

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

STELLA MITCHELL, HWA-MEI C. GEE,
DURPATTY PERSAUD, and JANET
RAMSEY, on behalf of themselves and all
others similarly situated, and BARBARA
LaCHANCE, individually

Plaintiffs,

v.

METROPOLITAN LIFE INSURANCE
COMPANY, INC., dba METLIFE,

Defendant.

CASE NO. 01-CIV-2112 (WHP)

CONSENT DECREE

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I. INTRODUCTION

A. This Consent Decree ("Decree") sets forth the full and final terms by which the Class Representatives, on behalf of themselves and the other Settlement Class members, as defined below in Section VI(B), as well as Named Plaintiff Barbara LaChance and Defendant, Metropolitan Life Insurance Company, Inc., d/b/a MetLife (hereinafter "MetLife") have settled and resolved all claims that were or could have been raised in the Initial Complaint, First Amended Complaint, or Second Amended Complaint in the Mitchell Action.

B. The Class Counsel and MetLife have entered into this Decree voluntarily, and have submitted this Decree to the United States District Court for the Southern District of New York for approval.

II. DEFINITIONS

The following terms when used in this Decree shall have the following meanings:

A. "Agency Management Position" or "Sales Management Position" or "Benchmark Position" means Managing Director (First-line manager), Agency Director (Second-line manager), and Functional Manager, or equivalent positions in the event these positions are reorganized, changed, modified, or eliminated during the Term of this Decree.

B. "Agency Managers" means individuals holding "Agency Management Positions."

C. "Approval Date" means the date upon which the Court signs the Decree after determining that it is fair, adequate and reasonable.

D. "Best Efforts" means reasonable steps consistent with prudent business practices to realize or comply with the specific objective to which the Best Efforts are directed. Where no time frame is otherwise specified in this Decree, Best Efforts shall be utilized within a reasonable time period. Best Efforts shall not require the taking of steps that would result in unreasonable burden or expense to MLFS or MetLife.

E. "Claims Administrator" means Rosenthal & Company LLC and any of its employees.

F. "Class Counsel" means the Law Offices of Outten & Golden of New York, New York and Goldstein, Demchak, Baller, Borgen & Dardarian of Oakland, California.

G. "Class Representatives" means Stella Mitchell, Hwa-Mei C. Gee, Durpatty Persaud, and Janet Ramsey, who have been designated as class representatives for the Settlement Class members in this Decree.

H. "Court" means the United States District Court for the Southern District of New York.

I. "Effective Date" is the date following Final Approval of this Decree on which the later of the following has occurred: (1) the time for appeal from Final Approval of this Decree has run without an appeal being filed; (2) if a timely appeal is filed, the final resolution of that appeal (including any requests for rehearing and/or petitions for a writ of certiorari), and/or the expiration of any time period for any further appeal, resulting in final judicial approval of the Decree; or (3) the date on which no further appeals, requests for rehearing and/or petitions for a writ of certiorari can be filed in connection with the Decree.

J. "Final Approval" means the entry of this Decree on the Approval Date by the Court, and entry by the Court of the Final Judgment and Order.

K. "Final Approval Hearing" means the fairness hearing held by the Court at which any challenges to this Decree are heard.

L. "First Amended Complaint" means the amended complaint filed in the Mitchell Action on June 13, 2002.

M. "Gender Discrimination" or "Discriminating on the Basis of Gender" means unlawful discrimination against employees on the basis of their sex or gender in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq.

N. "Initial Complaint" means the complaint filed in the Mitchell Action on March 13, 2001.

O. "Liability Period" means the period between August 27, 1999 and the Preliminary Approval Date.

P. "Mitchell Action" means the action captioned Stella Mitchell, et al. v. Metropolitan Life Insurance Company, Inc. dba MetLife, 01 Civ. 2112 (WHP), brought in the United States District Court for the Southern District of New York.

Q. "MLFS" means the MetLife Financial Services Division of MetLife, or the equivalent organization or organizational unit in the event this Division is reorganized, changed, modified, or eliminated during the Term of this Decree.

R. "Named Plaintiffs" means the Class Representatives and Barbara LaChance in their capacity as the party plaintiffs in the Mitchell Action.

S. "Preliminary Approval Date" means the date upon which the Court enters an Order preliminarily approving this Decree; conditionally certifying the Settlement Class; and establishing the procedures for class notice and Final Approval of this Decree.

T. "Sales Position" means a Financial Services Representative ("FSR") position within MLFS.

U. "Second Amended Complaint" means the complaint filed in the Mitchell Action on April 2, 2003.

V. "Settlement Class" is defined in Section VI(B).

W. "Term of the Decree" is the period from the Effective Date until the expiration of the Decree pursuant to Section V(B) on December 31, 2006.

III. LITIGATION BACKGROUND

On March 13, 2001, five female current or former employees of MetLife, Stella Mitchell, Hwa-Mei C. Gee, Barbara LaChance, Durpatty Persaud, and Janet Ramsey, filed a complaint (the "Initial Complaint") on behalf of themselves as individuals and on behalf of other similarly situated female employees of MLFS pursuant to the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, as amended, 42 U.S.C. § 1981a ("Title VII"), the New York State Human Rights Law, New York Executive Law §§ 290 *et seq.* ("NYSHRL"), and Title 8 of the Administrative Code of the City of New York ("Title 8"). The Initial Complaint, captioned Mitchell, et al. v. Metropolitan Life Insurance Co., Inc., dba MetLife, Case No. 01 Civ. 2112

(WHP), filed in the United States District Court for the Southern District of New York, raised various allegations of employment discrimination on the basis of gender. Plaintiffs filed a First Amended Complaint on June 13, 2002, and a Second Amended Complaint on April 2, 2003.

MetLife categorically denies that it has engaged in any act, policy, pattern or practice of gender discrimination against Plaintiffs or any other female current or former MLFS employees, and maintains that its female MLFS employees are accorded the same terms and conditions of employment as similarly situated male employees. MetLife further contends that it is in compliance with all applicable federal, state and local fair employment laws and regulations.

On March 20, 2002, the Court, upon MetLife's motion, disqualified the law firm of Lief, Cabraser, Heimann & Bernstein from continuing to represent the Plaintiffs and the putative class. In late April 2002, the law firm of Goldstein, Demchak, Baller, Borgen & Dardarian appeared on behalf of Plaintiffs and the putative class as co-counsel with Plaintiffs' original counsel, Outten & Golden.

Commencing in 2002 and continuing through early 2003, the parties to the Mitchell Action engaged in extensive discovery. Plaintiffs deposed twenty-four (24) MetLife managers and other personnel. MetLife deposed all of the Named Plaintiffs and thirty (30) current or former MetLife employees who had submitted declarations in support of certification of the class. Additionally, the parties to the Mitchell Action deposed each other's statistical and sociological experts. MetLife produced approximately 130,000 pages of documents in response to the Plaintiffs' discovery requests. MetLife also produced voluminous computerized work history, demographic, and earnings data regarding the MLFS workforce.

Plaintiffs filed a motion for class certification on February 28, 2003. Plaintiffs supported that motion with declarations of putative class members, excerpts from the deposition testimony of MetLife managers and other personnel, documents obtained from MetLife during discovery, the reports of Plaintiffs' statistical and sociological experts, and other evidence. MetLife filed its opposition to Plaintiffs' class certification motion and supporting documentation and reports on April 30, 2003.

MetLife and Class Counsel agree that the formal discovery conducted in this action, the depositions taken by both sides, and the documents, statistical and other information produced or exchanged during the litigation and settlement discussions, are sufficient to assess the merits of the respective Mitchell Action parties' positions and to compromise the issues on a fair and reasonable basis. This Decree shall constitute a resolution of all claims that were or could have been asserted in Plaintiffs' Initial Complaint, First Amended Complaint and Second Amended Complaint. As indicated by the signature of counsel at the end of this document, Class Counsel and MetLife have consented to the entry of this Decree.

IV. JURISDICTION

This Court has jurisdiction over the Mitchell Action parties and the subject matter of this action. Venue is proper in this District. This Court shall retain jurisdiction of this action during the Term of the Decree solely for the purpose of entering any orders authorized hereunder.

V. EFFECTIVE DATES AND DURATION OF CONSENT DECREE

A. This Decree shall become effective immediately upon the Effective Date, as defined in Section II(I).

B. The provisions of this Decree and the agreements contained herein shall remain in effect during the Term of the Decree. Unless earlier terminated pursuant to Section XII(D)(3), this Decree will automatically expire at the conclusion of the Term of the Decree without further Order of the Court.

VI. SETTLEMENT CLASS

A. The Settlement Class may be certified pursuant to Federal Rule of Civil Procedure 23(b)(2) for purposes of the monetary and injunctive relief provided in this Decree.

B. The Settlement Class consists of all women who have been employed in a Sales Position or Sales Management Position in MLFS at any time on or after August 27, 1999 through the Preliminary Approval Date.

C. The Settlement Class closes on the Preliminary Approval Date. All women hired or appointed by MetLife into a Sales Position or Sales Management Position after the Preliminary Approval Date may avail themselves of the equitable relief provided in this Decree, but are not entitled to any portion of the monetary relief provided for herein.

D. Settlement Class members who have filed a timely request to opt out of the monetary relief provisions of the Decree in accordance with the provisions of Section XII(D)(1)(c) shall not be held to release their claims, if any, for individual monetary relief. All Settlement Class members who have not timely opted out, shall be bound by the provisions of the Decree, including the release of claims as provided for in Section VII(A)(2).

E. 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 relief under this Decree. Annexed as Exhibit A is a list of Settlement Class members covered by this provision. All other Settlement Class members shall be referred to as "eligible Settlement Class members."

F. If this Decree is not approved by the Court, fails to become effective in accordance with its terms, or if, following approval by the Court, such approval is reversed or modified:

1. The Mitchell Action parties shall be restored to their respective positions in this action as of June 1, 2003 and this Decree shall have no force or effect;

2. This Decree shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, including, but not limited to, any issue concerning the class certification requirements of Fed. R. Civ. P. 23 or the satisfaction thereof;

3. None of the Mitchell Action parties will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of class certification; and

4. The conditional and preliminary certification of the Settlement Class shall automatically become null and void and the fact of such preliminary certification shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, including, but not limited to, any issue concerning the class certification requirements of Fed. R. Civ. P. 23 or the satisfaction thereof.

VII. RELEASE OF CLAIMS

A. Release

1. Named Plaintiffs

a. Following the Effective Date of the Decree and before payment to them of the sums provided for in Section XII(A)(1)(c) of this Decree, each Named Plaintiff shall execute a general release in the form annexed hereto as Exhibit B.

b. In the event that any Class Representative fails or refuses to execute a general release as provided for in this Section, such Class Representative (i) shall not be entitled to receive any payment under this Decree pursuant to Section XII(F); and (ii) shall be deemed to have released all claims as a Settlement Class member in accordance with Section VII(A)(2) of the Decree.

2. Settlement Class Members

a. In consideration of the provisions of this Decree, each member of the Settlement Class releases and waives all claims that were or could have been asserted in the Initial Complaint, the First Amended Complaint, and the Second Amended Complaint and all claims concerning acts, omissions, nondisclosures, or oral or written statements or representations in connection with or directly or indirectly relating to the Decree or the settlement of the Mitchell Action 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).

b. Each member of the Settlement Class who is a resident of California expressly waives the protection of Section 1542 of the Civil Code of the State of California, which states that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each member of the Settlement Class who is a resident of any other state or jurisdiction with a similar state, local or other legal provision expressly waives the protection of such provision.

c. With respect to the assertion of claims against MetLife that are not released under this Decree, there has been no tolling of any relevant statute of limitations by virtue of the filing or pendency of the Mitchell Action or any charges filed by the Named Plaintiffs' with the Equal Employment Opportunity Commission ("EEOC"), or any other state or local agency.

B. No Bar to Future Claims

Nothing in this Decree shall be construed to bar any claims by members of the Settlement Class or the Named Plaintiffs that may arise after the Effective Date of this Decree.

VIII. MISCELLANEOUS PROVISIONS

A. Calculation of Time

In calculating any period of time prescribed or allowed by the Decree, unless otherwise stated, such computation or calculation shall be made in the manner provided by Federal Rule of Civil Procedure 6(a), as it may be modified from time to time.

B. No Admission of Liability

1. Neither this Decree nor any of its terms constitute any admission on the part of MetLife of any previous or present violation of law or any liability whatsoever to the Named Plaintiffs or the Settlement Class. This Decree does not and will not be deemed to constitute an admission by any party to the Mitchell Action as to the validity or accuracy of any of the allegations, assertions, or claims made in the Mitchell Action. No findings of any kind have been made or issued by the Court concerning the merit or lack of merit of any of the allegations made by Mitchell Action Plaintiffs and this Decree does not constitute any such finding.

2. MetLife has maintained throughout this litigation, and continues to maintain, that it is and has been in full and complete compliance with the provisions of Title VII, the New York State Executive Law, the New York City Administrative Code, the common law of any jurisdiction, and all other federal, state, or local laws, statutes, ordinances, regulations, rules or executive orders prohibiting discrimination in employment. MetLife has agreed to settle the claims asserted by the Named Plaintiffs on behalf of themselves and the Settlement Class solely in order to avoid the expense, burdens, and distractions that would be involved in continued litigation.

C. Modification of the Consent Decree

1. Class Counsel and MetLife will have the sole and exclusive right to seek modification of the Decree from the Court. MetLife and Class Counsel shall engage in the "Meet and Confer" Process set forth in Section VIII(H)(1) concerning any desired modifications to the Decree before moving the Court for modification. Any modifications sought by either MetLife or Class Counsel, including but not limited to modifications shortening the Term of the Decree, shall not be subject to the Special Master review procedures set forth in Section VIII(H)(3).

2. Upon completion of the "Meet and Confer" Process set forth in Section VIII(H)(1), Class Counsel and/or MetLife may move the Court to modify the terms of the Decree if:

a. There is a change in the operations of MetLife covered by this Decree that materially impairs the purposes of the Decree or MetLife's ability to comply with one or more provisions of the Decree;

b. Changed circumstances relating to MetLife's business operations or the competitive environment will create, or can reasonably be expected to create, an additional and unreasonable burden on MetLife with regard to continued compliance with any provision of the Decree.

3. On application for a modification of the Decree, the movant shall bear the burden of proving by clear and convincing evidence that circumstances make such modification necessary, after an opportunity for the other party to be heard on the motion.

4. Class Counsel and MetLife shall bear their own attorney's fees and costs in seeking or opposing modification of the Decree.

D. Duty To Support and Defend the Decree

1. The Class Representatives, Class Counsel and MetLife each agree to use their Best Efforts to defend the Decree from any legal challenge, whether by appeal or collateral attack.

E. Effective Date

1. The Effective Date is defined in Section II(I).

2. Upon the occurrence of the events that determine the Effective Date, as set forth in Section II(I), Class Counsel and MetLife shall agree in writing upon a specific date that will thereafter be deemed the Effective Date for the purposes of this Decree.

F. Deadlines

Class Counsel and MetLife recognize that from time to time unforeseen events, including, but not limited to, exigent business circumstances and personnel issues, may cause delays in complying with the provisions of this Decree, no matter how well intentioned and diligent they may be. Accordingly, with regard to the provisions of this Decree that require certain acts to be taken within specified time periods, MetLife and Class Counsel understand and agree that in the event either determines that an action required by this Decree cannot be taken within the specified time period, that either MetLife or Class Counsel, as the case may be, shall: (i) promptly notify the other party that it anticipates a delay; (ii) provide, in writing, the reasons

for the delay; and (iii) suggest a proposed alternative deadline. MetLife and Class Counsel shall endeavor to cooperate in reasonably rescheduling such deadlines; however, if they are unable to agree, the matter shall be resolved in accordance with the Dispute Resolution Procedures set forth in Section VIII(H) of this Decree.

G. Review and Comment

Except where specifically provided otherwise, the following standards shall apply to any provision of this Decree (including Sections IX(B), (D), (F), (G), (I), (J), (L)-(O)) that requires MetLife to undertake a specified task and to produce the work product developed pursuant to that task to Class Counsel before MetLife implements such work product.

