



would also assert that throughout the Class Period, the uncertainties and risks associated with Focus Media's business and financial condition were fully and adequately disclosed.

Plaintiffs' Counsel have not received any payment for their services in conducting this Action on behalf of Lead Plaintiff and the members of the Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, Lead Counsel will apply to the Court for attorneys' fees not to exceed 30% of the settlement proceeds plus expenses not to exceed \$50,000, plus interest on such amounts, all of which shall be paid from the Settlement Fund. If the amounts requested by counsel are approved by the Court, the average cost per share would be approximately \$0.01.

This Notice is not an expression of any opinion by the Court about the merits of any of the claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed Settlement.

For further information regarding this Settlement you may contact: Samuel H. Rudman, Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747, (631) 367-7100. Please do not call any representative of the Defendants or the Court.

## **I. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

A hearing (the "Final Approval Hearing") will be held on March 30, 2012, at 12:00 p.m., before the Honorable Laura Taylor Swain, United States District Judge, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007. The purpose of the Final Approval Hearing will be to determine: (1) whether the Settlement consisting of Two Million United States Dollars (USD \$2,000,000.00) in cash plus accrued interest on the Settlement Fund should be approved as fair, reasonable, and adequate to the Class; (2) whether the proposed plan to distribute the settlement proceeds (the "Plan of Distribution") is fair, reasonable, and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved; and (4) whether the Action should be dismissed with prejudice. The Court may adjourn or continue the Final Approval Hearing without further notice to the Class.

## **II. DEFINITIONS USED IN THIS NOTICE**

1. "Authorized Claimant" means any member of the Class who submits a timely and valid Proof of Claim and Release form and whose claim for recovery has been allowed pursuant to the terms of the Settlement Agreement.

2. "Claims Administrator" means the firm of Gilardi & Co. LLC.

3. "Class" means all Persons who purchased or acquired Focus Media's ADS or Focus Media's ADR during the Class Period. Excluded from the Class are:

(a) Persons or entities who submit valid and timely requests for exclusion from the Class; and

(b) Defendants, members of the immediate family of any such Defendant, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had a controlling interest during the Class Period, the officers and directors of any Defendant during the Class Period, and legal representatives, agents, executors, heirs, successors or assigns of any such excluded Person.

4. "Class Member" means a Person who falls within the definition of the Class as set forth above.

5. "Class Period" means the period September 27, 2007 through November 19, 2007, inclusive, and includes, without limitation, Focus Media's November 2007 secondary public offering.

6. "Defendants" means Focus Media, Jason Nanchun Jiang, Zhi Tan, Daniel Mingdong Wu, Donald J. Puglisi, David Feng Yu, Credit Suisse, Citigroup, and Merrill Lynch.

7. "Effective Date" means the first date by which all of the events and conditions specified in ¶8.1 of the Settlement Agreement have been met and have occurred.

8. "Escrow Agent" means Robbins Geller Rudman & Dowd LLP or its successor(s).

9. "Final" means when the last of the following with respect to the Judgment approving the Settlement, in the form of Exhibit B attached to the Settlement Agreement, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, the determination of that motion or appeal in such a manner as to permit the consummation of the Settlement, in accordance with the terms and conditions of the Settlement Agreement. For purposes of this paragraph, an "appeal" shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement, but shall not include any appeal which concerns only the issue of attorneys' fees and expenses or any Plan of Distribution of the Settlement Fund.

10. "Individual Defendants" means Jason Nanchun Jiang, Zhi Tan, Daniel Mingdong Wu, Donald J. Puglisi, and David Feng Yu.

11. "Judgment" means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, in the form attached as Exhibit B to the Settlement Agreement.

12. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747.

13. "Lead Plaintiff" means Iron Workers Local No. 25 Pension Fund.

14. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, or assignees.

15. "Plaintiffs' Counsel" means any counsel who filed a complaint in the Action or any action that has been consolidated into the Action.

16. "Plan of Distribution," as further defined in §VII of this Notice, means a plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses, and interest, and other expenses as may be awarded by the Court. Any Plan of Distribution is not part of the Settlement Agreement and the Released Persons shall have no responsibility or liability with respect thereto.

