

applicable law and, had the Litigation gone to trial, Defendants would have asserted that any losses of Class Members were caused by non-actionable market, industry, or general economic factors. Defendants also would have asserted that throughout the Class Period the uncertainties and risks associated with the purchase of Wyeth common stock were fully and adequately disclosed. The proposed settlement provides an immediate benefit to Class Members and will avoid the years of delay that would likely occur in the event of a contested trial and appeals.

IV. STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT

Plaintiff's counsel ("Class Counsel") has not received any payment for their services in conducting this Litigation on behalf of Plaintiff and the Members of the Class, nor have they been paid for their expenses. If the settlement is approved by the Court, Class Counsel will apply to the Court for attorneys' fees of 24.5% of the Settlement Fund and expenses not to exceed \$650,000, plus interest thereon, to be paid from the Settlement Fund. Class Counsel has prosecuted the Litigation for over five years and has committed over 4,000 hours to the case. If the requested fee is awarded, it will represent a multiplier of approximately four times Class Counsel's time charges at their normal, non-contingent hourly rates. Courts award such multipliers to account for, among other things, the substantial risk of non-payment and the delay in compensation. Class Counsel believes this multiplier is significantly below multipliers awarded in cases of similar risk, duration, and complexity. If the amount requested is approved by the Court, the average cost per share of Wyeth common stock will be \$0.04. In addition, Plaintiff may seek reimbursement of up to \$20,000 in expenses incurred in representing the Class.

V. IDENTIFICATION OF ATTORNEYS' REPRESENTATIVES

For further information regarding this settlement, you may contact a representative of Class Counsel: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900.

VI. NOTICE OF HEARING ON PROPOSED SETTLEMENT

The Settlement Hearing will be held on March 1, 2013, at 2:30 p.m., before the Honorable Richard J. Sullivan, at the United States District Court, Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 21C, New York, New York 10007. The purpose of the Settlement Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Stipulation, consisting of \$67,500,000 in cash should be approved as fair, reasonable, and adequate to the Members of the Class; (2) whether the proposed plan to distribute the settlement proceeds is fair, reasonable, and adequate; (3) whether the application by Class Counsel for an award of attorneys' fees and expenses and the expenses of Plaintiff should be approved; and (4) whether the Judgment, in the form attached to the Stipulation, should be entered. The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class.

VII. DEFINITIONS USED IN THIS NOTICE

As used in this Notice, the following terms have the meanings specified below. Any capitalized terms not specifically defined in this Notice shall have the meanings set forth in the Stipulation. In the event of any inconsistency between any definition set forth below or elsewhere in this Notice and any definition set forth in the Stipulation, the definition set forth in the Stipulation shall control.

1. "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of the Stipulation.
2. "Claims Administrator" means the firm of Gilardi & Co. LLC.
3. "Class" means all Persons (other than those Persons and entities who timely and validly requested exclusion from the Class) who purchased or otherwise acquired the common stock of Wyeth during the period from June 26, 2006 through July 24, 2007, inclusive, excluding Defendants, the officers and directors of Wyeth during the Class Period, members of their immediate families, and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest.
4. "Class Counsel" means Robbins Geller Rudman & Dowd LLP, Tor Gronborg, Trig Smith, Laurie Largent, 655 W. Broadway, Suite 1900, San Diego, CA 92101.
5. "Class Member" or "Member of the Class" mean a Person who falls within the definition of the Class as set forth in paragraph 3 above.
6. "Class Period" means the period commencing on June 26, 2006 through and including July 24, 2007.
7. "Defendants" means Wyeth, Robert Essner, Joseph Mahady, Kenneth Martin, Bernard Poussot, Robert Ruffolo, Jr. and Ginger Constantine.
8. "Individual Defendants" means Robert Essner, Joseph Mahady, Kenneth Martin, Bernard Poussot, Robert Ruffolo, Jr. and Ginger Constantine.
9. "Judgment" means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court.
10. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, Tor Gronborg, Trig Smith, Laurie Largent, 655 W. Broadway, Suite 1900, San Diego, CA 92101.
11. "Litigation" means Civil Action No. 1:07-cv-10329-RJS in the United States District Court for the Southern District of New York.
12. "Net Settlement Fund" means the Settlement Fund less any attorneys' fees, costs, expenses and interest, and any award to Plaintiff, provided for herein or approved by the Court, and less notice and administration costs, Taxes and Tax Expenses, and other Court-approved deductions.
13. "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 their spouses, heirs, predecessors, successors, representatives, or assignees.
14. "Plaintiff" means Pipefitters Union Local 537 Pension Fund.

