

**EXHIBIT A**

**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: Employment

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

Court File No. C4-04-12239  
(The Honorable Gregg E. Johnson)

Plaintiffs,

**[PROPOSED] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS  
SETTLEMENT AND  
PROVISIONAL CLASS  
CERTIFICATION**

vs.

3M Company,

Defendant.

On \_\_\_\_\_, 2011, this Court heard the Parties' joint motion for preliminary approval of class action settlement and provisional class certification under Minnesota Rule of Civil Procedure 23.05. This Court reviewed the motion, including the Settlement Agreement and Release ("Agreement") and plaintiffs' memorandum in support of the motion. Based on this review and findings below, the Court finds good cause to grant the motion.

**FINDINGS**

For purposes of the Settlement Agreement only, the Court finds:

1. The Agreement is fair, reasonable, and adequate;
2. The Notice, Class Member Declaration and Claim Sheet (attached to the Agreement) comply with due process because they are reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the proposed settlement; and (iii) their rights, including the right to participate in the settlement, exclude themselves from the settlement, or object to the settlement;
3. For settlement purposes only, the Class is so numerous that joinder of all Class Members is impracticable;

4. For settlement purposes only, Plaintiffs' claims are typical of individual Class Members' claims;

5. For settlement purposes only, there are issues common to the Class that predominate over any questions affecting only individual Class Members;

6. For settlement purposes only, the Plaintiffs and their Counsel fairly and adequately represent the Class's interests; and

7. For settlement purposes only, class certification is superior for purposes of implementing the Settlement Agreement to other available methods for the fair and efficient adjudication of the controversy.

**IT IS ORDERED THAT:**

1. **Settlement Approval.** The Agreement, including the Notice, Class Member Declaration and Claim Sheet, attached to the Agreement, are preliminarily approved. Plaintiffs and Defendant, 3M Company ("3M") (collectively "the Parties"), are ordered to comply with the terms of the Agreement.

2. **Provisional Certification.** For settlement purposes only, the Class is provisionally certified as:

All persons who were 46 or older when employed by 3M in Minnesota in a salaried exempt position below job grade 18 at any time on or after May 10, 2003 through December 31, 2010, and who did not sign a document on or about their last day of employment purporting to release claims arising out of their employment with 3M.

3. **Provision of Class Notice.** On the ninetieth (90th) calendar day after entry of this Order, or the following business day if the 90th day is a Sunday or holiday, the Parties, through the appointed Claims Administrator, will mail Notice and a Class Member Declaration to each Class Member as specified in the Agreement.

4. **Request to Opt-Out.** Class Members who wish to be excluded from the Settlement shall submit a written request to opt-out to the Claims Administrator within one hundred (100) calendar days of the initial mailing of the Notice and Class Member Declaration. No particular

format shall be required for a Class Member to opt-out, provided that the Class Member's written request reasonably identifies the Class Member and the *Whitaker v. 3M Company* litigation and expresses an intent to opt-out of the Settlement. Requests to opt out shall be deemed timely if they are postmarked on or before the 100th day after the initial mailing of the Notice and Class Member Declaration. The time to opt-out will not be enlarged for any returned mailings. Individuals who validly opt-out of the Settlement are no longer deemed to be Class Members. As such, those individuals cannot object to the Settlement.

**5. Objection to Settlement.** Class Members who do not opt out and who wish to object to the Agreement shall file a written objection with the Court and serve copies on Class Counsel and 3M's Counsel no later than one hundred (100) calendar days from the initial mailing date of the Notice and Class Member Declaration. Written objections shall be deemed timely if they are postmarked on or before the 100th day after the initial mailing of the Notice and Class Member Declaration. The Objection shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection"; (c) in clear and concise terms, the legal and factual arguments supporting the objection; and (d) a list identifying the witness(es) the objector may call to testify at the Fairness Hearing and true and correct copies of any exhibit(s) the objector intends to offer. The objection will not be valid if it objects only to the lawsuit's appropriateness or merits.

**6. Failure to Object to Settlement.** Class Members who fail to object to the Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or otherwise) to the Agreement; and (3) not be entitled to speak at the Fairness Hearing.

**7. Participation in Settlement Fund.** Class Members who wish to participate in the Settlement under the Agreement shall complete, execute and return their Class Member Declaration within seventy-five (75) calendar days of the initial mailing of the Notice and Class Member Declaration. Class Member Declarations shall be deemed timely if they are postmarked on or before the 75th day after the initial mailing of the Notice and Class Member Declaration. Class Members

who fail to timely execute and return their Class Member Declaration, but who do not opt out, shall not be entitled to any Settlement Award but shall otherwise be bound by the Settlement Agreement, including the Judicial Release. Class Members who timely execute and return a Class Member Declaration which indicates a claim for age discrimination shall also complete, execute and return their Claim Sheet within forty-five (45) days after the mailing of their Claim Sheet by the Claims Administrator. Claim Sheets shall be deemed timely if they are postmarked on or before the 45<sup>th</sup> day after the mailing of the Claim Sheets by the Claims Administrator. Class Members who fail to timely execute and return their Claim Sheet shall not be entitled to any Settlement Award but shall otherwise be bound by the Settlement Agreement, including the Judicial Release.

**8. Appointment of Class Representative and Class Counsel.** For settlement purposes only, Plaintiffs are conditionally appointed as the Class Representative to implement the Parties' settlement in accordance with the Agreement. The law firm of Sprenger + Lang, PLLC and the AARP Foundation Litigation are appointed as Class Counsel. Plaintiffs and Class Counsel shall continue to fairly and adequately represent and protect the Class's interests.

