

STATE OF MINNESOTA
COUNTY OF RAMSEY

EMPLOYMENT
DISTRICT COURT
SECOND JUDICIAL DISTRICT

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

Plaintiffs,

vs.

3M Company,

Defendant.

Court File No. 62-C4-04-012239

[J. Warner]

**AFFIDAVIT OF
ARTHUR GARCIA**

[Class Action]

After first being duly sworn, I, Arthur Garcia, state the following:

1. I am a 64 year old male and I was born on December 13, 1940. I currently reside in San Jose, CA. I began working for 3M on August 1, 1977 and my last date of employment was April 29, 2005. From 1995 until I left 3M, I worked as a Senior Account Representative for the San Jose territory. My most recent pay grade was T4. I was a salaried, exempt employee of 3M.

2. On my 64th birthday I became eligible to retire with full benefits. However, I planned to work until December 2005.

3. In January 2005, my manager put me on an informal corrective action plan. I believed I was meeting all of the expectations of the informal corrective action plan until March 17, 2005. On that date, my Area Sales Manager, Stanley Berceau, presented me with a formal corrective action plan and a severance package, simultaneously. Stan told me that I had until April 29, 2005 to choose between placement on the formal corrective action plan or immediate separation with an offer of severance.

4. I believe that 3M used the formal corrective action plan as a tool to force me to retire. I believe that 3M intended to terminate my employment before the end of 2005 and before I had planned to retire. If 3M terminated my employment because I had not met the dictates of the formal corrective action plan, I would not be offered a severance package. I did not want to expose myself to 3M's subjectivity under the circumstances and I opted to retire and accept the severance package.

5. On April 28, 2005 I signed the severance agreement, including a release. I understood that by signing the release I would not be able to bring a lawsuit or file a charge of discrimination claiming age discrimination. While I believed that I was discriminated against because of my age, I understood that I would not receive any severance pay if I did not sign the release. I gave my signed severance package to Stan on April 29, 2005.

6. 3M did not inform me about the existence of the age discrimination case captioned *Whitaker, et al. v. 3M* before I signed the release. I was not told that claims relating to age discrimination in promotions, performance evaluations, compensation, training and terminations were being brought on behalf of a class of employees over the age of 45. I was not given the identity of plaintiffs' counsel or information that would allow me to contact them or obtain information that would tell me about whether and how I could participate in or benefit from the lawsuit. I was not told that signing the release may prevent me from participating in the *Whitaker* lawsuit and obtaining money damages, reinstatement to my job or other remedies in the lawsuit.

FURTHER AFFIANT SAITH NOT.

Dated: May 20TH, 2005

Arthur Garcia
Arthur Garcia

Subscribed to and sworn before me
this 20th day of MAY, 2005.

Vasim Uraizee
Notary Public

My commission expires Nov. 10th / 2008

