters, you will also have responsibility at your Start Date for the Company's Human Resources and Information Systems organizations. As the Company's organization evolves, the Human Resources/Information Systems departments may report to someone else, and you may be assigned other Executive duties and responsibilities as the Company may determine.

As a full-time employee of the Company, you will be expected to devote your full business time and energies to the business and affairs of the Company, however, you may serve as the member of the Board of Directors of up to two other companies provided that neither competes with the Company and provided that your service does not impair your ability to meet your commitments as a Chief Financial Officer of the Company.

2. **Starting Date/Nature of Relationship.** It is expected that your employment will start on or before January 10, 2005. No provision of this letter shall be construed to create an express or implied employment contract for a specific period of time. Employment at Sonus Networks, Inc. is considered "at will" and either you or the Company may terminate the employment relationship at any time and for any reason, subject to the provisions of paragraph 7 below.

3. **Compensation.**

- (a) Your initial salary will be at the rate of \$10,833.34 paid twice monthly, annualized at \$260,000.16. You will be eligible to participate in the Officer Bonus Program for 2005 with a non-discretionary target of 60% of annual base salary (your "On Target Bonus"). For the first year of employment \$40,000 of your \$156,000 On Target Bonus will be guaranteed and paid when bonuses for 2005 are paid in the ordinary course. Specific objectives will be agreed upon within the first ninety days of your employment.
- (b) You will be granted an option to purchase 600,000 shares of common stock under the Company's Incentive Stock Plan, subject to the terms of the Plan and approval of the Stock Option Committee. The options shall vest and become exercisable (i) with respect to 25% of the Shares on the first anniversary of the date that Optionee's employment with the Company commences (Start Date) and, (ii) with respect to the remaining 75% of the Shares, equal increments of 2.0833% of the Shares shall vest monthly thereafter through the fourth anniversary of the date of employment.

4. **Employment Eligibility.** In compliance with the Immigration Reform and Control Act of 1986, you are required to establish your identity and employment eligibility. Therefore, on your first day of employment you will be required to fill out an Employment Verification Form and present documents in accordance with this form.

5. **Benefits.** You will be entitled as an employee of the Company to receive such benefits as are generally provided its employees in accordance with Company policy as in effect from time to time. Company benefits include group health, life and dental insurance, and liberal holidays, vacation and 401K programs. All employees begin accruing three (3) weeks of vacation upon date of hire. The Company is committed to providing a healthy work environment for every employee. Therefore, we provide a smoke free environment and require all employees to comply.

The Company retains the right to change, add or cease any particular benefit.

6. **Confidentiality.** The Company considers the protection of its confidential information and proprietary materials to be very important. Therefore, as a condition of your employment, you and the Company will become parties to a Non-competition and Confidentiality Agreement. Two copies of this agreement are sent with this offer letter. Both copies must be signed and returned to the Company prior to the first day of employment.

7. **Termination.** The following provisions shall apply in the event that your employment with the Company is terminated.

- (a) In the event that your employment with the Company is terminated by the Company for any reason other than for cause, (i) you will receive 12 months salary continuation payments at your then annual base salary for the 12 month period following the termination of your employment; (ii) within the first year of your employment, you will receive one (1) year vesting (25%) of your New Hire Grant; and (iii) you will have 12 months from the date of termination to exercise your outstanding vested shares.
- (b) In the event of an Acquisition (as defined below), any of the options in the New Hire Grant, which are not then vested or exercisable, shall immediately become 100% vested and exercisable, subject to your serving through the Transition Period if requested. In addition to the above, in the event following an Acquisition (as defined below) your employment with the Company is terminated by the Company for any reason other than for cause, 100% of all unvested options in the New Hire Grant shall immediately become vested and exercisable, subject to your serving through the Transition Period if requested. After the closing of the Acquisition, if requested by the Company's Board or the Acquirer, you agree to remain employed by the Company or the Acquirer for a six-month transition period "the Transition Period" provided a senior executive position is offered to you on at least a transitional basis.

“Acquisition” means any (i) merger or consolidation which results in the voting securities of the Company outstanding immediately prior thereto representing immediately thereafter less than a majority of the combined, voting securities of the Company or Acquirer outstanding immediately after such merger or consolidation, (ii) sale of all or substantially all of the assets or operating businesses of the Company or (iii) sale of outstanding shares of capital stock of the Company, in a single transaction or series of related transactions, representing at least 70% of the voting power of the voting securities of the Company.

8. General.

(a) This letter will constitute our entire agreement as to your employment by the Company and will supersede any prior agreements or understandings, whether in writing or oral.

(b) This letter shall be governed by the law of the Commonwealth of Massachusetts.

(c) Sonus Networks is an equal opportunity employer.

