

**SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING**

In re IMMUNEX CORP. SHAREHOLDER LITIGATION) Case No. 01-2-35458-2-SEA
)
This Document Relates To:)
)
ALL ACTIONS.)
_____)

NOTICE OF SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS WHO OWNED IMMUNEX CORPORATION ("IMMUNEX") COMMON STOCK FROM DECEMBER 16, 2001 TO JULY 15, 2002

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION.

This Notice has been sent to you pursuant to an order of the King County Superior Court (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class action litigation and of the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the settlement. This Notice describes the rights you may have in connection with the settlement and what steps you may take in relation to the settlement and this class action litigation.

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 Litigation or the fairness or adequacy of the proposed settlement.

I. THE LITIGATION

On December 17, 2001, Immunex and Amgen Inc. ("Amgen") issued a joint press release announcing that they had entered into an Agreement and Plan of Merger dated as of December 16, 2001, by and among Immunex, Amgen, and AMS Acquisition Inc., a wholly-owned subsidiary of Amgen. The parties subsequently entered into an Amended and Restated Agreement and Plan of Merger dated as of December 16, 2001 (the "Merger Agreement"), which was subsequently amended by that certain First Amendment to Amended and Restated Agreement and Plan of Merger dated as of July 15, 2002. On May 16, 2002, the Merger Agreement was adopted by the holders of Immunex common stock, and the issuance of Amgen common stock pursuant to the Merger Agreement was approved by the holders of Amgen common stock. Following an agreement in principle to settle this Litigation and upon satisfaction of certain conditions set forth in the Merger Agreement, Immunex merged with and into AMS Acquisition Inc. on July 15, 2002 (the "Merger"). At the effective time of the Merger, each outstanding share of Immunex common stock, other than shares held by Amgen and AMS Acquisition Inc., was converted into the right to receive 0.44 of a share of Amgen common stock and \$4.50 in cash.

On December 14, 2001, December 18, 2001, and December 20, 2001, plaintiffs David Osher, Adele Brody and Edwin Weiner filed three purported class action lawsuits in King County Superior Court of Washington, captioned (1) David Osher, on behalf of himself and all others similarly situated v. Immunex Corporation, Edward V. Fritzky, Kirby L. Cramer, Robert J. Herbold, John E. Lyons, Joseph M. Mahady, Edith W. Martin, Peggy V. Phillips, Lawrence V. Stein, Douglas E. Williams, and American Home Products Corp. (the "*Osher* Suit"); (2) Adele Brody, on behalf of herself and all others similarly situated v. Immunex Corporation, Edward V. Fritzky and Jane Doe Fritzky and the marital community composed thereof, Peggy V. Phillips and John Doe Phillips and the marital community composed thereof, Douglas E. Williams and Jane Doe Williams and the marital community composed thereof, Kirby L. Cramer and Jane Doe Cramer and the marital community composed thereof, Robert J. Herbold and Jane Doe Herbold and the marital community composed thereof, John E. Lyons and Jane Doe Lyons and the marital community composed thereof, Joseph M. Mahady and Jane Doe Mahady and the marital community composed thereof, Edith W. Martin and John Doe Martin and the marital community composed thereof, Lawrence V. Stein and Jane Doe Stein and the marital community composed thereof, and American Home Products Corp.; and (3) Edwin Weiner, on behalf of himself and all others similarly situated v. Immunex Corporation, Edward V. Fritzky and Jane Doe Fritzky and the marital community composed thereof, Peggy V. Phillips and John Doe Phillips and the marital community composed thereof, Douglas E. Williams and Jane Doe Williams and the marital community composed thereof, Kirby L. Cramer and Jane Doe Cramer and the marital community composed thereof, Robert J. Herbold and Jane Doe Herbold and the marital community composed thereof, John E. Lyons and Jane Doe Lyons and the marital community composed thereof, Joseph M. Mahady and Jane Doe Mahady and the marital community composed thereof, Edith W. Martin and John Doe Martin and the marital community composed thereof, Lawrence V. Stein and Jane Doe Stein and the marital community composed thereof, and American Home Products Corp. The defendants in these cases (collectively, the "Litigation") currently include (1) Immunex, (2) Immunex directors Edward V. Fritzky, Peggy V. Phillips, Douglas E. Williams, Kirby L. Cramer, Robert J. Herbold, John E. Lyons, Joseph M. Mahady, Edith W. Martin, Lawrence V. Stein and their respective spouses and marital communities, (3) American Home Products Corp. (now known as Wyeth), and (4) Amgen (collectively, the "Defendants"). Together, the three complaints allege that Defendants breached, or aided and abetted others who breached, fiduciary

duties owed to Immunex and its shareholders. The complaints sought an order enjoining the Merger or, if the transaction was consummated, an order rescinding the Merger and granting rescissionary damages, and awarding attorneys' fees and costs.