**9. Termination of Agreement.** If the Agreement terminates for any reason, the following will occur: (a) this Preliminary Approval Order, and all of its provisions, including conditional certification of the settlement class, will be automatically vacated; (b) this Action will revert to the status that existed at the execution date of the Agreement, subject to the Parties' request for additional time to complete discovery; (c) no party shall be deemed to have waived, and will not be prejudiced in its right to pursue or oppose, any claims, objections, rights or defenses, or legal arguments or positions, including, but not limited to, claims or objections to class certification, and claims and defenses on the merits; (d) no term or draft of the Agreement, or any aspect of the Parties' settlement discussions, including related documentation, will have any effect or be admissible into evidence for any purpose in this Action; and (e) 3M shall have no obligation to pay any of the Gross Settlement Sum. This Order will not waive or otherwise impact the Parties' rights or arguments.

**10. No Admissions.** Nothing in this Order is or may be construed as an admission or concession on any point of fact or law by or against any Party.

**11. Qualified Settlement Fund.** The Court approves and orders the creation of a 3M Whitaker Qualified Settlement Fund (“Qualified Settlement Fund”) in accordance with the terms of the parties’ Settlement Agreement. 3M has agreed to pay to the Qualified Settlement Fund the Gross Settlement Sum, as set forth in the Settlement Agreement, which payment will be in full settlement and discharge of all of the claims of Settlement Class Members against 3M that are the subject of this lawsuit and in exchange for a full release and discharge by the Named Plaintiffs, Class Representatives, and all Settlement Class Members who do not exclude themselves from the settlement.

Establishment of the Qualified Settlement Fund is intended to satisfy the requirements of Treasury Regulation Section 1.468B-1(c), 26 C.F.R. § 1.468B-1, by (a) being established pursuant to the approval and order of this Court, (b) resolving and satisfying claims for discrimination and violations of statutory and common law against 3M, and (c) constituting a segregated account, all as required by those regulations.

The Qualified Settlement Fund will be administered by the Claims Administrator Rust Consulting, (hereafter, the “administrator”). The Qualified Settlement Fund will receive the Gross Settlement Sum as set forth in the Settlement Agreement in accordance with its terms, and subject to further approvals of this Court, as required. The Qualified Settlement Fund and its administrator will remain subject to the continuing jurisdiction of this Court until the Qualified Settlement Fund terminates by its terms.

**12. Fairness Hearing.** On \_\_\_\_\_ 2011, at \_\_\_\_\_, this Court will hold a Fairness Hearing to determine whether the Agreement should be finally approved as fair, reasonable, and adequate. All supporting papers, including the class counsels’ request for attorneys’ fees and reimbursement of costs, shall be filed no later than 5 days before the Fairness Hearing. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the Parties will not be required to provide additional notice to class members.

DATED: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE GREGG E. JOHNSON  
DISTRICT COURT JUDGE

**EXHIBIT B**

**NOTICE**

DISTRICT COURT OF THE STATE OF MINNESOTA  
FOR RAMSEY COUNTY

**If 3M employed you in a salaried, exempt position below grade 18 in Minnesota when you were age 46 or over on or after May 10, 2003 through December 31, 2010, a proposed class action settlement may affect your rights.**

- Five current and former 3M employees have sued the 3M Company claiming age discrimination against persons 46 or older in salaried, exempt positions in Minnesota below director level.
- Although 3M strongly denies any wrongdoing or liability in this matter, 3M has agreed, subject to approval of the Ramsey County District Court (Judge Gregg E. Johnson presiding) (“Court”), to settle the case for on the terms set out in the settlement agreement.
- You now have the following choices:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLASS MEMBER DECLARATION BY _____, 2011, AND A CLAIM SHEET BY _____, 2011</b>	The only way to get a payment from the settlement fund.
<b>EXCLUDE YOURSELF BY _____, 2011</b>	Get no payment or other benefit from the settlement, but retain your full ability to separately sue 3M about alleged age discrimination that occurred prior to December 31, 2010.
<b>COMMENT OR OBJECT BY _____, 2011</b>	Write to the Court about whether you believe the settlement is fair under the circumstances. This option is not open for persons who exclude themselves.
<b>SPEAK AT A HEARING ON _____, 2011</b>	Ask to speak in Court about the fairness of the settlement. This option is not available for persons who exclude themselves. If you elect to speak at the hearing, you must file a notice of appearance with the Court.
<b>DO NOTHING</b>	Get no payment, but waive certain rights to sue 3M about alleged age discrimination that occurred prior to December 31, 2010.

- The Court has preliminarily approved the settlement. It has not decided whether to finally approve the settlement. Payments will be made only if the Court finally approves the settlement.

- You can get additional information by visiting the website maintained by the attorneys who represent the named plaintiffs and settlement class (“Class Counsel”). You also may consult with Class Counsel at no charge. The website, toll-free phone number and email addresses are below.

## WHAT THIS NOTICE CONTAINS

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**BASIC INFORMATION**

**1. Why should I read this notice?**

3M's records show that you are a Class Member in this class action age discrimination case filed on behalf of 3M employees in Minnesota in salaried, exempt positions below the director level. The Court has preliminarily approved a class action settlement. The settlement agreement and related documents are referred to as the "Settlement" in the rest of this notice.

Because the Settlement will affect your legal rights, the Court ordered that this Notice be sent to you. Before the Court decides whether to finally approve the Settlement, you have legal rights and options that you may exercise. Those legal rights and options are explained in detail in this notice.

**2. Will I be subjected to retaliation for participating in the settlement?**

**NO.** If you are still employed by 3M, your decision about whether to participate in the Settlement will not affect your employment. Minnesota law and 3M's policy strictly prohibit unlawful retaliation.

**3. What is a class action?**

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The "Class Representatives" are also called "Plaintiffs." The Class Representatives and the people who have similar claims are called the "Class," or where, as here, the Class is approved solely for purposes of settlement, the "Settlement Class." Each member of the Settlement Class is called a "Settlement Class Member." One Court resolves the issues for everyone in the Settlement Class, except for those people who exclude themselves from the Settlement Class.