You may accept this offer of employment and the terms and conditions thereof by confirming your acceptance in writing by December 27, 2004. Please send your letter to the company, or via e-mail bnotini@sonusnet.com which execution will evidence your agreement with the terms and conditions set forth herein and therein. We are enthusiastic about you joining us, and believe that our technical and business goals will provide every opportunity for you to achieve your personal and professional objectives.

Ellen, on a more personal note, Hassan and I are looking forward to your joining the team to help us take Sonus to the next level.

Very truly yours,

/s/ Bert Notini

Bert Notini
President and COO

Accepted by:

/s/ Ellen B. Richstone

12/24/04

Ellen Richstone

Date

FOR IMMEDIATE RELEASE

For more information, please contact:

Investor Relations:
Jocelyn Philbrook
978-614-8672
jphilbrook@sonusnet.com

Media Relations:
Laureen McGowan
617-275-6515
lmcgowan@greenoughcom.com

SONUS NETWORKS APPOINTS CHIEF FINANCIAL OFFICER

CHELMSFORD, Mass., January 10, 2005 – Sonus Networks (Nasdaq: SONS), a leading supplier of service provider voice over IP (VoIP) infrastructure solutions, today announced that Ellen Richstone has joined Sonus as its chief financial officer (CFO), reporting to Sonus' president and chief operating officer (COO), Bert Notini. In this role, Richstone will lead the global financial and administrative functions of the company, including finance, investor relations, human resources and information technology.

"We are very pleased to welcome Ellen to Sonus," said Bert Notini, president and COO, Sonus Networks. "Ellen's extensive track record in building successful financial organizations and experience in the high technology industry makes her an ideal addition to Sonus' executive management team."

With more than 28 years of experience, Richstone is a senior executive with strong financial and executive leadership and an extensive background within the technology industry. Most recently, she was the president and chief executive officer of Entrepreneurial Resources Group, a global professional services firm that provides operational and financial solutions to companies worldwide. Prior to Entrepreneurial Resources Group, Richstone served as the CFO of Brooks Automation during the period when the company's revenue grew rapidly to a \$700 million annual run rate. She has also served as the CFO of several other technology corporations, including

— more —

Augat, Inc., Rohr Aerospace, and Honeywell Bull. Additionally, Richstone has held executive positions with Data General Corporation, and Polaroid Corporation. She is also currently a member of the Audit Committee of American Power Conversion's Board of Directors, as the financial expert.

"Ellen's proven skills in structuring global strategies and financial planning will be extremely valuable as Sonus continues to scale for the worldwide markets," said Hassan Ahmed, chairman and CEO, Sonus Networks. "Her appointment is another important step in the expansion and strengthening of our executive management. With the considerable talent Sonus added to its team during the last year, Sonus is well positioned to extend its leadership in 2005."

"I am excited to be joining the Sonus team. Sonus is recognized as a leader in the rapidly growing VoIP market and is well positioned to continue to build its market momentum with an expanding customer base, industry leading technologies and a strong balance sheet," commented Richstone. "I look forward to driving the company's financial and administrative operations to the next level."

Richstone holds a bachelor's degree from Scripps College, and a master's degree of international affairs and a master's degree of law and diplomacy with a specialty in international business law from the Fletcher School of Law and Diplomacy at Tufts University. She also holds an advanced professional certificate in finance from the New York University's Stern School of Business.

About Sonus Networks

Sonus Networks, Inc. is a leading provider of voice over IP (VoIP) infrastructure solutions for wireline and wireless service providers. With its Open Services Architecture (OSA), Sonus delivers end-to-end solutions addressing a full range of carrier applications, including trunking and tandem switching, residential and business access, network border switching and enhanced services. Sonus' voice infrastructure solutions, including media gateways, softswitches and network management systems, are deployed in service provider networks worldwide. Sonus, founded in 1997, is headquartered in Chelmsford, Massachusetts. Additional information on Sonus is available at <http://www.sonusnet.com>.

2

This release may contain forward-looking statements regarding future events that involve risks and uncertainties. Readers are cautioned that these forward-looking statements are only predictions and may differ materially from actual future events or results. Readers are referred to the "Risk Factors" section of Sonus' Annual Report on Form 10-K/A dated July 28, 2004 and filed with the SEC, and the "Cautionary Statements" section of Sonus' Quarterly Report on Form 10-Q, dated November 9, 2004 and filed with the SEC, which identify important risk factors that could cause actual results to differ from those contained in the forward-looking statements. In addition, any forward-looking statements represent Sonus' views only as of today and should not be relied upon as representing Sonus' views as of any subsequent date. While Sonus may elect to update forward-looking statements at some point, Sonus specifically disclaims any obligation to do so.

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3