

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,

v.

3M Company,

Defendant.

**STIPULATION AND ORDER PARTIALLY
RESOLVING ISSUES 1 AND 2 OF 3M'S
AMENDED NOTICE OF MOTION AND
MOTION TO DISMISS OR EXCLUDE
CERTAIN CLAIMS AND TO SEQUENCE
DISCOVERY**

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 partial resolution of Issues 1 and 2 of 3M's Amended Notice of Motion and Motion to Dismiss or Exclude Certain Claims and to Sequence Discovery ("Motion to Dismiss"), which was filed with the Court on February 10, 2005. Having met and conferred, and having reached agreement on these two issues, the Parties stipulate and agree as follows:

STIPULATIONS

Issue 1. Enforce the one-year statute of limitations period applicable to Minnesota Human Rights Act ("MHRA") claims and dismiss (or exclude) claims or allegations made by any individual who separated from employment with 3M more than one year prior to May 10, 2004 (pursuant to Rules 12.02(e), 12.06, and 16.03(a)).

A. The Parties stipulate and agree that the one-year statute of limitations under the MHRA applies and that this suit shall not include class or individual non-termination claims

made on behalf of or by any individual who separated from employment with 3M before May 10, 2003. For termination claims, the Parties dispute whether the limitations date shall be May 10, 2003, or September 14, 2003. This is a matter that may require resolution by the Court. Nonetheless, the Parties agree that the suit shall not include termination claims made on behalf of or by any individual who separated from employment prior to the termination limitations date determined by the Court or agreed to by the Parties. For purposes of the stipulations regarding Issue 1, the May 10, 2003, and September 14, 2003, dates will be referred to collectively as the "Limitations Dates."

B. This Stipulation is not intended to concede or preclude the potential discoverability or admissibility of evidence relating to claims or allegations by persons who left 3M's employ prior to either of the Limitation Dates. Nor is it intended to concede the legal viability of any class or individual claim arising out of an action, event or decision made or taken on a date subsequent to either of the Limitations Dates.

C. Moreover, this Stipulation is not intended to resolve the Parties' differing positions as to whether a continuing violations theory might be applicable to class or individual claims made on behalf of or by a person who was employed by 3M on a date subsequent to either of the Limitations Dates, and arising out of any action, event, or decision made or taken on a date prior to either of the Limitations Dates. 3M believes that the continuing violations theory is not applicable to any claims alleged in the Complaint as a matter of law, whereas Plaintiffs believe it is. This continues to be a contested issue.

Issue 2. Dismiss (or exclude) any claims or allegations of individuals who were not employed in Minnesota during the one-year limitations period, as the MHRA does not apply extraterritorially (pursuant to Rules 12.02(e) and 16.03(a)).

A. The Parties stipulate and agree that this suit shall not include class or individual non-termination claims made on behalf of or by any individual who was not employed in

Minnesota at any time on or after May 10, 2003. For termination claims, the Parties dispute whether the limitation date shall be May 10, 2003, or September 14, 2003. This is a matter that may require resolution by the Court. Nonetheless, the Parties agree that the suit shall not include termination claims made on behalf of or by any individual who was not employed in Minnesota on or after the termination limitation date determined by the Court or agreed to by the Parties. For purposes of the stipulations regarding Issue 2, the May 10, 2003, and September 14, 2003, dates will be collectively referred to as the "Limitations Dates."


B. Nothing about this Stipulation is intended to concede or preclude the potential discoverability or admissibility of evidence relating to claims or allegations by persons who were employed by 3M in Minnesota, but were not so employed in Minnesota on or subsequent to either of the Limitations Dates.

C. Moreover, nothing about this Stipulation is intended to concede the legal viability of any class or individual claim(s) made on behalf of or by persons who were or have been employed in Minnesota on a date subsequent to either of the Limitations Dates.

Pursuant to the above-referenced stipulations and agreements, 3M will withdraw its motions on the particular issues on which the Parties have reached agreement (as described above) and will amend its Motion to Dismiss accordingly.

Dated: May 4, 2005

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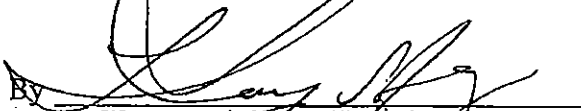
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Dated: May 4, 2005

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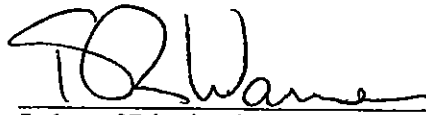
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ORDER

IT IS HEREBY ORDERED:

Dated: _____

May 11, 2005



Judge of District Court