15. "Plan of Allocation" means a plan or formula of allocation of the 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, as well as Plaintiff's expenses, if any, as may be awarded by the Court. Any Plan of Allocation is not part of the Stipulation and neither Defendants nor their Related Parties shall have any responsibility or liability with respect thereto.

16. "Related Parties" means each of a Defendant's families, parent entities, business units, business divisions, associates, affiliates or subsidiaries and each and all of their past, present, or future officers, directors, stockholders, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, insurers, engineers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, and each of their respective predecessors, successors and assigns or other Persons or other entities in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and any other representatives of any of these Persons or other entities, whether or not any such Related Parties were named, served with process or appeared in the Litigation.

17. "Released Claims" shall collectively mean any and all claims arising from both the purchase or other acquisition of Wyeth common stock during the Class Period and the acts, facts, statements or omissions that were or could have been alleged by Plaintiff in the Litigation (the "Release"), including any and all claims, demands, losses, rights, causes of action, liabilities, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, that have been or could have been asserted in the Litigation or in any court, tribunal, forum or proceeding (including, but not limited to, any claims arising under federal, state or foreign law, common law statute, rule or regulation relating to alleged fraud, breach of any duty, negligence, violations of the federal securities laws, or otherwise and including all claims within the exclusive jurisdiction of the federal courts), whether individual or class. This Release extends to any and/or all Defendants and any and/or all of their Related Parties. "Released Claims" includes "Unknown Claims" as defined below.

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

19. "Settlement Amount" means \$67,500,000 in cash.

20. "Settlement Fund" means the Settlement Amount plus all interest and accretions thereto.

21. "Settling Parties" means, collectively, the Defendants, Plaintiff and the Class.

22. "Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding ad valorem, stamp, transfer, value added or gains taxes; license registration and documentation fees; and customs duties, tariffs, and similar charges.

23. "Unknown Claims" means any Released Claims that Plaintiff or Class Members do 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, Plaintiff 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, 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.

Plaintiff expressly waives 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. Plaintiff and Class Members may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly settle and release 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. 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.

VIII. THE LITIGATION

On November 14, 2007, the City of Livonia Employees' Retirement System filed a class action lawsuit on behalf of Wyeth shareholders against Defendants alleging violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act"). By an order dated February 26, 2008, the Court appointed the Pipefitters Union Local 537 Pension Fund "Lead Plaintiff" pursuant to the requirements of the Private Securities Litigation Reform Act of 1995. Thereafter, on April 11, 2008, Plaintiff filed its Consolidated Complaint for Violations of the Federal Securities Laws. As set forth in the Consolidated Complaint, between June 26, 2006 and July 24, 2007 (the "Class Period") Defendants are alleged to have issued misleading statements and omitted material facts regarding the safety and approvability of the drug Pristiq for the treatment of vasomotor symptoms ("VMS"). Plaintiff alleges that Defendants' omissions and misrepresentations caused Wyeth's stock to trade at artificially inflated prices during the Class Period and that Plaintiff and Members of the Class were damaged as a result.

Defendants deny all these allegations. Specifically, Defendants contend that they disclosed all material information about the safety and approvability of Pristiq for VMS. Defendants also contend that when the information regarding the safety of Pristiq for

VMS was disclosed, Wyeth's share price was not affected, and that Plaintiff cannot claim damages for losses caused by intervening events related to FDA decisions regarding the approval of Pristiq for VMS.

