

If you are a female who is or was employed by MetLife in its MetLife Financial Services Division as a:

Financial Services Representative,
Functional Manager, or
First or Second Line Agency Manager

from August 27, 1999 through August 18, 2003,

- You could receive **at least \$1,000** by filing the enclosed Claim Form, and
- You could receive **additional money**.

But you must file the Claim Form contained in this packet, **postmarked by November 24, 2003**, to be eligible for the \$1,000 and any additional money.

The materials contained in this packet describe a proposed **\$5 million monetary settlement** and Consent Decree in a lawsuit entitled:

Mitchell v. Metropolitan Life Insurance Co.

The lawsuit alleges discrimination against a certain group of females at MetLife.

You have been identified as a woman who is a member of this group. You are therefore eligible to receive money from this settlement if the settlement is approved.

The materials in this packet also describe the procedures you must follow to opt out of this settlement or object to it.

If you have any questions about this settlement or the authenticity of these materials you may call Rosenthal & Company LLC, the court-appointed Claims Administrator, toll-free at 1-800-207-0343.



CLASS NOTICE

Mitchell v. Metropolitan Life Insurance Co., Case No. 01 Civ. 2112 (WHP)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND CONSENT DECREE

TO: ALL WOMEN WHO ARE OR WERE EMPLOYED BY METLIFE IN ITS METLIFE FINANCIAL SERVICES DIVISION AS A FINANCIAL SERVICES REPRESENTATIVE, FUNCTIONAL MANAGER OR FIRST OR SECOND LINE MANAGER FROM AUGUST 27, 1999 THROUGH AUGUST 18, 2003.

Metropolitan Life Insurance Co. ("MetLife") has agreed to settle a gender discrimination class action lawsuit now pending in the United States District Court in New York, New York. The lawsuit was brought by Plaintiffs Stella Mitchell, Hwa-Mei C. Gee, Durpatty Persaud, Janet Ramsey, and Barbara LaChance all of whom were or are employed in the MetLife Financial Services Division. Plaintiffs brought this suit on behalf of themselves and all similarly situated female Financial Services Representatives ("FSRs"), Functional Managers, Second Line Managers and/or First Line Managers (collectively referred to as "Agency Managers"). The Plaintiffs claimed that MetLife discriminated against female FSRs and Agency Managers by denying them equal employment opportunities in promotions, compensation and other terms and conditions of employment. MetLife has denied these claims.

THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF:

- THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF YOUR RIGHTS WITH RESPECT TO A PROPOSED SETTLEMENT OF THE CASE;
- THE OPPORTUNITY TO FILE A CLAIM FOR A MONETARY AWARD;
- THE OPPORTUNITY TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT; AND
- THE OPPORTUNITY TO EXCLUDE YOURSELF FROM THE MONETARY PORTION OF THE PROPOSED SETTLEMENT BY "OPTING OUT."

1. **The Affected Class.** The Settlement Class is defined as:

All females employed as Financial Services Representatives, or Functional Managers, First Line Managers or Second Line Managers (collectively referred to as "Agency Managers") by Metropolitan Life Insurance Co. in its MetLife Financial Services Division (formerly known as "MLFS") on or after August 27, 1999 through August 18, 2003.

If you are included in the Settlement Class defined above, the proposed settlement may affect your rights. Additionally, you may be entitled to receive the benefits of the proposed settlement, including an individual monetary award.

2. **Terms of Proposed Settlement.** Subject to final Court approval, the Plaintiffs and MetLife have agreed to the entry of a Consent Decree that requires MetLife to implement the following injunctive relief provisions: (1) appoint a Decree Monitor to monitor and report to MetLife's management and Class Counsel on the Company's implementation of the Decree; (2) hire at least six additional HR Generalists to support MLFS; (3) continue its internal employee complaint procedures; (4) continue to publish its anti-discrimination and anti-harassment policies; (5) provide diversity training to all incumbent FSRs, Agency Managers, and Regional and Zone Vice Presidents by December 31, 2005 and provide such training to newly hired/appointed FSRs, Agency Managers and Regional and Zone Vice Presidents within six months of their hire or appointment; (6) conduct job analyses of the skills, knowledge, abilities and personal characteristics necessary for Agency Manager positions and develop and distribute to all MLFS employees written job descriptions and selection criteria for these positions based on the job analyses; (8) use best efforts to increase the representation of women in Agency Manager positions annually based upon "Benchmarks" established under the Decree; (9) implement a performance assessment instrument that assesses the performance of First and Second line managers against uniform job-related criteria and include in the annual evaluations of Zone Vice Presidents, First Line Managers, and Second Line Managers an assessment of their efforts to promote diversity in the workforce and commitment to MetLife's equal employment opportunity goals and policies; (10) provide to all incumbent Agency Managers responsible for training inexperienced FSRs by July 1, 2005, live "Roadmap for Inexperienced FSR Training" that will include modules on technical and soft skills, sales presentations, activity monitoring, setting expectations and coaching techniques; (11) continue to actively seek female recruits for FSR and Agency Manager positions; (12) offer a management development program for sales personnel with high potential and a stated interest in a management career beginning by July 1, 2005; (13) develop and distribute to MLFS Zone Vice Presidents and First Line Managers written criteria for the distribution of Sales Office Development Funds, enforce blocks of business and sales leads, and track and report the distribution of Sales Office Development Funds and participation in the "Deliver the Promise" and "MetAdvice" leads programs by gender; and (14) maintain records and report on its implementation of each of the components to Class Counsel on a periodic basis during the three year term of the Consent Decree, and establishes a class monetary fund. This relief will be in final settlement of all claims of the Plaintiffs and Settlement Class members against MetLife for alleged employment discrimination on the basis of gender that were raised or could have been raised in this case. The very brief and general summary of the proposed Consent Decree in this Notice does not include all the terms and conditions of the proposed settlement. The only

complete statement of the terms of the proposed settlement is found in the actual Consent Decree that the Court has provisionally approved. Copies of the proposed Consent Decree are available for inspection or copying at your expense at the Office of the Clerk of the United States District Court for the Southern District of New York at the address shown in paragraph 9 below, or at www.rosenthalco.com/mitchellvmetlife.

3. **Reasons for Settlement.** After extensive discovery and negotiations, Class Counsel have concluded that the terms and conditions of the settlement are fair, reasonable, and adequate, and in the best interests of the Settlement Class. In reaching this conclusion, Class Counsel has analyzed the benefits of the settlement, the risk of an unfavorable outcome in the litigation in this case, as well as the expense and length of continued proceedings necessary to prosecute this action through a trial and possible appeals. MetLife does not admit any wrongdoing or liability by entering into this settlement, and has agreed to these settlement terms because it wishes to avoid further costly, disruptive, and time-consuming litigation and desires to obtain complete and final settlement of the claims of the Plaintiffs and the Settlement Class members.
4. **Monetary Payments.** MetLife has agreed to establish a Monetary Claim Fund of Five Million Dollars (\$5,000,000.00) to pay the claims of the Plaintiffs and "eligible Settlement Class members." Settlement Class members whose claims against MetLife for alleged gender discrimination were adjudicated or settled and who, following such adjudication or settlement, were not employed by MLFS in a Sales Position or Sales Management Position, are ineligible to receive any monetary payment and are not "eligible Settlement Class members." Two Hundred Thirty-Five Thousand Dollars (\$235,000.00) from the Monetary Claim Fund will be allocated to pay the claims of Representative Plaintiffs Stella Mitchell, Hwa-Mei C. Gee, Durpatty Persaud, and Janet Ramsey, and Individual Plaintiff Barbara LaChance, in full settlement of their claims in this Action. The remainder of the Monetary Claim Fund (less a \$25,000.00 Reserve Fund) will be used to pay the claims of eligible Settlement Class members who have not timely opted out of the Settlement Class for purposes of participation in the monetary portion of the settlement and who submit a Claim Form determined by the Claims Administrator to be timely, complete and otherwise valid (hereinafter "Qualified Claimants") and applicable taxes. Each Qualified Claimant who files a timely claim executed under penalty of perjury is entitled to a minimum payment of One Thousand Dollars (\$1000.00) from the Monetary Claim Fund. In addition, each Qualified Claimant (in accordance with the terms of the Consent Decree) who files a timely claim executed under penalty of perjury is entitled to a pro rata share of the remaining Monetary Claim Fund based on an assignment of points for: (i) her total combined tenure as an FSR or Agency Manager, (ii) the positions she held during the Class Period, (iii) in recognition of the time and effort she spent participating in pre-certification discovery and (iv) status as a former MetLife employee. The exact individual monetary award for each Qualified Claimant will be determined by the claims procedure, eligibility requirements, and other limitations set forth in the Consent Decree. For eligible Settlement Class members, a Claim Form and instructions are included with this Notice.
5. **Attorneys' Fees and Litigation Costs and Expenses.** Class Counsel have applied to the Court for an award in an amount not to exceed Three Million Four Hundred Thousand Dollars (\$3,400,000.00) for all attorneys' fees, costs and litigation related expenses incurred in the litigation to date, and for future work to be performed by Class Counsel through final approval of the Decree, to oversee the claims procedure and to monitor MetLife's implementation and compliance over the three years of the Decree. MetLife does not oppose Class Counsel's application.
6. **Filing a Claim for a Monetary Award.** If you wish to be considered for a monetary award in this case, you must complete the enclosed Claim Form, sign and date it under penalty of perjury, and return it to *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177, 1-800-207-0343 postmarked no later than November 24, 2003. If you do not file a claim by November 24, 2003 you will not be eligible to receive any monetary payment from the Monetary Claim Fund.
7. **Binding Effect.** The proposed Consent Decree, if finally approved by the Court, will be binding on all members of the Settlement Class and will bar any person who is a member of the Settlement Class from seeking relief from MetLife, other than relief provided for in the Consent Decree, for all claims that were or could have been asserted in the Initial Complaint, the First Amended Complaint, and the Second Amended Complaint against MetLife and any of its past, present or future parent entities, partners, subsidiaries, affiliates, divisions, employee benefit and/or pension plans or funds, successors and assigns and any of its or their past, present or future directors, officers, attorneys, agents, trustees, administrators, employees, or assigns (whether acting as agents for MetLife or in their individual capacities), unless she excludes herself from or opts out of the monetary portion of the settlement pursuant to the procedures specified in paragraph 8, below.
8. **Opt-Out Procedure.** If you wish to exclude yourself from the monetary portion of the settlement, you must file a written Opt-Out Statement with *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177. Your Opt-Out Statement must be received by the Claims Administrator on or before Friday, October 10, 2003. You should write the name of the case, *Mitchell v. Metropolitan Life Insurance Co.*, Case No. 01 Civ. 2112 (WHP), on your Opt-Out Statement.

If you opt out of this lawsuit: (a) you will have no right to file a claim for a monetary award or to receive any monetary award under the settlement of this case; (b) you will not be bound by the monetary relief portions of the settlement in this lawsuit; and (c) you may bring a separate individual lawsuit against MetLife. If you opt out of this lawsuit and bring a separate individual lawsuit, you may lose your case and receive nothing, or you may obtain less

money than you can get under this settlement, even if you prevail in your separate lawsuit, and it may take several years to obtain any such money.

To opt out of this lawsuit, you must submit your full name, address, Social Security number, day and evening telephone numbers, and a signed and dated copy of the following statement in writing:

"I understand that by requesting to be excluded from the class monetary settlement, I will receive no money from the settlement fund created by MetLife under the Mitchell Consent Decree. I understand that if I am excluded from the class monetary settlement, I may bring a separate lawsuit against MetLife seeking damages; however, I understand that in such a separate lawsuit: (i) I may receive nothing or less than I would have received if I had filed a claim under the class monetary settlement procedure; and (ii) MetLife may assert all applicable defenses to any claims asserted by me. I also understand that I may not seek exclusion from the class for equitable and injunctive (non-monetary) relief, and that I am bound by the equitable and injunctive provisions of the Mitchell Consent Decree."

9. **Objections to the Consent Decree.** If you believe that the proposed Consent Decree should not be finally approved by the Court for any reason, you may object to the proposed Decree. If you want to object to the proposed Consent Decree, you must file a written objection stating the basis of your objection and the specific provision(s) of the settlement to which you object with *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177, on or before October 10, 2003. You also may appear at the hearing to be held on November 6, 2003 at 2:15 p.m. at the United States District Court for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, New York 10007 to have your objection heard by the Court, but objections not previously filed in writing will not be considered except for good cause shown. Any attorney who will represent an individual objecting to the Consent Decree must file a notice of appearance with the Court and serve counsel for all parties (see names and addresses in paragraph 11 below) on or before October 10, 2003. All objections or other correspondence must state the name and number of the case, which is *Mitchell v. Metropolitan Life Insurance Co.*, Case No. 01 Civ. 2112 (WHP).
10. **Further Information.** If you have any questions about the settlement, including the process for filing a claim for a monetary award, you may call or write *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177, 1-800-207-0343.
11. **Class Counsel and Counsel for Defendant.**

Counsel for the parties are:

CLASS COUNSEL:

Adam Klein
Outten & Golden
3 Park Avenue
New York, NY 10016

Teresa K. Demchak
David Borgen
Roberta Steele
Goldstein, Demchak, Baller,
Borgen & Dardarian
300 Lakeside Drive, Suite 1000
Oakland, CA 94612

COUNSEL FOR DEFENDANT, METLIFE:

Allen I. Fagin
Amy B. Regan
Proskauer Rose LLP
1585 Broadway
New York, NY 10036-8299

12. **Obtaining Copies of the Consent Decree.** YOU MAY OBTAIN A COPY OF THE CONSENT DECREE AT YOUR EXPENSE, BY CONTACTING THE OFFICE OF THE U.S. DISTRICT COURT CLERK AT THE ADDRESS SET FORTH IN PARAGRAPH 9 ABOVE, OR BY DOWNLOADING A COPY FROM www.rosenthalco.com/mitchellvmetlife.
13. **If the Consent Decree Is Not Approved.** If the Consent Decree is not finally approved by the Court, the conditional settlement will be voided, no money will be paid, and litigation of the case will continue. However, if that happens there is no assurance: (a) that a class will be certified; (b) that the litigation would result in a judgment favorable to the class; (c) that a favorable judgment, if any, would be as favorable to the class as this settlement; or (d) that any such favorable judgment would be upheld on appeal.
14. **Address Changes.** It is your responsibility to keep Rosenthal & Company LLC updated with your address. If you do not inform Rosenthal & Company LLC of any address corrections or changes, any potential entitlement you may have to receive a monetary award may be forfeited. Please sign and mail or email any change of address along with your Social Security number, date of birth, former address and new address to: *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177 or mitchellvmetlife@rosenthalco.com.

Dated this 18th day of August, 2003.

/s/ Hon. William H. Pauley III
Hon. William H. Pauley III
United States District Court
Southern District of New York

CLAIM FORM INSTRUCTIONS

INSTRUCTIONS FOR FILING A CLAIM FOR MONETARY AWARD

IMPORTANT NOTICE: IN ORDER FOR YOUR CLAIM FOR A MONETARY AWARD TO BE CONSIDERED, YOU MUST MAIL YOUR CLAIM FORM TO ROSENTHAL & COMPANY LLC, AND IT MUST BE POSTMARKED ON OR BEFORE NOVEMBER 24, 2003.

1. You are eligible to file the enclosed Claim Form ONLY IF you are an "eligible member of the Settlement Class." The Settlement Class includes all women employed as Financial Services Representatives, or Functional Managers, Second Line Managers and/or First Line Managers (collectively referred to as "Agency Managers") by Metropolitan Life Insurance Co. in its MetLife Financial Services Division (formerly known as "MLFS") on or after August 27, 1999 through August 18, 2003 (the "Class Period"). Settlement Class members whose claims against MetLife for alleged gender discrimination were adjudicated or settled and who, following such adjudication or settlement, were not employed by MLFS in a Financial Services Representative or Agency Manager position, are not "eligible members of the Settlement Class" and are not eligible to receive any monetary relief under the terms of this settlement.
2. Under the terms of the settlement, each eligible Settlement Class member who files a timely claim executed under penalty of perjury is entitled to a minimum payment of One Thousand Dollars (\$1000.00) from the Monetary Claim Fund established by MetLife in settlement of this case.
3. In addition, each eligible Settlement Class member who files a timely claim executed under penalty of perjury is entitled to a pro rata share of the remaining Monetary Claim Fund (in accordance with the terms of the Consent Decree) based on an assignment of points for: (i) her total combined tenure as an FSR or MLFS Agency Manager, (ii) the MLFS positions she held during the Class Period, (iii) recognition for the time and effort she spent participating in pre-certification discovery, and (iv) status as a former MetLife employee. The assignment of points is as follows:

a. Tenure Points

<u>TENURE POINTS</u>	
Employment in an FSR or MLFS Agency Manager position for less than one year	5 points
Employment in an FSR or MLFS Agency Manager position for one to up to two years	10 points
Employment in an FSR or MLFS Agency Manager position for two to five years	15 points
Employment in an FSR or MLFS Agency Manager position for more than five years	20 points

b. MLFS Position Points

<u>MLFS POSITION POINTS</u>	
Financial Service Representative (FSR)	5 points
Functional Manager	10 points
Second Line Manager	15 points
First Line Manager	20 points

An eligible Settlement Class member who held more than one MLFS position during the Class Period shall be entitled to points only for the highest position held.

c. Points for Time and Effort Participating in Pre-certification Discovery

<u>TIME AND EFFORT PARTICIPATING IN PRE-CERTIFICATION DISCOVERY POINTS</u>	
Provided sworn declaration to Class Counsel	5 points
Provided sworn declaration to Class Counsel and was deposed by MetLife's counsel	10 points

d. Points for Former MetLife Employee Status

<u>FORMER METLIFE EMPLOYEE POINTS</u>	
Former MetLife employee	10 points

These points are in recognition that former employees will not participate in the programmatic relief that MetLife will implement under the Consent Decree.

4. The enclosed Claim Form and point assignment were prepared with information obtained from MetLife's records. Please review the claim form and point assignment carefully. If the information, including point assignment, is accurate, and you wish to file a claim for a monetary payment, you must complete, sign and date the form and return it to Rosenthal & Company LLC postmarked on or before November 24, 2003.
5. Eligible Settlement Class members wishing to challenge the points assigned to her must do so in writing postmarked no later than October 10, 2003. An eligible Settlement Class member challenging the points assigned to her must provide documentation supporting her challenge (e.g., a W-2 form indicating the Settlement Class member was employed by MetLife in an FSR or MLFS Agency Manager position for a period longer than that reflected by the eligible Settlement Class member's assigned tenure points). The Claims Administrator shall notify each eligible Settlement Class member who challenges her assigned points of the Claims Administrator's determination of the challenge and the eligible Settlement Class member's reassigned points, if any, no later than thirty (30) days after the Claims Administrator's receipt of the written challenge to assigned points.
6. You must provide your Social Security number on your Claim Form to be considered.
7. You must sign and date your Claim Form under penalty of perjury.
8. You should use the self-addressed envelope to mail your Claim Form to: *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177.
9. Your Claim Form must be postmarked by November 24, 2003. You must put the proper postage on your Claim Form envelope.
10. It is your responsibility to keep the Claims Administrator updated with your address. If you do not inform the Claims Administrator of any address change or correction, any potential entitlement you may have to receive a monetary award may be forfeited. Please sign and mail or email any change of address along with your Social Security number, date of birth, former address and new address to: *Mitchell v. Metropolitan Life Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177 or mitchellvmetlife@rosenthalco.com.
11. The Claims Administrator will notify eligible Settlement Class members who file timely claims of their pro rata share of the Class Monetary Fund.
12. The law prohibits retaliation against any person who files a claim for a monetary award.

If you would like further information regarding the settlement you may consult with the Claims Administrator free of charge by calling 1-800-207-0343. Do NOT contact MetLife or the Court for any information regarding this Claim Form.

REMEMBER – IN ORDER FOR YOUR CLAIM TO BE CONSIDERED YOU MUST SIGN AND DATE THE CLAIM FORM UNDER PENALTY OF PERJURY AND YOU MUST MAIL IT, POSTMARKED ON OR BEFORE NOVEMBER 24, 2003, TO:

Mitchell v. Metropolitan Life Insurance Co. Claims Administrator
c/o Rosenthal & Company LLC
P.O. Box 6177
Novato, CA 94948-6177