

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Case Type: Employment

Court File No. C4-04-12239

Clifford L. Whitaker and
Michael V. Mucci,
on behalf of themselves
and all others similarly situated,

Plaintiffs,

**ORDER REGARDING STIPULATION
AND PROTECTIVE ORDER**

v.

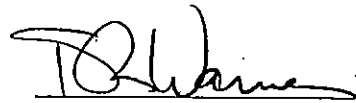
3M Company,

Defendant.

The Court has reviewed the Stipulation and Protective Order submitted by the parties on May 27, 2005. Being satisfied that the parties have demonstrated good cause for the protections requested with respect to confidential discovery matters, the Court hereby adopts the terms and conditions of the Stipulation and Protective Order as an Order of this Court.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: June 10, 2005



The Honorable Teresa R. Warner
Judge of District Court

STATE OF MINNESOTA
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Clifford L. Whitaker and
Michael V. Mucci,
on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

3M Company,

Defendant.

**STIPULATION AND
PROTECTIVE ORDER**

The above-named Plaintiffs, individually and on behalf of all others similarly situated, and the above-named Defendant (collectively the "Parties"), by and through their respective counsel of record, hereby stipulate and agree to the following Stipulation and Protective Order in the above-captioned matter.

During the course of discovery in this action the Parties hereto, as well as third parties, may be under an obligation to disclose information, documents, data, and/or other materials (referred to collectively as "information") that constitutes confidential information as defined below. Disclosure of such information during discovery shall occur only upon the terms and conditions set forth herein.

1. Purpose. As described in this Stipulation, information produced in this litigation may be designated "Confidential" or "Attorneys' Eyes Only" (as set forth below) by either the party who produces the information in discovery or the other party (in both cases the

“Designating Party”). The non-Designating Party shall use such Confidential or Attorneys’ Eyes Only information solely for the purposes of this litigation and not for any business, commercial, competitive, or any other purpose. Nothing in this Stipulation and Protective Order, however, is intended to preclude a non-Designating Party from participating in, or counsel for a non-Designating Party from representing a client in, a concurrent or subsequent litigation in which Confidential or Attorneys’ Eyes Only information received by the non-Designating Party in this litigation might also be relevant, provided that (i) neither the non-Designating Party nor counsel for the non-Designating Party may use such Confidential or Attorneys’ Eyes Only information for any purpose in such concurrent or subsequent litigation (including but not limited to quotation, citation, summarization, use as an exhibit or as proof of any claim made) unless specifically and expressly authorized by the Designating Party in the course of such litigation, but (ii) neither the non-Designating Party nor counsel for the non-Designating Party will be precluded from relying upon any independent recollection of the substance of the Confidential or Attorneys’ Eyes Only information in such concurrent or subsequent litigation, consistent with the protections and limitations on disclosure set forth in this Stipulation and Protective Order.

2. Confidential Information. Confidential information shall include information, documents, data, portions of deposition transcripts, interrogatory answers, responses to requests for admission, and any other discovery materials designated as Confidential, that meets the standards of Minn. R. Civ. P. 26.03, including, but not limited to: (1) information that has not been made publicly available about 3M’s market analyses, strategic planning, research and development, and finances; and (2) proprietary information that has not been made publicly available regarding 3M’s employment policies, practices, and related training or learning programs. In addition, individually identifiable personnel information about 3M’s employees

and former employees, such as performance ratings, compensation information, health or medical information, information relating to a spouse, partner, or dependent, discipline documentation, information regarding a failure to be selected for a job, training or development opportunity, or other employment benefit, and the reasons for or nature of termination of employment, may be designated as Confidential. All "Confidential" designations are to be made by counsel for the Designating Party after personal review of such information in good faith and upon a reasonable basis for believing that the information is Confidential under the terms of this Stipulation and Protective Order. Any information designated Confidential shall be treated as such, unless and until counsel agree in writing that the information may be declassified or the Court issues an order that the information does not constitute Confidential information. This Paragraph shall be interpreted to be consistent with the procedures set forth in Paragraph 5 below governing objections to "Confidential" designations.

3. Attorneys' Eyes Only Information. The Parties acknowledge that certain of the Confidential information produced in discovery may be of such an exceptionally sensitive nature that it is appropriate to further designate such Confidential information as "Attorneys' Eyes Only." All such designations are to be made by counsel for the Designating Party after personal review of such information in good faith and upon a reasonable basis for believing that the Confidential information is of an exceptionally sensitive nature. Any Confidential information designated Attorneys' Eyes Only shall be treated as such, unless and until counsel agree in writing that the material may be declassified or the Court issues an order that the Confidential information is not to be treated as Attorneys Eyes Only. This Paragraph shall be interpreted to be consistent with the procedures set forth in Paragraph 5 below governing objections to "Attorneys Eyes Only" designations.