On September 29, 2010, the Court granted in part and denied in part Defendants' motion to dismiss. Thereafter, on December 3, 2010, Defendants filed an answer denying all material allegations of Plaintiff's Consolidated Complaint and asserting their defenses. Defendants filed an Amended Answer on December 22, 2010, again denying all material allegations. On September 18, 2012, the Court entered an order certifying the Class defined as: all purchasers and/or acquirers of Wyeth common stock during the period June 26, 2006 through July 24, 2007, inclusive, who were damaged as a result of the alleged fraud. On October 2, 2012, Defendants filed a petition to the United States Court of Appeals for the Second Circuit seeking leave to appeal the Court's Order granting class certification. Prior to and following the Court's Order on class certification, the parties were involved in merits discovery, including the production of documents and witness depositions. The fact discovery cutoff in the case was December 28, 2012.

During the Litigation, the Settling Parties engaged the services of Judge Layn Phillips (Ret.), a nationally recognized mediator. The parties engaged in an in-person mediation session on May 16, 2012 with Judge Phillips and had numerous telephonic exchanges thereafter regarding a potential settlement of the Litigation. Ultimately, the parties agreed to settle the action based on the proposal of Judge Phillips.

IX. PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT

Plaintiff believes that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. However, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Litigation. Plaintiff and Class Counsel believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiff and Class Counsel have determined that the settlement set forth in the Stipulation is in the best interests of Plaintiff and the Class.

X. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiff in the Litigation. Defendants expressly have denied and continue to deny any improper conduct or violation of the federal securities laws or any other laws or regulations and are settling the Litigation solely to avoid the burden and expense of further litigation. In addition, Defendants have denied and continue to deny 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 Litigation. Defendants also have denied and continue to deny, among other allegations, the allegations that Plaintiff or the Class have suffered any damage; that the price of Wyeth common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise; that Plaintiff or the Class were harmed by the conduct alleged in the Litigation; or that Defendants knew or were reckless with respect to the alleged misconduct. Defendants maintain that they have meritorious defenses to all claims alleged in the Litigation and believe that the evidence developed to date supports their position that they acted properly at all times and that the Litigation is without merit.

Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendants have concluded that further conduct of the Litigation would be protracted, burdensome and expensive, and that it is desirable that the Litigation be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in the Stipulation.

This Notice, and all related documents, shall not be construed as or deemed to be evidence of or an admission or concession on the part of the Defendants, or any of the Related Parties (as defined herein), with respect to any allegation or claim of any fault or liability or wrongdoing or damage whatsoever.

XI. TERMS OF THE PROPOSED SETTLEMENT

A settlement has been reached in the Litigation between the Settling Parties, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.gilardi.com, for a full statement of its provisions.

The settlement consists of the aggregate principal amount of \$67,500,000 in cash, plus any interest earned thereon after it is deposited.

A portion of the settlement proceeds will be used to pay attorneys' fees and expenses to Class Counsel and Plaintiff's expenses, to pay for this Notice and the processing of claims submitted by Class Members, and to pay Taxes and Tax Expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed, according to the Plan of Allocation described below, to Class Members who submit valid and timely Proof of Claim forms.

The effectiveness of the settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

XII. THE RIGHTS OF CLASS MEMBERS

If you are a Class Member, you may receive the benefit of, and you will be bound by the terms of, the proposed settlement described in this Notice, upon approval of the proposed settlement by the Court.

If you are a Class Member, you have the following options:

1. You may file a Proof of Claim form as described below. If you choose this option, you will share in the proceeds of the proposed settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed settlement is finally approved by the Court, you will be bound by the Judgment and release to be entered by the Court as described below.

2. If you purchased or otherwise acquired Wyeth common stock and you do not wish to be included in the Class and you do not wish to participate in the proposed settlement described in this Notice, you may request to be excluded. To do so, you

must submit a written request for exclusion that must be postmarked on or before January 28, 2013. You must set forth: (a) your name, address, and telephone number; (b) the number of shares of Wyeth common stock purchased or otherwise acquired and sold during the Class Period and the dates of such purchase(s), acquisition(s), and/or sale(s); (c) proper evidence of your purchases, acquisitions and sales of Wyeth shares during the Class Period; and (d) your wish to be excluded from the Class. The exclusion request should be addressed as follows:

Wyeth Securities Litigation
EXCLUSIONS
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN ANY SUCH REQUEST.