17. "Released Claims" means all claims, whether known or unknown (including, but not limited to, "Unknown Claims"), that were asserted or could have been asserted in this Action by Lead Plaintiff or members of the Class, directly, derivatively, or in any other capacity, against the Released Persons under federal, state, or any other law, including, without limitation, all claims arising out of, or relating to, in whole or in part, (i) the claims or facts and circumstances asserted in this Action, and (ii) the purchase or acquisition of Focus Media's ADS or ADR during the Class Period by Class Members.

18. "Released Persons" means each and all of the Defendants and each and all of their present or former parents, subsidiaries, affiliates (as defined in 17 C.F.R. §210.1-02(b)), successors and assigns, and each and all of the present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

19. "Settlement Fund" means Two Million United States Dollars (USD \$2,000,000.00) in cash to be paid by means of check(s), money order(s), or wire transfer(s) to the Escrow Agent pursuant to ¶3.1 of the Settlement Agreement, together with all interest and income earned thereon.

20. "Settling Parties" means, collectively, Defendants and Lead Plaintiff on behalf of itself and the Class Members.

21. The "Settlement Agreement" means the Settlement Agreement between the Settling Parties executed on September 26, 2011.

22. "Unknown Claims" means any Released Claims which Lead Plaintiff or any 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. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law 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 Plaintiff shall expressly and each of the 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 Plaintiff and 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 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 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 that 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 Plaintiff acknowledges, and the 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.

### **III. THE LITIGATION**

On November 27, 2007, Eastriver Partners, Inc. filed a class action complaint against Focus Media, Credit Suisse, Citigroup, and Merrill Lynch in the Court alleging violations of federal securities laws. Another shareholder, Scott Bauer, filed a related lawsuit on December 14, 2007. On April 24, 2008, Judge Swain consolidated these two actions and appointed Iron Workers Local No. 25 Pension Fund as Lead Plaintiff and Robbins Geller Rudman & Dowd LLP as lead counsel ("Lead Counsel"). Lead Plaintiff filed a consolidated amended complaint (the "Amended Complaint") on June 23, 2008.

On September 5, 2008, Defendants moved to dismiss the Amended Complaint. Briefing on Defendants' motion to dismiss concluded on December 5, 2008. On March 29, 2010, Judge Swain granted Defendants' motion to dismiss in its entirety and denied Lead Plaintiff's request to re-plead. Final judgment was entered on March 30, 2010, and Lead Plaintiff filed its notice of appeal to the Court of Appeals for the Second Circuit on April 29, 2010. This appeal is currently pending before the Second Circuit, but a briefing schedule for the appeal has not been set.

### **IV. CLAIMS OF THE LEAD PLAINTIFF AND BENEFITS OF SETTLEMENT**

Lead Plaintiff and Lead Counsel believe that the claims asserted in the Action have merit. However, Lead Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through appeal and, assuming that Lead Plaintiff is successful on appeal, through remand, discovery, and trial. Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, as well as the risks posed by the difficulties and delays inherent in such litigation. Lead Plaintiff and Lead Counsel also are aware of the defenses to the securities law violations asserted in the Action. Lead Plaintiff and Lead Counsel believe that the Settlement set forth in the Settlement Agreement confers substantial benefits upon the Class in light of the circumstances here. Based on their evaluation, Lead Plaintiff and Lead Counsel have determined that the Settlement set forth in the Settlement Agreement is in the best interests of Lead Plaintiff and the Class.

### **V. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

Defendants have denied and continue to deny that they have violated the federal securities laws or any laws. Defendants accordingly have denied and continue to deny specifically each and all of the claims and contentions alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made any material misstatements or omissions; that any member of the Class has suffered damages; that the price of Focus Media's securities was artificially inflated by reason of the alleged misrepresentations, omissions, or otherwise; that the members of the Class were harmed by the conduct alleged in the Action; or that Defendants knew or were reckless with respect to the alleged misconduct. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action. Moreover, Defendants note that in the March 29, 2010 order and opinion dismissing Lead Plaintiff's Amended Complaint with prejudice, Judge Swain held that the Amended Complaint failed to allege any actionable misstatement or omission.

