



Kansas City, Missouri focusing on the representation of plaintiffs primarily in the area of individual and class employment litigation in federal court. In 2000, I joined Sprenger + Lang, PLLC (“S+L”). I became the firm’s managing partner in 2005. In 2007, I was recognized by *Lawdragon Magazine* (Jan./Feb. 2007) as being one of “500 Leading Plaintiffs’ Lawyers In America.” I have a Martindale-Hubbell AV peer rating.

5. I currently serve or have previously served as lead class counsel or co-lead class counsel for certified plaintiff classes in *Carter, et al. v. Wells Fargo Advisors, LLC*, No. 1:09-CV-01752 (D.D.C.) (gender discrimination); *Pfeiffer v. Spellings, et al.*, No. 1:07-cv-00522-EGS (D.D.C.) (breach of student loan contract); *Augst-Johnson, et al. v. Morgan Stanley & Co. Incorporated*, No. 1:06-cv-01142 (RWR/DAR) (D.D.C.) (gender discrimination); *Carlson, et al. v. C.H. Robinson Worldwide, Inc.*, No. 02-3780 (D. Minn.) (gender discrimination); *Nauman, et al. v. Abbott Laboratories and Hospira, Inc.*, No. 04C7199 (N.D. Ill.) (ERISA); *Turner v. Torotel, Inc.*, No. 96-0646-CV-W-5 (W.D. Mo.) (race discrimination); and, *Eickhoff v. City of Kansas City, Kansas*, No. 98-2372-KHV (D. Kan.) (race, gender and national origin discrimination). In addition, I currently serve or have previously served as class counsel for the certified plaintiff classes in *In re: TV Writers Cases*, Case No. BC 268836 & Related Cases (L.A. Cty. Super. Ct.) (age discrimination) and *Kosen v. American Express Financial Advisors, Inc.*, No. 1:02CV00082 (HHK) (D.D.C.) (gender discrimination).

6. With the exception of the *Nauman* case which is currently on appeal following a nine day bench trial, all of the above-referenced class actions resulted in successful recoveries of monetary or injunctive/programmatic relief, or both, for class members.

7. I have previously served as trial counsel in more than ten trials in federal and state courts, including as lead trial counsel in five jury trials.

## Factual History

8. Sprenger + Lang, PLLC was first approached about pursuing an age discrimination class action against 3M in 2002. As with all matters that Sprenger + Lang, PLLC accepts for prosecution on a contingency fee basis, we conducted substantial factual investigation including, but not limited to, interviewing numerous individuals regarding their employment experiences with 3M with a focus on information relevant to a potential claim of systemic age discrimination.

9. After approximately two years of factual and legal investigation, we concluded that there was significant anecdotal evidence of systemic age discrimination at 3M. Thereafter, we assisted plaintiffs Clifford Whitaker and Michael Mucci in filing administrative charges of age discrimination with the Minnesota Department of Human Rights. After exploring the possibility of an early settlement resolution, we filed the above-captioned action on December 21, 2004. On January 3, 2006, we filed the Second Amended Complaint adding Mark Swanson, Thomas Bulen and Robert Coats as plaintiffs.

10. After defeating initial motions to dismiss, we engaged in an intense, hard-fought 17-month period of discovery. During the discovery period, we produced approximately 13,000 pages of documents on behalf of the plaintiffs, and 3M produced approximately 240,000 documents in addition to electronically stored information such as its human resource/employment history databases and email communications. Class counsel reviewed and coded each and every document and piece of electronically stored information produced in discovery.

11. Class counsel also engaged the services of and worked closely with Dr. Janet Thornton of ERS Group to conduct analyses of 3M's employment data relevant to the statistical

proof of age discrimination and potential damages. In addition, class counsel engaged the services of and worked closely with Prof. David Neumark to respond to opinion testimony proffered by 3M's labor economist expert. Both plaintiffs' experts produced numerous reports.

12. During the discovery period, class counsel took or defended 46 depositions of 3M executive and/or management personnel, 3M's expert witnesses, the depositions of each of the plaintiffs, plaintiffs' experts and other potential witnesses.

13. Throughout this case, and particularly during discovery, the named plaintiffs performed exceptional service on behalf of the class, which is highlighted by:

- a. During large portions of the litigation, they were involved in monthly conference calls to advise class counsel;
- b. They attended nearly every hearing in the matter; and,
- c. Most importantly, they served as an excellent conduit between the class and class counsel.

14. Throughout the litigation, we worked with a public relations firm, Infinite PR, and maintained an internet website dedicated to the case, to obtain media coverage for the purposes of encouraging potential favorable witnesses to come forward and to put public pressure on 3M.

15. From the evidence discovered, class counsel prepared and filed plaintiffs' motion for class certification on September 11, 2007.

16. While plaintiffs' class motion was pending, the parties engaged the private mediation services of Hunter R. Hughes, Esq. of Rogers & Hardin to facilitate settlement discussions. The parties participated in their first mediation session with Mr. Hughes in February 2008.

17. On April 11, 2008, this Court granted plaintiffs' motion for class certification.

18. Shortly thereafter, 3M petitioned the Minnesota Court of Appeals for discretionary review of the class certification ruling. The appeals court accepted the petition, and on April 28, 2009, reversed and remanded for further proceedings.

19. In May 2009, class counsel filed a multi-plaintiff collective action in federal court styled *Garcia, et al. v. 3M Company*. The allegations in *Garcia* were substantially the same as those in *Whitaker*, except the action was filed under the federal Age Discrimination in Employment Act on behalf of 3M employees (mostly former employees) whose claims were not subsumed within the *Whitaker* action. The action also challenged the validity of releases signed by many of the plaintiffs.

20. After the Court of Appeals' ruling and the filing of the *Garcia* case, the parties renewed their mediation efforts. Additional mediation sessions were conducted by Mr. Hughes in November 2009.

21. In March and April 2010, the parties submitted additional briefing to this Court on the issue of class certification. The Court then held a two day evidentiary hearing on May 5 and 6, 2010, and heard final oral argument on plaintiffs' renewed class motion on August 25, 2010.

22. In July 2010, the parties participated in two more mediation sessions with Mr. Hughes. During the last mediation session, Mr. Hughes made a "mediator's proposal" for settlement of the *Whitaker* case which called for 3M to pay up to \$12 million dollars of which \$6.5 million would be available for attorneys' fees and case expenses and \$5.5 million would be available to class members, but unclaimed settlement awards would be subject to reversion to 3M. It is this "mediator's proposal" that forms the basis for the monetary aspects of the parties' proposed settlement.

23. After the mediations in July 2010, the parties continued to engage in settlement discussions but without the aid of a private mediator. In November 2010, these discussions led to an agreement on the contours of programmatic relief. Thereafter, the parties negotiated the finer points of their proposed settlement as well as the language of the settlement agreement.

24. On March 14, 2011, the parties executed the proposed Settlement Agreement.

25. I believe all parties and their counsel recognize that, in the absence of an approved settlement, they would face a long litigation course, including further motions and appeals related to class certification, formal discovery on the merits, summary judgment, and trial that would consume time and resources and present each of them with ongoing litigation risks and uncertainties. I further believe that the parties recognize the risk associated with evolving case law, and desire to avoid these risks and uncertainties, as well as the consumption of time and resources, in favor of an amicable settlement pursuant to the terms and conditions of the Settlement Agreement which would be more beneficial to them than continued litigation.

Opinion that Settlement is Fair, Reasonable and Adequate

26. Under the terms of the Settlement Agreement, defendant 3M Company has agreed to pay up to a total of \$12 million (plus the employer portion of FICA and Medicare on distributions to members of the settlement class) to a settlement class consisting of approximately 6,000 employees age 46 and older, the vast majority of whom are currently employed by 3M.

27. As a result of the parties' participation in six years of litigation and fully understanding their adversary's statistical analyses with respect to liability and damages, they were well positioned to evaluate each other's respective positions as well as the costs and risks of

continued litigation. During the course of all negotiations, counsel bargained vigorously on behalf of their respective clients. All negotiations were conducted in good faith.

28. In evaluating the fairness, reasonableness, and adequacy of the monetary relief, plaintiffs' counsel determined damages for the class promotion and compensation claims, relying on the statistical analyses of plaintiffs' experts. We calculated these class damages to be in the range of \$11.4 million (a conservative approach using time-in-grade and performance controls) to \$47.1 million (an extremely aggressive approach eliminating potentially tainted variables and assuming the establishment of a "continuing violation").<sup>1</sup> After applying appropriate discounts for litigation risk associated with class certification and a liability trial, plaintiffs' counsel believe that the proposed monetary relief is well within the range of reasonableness. Indeed, we believe that all of our models probably overstate the class damages because we assumed that damages continued to accrue through 2010, even though our liability theory is based primarily on the actions of CEO Jim McNerney, who left the company in 2005.

29. The monetary relief obtained in this settlement is significant when compared to other private plaintiff employment discrimination class settlements. According to Seyfarth Shaw's *Annual Class Action Workplace Litigation Report*, in 2009, this settlement would have been the third highest employment discrimination class action settlement and highest age discrimination settlement; and in 2010, this settlement would have been the sixth highest employment discrimination class action settlement and second highest age discrimination settlement.

---

<sup>1</sup> Our two moderate approaches to class damages both produced an estimate of approximately \$24 million.

30. The hallmark of this settlement is meaningful programmatic relief. As described more fully in the Settlement Agreement, 3M has agreed to do the following during the three-year term of the agreement:

**1. EEO Communications and Training.**

- (a) 3M will distribute its Equal Employment Opportunity (EEO) and Affirmative Action (AA) policy statement to all new hires and will re-issue the statement to employees annually and post it on a company intranet site that is accessible to all employees. The EEO/AA policy statement will be signed by 3M's Chief Executive Officer and will confirm 3M's commitment to prohibiting unlawful discrimination, including but not limited to discrimination based on age, in all terms and conditions of employment.
- (b) 3M will include in the Company's existing Employment Law for Leaders course content focused on age discrimination and will deliver the course to the eligible population of managers and supervisors every two years.
- (c) 3M will review the company's leadership, supervisory development, and diversity training programs for content on equal employment opportunity and non-discrimination and, to the extent there is no such content or where 3M determines that additional content would clarify the company's commitments, revise the course content to include information regarding 3M's EEO and non-discrimination commitments.

**2. Performance Appraisals.**

- (a) 3M will not use rating distribution guidelines or quotas in connection with its performance appraisal processes.
- (b) 3M will provide additional guidance to supervisors to clarify criteria for placement recommendations and high potential designations used in connection with the performance appraisal process.
- (c) 3M will support a review and appeal process for employee EC&DP ratings, through which employees can challenge contribution codes, leadership attribute ratings, high potential designations and/or placement recommendations.

**3. Promotions/Transfers/Development/Training Opportunities.**

- (a) 3M will post Black Belt positions internally and will accept applications for those positions.
- (b) 3M will post on an intranet site accessible to employees program

descriptions and the selection criteria and process for the ALDP I, ALDP II, and Leadership Development for Growth (“LDG”) leadership development programs.

- (c) 3M will publish job posting guidelines on an intranet site accessible by employees. Pursuant to the published posting guidelines, 3M will increase the minimum posting period for positions required to be posted to five days and will agree to post all open positions below the L3 job grade with limited exceptions where there is an important business need.
- (d) 3M will not preclude employees who receive a 2 level of contribution rating through the EC&DP process from applying for open positions in the company. 3M will make available to hiring managers and/or recruiters the past three years of EC&DP ratings for internal candidates applying for open positions.

**4. Job Eliminations/Terminations of Employment/Releases.**

- (a) 3M will use a form of release in connection with its severance plans and/or any group reductions in force which includes terms that are not materially different from those set forth in Exhibit G (“Approved Release Terms”), except as necessary to comply with changes in law, including but not limited to changes in the OWBPA or judicial opinions interpreting legal requirements, or otherwise as necessary to comply with 3M’s legal obligations. As of the Execution Date, and subject to changes in the OWBPA, the parties acknowledge that the Approved Release Terms comply with OWBPA. 3M also will describe the decisional unit on any eligible/ineligible lists in a manner that will allow employees affected by a group reduction to understand the contours of the affected group.
- (b) 3M will maintain a termination review process that requires approval of all terminations of employment, including those due to job elimination, by designated levels of business and human resources management. Part of the approval process will include confirmation that the selection process and resulting job elimination decisions were implemented in a manner consistent with principles of non-discrimination.
- (c) 3M will comply fully with the OWBPA, including with its requirements regarding releases of claims, and will train human resources personnel on the construction of eligible/ineligible lists under the OWBPA.

**5. Implementation.**

- (a) 3M’s human resources function will be responsible for implementing the programmatic relief set forth in this Section 8 and for ensuring that 3M’s policies regarding equal employment opportunity and non-discrimination are enforced. 3M’s Senior Vice President, Human Resources, will be ultimately responsible for implementation of Section 8 of this Agreement.

- (b) 3M will continue to maintain the company's internal grievance process through which employees have multiple channels to raise concerns and complaints, including concerns or complaints regarding unlawful discrimination, retaliation, or alleged noncompliance with this decree. 3M will increase communications to employees concerning its grievance process. 3M's grievance process will not preclude or discourage employees from complaints or expressing concerns directly to the EEOC or class counsel.
- (c) 3M's Counsel shall report to Class Counsel every twelve (12) months for a period of three (3) years from the Execution Date as to steps taken by 3M to comply with these injunctive provisions, which reports shall be maintained on a Confidential basis as defined in the stipulated protective order in the Action, which is incorporated as if set forth fully herein. Unless a different person is otherwise designated by Class Counsel, in writing, the reports set forth in this section shall be deemed duly given if addressed to Steven M. Sprenger and personally delivered, sent by U.S. Mail, or sent by confirmed facsimile or other agreed upon method. Class Counsel shall provide written notice to 3M's Counsel of any noncompliance by 3M with the terms of this Section, and 3M and Class Counsel shall attempt to informally resolve any allegation of noncompliance prior to any effort by Class Counsel to enforce the terms of this Section. Only Class Counsel shall have standing to seek relief from the Court for alleged violations of this section.
- (d) 3M shall not retaliate against any Settlement Class Member for appealing any EC&DP rating or complaining about 3M's alleged failure to comply with the terms of the Decree.

31. Class counsel is confident that these programmatic changes will enhance equal opportunity for all Minnesota-based 3M employees, but particularly those who are in their 40s, 50s, 60s or 70s.

32. It is my opinion, shared by all counsel of record for plaintiffs, that the Settlement Agreement is fair, reasonable and adequate in light of all of the facts and circumstances.

33. The named plaintiffs unanimously support judicial approval of the Settlement Agreement. *See* Exs. A-E (statements of named plaintiffs).

Calculation of Class Counsel's Lodestar Attorneys' Fees & Expenses  
Through February 28, 2011

34. As of February 28, 2010, Sprenger + Lang, PLLC had devoted 10,355.05 hours to the representation of the plaintiffs and proposed plaintiff settlement class. As reflected in the table below, at our current regular hourly billing rates, our firm's aggregate lodestar as of February 28, 2011 was \$10,287,100.95.<sup>2, 3</sup>

<b>Timekeeper/Position</b>	<b>Current Hourly Rate</b>	<b>3M Minnesota</b>	<b>3M General</b>	<b>Lodestar<sup>4</sup></b>
Steve Sprenger, managing member of S+L, admitted to bar in 1988	\$ 695.00	335.50	118.10	\$ 274,212.25
Mike Lieder, of counsel, former member and partner, admitted to bar in 1984	\$ 695.00	1,908.60	1,089.40	\$ 1,705,043.50
Larry Schaefer, former member and partner, admitted to bar in 1988	\$ 625.00	172.25	0.00	\$ 107,656.25
Mara Thompson, currently of counsel, former partner, admitted to bar in 1988	\$ 625.00	297.50	14.95	\$ 190,609.38
Susan Coler, former of counsel, former partner, admitted to bar in 1989	\$ 625.00	3,612.25	1,583.25	\$ 2,752,421.88
Tom Henderson, former of counsel, former partner, admitted to bar in 1977.	\$ 625.00	1,882.40	1,373.85	\$ 1,605,828.75
Dan Bryden, former partner of S+L, admitted to bar in 2000	\$ 500.00	173.80	653.90	\$ 250,375.00
Eden Gaines, former partner, admitted to bar in 1998	\$ 500.00	1,391.90	77.70	\$ 715,375.00
Mark Amadeo, former partner, admitted to bar in 1996	\$ 500.00	439.00	43.75	\$ 230,437.50
Douglas Micko, former associate, admitted to bar in 1999	\$ 500.00	155.10	95.25	\$ 101,362.50
Cynthia Totten, former associate, admitted to bar in 1997	\$ 500.00	41.25	0.00	\$ 20,625.00
Kell Simon, former associate, admitted to bar in 1997	\$ 500.00	175.40	566.85	\$ 229,412.50
Christian Levesque, former associate, admitted to bar in 2001	\$ 475.00	311.75	86.60	\$ 168,648.75
Bryce Miller, associate, admitted to bar in 2006	\$ 375.00	407.20	227.00	\$ 195,262.50

<sup>2</sup> Our firm created three billing accounts for the purpose of recording time and expenses for the *Whitaker* and *Garcia* cases: 3M Minnesota, which was used to record time and expenses that benefitted only the *Whitaker* case; 3M Federal, which was used to record time and expenses that benefitted only the *Garcia* case; and, 3M General, which was used to record time and expenses that benefitted both cases. For purposes of the above lodestar fee and case expense calculations, I have allocated equally between 3M Minnesota and 3M Federal the time and expenses billed to 3M General.

<sup>3</sup> For purposes of our lodestar calculation, we have excluded 20 timekeepers who recorded less than 20 hours.

<sup>4</sup> Lodestar = Current Hourly Rate (3M Minnesota + (3M General/2)).

<b>Senior Legal Assistants &amp; Paralegals, Carol Cesar Finck, Deborah Toms, Denise Adams, Jackie Olson, and Patty Zellman</b>	\$ 230.00	3367.95	1890.75	\$ 992,064.75
<b>Legal Assistants &amp; Paralegals, Brian Kasoro, Corinne Rucker, Douglas Olson, Sean McGew, John O'Brien, Lynne Musil, Leslie Rusnacko, Tiffany McKinney, and Kristin Berger</b>	\$190.00	2184.15	1,198.65	\$ 528,860.25
<b>Law Clerks, Alexi Nunn, Amy Pascoe, Ann Murray, Bonnie Wittenburg, Daniel Portnoy, Emily Rickaby, Michael Kind, Shata Stucky, Toya Carmichael, and Zeeshan Hafeez</b>	\$200.00	427.00	1,335.05	\$ 218,905.20
<b>TOTAL</b>		<b>17,300.25</b>	<b>10,355.05</b>	<b>\$10,287,100.95</b>

The fee we are requesting – \$3.5 million – represents less than 35% of our lodestar and would provide a blended rate return of approximately \$155 per hour.

35. As of February 28, 2011, class counsel had advanced case expenses of more than \$3 million in connection with their representation of plaintiffs and the proposed settlement class.<sup>5</sup> As reflected in the table below, the vast majority of the case expenses – that is, approximately \$2.4 million – were for the services of expert witnesses.

<b>Expense Category</b>	<b>3M MN</b>	<b>3M GENERAL</b>	<b>TOTAL<sup>6</sup></b>
<b>Court and Witness Fees</b>	\$ 2,828.60	--	\$ 2,828.60
<b>Court Reporter Fees</b>	\$ 15,737.65	\$ 44,978.10	\$ 38,226.70
<b>Electronic/Computer Research</b>	\$ 14,300.87	\$ 6,075.10	\$ 17,338.42
<b>Experts/Consultants Fees</b>	\$ 2,452,375.22	--	\$ 2,452,375.22
<b>Express Mail/Messenger</b>	\$ 4,663.30	\$ 1,283.16	\$ 5,304.88
<b>External Photocopying</b>	\$ 17,171.95	\$ 17,627.92	\$ 25,985.91
<b>Interest Accrual</b>	\$ 371,470.06	\$ 21,830.55	\$ 382,385.33
<b>Internal Photocopying at 18 cents per page</b>	\$ 26,787.64	\$ 31,657.68	\$ 42,616.48
<b>Mediation Fees</b>	--	\$ 27,007.89	\$ 13,503.95
<b>Travel</b>	\$ 26,939.86	\$ 28,609.58	\$ 41,244.65
<b>TOTAL</b>	\$ 2,932,275.15	\$ 179,069.98	\$ 3,021,810.14

In my opinion, these expenses were reasonably necessary to adequately represent the plaintiffs and the class in this case. The expense reimbursement we are requesting – \$2.9 million – is almost \$125,000.00 less than our actual out-of-pocket expenses.

<sup>5</sup> We have not included long distance telephone charges, fax charges or postage charges.

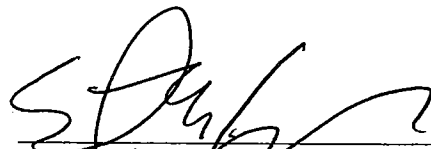
<sup>6</sup> Total = 3M Minnesota + (3M General/2).

36. We are willing and able to provide for *in camera* inspection any detail requested by the Court regarding our time entries and case expenses prior to or at a final fairness hearing.

Estimate of Future Lodestar Attorneys' Fees & Expenses

36. I anticipate that class counsel will perform substantial additional legal work in connection with the settlement – most notably, preparing for and participating in the final approval hearing, and responding to settlement class member inquiries regarding the settlement. I further anticipate that class counsel will perform additional work monitoring the implementation of and enforcing compliance with the settlement throughout the three year term of the settlement agreement.