If you timely and validly request exclusion from the Class: (a) you are excluded from the Class, (b) you will not share in the proceeds of the settlement described herein, (c) you are not bound by any judgment entered in the Litigation, and (d) you are not precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Litigation.

3. If you do not make a valid and timely request in writing to be excluded from the Class, you will be bound by any and all determinations or judgments in the Litigation in connection with the settlement approved by the Court, whether favorable or unfavorable to the Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons, whether or not you submit a valid Proof of Claim form.

4. You may do nothing at all. If you choose this option, you will not share in the proceeds of the settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons.

5. You may object to the settlement, the Plan of Allocation, and/or the application for attorneys' fees and expenses and Plaintiff's expenses in the manner described in Section XVIII below.

6. If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before January 28, 2013, and must serve copies of such appearance on the attorneys listed in Section XVIII below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Class Counsel: Robbins Geller Rudman & Dowd LLP, Tor Gronborg, Trig Smith, Laurie Largent, 655 West Broadway, Suite 1900, San Diego, CA 92101.

XIII. PLAN OF ALLOCATION

The Net Settlement Fund will be distributed to Class Members who, in accordance with the terms of the Stipulation, are entitled to a distribution from the Net Settlement Fund pursuant to a Plan of Allocation or any order of the Court and who submit a valid and timely Proof of Claim form under the Plan of Allocation described below. The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in Wyeth common stock during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Class Counsel has conferred with their economics and damages expert who concluded that only the Wyeth securities described below were damaged by the matters alleged by the Plaintiff in this Litigation, and the Plan of Allocation reflects an assessment of the damages that they believe could have been recovered by Class Members had Plaintiff fully prevailed on all issues at trial.

In the unlikely event 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, and as is more likely, 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.

A claim will be calculated as follows:

The allocation below is based on the following per share decline in the alleged artificial inflation that Plaintiff contends was in the Wyeth stock price, as well as the statutory Private Securities Litigation Reform Act of 1995 ("PSLRA") "90-day look-back":

July 24, 2007 Price Decline: \$4.98

For shares of Wyeth common stock purchased or otherwise acquired on or between June 26, 2006 and July 24, 2007, the claim per share shall be as follows:

(a) If sold on or before July 23, 2007, the claim per share is zero;

(b) If sold between July 24, 2007 and October 19, 2007, the claim per share shall be the least of: (i) \$4.98 (July 24, 2007 Price Decline), or (ii) the difference between the purchase price and the selling price, or (iii) the difference between the purchase price per share and the average closing price per share up to the date of the sale as set forth in the table below; and

(c) If sold after October 19, 2007 or still retained, the claim per share shall be the lesser of: (i) \$4.98 (July 24, 2007 Price Decline), or (ii) the difference between the purchase price per share and \$46.73 per share.