Nonetheless, taking into account the uncertainty, risks, and costs inherent in any litigation, especially in complex cases, Defendants have concluded that further conduct of the Action could be protracted and distracting. Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement.

### **VI. TERMS OF THE PROPOSED SETTLEMENT**

The sum of Two Million United States Dollars (USD \$2,000,000.00) has been transferred to an interest-bearing escrow account under the control of the Escrow Agent. This principal amount of USD \$2,000,000.00 in cash, plus any accrued interest, shall constitute the Settlement Fund. A portion of the settlement proceeds will be used for certain administrative expenses, including costs of printing and mailing this Notice, the cost of publishing a newspaper notice, payment of any taxes assessed against the Settlement Fund, and costs associated with the processing of claims submitted. In addition, as explained below, a portion of the Settlement Fund may be awarded by the Court to Lead Counsel as attorneys' fees and for expenses incurred in litigating the case. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed according to the Plan of Distribution described below to Class Members who submit valid and timely Proofs of Claim and Release.

### **VII. PLAN OF DISTRIBUTION**

The Net Settlement Fund will be distributed to Class Members who submit valid, timely Proofs of Claim and Release forms ("Authorized Claimants") under the Plan of Distribution described below. The Plan of Distribution provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have a net loss on all transactions in Focus Media ADS or ADR during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Distribution, Lead Counsel has consulted with its damage consultant. The Plan of Distribution does not reflect an assessment of the damages that could have been recovered at trial or Lead Counsel's assessment of the likelihood of establishing liability during the Class Period.

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

**Section 11 Claims for the November 2007 Secondary Public Offering**

Initial Public Offering Price:	\$64.75 per ADS
Closing Price on the date the lawsuit was filed <sup>1</sup> :	\$50.53 per ADS

---

For ADSs or ADRs of Focus Media ***purchased or acquired pursuant to, and traceable to, Focus Media's offering prospectus dated November 6, 2007***, and

- 1) sold prior to November 27, 2007, the claim per ADS or ADR is the lesser of (i) the purchase price per ADS or ADR less the sales price per ADS or ADR, or (ii) \$64.75 less the sales price per ADS or ADR.
- 2) retained at the end of November 26, 2007, or, sold on or after November 27, 2007, the claim per ADS or ADR is the lesser of (i) the purchase price per ADS or ADR less the sales price per ADS or ADR, or (ii) \$64.75 less \$50.53.

**Section 10(b) Claims**

---

Class Period: September 27, 2007 – November 19, 2007

The allocation below is based on the following price decline as well as the statutory PSLRA 90-day look-back amount of \$52.41:

November 20, 2007 Price Decline: \$5.15

For ADSs or ADRs of Focus Media ***purchased or acquired, on or between September 27, 2007 through November 19, 2007***, the claim per ADS or ADR shall be as follows:

- a) If sold prior to November 20, 2007, the claim per ADS or ADR is \$0.00.
- b) If retained at the end of November 19, 2007, and sold before February 15, 2008, the claim per ADS or ADR shall be the lesser of (i) \$5.15 (November 20, 2007 Price Decline), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per ADS or ADR and the average closing price per ADS or ADR up to the date of sale as set forth in the table below.
- c) If retained, or sold, on or after February 15, 2008, the claim per ADS or ADR shall be the lesser of (i) \$5.15 (November 20, 2007 Price Decline), or (ii) the difference between the purchase price per ADS or ADR and \$52.41 per ADS or ADR.

---

<sup>1</sup> Class Action Complaint filed on November 27, 2007.

Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price
20-Nov-07	\$52.00	\$52.00	3-Jan-08	\$58.98	\$55.43
21-Nov-07	\$50.35	\$51.18	4-Jan-08	\$55.71	\$55.44
23-Nov-07	\$50.35	\$50.90	7-Jan-08	\$56.14	\$55.46
26-Nov-07	\$51.85	\$51.14	8-Jan-08	\$56.21	\$55.49
27-Nov-07	\$50.53	\$51.02	9-Jan-08	\$56.13	\$55.50
28-Nov-07	\$52.88	\$51.33	10-Jan-08	\$55.24	\$55.50
29-Nov-07	\$54.40	\$51.77	11-Jan-08	\$54.95	\$55.48
30-Nov-07	\$56.44	\$52.35	14-Jan-08	\$55.44	\$55.48
3-Dec-07	\$53.67	\$52.50	15-Jan-08	\$51.68	\$55.38
4-Dec-07	\$52.46	\$52.49	16-Jan-08	\$48.91	\$55.21
5-Dec-07	\$55.20	\$52.74	17-Jan-08	\$45.57	\$54.97
6-Dec-07	\$55.65	\$52.98	18-Jan-08	\$47.82	\$54.80
7-Dec-07	\$54.96	\$53.13	22-Jan-08	\$45.99	\$54.59
10-Dec-07	\$57.00	\$53.41	23-Jan-08	\$47.32	\$54.42
11-Dec-07	\$54.86	\$53.51	24-Jan-08	\$50.40	\$54.33
12-Dec-07	\$57.48	\$53.76	25-Jan-08	\$48.79	\$54.21
13-Dec-07	\$56.50	\$53.92	28-Jan-08	\$48.75	\$54.09
14-Dec-07	\$57.80	\$54.13	29-Jan-08	\$45.05	\$53.90
17-Dec-07	\$54.70	\$54.16	30-Jan-08	\$45.52	\$53.72
18-Dec-07	\$56.39	\$54.27	31-Jan-08	\$48.05	\$53.60
19-Dec-07	\$57.00	\$54.40	1-Feb-08	\$49.87	\$53.53
20-Dec-07	\$57.28	\$54.53	4-Feb-08	\$50.41	\$53.47
21-Dec-07	\$57.75	\$54.67	5-Feb-08	\$45.30	\$53.31
24-Dec-07	\$58.96	\$54.85	6-Feb-08	\$44.92	\$53.15
26-Dec-07	\$58.87	\$55.01	7-Feb-08	\$45.39	\$53.01
27-Dec-07	\$57.88	\$55.12	8-Feb-08	\$45.99	\$52.88
28-Dec-07	\$56.84	\$55.19	11-Feb-08	\$46.54	\$52.77
31-Dec-07	\$56.81	\$55.25	12-Feb-08	\$47.36	\$52.67
2-Jan-08	\$57.13	\$55.31	13-Feb-08	\$48.22	\$52.60
			14-Feb-08	\$47.17	\$52.51
			15-Feb-08	\$46.58	\$52.41

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date. The determination of the price paid per share and the price received per security, shall be exclusive of all commissions, taxes, fees, and charges.

For Class Members who made multiple purchases, acquisitions, or sales during the Class Period, the first-in, first-out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of shares during the Class Period will be matched, in chronological order, first against shares held at the beginning of the Class Period. The remaining sales of shares during the Class Period will then be matched, in chronological order, against shares purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if such Class Member had a net loss, after all profits from transactions in Focus Media ADS or ADR during the Class Period are subtracted from all losses.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

#### VIII. ORDER CERTIFYING A CLASS FOR PURPOSES OF SETTLEMENT

On December 16, 2011, the Court preliminarily certified a class. The Class is defined above.

#### IX. PARTICIPATION IN THE CLASS

If you fall within the definition of the Class, you are a Class Member unless you elect to be excluded from the Class pursuant to this Notice. If you do not request to be excluded from the Class, you will be bound by any judgment entered with respect to the Settlement in the litigation against Defendants whether or not you file a Proof of Claim and Release.

***If you are a Class Member, you need do nothing (other than timely file a Proof of Claim and Release if you wish to participate in the distribution of the Net Settlement Fund). Your interests will be represented by Lead Counsel.*** If you choose, you may enter an appearance individually or through your own counsel at your own expense.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM AND RELEASE THAT ACCOMPANIES THIS NOTICE. The Proof of Claim and Release must be postmarked on or before April 5, 2012, and be delivered to the Claims Administrator at the address below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim and Release, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Settlement Agreement and the Judgment.