**4. Why is this lawsuit a class action?**

Cases can be approved as class actions for trial or settlement. Here, the Court has preliminarily decided that the case meets the requirements for a class action for the limited purpose of settlement only. The Court will make a final decision at or after the final settlement approval hearing. The Court hasn't decided whether, absent the Settlement, it would permit these claims to proceed to trial on a class basis.

**5. Who are the Plaintiffs?**

There are five Plaintiffs. Two of them – Clifford Whitaker and Mark Swanson – are still 3M employees. Three of them – Mike Mucci, Thomas Bulen and Robert Coats – are no longer employed by 3M.

**6. What is the Settlement Class in this case?**

The Settlement defines the Settlement Class as “all persons who were 46 or older when employed by 3M in Minnesota in a salaried exempt position below job grade 18 at any time between May 10, 2003 and December 31, 2010, and who did not sign a document on or about their last day of employment purporting to release claims arising out of their employment with 3M.”

**7. Who is excluded from the Settlement Class?**

The Settlement Class excludes persons who:

- Were not 46 years or older when they worked for 3M;
- Did not work for 3M between May 10, 2003 and December 31, 2010;
- Worked for 3M only outside Minnesota during the relevant time;
- Worked for 3M only as an executive (above job grade 17) during the relevant time;
- Worked for 3M only as an hourly employee or as a salaried employee entitled to overtime pay (i.e., not as an exempt employee) during the relevant time;
- Signed a document on or about their last day of employment purporting to release claims arising out of their employment with 3M.

## **WHO ARE THE LAWYERS?**

**8. Do I have a lawyer in this case?**

You do. The Plaintiffs and Settlement Class have been represented in this case since 2004 by the law firm of Sprenger + Lang, PLLC of Washington, DC, including Lead Class Counsel Steven Sprenger and other principal lawyers Michael Lieder and Bryce Miller, and by the AARP Foundation Litigation, including Thomas Osborne, Laurie McCann and Daniel Korhman. You may, at no charge, discuss your rights under the Settlement with Class Counsel, and may reach them at the email address and phone number below:

*Telephone:* 202-265-8010  
*E-mail:* 3mclasscounsel@sprengerlang.com  
*Website:* WWW.MINNESOTACLASSACTION.COM

All communications with Class Counsel are private and privileged and will not be disclosed to 3M or its counsel without your permission.

**9. Should I get my own lawyer?**

You do not need to hire a separate lawyer because Class Counsel are legally required to represent all Settlement Class Members. But you may contact your own lawyer, at your own expense, for any assistance that you may require.

**10. Who represents the Defendant in this case?**

The law firm of Dorsey & Whitney LLP has represented 3M throughout the case. Paul Klaas is currently 3M's lead counsel at Dorsey & Whitney.

## **WHAT ARE THE CLAIMS IN THE LAWSUITS?**

**11. What do the Plaintiffs complain about in the lawsuits?**

In the lawsuit, Plaintiffs contend that 3M has discriminated against employees age 46 and older in its performance appraisal, leadership development, promotion, compensation and job elimination decisions. Plaintiffs claim that 3M has both engaged in intentional discrimination and has adopted practices that, while neutral on their face, have the effect of discriminating against Settlement Class Members. You can read the complaint on the website listed in response to question 8, above.

**12. How does Defendant respond to these claims?**

3M strongly denies any wrongdoing or liability whatsoever. The Court has NOT ruled on the merits of Plaintiffs' claims or made any judgment or other determination of any wrongdoing or liability on 3M's part.

**13. Has the Court decided who is right?**

The Court has not decided whether the Defendant engaged in the claimed age discrimination, or if so, the amount of damages to which the class as a whole or any Settlement Class Member would be entitled. However, Plaintiffs and 3M, understanding the risks inherent in litigation, have determined that it is in their best interests to settle this case. The proposed Settlement was reached through extensive arms-length negotiations between the parties before a neutral, independent, third-party mediator.

## **WHAT BENEFITS ARE AVAILABLE TO SETTLEMENT CLASS MEMBERS?**

**14. How much money will be paid under the Settlement?**

Although 3M denies any wrongdoing or liability in this matter, 3M agreed to pay a gross settlement sum of up to \$12 million ("Settlement Award") to fully resolve all claims in the Lawsuit. In addition, 3M has agreed to pay the employer's share of employment taxes on class member awards. Other than the employer's share of employment taxes, Settlement Class Members will be responsible for all

taxes associated with payments of individual settlement awards.

**15. For what purposes will that money be used?**

Of the settlement payment, Class Counsel estimate that about \$5.6 million will be allocated to the awards to Settlement Class Members and for payment of taxes on those awards. To the extent that Settlement Class Members do not submit claim forms, the amount of the awards of those individuals will be returned to 3M, less case contribution awards to the Named Plaintiffs. Subject to Court approval, \$2.9 million will be used to reimburse Class Counsel for their out-of-pocket expenses and \$3.5 million will be used to pay attorneys' fees.

**16. What is the amount of my award?**

After you have returned your Class Member Declaration, and if you indicate a claim for age discrimination on that form, you will receive a notice of award that will inform you of the total amount of money that has been allocated for your claims.

**17. How has the amount of my award been determined?**

A formula for determining the awards of every Class Member is contained at pages 13-15 of the Settlement Agreement, which is available for review at the website listed in response to question 8, above. It considers the amount of your compensation increases during the Class Period compared to other employees in your grade, the number of grades by which you were promoted or demoted during the Class Period combined with the number of years you were employed during the Class Period, and whether 3M terminated your employment in a manner that entitled you to severance pay that you turned down by refusing to sign a release of claims. Feel free to contact Class Counsel if you want an additional explanation after reviewing the Settlement Agreement.

**18. How do I know that the benefit formula is fair?**

The Court will consider the formula, along with all other aspects of the Settlement, at the final settlement approval hearing. You and other Settlement Class Members will have an opportunity to comment on or object to the formula before the Court rules. The Court will approve the formula only if the Court finds that it is fair to the Settlement Class.