PSLRA 90-DAY LOOK-BACK TABLE

| Date | Daily Closing Prices | Average Closing Prices | Date | Daily Closing Prices | Average Closing Prices |
|-----------|----------------------|------------------------|------------|----------------------|------------------------|
| 7/24/2007 | \$50.30 | \$50.30 | 9/6/2007 | \$47.54 | \$47.51 |
| 7/25/2007 | \$49.61 | \$49.96 | 9/7/2007 | \$45.72 | \$47.45 |
| 7/26/2007 | \$48.82 | \$49.58 | 9/10/2007 | \$46.30 | \$47.42 |
| 7/27/2007 | \$48.41 | \$49.29 | 9/11/2007 | \$46.29 | \$47.39 |
| 7/30/2007 | \$48.56 | \$49.14 | 9/12/2007 | \$45.90 | \$47.35 |
| 7/31/2007 | \$48.52 | \$49.04 | 9/13/2007 | \$46.68 | \$47.33 |
| 8/1/2007 | \$49.28 | \$49.07 | 9/14/2007 | \$46.34 | \$47.30 |
| 8/2/2007 | \$49.07 | \$49.07 | 9/17/2007 | \$45.65 | \$47.26 |
| 8/3/2007 | \$48.45 | \$49.00 | 9/18/2007 | \$45.70 | \$47.22 |
| 8/6/2007 | \$49.33 | \$49.04 | 9/19/2007 | \$45.82 | \$47.19 |
| 8/7/2007 | \$49.34 | \$49.06 | 9/20/2007 | \$44.92 | \$47.13 |
| 8/8/2007 | \$50.55 | \$49.19 | 9/21/2007 | \$45.21 | \$47.09 |
| 8/9/2007 | \$49.58 | \$49.22 | 9/24/2007 | \$44.68 | \$47.03 |
| 8/10/2007 | \$46.59 | \$49.03 | 9/25/2007 | \$44.53 | \$46.98 |
| 8/13/2007 | \$46.45 | \$48.86 | 9/26/2007 | \$44.70 | \$46.93 |
| 8/14/2007 | \$44.96 | \$48.61 | 9/27/2007 | \$44.79 | \$46.88 |
| 8/15/2007 | \$45.54 | \$48.43 | 9/28/2007 | \$44.55 | \$46.83 |
| 8/16/2007 | \$45.78 | \$48.29 | 10/1/2007 | \$45.43 | \$46.80 |
| 8/17/2007 | \$45.33 | \$48.13 | 10/2/2007 | \$45.26 | \$46.77 |
| 8/20/2007 | \$45.18 | \$47.98 | 10/3/2007 | \$46.23 | \$46.76 |
| 8/21/2007 | \$45.57 | \$47.87 | 10/4/2007 | \$46.59 | \$46.76 |
| 8/22/2007 | \$46.49 | \$47.81 | 10/5/2007 | \$47.69 | \$46.78 |
| 8/23/2007 | \$46.61 | \$47.75 | 10/8/2007 | \$46.93 | \$46.78 |
| 8/24/2007 | \$46.97 | \$47.72 | 10/9/2007 | \$47.10 | \$46.79 |
| 8/27/2007 | \$47.03 | \$47.69 | 10/10/2007 | \$46.16 | \$46.78 |
| 8/28/2007 | \$46.56 | \$47.65 | 10/11/2007 | \$45.78 | \$46.76 |
| 8/29/2007 | \$47.08 | \$47.63 | 10/12/2007 | \$45.90 | \$46.74 |
| 8/30/2007 | \$46.54 | \$47.59 | 10/15/2007 | \$45.99 | \$46.73 |
| 8/31/2007 | \$46.30 | \$47.54 | 10/16/2007 | \$45.96 | \$46.72 |
| 9/4/2007 | \$46.95 | \$47.53 | 10/17/2007 | \$46.35 | \$46.71 |
| 9/5/2007 | \$46.94 | \$47.51 | 10/18/2007 | \$47.76 | \$46.73 |
| | | | 10/19/2007 | \$47.16 | \$46.73 |

The date of purchase or acquisition or sale is the “contract” or “trade” date as distinguished from the “settlement” date.

For Class Members who held Wyeth common stock at the beginning of the Class Period or made multiple purchases 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 Wyeth common stock during the Class Period will be matched, in chronological order, first against Wyeth common stock held at the beginning of the Class Period. The remaining sales of Wyeth common stock during the Class Period will then be matched, in chronological order, against Wyeth common stock purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all Wyeth common stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of a security that have been matched against the same type security held at the beginning of the Class Period will not be used in the calculation of such net loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

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

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against the Plaintiff, Plaintiff’s counsel, any claims administrator, or other Person designated by Plaintiff’s counsel, or Defendants or Defendants’ counsel based on distributions made substantially in accordance with the Stipulation and the settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid and timely Proof of Claim form shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

XIV. PARTICIPATION IN THE SETTLEMENT

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF CLAIM FORM THAT ACCOMPANIES THIS NOTICE. The Proof of Claim form must be postmarked on or before March 7, 2013, and delivered to the Claims Administrator at the address set forth in Section XIX below. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim form, 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 Stipulation and the Judgment.

XV. DISMISSAL AND RELEASES

If the proposed settlement is approved, the Court will enter the Judgment. In addition, upon the Effective Date, Plaintiff and each of the Class Members, for themselves and for each of their respective officers, directors, shareholders, employees, agents, spouses, subsidiaries, heirs at law, successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether Plaintiff or any Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim form, any distribution from the Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, shall have covenanted not to sue the Released Persons with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against the Released Persons except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto.

XVI. APPLICATION FOR FEES AND EXPENSES

At the Settlement Hearing, Class Counsel will request the Court to award attorneys' fees of 24.5% of the Settlement Fund, plus expenses not to exceed \$650,000 plus interest thereon. In addition, Plaintiff may seek reimbursement of up to \$20,000 in expenses it incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, Class Counsel has not received any payment for their services in conducting this Litigation on behalf of Plaintiff and the Class, nor have counsel been paid their expenses. The fee requested will compensate Class Counsel for their efforts in achieving the Settlement Fund for the benefit of the Class, and for their risk in undertaking this representation on a wholly contingent basis. The requested fee represents an approximate multiplier of four of Class Counsel's non-contingent hourly charges. Class Counsel believes that the fee requested is well within the range of fees awarded to plaintiffs' counsel under similar circumstances in other litigation of this type. The fee to be requested has been approved by Plaintiff.

XVII. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from the Judgment or to move to alter or amend the Judgment, or the determination of any such appeal or motion in a manner to permit the consummation of the settlement substantially as provided for in the Stipulation. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of November 1, 2012. In that event, the settlement will not proceed and no payments will be made to Class Members.

XVIII. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member who objects to any aspect of the settlement, the Plan of Allocation, or the application for attorneys' fees and expenses and Plaintiff's expenses,¹ may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, such that it is **received** on or before January 28, 2013, by each of the following:

To the Court:

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

To Class Counsel:

ROBBINS GELLER RUDMAN
& DOWD LLP
TOR GRONBORG
LAURIE LARGENT
655 West Broadway, Suite 1900
San Diego, CA 92101

To Counsel for Defendants:

SIMPSON THACHER & BARTLETT LLP
LYNN K. NEUNER
GEORGE S. WANG
425 Lexington Avenue
New York, NY 10017-3954

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

¹ The pleadings in support of these matters will be filed with the Court no later than January 10, 2013.

XIX. SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

Nominees who purchased or otherwise acquired the common stock of Wyeth for the beneficial interest of other Persons during the Class Period shall, within ten (10) calendar days after receipt of this Notice, provide the Claims Administrator with the names and addresses of such beneficial owners, or (2) forward a copy of this Notice and the Proof of Claim form by First-Class Mail to each such beneficial owner and, provide Class Counsel with written confirmation that the Notice and Proof of Claim form have been so forwarded. Upon submission of appropriate documentation, Class Counsel will reimburse your reasonable costs and expenses of complying with this provision out of the Settlement Fund. Additional copies of this Notice may be obtained from the Claims Administrator by writing to:

Wyeth Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990
1-877-282-3419

XX. EXAMINATION OF PAPERS

This Notice contains only a summary of the terms of the proposed settlement and does not describe all of the details of the Stipulation. For a more detailed statement of the matters involved in the Litigation, reference is made to the pleadings, to the Stipulation, and to other papers filed in the Litigation, which may be inspected 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, NY 10007. In addition, certain settlement-related documents including the Stipulation of Settlement may be viewed at www.gilardi.com.

If you have any questions about the settlement of the Litigation, you may contact Class Counsel by writing to:

ROBBINS GELLER RUDMAN & DOWD LLP
TOR GRONBORG
655 West Broadway, Suite 1900
San Diego, CA 92101

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: NOVEMBER 14, 2012

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