**X. EXCLUSION FROM THE CLASS**

You may request to be excluded from the Class. To do so, you must mail a written request stating that you wish to be excluded from the Class to:

*In re Focus Media Holding Limited Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 990  
Corte Madera, CA 94976-0990

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases, acquisitions, and sales of Focus Media ADS or ADR made during the Class Period, including the dates of each purchase, acquisition or sale, and the number of shares purchased, acquired or sold. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE MARCH 16, 2012. If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement Agreement or the Judgment.

**XI. DISMISSAL AND RELEASES**

If the proposed Settlement is approved, the Court will enter a final Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Defendants as provided in the Settlement Agreement.

The Judgment will provide that all Class Members who have not previously validly and timely requested to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Class have such claims) against all Released Persons as provided in the Settlement Agreement.

**XII. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

At the Final Approval Hearing, Lead Counsel will request the Court to award attorneys' fees not to exceed 30% of the Settlement Fund, plus expenses not to exceed \$50,000, which were advanced in connection with the Action, plus interest on both amounts. Class Members are not personally liable for any such fees, expenses, or compensation.

To date, Lead Counsel has not received any payment for its services in conducting this Action on behalf of Lead Plaintiff and the members of the Class, nor has counsel been reimbursed for its out-of-pocket expenses. The fee requested by Lead Counsel would compensate counsel for its efforts in achieving the Settlement Fund for the benefit of the Class, and for its risk in undertaking this representation on a contingency basis. The fee requested is within the range of fees awarded to plaintiffs' counsel under similar circumstances in litigation of this type.

**XIII. CONDITIONS FOR SETTLEMENT**

The Settlement is conditioned upon the occurrence of certain events described in the Settlement Agreement. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Settlement Agreement; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the conditions described in the Settlement Agreement is not met, the Settlement Agreement might be terminated and, if terminated, will become null and void, and the Settling Parties to the Settlement Agreement will be restored to their respective positions as of February 28, 2011.

**XIV. THE RIGHT TO BE HEARD AT THE FINAL APPROVAL HEARING**

Any Class Member who has not validly and timely requested to be excluded from the Class, and who objects to any aspect of the Settlement, the Plan of Distribution, or the application for attorneys' fees and expenses may appear and be heard at the Final Approval Hearing. Any such Person must submit and serve a written notice of objection, to be received on or before March 16, 2012, by each of the following:

*Clerk of the Court*  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
DANIEL PATRICK MOYNIHAN  
UNITED STATES COURTHOUSE  
500 Pearl Street  
New York, NY 10007

*Counsel for Lead Plaintiff*  
Ellen Gusikoff Stewart  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

*Counsel for Defendants Focus Media, Jason Nanchun Jiang, Zhi  
Tan, Daniel Mingdong Wu, and Donald J. Puglisi*

Bruce D. Angiolillo  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, NY 10017

*Counsel for Defendants Credit Suisse, Citigroup, and Merrill Lynch*

Adam S. Hakki  
Herbert S. Washer  
SHEARMAN & STERLING LLP  
599 Lexington Avenue  
New York, NY 10022

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of shares of Focus Media ADS or ADR purchased, acquired, and sold during the Class Period, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Final Approval Hearing, unless the Court orders otherwise.

#### **XV. SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold or held any Focus Media ADS or ADR during the Class Period as nominee for a beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*In re Focus Media Holding Limited Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 990  
Corte Madera, CA 94976-0990

If you choose to mail the Notice and Proof of Claim and Release yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and Proof of Claim and Release and which would not have been incurred but for the obligation to forward the Notice and Proof of Claim and Release, upon submission of appropriate documentation to the Claims Administrator.

#### **XVI. EXAMINATION OF PAPERS**

This Notice is a summary and does not describe all of the details of the Settlement Agreement. For full details of the matters discussed in this Notice, you may review the Settlement Agreement filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007.

If you have any questions about the Settlement of the Action, you may contact a representative of Lead Counsel: Samuel H. Rudman, Robbins Geller Rudman & Dowd LLP, 58 South Service Road, Suite 200, Melville, NY 11747, (631) 367-7100.

**PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

DATED: December 16, 2011

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK