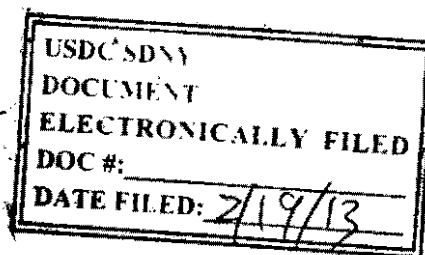


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

	X	MARY K. JONES, Individually and on Behalf of All Others Similarly Situated,	Civil Action No. 1:10-cv-03864-AKH
	:		ECF CASE
Plaintiff	:		CLASS ACTION
vs.	:		STIPULATION CONCERNING
PFIZER INC., et al.,	:		DISMISSAL OF KAREN KATEN,
Defendants.	:		DAVID L. SHEDLARZ, J. PATRICK
	:		KELLY AND JOSEPH M. FECZKO
	:		WITHOUT PREJUDICE AND TOLLING
	X		AGREEMENT



This Stipulation is entered into by Lead Plaintiff Stichting Philips Pensioenfonds and Plaintiff Mary K. Jones ("Plaintiffs") and defendants Karen Katen, David L. Shedlarz, J. Patrick Kelly and Joseph M. Feczko (the "Dismissed Defendants"), by and through their undersigned attorneys.

1. WHEREAS, Plaintiffs have commenced a securities class action captioned *Jones v. Pfizer Inc., et al.*, No. 1:10-cv-03864-AKH (S.D.N.Y.) for violations of the Securities Exchange Act of 1934, on behalf of themselves and all others similarly situated against defendants Pfizer Inc., Jeffrey B. Kindler, Henry A. McKinnell, Frank D'Amelio, David L. Shedlarz, Alan G. Levin, Ian C. Read, J. Patrick Kelly, Joseph Feczko, Karen Katen and Allen Waxman (hereafter, "Litigation").

2. WHEREAS, the First Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws filed on April 15, 2011 in the Litigation asserts claims against, among other defendants, the Dismissed Defendants.

3. WHEREAS, the Dismissed Defendants have requested that Plaintiffs voluntarily dismiss them from the Litigation, without prejudice and without costs, and agree to toll any applicable statute of limitations and repose periods while Plaintiffs prosecute the Litigation against the other seven defendants.

4. NOW, THEREFORE, Plaintiffs and the Dismissed Defendants agree:

(a) This Stipulation is effective as of the date of this Stipulation and shall terminate 30 days after the delivery of a written notice of termination in accordance with ¶4(i) below. Such written notice of termination shall be sent no earlier than 30 days after entry of an order that terminates the Litigation and all time for appeals of said order against the last of the other defendants remaining in the Litigation;

(b) Commencing as of January 17, 2013, the Dismissed Defendants agree to toll any applicable statute of limitations and repose periods, or other time-based defense (including, but not limited to, laches and estoppel) until the earlier of: (i) Plaintiffs' commencement of a separate action against the Dismissed Defendants; or (ii) the termination of this Stipulation in accordance with ¶4(a);

(c) Except as otherwise specifically set forth in this Stipulation, neither Plaintiffs nor the Dismissed Defendants waive, dismiss, release or otherwise lose any available claim or defense (including any time-based defense) available as of January 17, 2013, by entering into this Stipulation;

(d) Nothing in this Stipulation shall revive any claim or defense that has been extinguished or expired as of January 17, 2013;

(e) As a condition of the effectiveness of this Stipulation, Plaintiffs agree to file a notice of voluntary dismissal with the United States District Court for the Southern District of New York by no later than February 12, 2013, dismissing the Dismissed Defendants from the Litigation without prejudice and without costs;

(f) The Dismissed Defendants agree to preserve and maintain all documents, writings and recordings (as those terms are defined in the Federal Rules of Civil Procedure and the Federal Rules of Evidence) that they would be obligated to preserve as of the date of January 17, 2013, were they not to be dismissed as parties to the Litigation;

(g) In addition, the Dismissed Defendants consent to the service of subpoenas seeking the production of documents and appearance for deposition by delivery of such subpoena(s) to their undersigned counsel in any manner permitted by Fed. R. Civ. P. 5. The parties hereto agree that any discovery disputes between Plaintiffs and the Dismissed Defendants will be resolved by the

United States District Court for the Southern District of New York, and the Dismissed Defendants consent to the jurisdiction of the Court solely for purposes of discovery in the Litigation. The parties acknowledge, however, that the Dismissed Defendants reserve all rights and objections to the appropriateness of said subpoenas, including, but not limited to, whether the testimony and/or documents sought fall within the scope of discovery pursuant to the Federal Rules of Civil Procedure;

(h) The Dismissed Defendants agree to appear at any trial held in this Litigation as if they were a party to the Litigation;

(i) Notices required or permitted by this Stipulation shall be deemed sufficient if submitted by overnight mail, electronic mail or in person as follows:

Notices to Lead Plaintiffs or Plaintiffs' Counsel:

Henry Rosen
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-3301
Attention: Henry Rosen
henryr@rgrdlaw.com

Notices to the Dismissed Defendants' Counsel:

Steven M. Farina
WILLIAMS & CONNOLLY LLP
725 Twelfth Street, N.W.
Washington, D.C. 20005-5901
Attention: Steven M. Farina
sfarina@wc.com

(j) Neither the execution of this Stipulation nor anything contained herein is intended to be, or shall be deemed to be, an admission of liability to anyone or an admission of the existence of facts upon which liability could be based, and this Stipulation shall not be offered or received into evidence in any proceeding, except as necessary to enforce the terms of this Stipulation;

(k) This Stipulation will be binding to the successors and assigns of each party to this Stipulation;

(l) In entering into this Stipulation, the parties represent that they have each been represented by counsel of their choice in the negotiation and drafting of this Stipulation, or have had the opportunity for such representation. Accordingly, this Stipulation shall not be strictly construed against either party on the ground that the rules for the construction of contracts require resolution of any ambiguity against the party drafting the document;

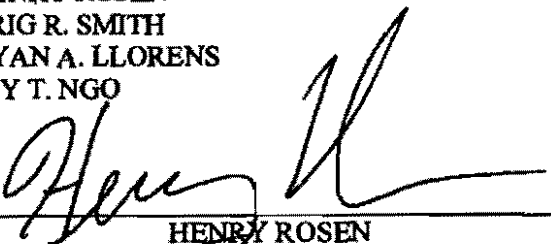
(m) This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

(n) This Stipulation shall be construed and enforced according to the laws of the State of New York; and

(o) This Stipulation may be modified only in a writing signed by the parties to the modification.

DATED: February 12, 2013

ROBBINS GELLER RUDMAN
& DOWD LLP
HENRY ROSEN
TRIG R. SMITH
RYAN A. LLORENS
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Lead Counsel for Plaintiffs

DATED: February 12, 2013

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AMANDA M. MACDONALD




STEVEN M. FARINA

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202/434-5029 (fax)

Attorneys for Defendants

SO ORDERED:



U.S.D.J.
2/19/13

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