**19. What do I have to do to receive the award?**

All you have to do is sign and return your Class Member Declaration indicating a claim for age discrimination and, later, your Claim Form and Class Member Release, as explained in response to questions 23-25 below.

**20. What is the programmatic relief available?**

As part of the settlement of this case, 3M has agreed to programmatic relief. Programmatic relief is an agreement to either maintain or change various employment practices for a period of time. A full description of the programmatic relief can be found in the settlement agreement.

**21. How much will Class Counsel be paid?**

You are **not** required to personally pay any fees or expenses associated with the Settlement. Class Counsel will ask the Court to award attorneys' fees and reimburse out-of-pocket costs from the settlement amount. You may comment on or object to the request. Class Counsel will ask the Court to approve attorneys' fees of \$3.5 million, which is approximately 40% of the fees to which they would be entitled at their normal billing rates. Class Counsel will also seek reimbursement of out-of-pocket expenses incurred litigating this matter since 2003 of \$2.9 million.

## **HOW DO I SUBMIT A CLAIM FORM?**

**22. How do I submit a claim sheet?**

To submit a claim for a monetary award, you must first sign and return your Class Member Declaration, which accompanies this Notice, and indicate on that Class Member Declaration that you believe you have a claim for age discrimination. A Claim Sheet and Settlement Class Member Release and Notice of Award will then be sent to you. You must sign and return your Claim Sheet and Settlement Class Member Release to the claims administrator by U.S. Mail. Information you provide in your claim form is confidential. You must mail your claim form to:

3M Settlement  
c/o Rust Consulting, Inc.  
Claims Administrator  
625 Marquette Avenue, Suite 880  
Minneapolis, MN 55402

(It is recommended, although not required, that you send your claim form by certified mail and that you keep a copy. Do not use Federal Express or any other overnight delivery service, as those services generally cannot deliver to a P.O. Box address.)

**23. What is the deadline for submitting a Class Member Declaration?**

The postmark deadline to submit your Class Member Declaration is **MONTH DD, 2011**.

## **WHAT WILL I GIVE UP IF I REMAIN A SETTLEMENT CLASS MEMBER?**

**24. If I remain a Settlement Class Member, what claims will I be releasing?**

If you remain a Settlement Class Member, you will release all age discrimination claims against 3M under the Minnesota Human Rights Act for any period up through **MONTH DD, 2011**. You may consult with Class Counsel (contact information below) or another attorney of your own choosing to help you evaluate the impact of releasing those claims.

**25. Will I give up any additional rights if I submit a claim sheet?**

By signing and returning the Claim Sheet and Class Member Release and accepting your monetary award, you also give up the right to sue 3M for employment discrimination through the date of your release. A copy of the release that you will have to sign to receive monetary payment can be found on the Class Counsel's website.

## **HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

**26. What are the effects of excluding myself from the Settlement?**

If you exclude yourself from the Settlement, you will not be eligible to receive any monetary award. You also will not be permitted to object to the Settlement or be heard at the final settlement approval hearing. But, if you properly request exclusion, you will preserve the rights that you would have given up as described in paragraph 24, above, and will not be bound by any rulings of the Court in connection with this Settlement.

**27. How may I exclude myself?**

To validly exclude yourself, you must send a letter to the Claims Administrator, at the following address:

3M Settlement  
c/o Rust Consulting, Inc.  
Claims Administrator  
625 Marquette Avenue, Suite 880  
Minneapolis, MN 55402

Your request for exclusion must be signed by you personally, and it **must** clearly state: (1) your name, address, telephone number, and email address (if any), and (2) your wish to be excluded from the Settlement. **The postmark deadline to request exclusion is MONTH DD, 2011.** It is recommended that you send your exclusion request by certified mail and that you keep a copy.

## HOW MAY I COMMENT ON OR OBJECT TO THE SETTLEMENT?

### 28. How may I comment in favor of or against the Settlement?

If you are covered by the Settlement, you may comment in writing for or against its fairness and reasonableness. Your statement must include your name and address and, if you are represented by counsel for purposes of objecting to or commenting upon the Settlement, your statement must identify your attorney and his or her contact information. You do not have to submit a claim form in order to be able to comment or object, but you may not comment or object if you exclude yourself from the Settlement. All written statements must be submitted by mail to the claims administrator at the address above, as well as Lead Class Counsel and 3M's Counsel at the following addresses:

Steven M. Sprenger  
Lead Class Counsel  
Sprenger + Lang, PLLC  
1400 Eye Street, N.W.  
Suite 500  
Washington, DC 20005

Paul Klaas  
3M's Lead Counsel  
Dorsey & Whitney LLP  
50 South Sixth Street  
Suite 1500  
Minneapolis, MN 55402-1498

All written objections must be postmarked no later than **MONTH DD, 2011**. Late objections/comments may not be considered by the Court. It is recommended, although not required, that you send your comment or objection by certified mail to all three addresses and that you keep a copy.

### 29. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

## MAY I PARTICIPATE IN THE FINAL SETTLEMENT APPROVAL HEARING?

### 30. When will the final settlement approval hearing be held?

A final settlement approval hearing (also called a fairness hearing) will be held on **MONTH DD, 2011** at **\_\_:**\_\_, before the Honorable Gregg E. Johnson of the District Court of the State of Minnesota for Ramsey County. On or after this hearing and based in part on any comments and objections, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court will also consider at that time Class Counsel's motion for an award of attorneys' fees and reimbursement of out-of-pocket expenses. The Court will consider the presentations of counsel and any comments or objections from Settlement Class Members before making these decisions. The Court may reschedule this hearing without further notice by mail. The website will be updated to reflect any schedule changes related to the hearing.

**31. What must I do to speak at the hearing?**

If you wish to speak (or have a lawyer speak on your behalf) at the final approval hearing to object or state your comments in person, you must give notice. If you submit a written statement, you can, in that submission, state your intent to appear. If you do not submit a written statement, you must send a written notice to Lead Class Counsel and 3M's Counsel at the addresses provided above in the answer to Question 28, stating your name and address (and the name of your attorney, if one will be attending on your behalf), as well as your intent to appear at the hearing.

**32. What happens if the Settlement is not approved or is otherwise terminated?**

If the Settlement is not approved by the Court, you will not receive any money under the Settlement and you will not give up any claims that you possess. The case will proceed as if there had never been a proposed settlement. You may log on to [www.minnesotaclassaction.com](http://www.minnesotaclassaction.com) to find out the status of the approval process.

## WHAT IF I DO NOTHING?

**33. What happens if I do nothing at all?**

If you do nothing, you'll get no money from the Settlement. You also won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against 3M arising out of alleged age discrimination during the period from May 10, 2003 through December 31, 2010.

## ADDITIONAL INFORMATION

**34. How can I get additional information?**

This Notice provides only a general description of the Lawsuit and this Settlement. To see the complete court file, including the actual Settlement Agreement and Release, you may visit Class Counsel's website at [www.minnesotaclassaction.com](http://www.minnesotaclassaction.com) or, alternatively, you may visit the office of the Ramsey County Civil Court Records Office, Ramsey County Courthouse, Room 650, 15 Kellogg Boulevard West, St. Paul, Minnesota. The Clerk will tell you how to obtain the Lawsuit's file for inspection and copying at your own expense. You may also call Class Counsel, Steven Sprenger, at Sprenger + Lang, PLLC at (202) 265-8010 for additional information.

**PLEASE DO NOT CALL OR WRITE THE COURT, 3M, OR  
ITS ATTORNEYS ABOUT THIS NOTICE**

**EXHIBIT C**

**CLASS MEMBER DECLARATION**

**CLASS MEMBER'S DECLARATION FORM**

You,       [TYPED NAME]      , have been identified as a class member potentially eligible to receive monetary relief under the settlement of *Clifford L. Whitaker et al. v. 3M Company*, Court File No. 62-C4-04-012239. In order to be eligible to receive a monetary payment, you must complete, execute and timely return this form. If you are confirmed as an eligible class member, a Release of Claims form will be sent to you in a future mailing, which you must sign and return in order to receive a monetary award.

The amount you will receive, which will appear on the Release of Claims form, will be determined by a formula that takes into consideration your compensation and job grade as a 3M employee and whether you were promoted, demoted, or terminated as a 3M employee during the relevant time period, as set forth in the Notice. If you are confirmed as eligible to receive an award, your minimum payment will be \$75.

Your identity and the information you provide on this form shall not be shared with anyone other than the Settlement Administrator for this case and select personnel from 3M's legal, tax, finance, and payroll functions, on a need to know basis.

**YOU MUST ANSWER ALL QUESTIONS, SIGN AND RETURN THIS FORM NO LATER THAN [DATE CERTAIN (75 DAYS AFTER MAILING)] AS INDICATED BY THE POSTMARK ON THE ENVELOPE.**

I. INFORMATION ABOUT YOUR CLAIM

1. Do you believe that your compensation as an employee of 3M Company was adversely affected because of your age?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, identify the year(s) in which you believe your compensation was adversely affected because of your age. (Note: Only years in which you were age 46 or older during the period from January 1, 2001 to December 31, 2010 qualify.)

\_\_\_\_\_

2. Do you believe that you were denied one or more promotions as an employee of 3M Company because of your age at any time when you were age 46 or older?

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Were you involuntarily demoted by 3M Company when you were age 46 or older during the period [DATE] to [DATE]?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, identify the position(s) to which you were demoted and the approximate date(s):

\_\_\_\_\_

4. If you were involuntarily demoted, do you believe that your demotion(s) was (or were) based on your age?

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

5. Was your employment involuntarily terminated by 3M Company when you were age 46 or older during the period January 1, 2001 to December 31, 2010?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, identify the approximate date: \_\_\_\_\_

6. If your employment was involuntarily terminated, were you offered a severance payment upon your termination in exchange for a release of claims against 3M?

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

If YES, did you:

\_\_\_\_\_ Sign the release of claims and receive the severance payment?

\_\_\_\_\_ Refuse to sign the release of claims and refuse to accept the severance payment?

\_\_\_\_\_ File a charge of discrimination in connection with your termination of employment with any administrative agency?

7. If your employment was involuntarily terminated, do you believe that your termination was based on your age?

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

II. CONTACT AND DEMOGRAPHIC INFORMATION

3M's records show the following information concerning you:

**Full name:** [NAME]

**Date of Birth:** [DATE]

**Current Address:** [ADDRESS]

**Current Telephone Number(s):** [NUMBERS]

Check one:

\_\_\_\_\_ My contact and demographic information is correct.

\_\_\_\_\_ My contact and demographic information should be corrected as follows:

\_\_\_\_\_  
\_\_\_\_\_

(Please indicate anticipated changes to any information set forth above on or before [DATE]).

**I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING RESPONSES IN SECTION I, INFORMATION ABOUT YOUR CLAIM, ARE TRUE AND CORRECT.**

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**Return to [ADMINISTRATOR] at the address below postmarked on or before [DATE]:**

[ADDRESS]

**EXHIBIT D**

**CLAIM SHEET**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Employment

Court File No. C4-04-12239

---

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

Plaintiffs,

v.

3M Company,

Defendant.

---

**CONFIDENTIAL NOTICE OF  
AWARD, CLAIM FORM, AND  
SETTLEMENT CLASS MEMBER  
RELEASE**

TO: «First\_Name» «Last\_Name»  
«Street\_Address»  
«City», «State» «Zip\_Code»  
«Email»

FROM: Claims Administrator

DATE: MONTH DD, 2011

This Confidential Notice of Award, Claim Form, and Settlement Class Member Release informs you of the amount of your court-approved award, its apportionment for tax purposes, and the steps you must take to receive your award.

**I. AMOUNT OF AWARD & APPORTIONMENT OF AWARD FOR TAX PURPOSES**

The gross amount of your award is \$<<Gross Award>>, which shall be treated as wage income subject to tax withholding. As required by federal and state law, your share of employment taxes will be paid and income taxes will be withheld from your award.

After withholding of required taxes, the net amount of your award is \$<<Net Amount>>.

**Nothing herein should be construed as tax advice. You are urged to consult a tax advisor about the taxes that you may owe on your award.**

## II. CLAIM FORM

To receive your award, you must (1) execute the taxpayer identification number certification below; and (2) carefully read, sign and date the Confidentiality, Settlement Class Member Release, and other provisions below and, and return them to the Claims Administrator no later than **MONTH DD 2011**. *Please be aware that, as a result of timing requirements for the Court and under the applicable court rules in this case, it may take 160 days or more for you to receive a settlement check.*

## III. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

### Substitute IRS Form W-9

Enter your Social Security Number:    --   --

Under penalties of perjury, I certify that:

1. The social security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

\_\_\_\_\_  
W-9 Signature

\_\_\_\_\_  
W-9 Signature Date

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above. **The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.**

## IV. CONFIDENTIALITY

As a free and voluntary act, I agree that as an essential and material element of the Settlement Agreement in this matter, I will comply with the following provisions regarding confidentiality:

1. I will not disclose or characterize my responses to the Class Member Declaration, the amount of my Settlement Award, or the terms of my release of claims against 3M to any other person or entity, except to my attorneys, spouse, accountants or tax advisors, or as otherwise required by law or legal process, provided that I shall inform my attorneys, spouse, accountants or tax advisors of the terms of this confidentiality provision before making any such disclosure.
2. I agree and acknowledge that any breach of the foregoing provisions concerning confidentiality shall constitute a material breach by me of the Settlement Agreement, and that upon such material breach, 3M's obligations to me under the Settlement Agreement, including but not limited to payment of my Settlement Award, if unpaid, shall cease, and that I shall be liable to 3M in the full amount of the Settlement Award, if any, previously paid by 3M to me, as well as for other equitable and legal relief.

#### IV. SETTLEMENT CLASS MEMBER RELEASE

In consideration of my receipt of a court-approved monetary award, I hereby agree to be bound by the terms of this Settlement Class Member Release. I understand and acknowledge that the terms of this release are broader than the terms of the release set forth in the Notice of Proposed Class Action Settlement previously mailed to me.

I, on behalf of myself and my agents, heirs, executors, administrators and assigns, and as a free and voluntary act, hereby fully release and forever discharge 3M Company, as well as its past, present and future officers, directors, administrators, shareholders, fiduciaries, employees, agents, attorneys, insurers, and representatives, any potential future successors, past, present or future subsidiaries, parents, affiliated or related corporations, insurers of those entities, and all benefit plans sponsored by 3M, and each of their respective present and former agents, employees, or representatives, insurers, partners, associates, successors, and assigns, in any and all capacities (including but not limited to the fiduciary, representative, or individual capacity of any released person or entity), and any entity owned by or affiliated with any of the above ("Released Parties"), to the fullest extent permitted by law from any and all claims, allegations, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, penalties, actions, or causes of action of every kind or nature, known or unknown, alleging discrimination or retaliation in employment or termination of employment by 3M, including but not limited to those alleged in the Action, or that could have been alleged in the Action, and all such claims that could have been asserted against 3M at any time prior to my execution of this release of claims, pursuant to the Age Discrimination in Employment Act ("ADEA"), Older Workers Benefits Protection Act ("OWBPA"), Title VII of the Civil Rights Act, as amended, 28 U.S.C. § 2000e, et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Americans with Disabilities Act of 1990, as amended; the Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq.; the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01, et seq.; or any other federal, state, or local statute, law, regulation, rule which prohibits discrimination or retaliation in employment, or under the common law or otherwise, under any legal or equitable theory, including but not limited to allegations or claims of employment discrimination against 3M in any form, whether or not related to promotions, compensation, performance evaluations, training selections or termination, as well as any and all claims of retaliation or reprisal against 3M (the "Released Claims"). I understand that my release includes all age discrimination claims, whether arising under the ADEA, OWBPA, MHRA, or any other federal, state, local or common laws or regulations.

I acknowledge that I may later discover facts in addition to or different from the facts which I now believe to be true with respect to the subject matter of the Released Claims, but that I have fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, without regard to the subsequent discovery or existence of such different or additional facts.

I further warrant and represent that I have not filed any claims, charges, complaints or actions encompassed in this Waiver and Release against any Released Party, or assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Waiver and Release. If any agency or court assumes jurisdiction of any complaints, claims, or actions against any Released Party by or on behalf of me arising out of any act or omission occurring before my execution of this Waiver and Release, I will request that the agency or court withdraw the matter or to dismiss the matter in its entirety, with prejudice, and will execute

all necessary documents to effect such withdrawal and/or dismissal with prejudice. To the extent required by law, nothing contained herein will be interpreted to prevent me from filing a charge with a governmental agency or participating in or cooperating with an investigation conducted by a governmental agency.

**California Civil Code § 1542 (for California Employees or Residents Only):** I expressly waive any and all rights and benefits which I may have under the provisions of California Civil Code section 1542, which provides as follows: "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."

**I understand and specifically acknowledge and agree to the following:**

- **I am waiving and releasing claims for age discrimination under the Age Discrimination in Employment Act, and that this waiver and release is knowing and voluntary.**
- **I am waiving and releasing claims under the Minnesota Human Rights Act, and that this waiver and release is knowing and voluntary.**
- **The consideration provided to me for this waiver and release is in addition to anything of value to which I am already entitled, and that this waiver and release does not apply to any rights or claims that may arise after my execution of this waiver and release.**
- **I have the right to reflect on this Release for a period of twenty-one (21) days before executing it, and I have an additional fifteen (15) days after executing it to revoke it under the terms of the Older Workers Benefit Protection Act and the Minnesota Human Rights Act.**
- **Any revocation pursuant to this paragraph must be in writing and delivered by hand or by certified mail, return receipt requested, within the applicable period to the attention of 3M Settlement, c/o Rust Consulting, Inc., Claims Administrator, 625 Marquette Avenue, Suite 880, Minneapolis, MN 55402.**
- **I will not be entitled to any benefits in exchange for this waiver and release, and this waiver and release will not become effective and enforceable until fifteen (15) days following my execution of this waiver and release, unless it is revoked during the fifteen (15) day period, in which case this waiver and release will be ineffective and unenforceable and I will not receive any benefits pursuant to this settlement.**

**By my signature below, I represent and warrant that I have been advised of these rights, that I have been advised that I have a right to consult with an attorney, and that I have discussed them with my attorney to the fullest extent I thought necessary. I intend this to be a fully binding and enforceable release of all claims, including claims under the Age Discrimination in Employment Act and Minnesota Human Rights Act. In the event I sign this waiver and release and return it to 3M in less than the 21-day**

period identified above, I hereby acknowledge that I have freely and voluntarily chosen to waive the time period allotted for considering this waiver and release.

**C. OTHER AGREEMENTS**

I also understand and agree to the following:

1. I understand that 3M makes no representations or warranties with respect to the tax consequences to me of my Settlement Award. Other than the employer's share of employment tax withholdings, I agree that I shall be solely responsible for any taxes that may be assessed against me relating to my receipt of a Settlement Award, including but not limited to all federal, state, and/or local taxes, and any other liens, obligations, claims, or consequences that may arise, and that I will not seek any indemnification from 3M with respect thereto. I further agree to indemnify and hold 3M harmless from any claims, demands, deficiencies, judgments or recoveries by any governmental entity against 3M for any amounts claimed in connection with money paid to me pursuant to the Settlement Agreement which are properly taxable to me, including amounts paid by 3M as taxes, attorneys' fees, fines, penalties, interest or otherwise.
2. I shall have one hundred and twenty (120) calendar days to cash or deposit my Settlement Award. My Settlement Award shall be cancelled by 3M if not cashed by me within one hundred and twenty (120) calendar days, at which point my claim will be deemed void and of no further force or effect. My failure to cash my Settlement Award shall have no effect on my Waiver and Release set forth herein.
3. My Settlement Award shall be deemed to be income to me solely in the year in which such payments are received. My Settlement Award shall not entitle me to additional compensation or benefits under any company bonus, contest, or other compensation, stock compensation, incentive, or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle me to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation or any other benefits. I understand that my Settlement Award is the sole payment to be made by 3M, and that I am not entitled to any new or additional compensation or benefits as a result of having received the Settlement Award.

**AGREED:**

Date: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT E**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: Employment

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

Court File No. C4-04-12239  
(The Honorable Gregg E. Johnson)

Plaintiffs,

**[PROPOSED] FINAL  
APPROVAL ORDER AND  
JUDGMENT**

vs.

3M Company,

Defendant.

On \_\_\_\_\_, 2011, this Court heard Plaintiffs' and Defendant 3M Company's (collectively "the Parties") joint motion for final approval of the class action settlement. This Court reviewed: (a) the motion and the supporting papers, including the Settlement Agreement and Release ("Agreement"); (b) any objections filed with or presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based on this review and the findings below, the Court finds good cause to grant the motion.

**FINDINGS:**

For purposes of the Settlement Agreement only, the Court finds:

1. The Agreement is fair, reasonable, and adequate.
2. The Parties adequately performed their obligations under the Agreement.
3. Notice was provided to Class Members in compliance with the Agreement, due process, and Minnesota Rule of Civil Procedure 23.05. The notice: (i) fully and accurately informed Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own

remedies, or object to the proposed settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and location of the final fairness hearing.

4. An award of \$\_\_\_\_\_ in attorneys' fees and \$\_\_\_\_\_ in costs to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Class.

5. An enhancement award to each Named Plaintiff of \$25,000 is fair and reasonable in light of the Plaintiffs' risks (including financial, professional, and emotional) in commencing this action as the Class Representatives.

**IT IS ORDERED THAT:**

1. **Class Members.** The Class Members are defined as:

All persons who were 46 or older when employed by 3M in Minnesota in a salaried exempt position below job grade 18 at any time on or after May 10, 2003 through December 31, 2010, and who did not sign a document on or about their last day of employment purporting to release claims arising out of their employment with 3M.

2. **Binding Effect of Order.** This order applies to all causes of action settled under the Agreement, and binds all Class Members, including those who did not properly request exclusion under the order preliminarily approving the class action settlement and provisionally certifying the class. This order does not bind persons who timely and validly requested to be excluded from the Settlement. Attached as **Exhibit 1** is a list of persons who properly requested to be excluded from the Settlement.

3. **Plaintiffs' and the Class Members' Release.** Named Plaintiffs and all Class Members who did not properly request exclusion from the Agreement are (1) deemed to have released 3M and its related entities from all claims released under the Agreement, and (2) permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, those claims.

4. **Settlement Fund.** 3M will deposit into the 3M Whitaker Qualified Settlement Fund (“Qualified Settlement Fund”) the Gross Settlement Sum in accordance with the Agreement within five (5) calendar days after the Final Settlement Date, which is defined under the Agreement to mean the later of the following:

(a) if no appeal or request for review are taken, five (5) business days after the expiration of the time to file an appeal pursuant to Minn. R. App. P. 104.01;

(b) if any appeal or request for review are taken, the date on which Plaintiffs serve notice that an appellate court entered an order affirming or denying review of this Final Approval Order and Judgment, and after exhaustion of all appeals or the time for seeking all appeals; or

(c) five (5) calendar days after the latest date for the expiration of any Plaintiff’s revocation period, as set forth in Section 4 of the settlement agreement in *Arthur J. Garcia et al., on behalf of themselves and all others similarly situated v. 3M Company*, Court File No. C09-01943.