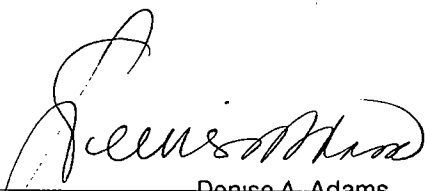
37. I anticipate that class counsel will advance additional expenses in connection with the settlement. These expenses will include costs related to the fairness hearing, settlement class member communications (i.e., long distance and postage charges) and monitoring the settlement (i.e., travel costs) over a three year period.

  
\_\_\_\_\_  
Steven M. Sprenger

\* \* \*

Sworn and subscribed before me this 14<sup>th</sup> day of March, 2011. My commission expires

12/14/2011

  
\_\_\_\_\_  
Denise A. Adams  
Notary Public Notary Public, District of Columbia

# **Exhibit “A”**

STATE OF MINNESOTA  
COUNTY OF RAMSEY

EMPLOYMENT  
DISTRICT COURT  
SECOND JUDICIAL DISTRICT

---

Clifford L. Whitaker, et al., on behalf of )  
themselves and all others similarly )  
situated, )

Plaintiffs, )

vs. )

3M Company, )

Defendant. )

Court File No. 62-C4-04-012239

[G. Johnson]

STATEMENT OF CLIFFORD L.  
WHITAKER

[Class Action]

---

I, Clifford L. Whitaker, hereby state that the following is true and accurate:

1. I am a resident of Mahtomedi, Minnesota, am over the age of majority, and make this statement freely and truthfully. I have first-hand, personal knowledge of the facts I describe and could testify to these facts.

2. I began working for 3M in 1967, and by 1988 I was Laboratory Manager in the Research and Development organization. I received consistently good evaluations and was assessed as capable of advancing to a Director-level position. Since 2001, my career at 3M has been damaged as a result of 3M's discrimination.

3. On December 21, 2004, I became a named plaintiff in this case when the Complaint was filed with the Court.

4. I believe 3M discriminated against me and others on the basis of age.

5. I understand that my attorneys are asking for the Court's approval of a proposed class action settlement. I have carefully reviewed the settlement agreement (and attached exhibits) which requires 3M to make certain changes to its employment

policies and practices and to pay up to \$12 million into a settlement fund to be distributed to the named plaintiffs, eligible class members and class counsel for attorneys' fees and costs.

6. I support the approval the proposed settlement. I believe it provides a fair, adequate and reasonable resolution of the claims involved in this matter considering the risks and delay that would come with continued litigation.

7. I also understand that the determination of the settlement awards for each class member will be determined based on a mathematical formula applied uniformly to all class members. I believe that a consistently and uniformly-applied formula is a fair, reasonable, and adequate way of distributing the monies to eligible class members and plaintiffs.

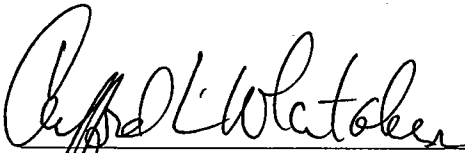
8. I also understand that the settlement agreement provides for an enhancement award in recognition of my participation in the prosecution of this litigation, such as becoming a named plaintiff, submitting documents and other information at my attorneys' requests, responding to interrogatories and document requests, appearing at a deposition, and assisting with information gathering and referring other people with knowledge about the claims to my attorneys. I believe it is fair and reasonable to grant an enhancement award to the named plaintiffs.

9. My support of this settlement is based largely on my concern that the liability risk and financial obligations for the class in proceeding further in this litigation are too great, and class counsel has very effectively and persuasively described those risks to me in detail. While I therefore support the settlement terms, I have the following concerns about the resolution of this case which I would like to convey to the Court: (a) I

don't believe the injunctive relief is sufficient to effectively change the ongoing age discriminatory pattern of behavior at 3M; (b) 3M's management witnesses have offered sworn testimony in deposition in this case which is demonstrably false, and I don't believe the monetary component of this settlement is sufficient to deter this kind of conduct in the future; (c) I believe 3M made a corporate decision to engage in systemic age discrimination, beginning with its decision to hire James McNerny as CEO from General Electric, and its subsequent commitment to and focus on the Six-Sigma program at Mr. McNerny's behest. This program was from the start designed as a device to screen out and disadvantage older employees and had little to do with actual "quality improvement." I believe this decision was motivated in many ways by economics, as older employees cost a corporation more money, based on higher salaries and pension obligations alone. I believe that 3M has saved billions of dollars over the years by terminating or otherwise forcing out so many long-tenured, loyal, productive employees, and the payment reflected by this settlement to the class is disappointing. While I believe all of this to be true, I nonetheless support this settlement as reasonable given all of the unfavorable obstacles that 3M could continue to present to getting at the real truth of what occurred, as it has in the past. In other words, I recognize this settlement as a reasonable achievement which does benefit the class, and support it with this in mind, and not based on any extremely modest financial benefit to me, which doesn't begin to adequately cover the monetary loss I believe I have personally experienced in the latter parts of my distinguished career due to 3M's age discrimination.

10. I also understand that class counsel will seek reimbursement of up to \$2.9 million in expenses they have incurred in prosecuting this case, as well as up to \$3.5 million for attorneys' fees. I believe this is a fair, reasonable and adequate amount to award to class counsel for fees and costs incurred in prosecuting this case for over eight years.

Dated: 3-14-2011

  
Clifford L. Whitaker

# **Exhibit “B”**



4. I believe 3M discriminated against me and others on the basis of age.

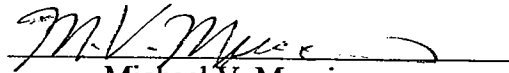
5. I understand that my attorneys are asking for the Court's approval of a proposed class action settlement. I have carefully reviewed the settlement agreement (and attached exhibits) which requires 3M to make certain changes to its employment policies and practices and to pay up to \$12 million into a settlement fund to be distributed to the named plaintiffs, eligible class members and class counsel for attorneys' fees and costs.

6. I support the approval the proposed settlement. I believe it provides a fair, adequate and reasonable resolution of the claims involved in this matter considering the risks and delay that would come with continued litigation.

7. I also understand that the determination of the settlement awards for each class member will be determined based on a mathematical formula applied uniformly to all class members. I believe that a consistently and uniformly-applied formula is a fair, reasonable, and adequate way of distributing the monies to eligible class members and plaintiffs.

8. I also understand that the settlement agreement provides for an enhancement award in recognition of my participation in the prosecution of this litigation, such as becoming a named plaintiff, submitting documents and other information at my attorneys' requests, responding to interrogatories and document requests, appearing at a deposition, and assisting with information gathering and referring other people with knowledge about the claims to my attorneys. I believe it is fair and reasonable to grant an enhancement award to the named plaintiffs.

9. I also understand that class counsel will seek reimbursement of up to \$2.9 million in expenses they have incurred in prosecuting this case, as well as up to \$3.5 million for attorneys' fees. I believe this is a reasonable and adequate amount to award to class counsel for fees and costs incurred in prosecuting this case for over eight years.

  
Michael V. Mucci

# **Exhibit “C”**



5. I understand that my attorneys are asking for the Court's approval of a proposed class action settlement. I have carefully reviewed the settlement agreement (and attached exhibits) which requires 3M to make certain changes to its employment policies and practices and to pay up to \$12 million into a settlement fund to be distributed to the named plaintiffs, eligible class members and class counsel for attorneys' fees and costs.

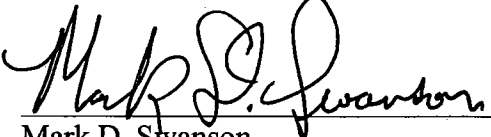
6. I support the approval the proposed settlement. I believe it provides a fair, adequate and reasonable resolution of the claims involved in this matter considering the risks and delay that would come with continued litigation.

7. I also understand that the determination of the settlement awards for each class member will be determined based on a mathematical formula applied uniformly to all class members. I believe that a consistently and uniformly-applied formula is a fair, reasonable, and adequate way of distributing the monies to eligible class members and plaintiffs.

8. I also understand that the settlement agreement provides for an enhancement award in recognition of my participation in the prosecution of this litigation, such as becoming a named plaintiff, submitting documents and other information at my attorneys' requests, responding to interrogatories and document requests, appearing at a deposition, and assisting with information gathering and referring other people with knowledge about the claims to my attorneys. I believe it is fair and reasonable to grant an enhancement award to the named plaintiffs.

9. I also understand that class counsel will seek reimbursement of up to \$2.9 million in expenses they have incurred in prosecuting this case, as well as up to \$3.5 million for attorneys' fees. I believe this is a fair, reasonable and adequate amount to award to class counsel for fees and costs incurred in prosecuting this case for over eight years.

Dated: 3/14/11

  
Mark D. Swanson

# **Exhibit “D”**

STATE OF MINNESOTA  
COUNTY OF RAMSEY

EMPLOYMENT  
DISTRICT COURT  
SECOND JUDICIAL DISTRICT

---

Clifford L. Whitaker, et al., on behalf of themselves and all others similarly situated,	)	Court File No. 62-C4-04-012239
	)	[G. Johnson]
Plaintiffs,	)	STATEMENT OF THOMAS R. BULEN
	)	
vs.	)	
	)	
3M Company,	)	[Class Action]
	)	
Defendant.	)	

---

I, Thomas R. Bulen, hereby state the following is true and accurate:

1. I am a resident of White Bear Lake, Minnesota, am over the age of majority, and make this statement freely and truthfully. I have first-hand, personal knowledge of the facts I describe and could testify to these facts.

2. I began working for 3M in 1985 as an Advanced Technical Service Engineer for the 3M Health Care Sector business unit. I was promoted to Senior Technical Service Engineer in 1996. I continued to work for 3M until I was terminated on April 1, 2007.

3. On January 3, 2006, I became a named plaintiff in this case when the Second Amended Complaint was filed with the Court.

4. I believe 3M discriminated against me and others on the basis of age.

5. I understand that my attorneys are asking for the Court's approval of a proposed class action settlement. I have carefully reviewed the settlement agreement (and attached exhibits) which requires 3M to make certain changes to its employment


policies and practices (“Programmatic Relief”) and to pay up to \$12 million into a settlement fund to be distributed to the named plaintiffs, eligible class members and class counsel..

6. I support the approval of the proposed settlement. I believe it provides an adequate resolution of the claims involved in this matter considering the risks and delay that would come with continued litigation.

7. I also understand that the determination of the settlement awards for each class member will be made using a mathematical formula applied uniformly to all class members.

8. I also understand that the settlement agreement provides for an enhancement award in recognition of my participation in the prosecution of this litigation, such as becoming a named plaintiff, submitting documents and other information at my attorneys’ requests, responding to interrogatories and document requests, appearing at a deposition, and assisting with information gathering and referring other people with knowledge about the claims to my attorneys. I believe it is fair and reasonable to grant an enhancement award to the named plaintiffs.

9. I also understand that class counsel will seek reimbursement of up to \$2.9 million in expenses, although actually higher, they have incurred in prosecuting this case, as well as up to \$3.5 million for attorneys' fees. I believe this is a reasonable amount to award to class counsel for fees and costs incurred in prosecuting this case for over eight years.

  
Thomas R. Bulen 2/20/2011

# **Exhibit “E”**



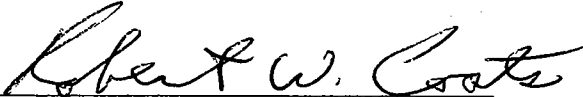
5. I understand that my attorneys are asking for the Court's approval of a proposed class action settlement. I have carefully reviewed the settlement agreement (and attached exhibits) which requires 3M to make certain changes to its employment policies and practices and to pay up to \$12 million into a settlement fund to be distributed to the named plaintiffs, eligible class members and class counsel for attorneys' fees and costs.

6. I support the approval the proposed settlement. I believe it provides a fair, adequate and reasonable resolution of the claims involved in this matter considering the risks and delay that would come with continued litigation.

7. I also understand that the determination of the settlement awards for each class member will be determined based on a mathematical formula applied uniformly to all class members. I believe that a consistently and uniformly-applied formula is a fair, reasonable, and adequate way of distributing the monies to eligible class members and plaintiffs.

8. I also understand that the settlement agreement provides for an enhancement award in recognition of my participation in the prosecution of this litigation, such as becoming a named plaintiff, submitting documents and other information at my attorneys' requests, responding to interrogatories and document requests, appearing at a deposition, and assisting with information gathering and referring other people with knowledge about the claims to my attorneys. I believe it is fair and reasonable to grant an enhancement award to the named plaintiffs.

9. I also understand that class counsel will seek reimbursement of up to \$2.9 million in expenses they have incurred in prosecuting this case, as well as up to \$3.5 million for attorneys' fees. I believe this is a fair, reasonable and adequate amount to award to class counsel for fees and costs incurred in prosecuting this case for over eight years.

  
Robert W. Coats