On and continuing after January 10, 2002, Representative Plaintiffs served discovery requests.

On March 22, 2002, Amgen filed Amendment No. 1 to its Registration Statement on Form S-4, which contained a joint proxy statement/prospectus relating to, among other things, Immunex's proposal to approve the Merger Agreement and Amgen's proposal to approve the issuance of Amgen common stock pursuant to the Merger Agreement (the "Proxy Statement"). The Proxy Statement was first mailed to Amgen and Immunex shareholders on or about March 26, 2002.

On April 5, 2002, the Court granted expedited discovery in the *Osher* Suit and scheduled a hearing on plaintiffs' motion for a preliminary injunction.

During April 2002, Defendants and certain third parties produced thousands of pages of documents related to the Merger.

Between April 5, 2002 and April 26, 2002, Representative Plaintiffs conducted expedited discovery by, among other things, reviewing publicly available and confidential internal documents and preparing for and taking depositions.

On June 12, 2002, the Litigation was consolidated as *In re Immunex Corp. Shareholder Litigation*, Case No. 01-2-35458-2-SEA, and assigned to the Honorable Douglas McBroom.

Representative Plaintiffs and Defendants have concluded that the interests of the parties and the Class (as defined below) would best be served by a settlement of the Litigation as described below.

II. TERMS OF THE PROPOSED SETTLEMENT

1. As a direct result of the prosecution of the Litigation and the ongoing negotiations between the Settling Parties, a proposed settlement has been reached under the following terms:

(a) Immunex filed supplemental disclosures and related exhibits on Form 8-K with the SEC on April 30, 2002. Class Members may access this document on the Securities and Exchange Commission website at www.sec.gov. It is also on file with the Court. As provided in Item 11 of Form S-4 and described in the section entitled "Where You Can Find More Information" of the Proxy Statement, the information contained in the Form 8-K was automatically incorporated by reference into the Proxy Statement. The parties agree that the disclosures and other actions contemplated by the Form 8-K address the following matters in response to Representative Plaintiffs' settlement demands:

(i) Reducing the termination fee payable by Immunex under certain circumstances set forth in the Merger Agreement by \$20 million.

(ii) Obtaining an updated opinion from Merrill Lynch, Pierce, Fenner & Smith Incorporated regarding the merger consideration from a financial point of view to be received by Immunex shareholders.

(iii) Providing shareholders with the following disclosures prior to the May 16, 2002 shareholder vote on the Merger:

(A) A discussion of American Home Products Corp.'s (now Wyeth's) negotiated contracts, including (1) additional details of each contract renegotiated and reasons for the renegotiation; (2) discussion of option rights; (3) the fee paid to terminate American Home Products Corp.'s rights to acquire products of Immunex; and (4) discussion of American Home Products Corp.'s Proposed Strategic Arrangements from November 2001.

(B) A discussion of the reasons for the cash element of the purchase price and its derivation.

(C) Confirmation that American Home Products Corp. currently holds no warrants that will be affected by the Merger and will receive no warrants in connection with the Merger.

(D) Information regarding efforts to find alternative transactions for Immunex and discussions with other potential bidders.

(E) The exercise price of the option which will permit Defendant Edward V. Fritzky to purchase 450,000 shares of Amgen common stock.

(F) The amount Defendant Edward V. Fritzky would have received pursuant to Immunex Corporation Leadership Continuity Policy.

(G) Confirmation of whether Defendants Peggy V. Phillips and Douglas E. Williams have entered into employment agreements with Amgen.

2. Defendants have agreed to pay the sum of \$2.92 million to counsel for the Representative Plaintiffs for their attorneys' fees and reimbursement of expenses. Defendants and Plaintiffs' Counsel negotiated the attorneys' fees and expenses that Defendants would pay to Plaintiffs' Counsel after the parties agreed to the settlement terms set forth in the Stipulation of Settlement dated as of November 11, 2002 (the "Stipulation").

III. REASONS FOR THE SETTLEMENT

The Representative Plaintiffs believe that the claims asserted in the Litigation have merit. However, Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendants through trial and through appeals. Counsel for the Representative Plaintiffs also have taken into account the uncertain outcome and the risk of any litigation, especially in a complex action such as this Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs' Counsel also are mindful of the inherent problems of proof and possible defenses to the claims asserted in the Litigation. Plaintiffs' Counsel believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs' Counsel have determined that the settlement set forth in the Stipulation is in the best interests of the Representative Plaintiffs and the Class.

Defendants deny all allegations of wrongdoing, fault, liability or damage to Representative Plaintiffs and any and all Members of the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that they acted improperly in any way, believe that they acted properly at all times, and believe the Litigation has no merit, but wish to settle the Litigation on the terms and conditions stated in the Stipulation in order to eliminate the burden and expense of further litigation and to put the Released Claims (defined below) to rest finally and forever, without in any way acknowledging any wrongdoing, fault, liability or damage to Representative Plaintiffs or any and all Members of the Class.

IV. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing will be held on September 12, 2003, at 10:00 a.m., before the Honorable Cheryl Carey, Courtroom No. E847, King County Superior Courthouse, KCC-SC-0203, 516 3rd Avenue, Seattle, Washington (the "Settlement Hearing"). The purpose of the Settlement Hearing will be to determine: (a) whether the settlement should be approved as fair, just, reasonable and adequate; and (b) whether the Litigation should be dismissed with prejudice. The Court may adjourn or continue the Settlement Hearing by oral announcement at such hearing or at any adjournment without further notice of any kind.

V. DEFINITIONS USED IN THIS NOTICE

1. "Class" means all Persons who owned Immunex common stock on December 16, 2001, and all of their successors in interest and transferees, immediate and remote, through and including July 15, 2002, but not Defendants and Persons or entities related to or affiliated with Defendants.

2. "Class Member" or "Member of the Class" mean a Person who falls within the definition of the Class as set forth above.

3. "Defendants" means: (1) Immunex, (2) Immunex directors Edward V. Fritzky, Peggy V. Phillips, Douglas E. Williams, Kirby L. Cramer, Robert J. Herbold, John E. Lyons, Joseph M. Mahady, Edith W. Martin, Lawrence V. Stein and their respective spouses and marital communities (collectively, the "Individual Immunex Defendants"), (3) American Home Products Corp. (now known as Wyeth), and (4) Amgen.

4. "Effective Date" means the first date on which all of the events and conditions specified in paragraph 6.1 of the Stipulation have been met and have occurred.

5. "Final" means: (i) the date of final affirmance on an appeal of the Judgment, together with the expiration of the time for a petition for or a denial of a writ of certiorari to review the Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that grant; or (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding seeking review of the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Judgment approving the Stipulation.

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

7. "Merger" means the merger of Immunex with and into AMS Acquisition Inc., a wholly owned subsidiary of Amgen, pursuant to the Merger Agreement, as amended.

8. "Person" means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, limited liability company, government or any political subdivision or agency thereof, and any business or legal entity, as well as any spouse, present or past heir, predecessor, successor, representative, or assignee of any of the foregoing.

9. "Plaintiffs' Counsel" means Milberg Weiss Bershad Hynes & Lerach LLP, Keith F. Park, Darren J. Robbins, 401 B Street, Suite 1700, San Diego, California 92101; Hagens Berman LLP, Steve W. Berman, 1301 Fifth Avenue, Suite 2900, Seattle, Washington 98101; and Schiffrin & Barroway, LLP, Marc A. Topaz, Gregory M. Castaldo, Three Bala Plaza East, Suite 400, Bala Cynwyd, Pennsylvania 19004.

10. "Released Claims" shall collectively mean: All claims and rights, whether known or unknown (including Unknown Claims), against the Defendants and their corresponding Released Parties, belonging to Representative Plaintiffs and any or all Members of the Class and their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities (including, without limitation, any claims, whether direct, derivative, representative or in any other capacity, arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States) that relate in any way to any violation of state, federal or any foreign country's securities laws, any misstatement or omission, any breach of duty, any negligence or fraud or any other alleged wrongdoing or misconduct relating in any way to the Merger (including the process employed by Amgen, Immunex and their directors beginning in early 2001 that led to the Merger), the fiduciary and other duties (including duties arising under chapter 23B RCW) owed by Defendants to Immunex and holders of Immunex common stock in connection with the Merger, Defendants' disclosure obligations under federal, state or any other law in connection with the Merger, and any other claim under any law of any state or territory of the United States or principle of common law, or the law of any jurisdiction outside the United States, related in any way to any of the foregoing.

11. "Released Parties" means Defendants and all of their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons or entities.

12. "Representative Plaintiffs" means David Osher, Adele Brody, and Edwin Weiner.

13. "Settling Parties" means, collectively, each of the Defendants and the Representative Plaintiffs on behalf of themselves and any and all of the Members of the Class.

14. "Unknown Claims" means Released Claims that Representative Plaintiffs, any or all Members of the Class, and any or all other Persons and entities whose claims are being released, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties and the Released Claims, or might affect his, her or its decision to object or not to object to the Settlement. Upon the Effective Date, Representative Plaintiffs, any and all Members of the Class, and all other Persons or entities whose claims are being released, shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of §1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW
OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Representative Plaintiffs, any and all Members of the Class, and all other Persons or entities whose claims are being released also shall be deemed to have, and shall have, 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, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to §1542 of the California Civil Code. Representative Plaintiffs, on behalf of the Class, acknowledge that Members of the Class may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention, on behalf of any and all Members of the Class, fully, finally and forever to settle and release the Released Claims, including Unknown Claims.

VI. DISMISSAL AND RELEASES

If the proposed settlement is approved, the Court will enter a Final Judgment and Order of Dismissal with Prejudice. The Judgment will dismiss the Litigation with prejudice and release the Released Claims as to the Released Parties. Class Members will be barred from asserting any of the Released Claims in the future, unless the settlement is canceled or terminated pursuant to the terms of the Stipulation. By operation of the entry of the Judgment, upon the Effective Date, the Representative Plaintiffs and the Class Members, for themselves and their respective heirs, executors, administrators, predecessors, representatives, agents, successors and assigns, agree to waive and shall be deemed to have waived any and all rights and benefits which they now have, or in the future may have by virtue of the provisions of §1542 of the California Civil Code and any other similar law or provision with respect to the Released Claims, which section provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at
the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

VII. ATTORNEYS' FEES AND EXPENSES

Defendants have agreed to pay attorneys' fees and expenses to plaintiffs' counsel in the amount of \$2.92 million. Class Members are not personally liable for any attorneys' fees or expenses. The fee and expense award will compensate plaintiffs' counsel for their efforts in achieving the disclosure modifications described above for the benefit of the Class and for their risk in undertaking this representation on a contingency basis.

VIII. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events. 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 or alter or amend the Judgment. 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 prior to the settlement.

IX. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member may, but is not required to, enter an appearance in the Litigation and be represented by counsel of his, her or its choice and expense. Any Class Member who does not enter an appearance will be represented by the attorneys for the Representative Plaintiffs listed below. Any Class Member who objects to any aspect of the settlement may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, mailed or hand delivered such that it is *received* on or before August 18, 2003, by each of the following:

CLERK OF THE COURT
KING COUNTY SUPERIOR COURT
KCC-SC-0203
516 3rd Avenue
Seattle, WA 98104-2381

MILBERG WEISS BERSHAD
HYNES & LERACH LLP
KEITH F. PARK
401 B Street, Suite 1700
San Diego, CA 92101

HAGENS BERMAN LLP
STEVE W. BERMAN
1301 Fifth Avenue
Suite 2900
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SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
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STOEL RIVES LLP
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Suite 3600
Seattle, WA 98101-3197

LATHAM & WATKINS
HUGH STEVEN WILSON
701 B Street
Suite 2000
San Diego, CA 92101

Attorneys for Defendants

The notice of objection must demonstrate the objecting Person's membership in the Class, 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.

X. NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS

Nominees who held the common stock of Immunex between December 16, 2001 and July 15, 2002 for the beneficial ownership of another shall mail the Notice to all such beneficial owners of such stock within ten (10) days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the notice administrator at the address below within ten (10) days of receipt thereof in which event the notice administrator shall promptly mail the Notice to such beneficial owners. Additional copies of this Notice for transmittal to beneficial owners are available on request directed to *Immunex Corporation Shareholder Litigation*, c/o Gilardi & Co. LLC, P.O. Box 5100, Larkspur, CA 94977-5100.

XI. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may desire to review the Stipulation filed with the Court, which may be inspected during business hours, at the office of the Clerk of the Court, King County Superior Courthouse, KCC-SC-0203, 516 3rd Avenue, Seattle, Washington 98104-2381.

For further information regarding this settlement you may contact: Rick Nelson, Milberg Weiss Bershad Hynes & Lerach LLP, 401 B Street, Suite 1700, San Diego, California 92101, Telephone: 619/231-1058.

DO NOT TELEPHONE THE COURT OR THE CLERK REGARDING THIS NOTICE.

Dated this 11th day of July, 2003

BY ORDER OF THE SUPERIOR COURT
COUNTY OF KING