5. **Distribution of Settlement Fund.** Within 30 calendar days after the Final Settlement Date, the designated Claims Administrator will distribute money held in the Qualified Settlement Fund in accordance with the Settlement Agreement as follows:

(a) **Enhancement Award.** The Claims Administrator shall pay an Enhancement Award to each Named Plaintiff of \$25,000.

(b) **Administrative Costs.** The Claims Administrator shall pay itself Claims Administrator Costs of \$\_\_\_\_\_ for all costs, expenses, and time incurred with the administration of this Settlement, including (i) preparing, issuing, printing, mailing, and monitoring all necessary notices, declarations, filings, and tax related documents; (ii) computing the Settlement Awards, applicable taxes, and any other payments to be made out of the Gross Settlement Sum; (iii) establishing or maintaining the Qualified Settlement Fund; (iv) distributing payments out of the Gross Settlement Sum; (v) any related communications with Class Members or Class Counsel; (vi) all costs

associated with the creation and administration of the Qualified Settlement Fund; and (vii) any other obligations mandated by this Agreement for the Claims Administrator or as ordered the Court.

- (c) **Attorneys' Fees and Costs.** The Claims Administrator shall pay \_\_\_\_\_ to Class Counsel representing Class Counsel's attorneys' fees, and \_\_\_\_\_ to Class Counsel representing Class Counsel's costs incurred in litigating this Action.
- (d) **Settlement Awards.** The Claims Administrator shall distribute a Settlement Award to each eligible Settlement Class Member who timely returned a Claim Sheet, pursuant to the allocation set forth in the Agreement.
- (e) **Unclaimed or Uncashed Settlement Awards.** The Claims Administrator will redistribute to 3M, or as otherwise may be required by law, all unclaimed and uncashed Settlement Awards in excess of the amounts described in (a) through (d), above.

6. **Order of Dismissal.** This matter is dismissed, with prejudice. The Court shall retain jurisdiction to enforce the provisions of Section 8 of the Settlement Agreement for the duration of the term set forth in Section 8.2 thereof.

7. **Final Judgment.** This is a final judgment. In the event that this Final Judgment Order is determined not to be final, the Court finds and directs, pursuant to Rule 54.02 of the Minnesota Rules of Civil Procedure, that there is no just reason for delaying enforcement or appeal, that judgment should be entered, and that the judgment shall be final and immediately appealable.

DATED: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE GREGG E. JOHNSON  
DISTRICT COURT JUDGE

**EXHIBIT F**

**LIST OF LAWSUITS AND CHARGES**

Lawsuits Filed in the Case:

*Whitaker, et al., v. 3M Company*, Court File No. C4-04-12239

Administrative Charge Filers:

Clifford L. Whitaker  
Michael V. Mucci

**EXHIBIT G**

**APPROVED RELEASE TERMS**

OWBPA Requirement	Approved Release Provision
<p>The waiver specifically refers to rights or claims arising under the ADEA. 29 U.S.C. § 626(f)(2)(B).</p>	<p><u>What I Am Releasing.</u></p> <p>In consideration for the payments and benefits provided under the 3M _____ Severance Pay Plan, I fully release and discharge 3M from liability for any and all claims, complaints, and liabilities of any kind, known or unknown, based on any action, decision, or event occurring prior to my signing this Release (each a "Claim"). This specifically includes without limitation, all Claims relating to the terms and conditions of my employment with 3M, and the ending of my employment.</p> <p>My release includes any Claim based upon THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C. §§ 621, <u>ET SEQ.</u></p>
<p>The individual does not waive rights or claims that may arise after the date the waiver is executed. 29 U.S.C. § 626(f)(2)(C).</p>	<p><u>What I Am Not Releasing or Otherwise Giving Up.</u></p> <p>I am not waiving any rights I have with regard to events that occur after the date on which I sign this Release or with regard to claims the law does not permit to be waived or released.</p>
<p>The individual waives rights or claims only in exchange for consideration in addition to anything of value to which the individual already is entitled. 29 U.S.C. § 626(f)(2)(D).</p>	<p><u>Purpose of the Release and My Acknowledgment of Consideration.</u></p> <p>By signing this Release, I will separate from 3M in exchange for the payments and benefits provided under the 3M _____ Severance Pay Plan, which I acknowledge is good and sufficient consideration for my signing this Release. I further agree and acknowledge that I would not be eligible for the payments and benefits set forth and provided under the 3M _____ Severance Pay Plan unless I sign (and then do not rescind) this Release.</p> <p><u>What I Am Not Releasing or Otherwise Giving Up.</u></p> <p>I am not releasing any claims for post-termination benefits, such as retirement benefits, under the provisions of any employee benefit plan 3M maintains.</p>
<p>The individual is advised in writing to consult with an attorney prior to executing the agreement. 29 U.S.C. § 626(f)(2)(E).</p>	<p>Prior to signing this Release, I was advised and encouraged to consult an attorney, and I understand I am hereby being advised again to consult an attorney regarding the terms of this Release.</p>
<p>If a waiver is requested in connection with an exit incentive</p>	<p>I understand that I have at least 45 days after receiving a copy of both this Release and the Summary Plan Description for the</p>

<b>OWBPA Requirement</b>	<b>Approved Release Provision</b>
<p>or other employment termination program offered to a group or class of employees, the individual is given a period of at least 45 days within which to consider the agreement. 29 U.S.C. § 626(f)(2)(F)(ii).</p>	<p>3M _____ Severance Pay Plan to consider whether to sign this Release.</p>
<p>The agreement provides that for a period of at least 7 days following the execution of such agreement, the individual may revoke the agreement, and the agreement shall not become effective or enforceable until the revocation period has expired. 29 U.S.C. § 626(f)(2)(G).</p>	<p>I may revoke this Release within 15 calendar days after signing it, by delivering a written notice or revocation, either personally or by certified mail, postmarked within the 15-day period, to [a specified individual at 3M].</p>