1. MetLife shall produce a copy of the work product to Class Counsel at least thirty (30) days before MetLife intends to implement the work product.

2. Class Counsel shall have the right to review and provide comments to MetLife on the work product. Class Counsel shall provide their comments to MetLife within fourteen (14) days of Class Counsel's receipt of the work product.

3. MetLife shall not be required to modify its work product to incorporate Class Counsel's comments before it implements the work product. However, MetLife shall not implement the work product until it has received Class Counsel's comments (provided such comments are timely provided) and MetLife shall give good faith consideration to Class Counsel's comments.

4. Class Counsel shall not initiate the Dispute Resolution Procedures described in Section VIII(H) of this Decree based on Class Counsel's review of MetLife's work

product unless Class Counsel believes and can demonstrate that, in developing the subject work product, MetLife failed to utilize professional standards and/or methodologies generally accepted in the relevant field(s) of expertise applicable to the subject work product.

5. Should it become necessary for MetLife and/or Class Counsel to utilize the Dispute Resolution Procedures described in Section VIII(H) of this Decree to resolve a dispute regarding MetLife's compliance with any obligation covered by this Section, the Special Master's review shall be limited to determining whether, in developing the subject work product, MetLife failed to utilize professional standards and/or methodologies generally accepted in the relevant field(s) of expertise applicable to the subject work product. Class Counsel shall bear the burden of demonstrating MetLife's failure to comply with this Section. If either party appeals the decision of the Special Master, the Court's standard of review will be the same as the Special Master's standard of review as set forth in this Section.

6. If, during the term of this Decree, MetLife materially revises or modifies the work product it developed and implemented under any provision of this Decree, MetLife shall provide a copy of the revised work product to Class Counsel at least fifteen (15) days before MetLife intends to implement the revised work product. Class Counsel shall have the right to review and comment on the revised work product, in accordance with the standards and procedures set forth in paragraphs 2-5, above.

H. Dispute Resolution Procedures

1. "Meet and Confer" Process

a. At the request of Class Counsel or MetLife, Class Counsel and MetLife shall confer as necessary, and MetLife and Class Counsel shall use their Best Efforts to resolve promptly any disputes regarding the interpretation or implementation of the Decree, including MetLife's compliance with any of its provisions.

b. Except where specifically provided otherwise, the procedure for resolution of any dispute regarding compliance with any provisions of the Decree shall be as follows:

(i) If Class Counsel or MetLife has good reason to believe that a legitimate dispute exists, the initiating party shall promptly give written notice to the other party, which shall include: (a) a reference to the specific provision(s) of the Decree that is (are) involved; (b) a statement of the issues; (c) a statement of the remedial action sought by the initiating party; and (d) a brief statement of the specific facts, circumstances and any other arguments supporting the position of the initiating party;

(ii) Within fourteen (14) days after receiving such notice, the non-initiating party shall respond in writing to the statement of facts and arguments set forth in the notice and shall provide its written position, including the facts and arguments upon which it relies in support of its position;

(iii) Class Counsel and MetLife shall thereafter undertake good-faith negotiations, which should include a meeting by telephone or in person and the exchange of relevant documents and/or other information, to attempt to resolve the issue(s) in dispute.

2. Special Master

a. MetLife and Class Counsel agree to the appointment of Michael D. Young, Esq., as Special Master in connection with the Dispute Resolution Procedures contained in this Section. The Special Master may be replaced or removed (i) at the joint written request of Class Counsel and MetLife; or (ii) by order of the Court upon motion of either MetLife or Class Counsel demonstrating that good cause exists for the removal of the Special Master.

b. In the event that the Special Master or his successor ceases to function as Special Master due to death, disability, voluntary resignation, the joint written request of Class Counsel and MetLife, or an order of the Court, Class Counsel and MetLife shall make a good faith effort to select a new Special Master by mutual agreement.

c. If Class Counsel and MetLife are unable to reach agreement as to a successor Special Master within forty-five (45) days following the date the designated Special Master ceases to function in that capacity, the Court, upon motion of either Class Counsel or MetLife, shall appoint a successor Special Master. Class Counsel or MetLife may nominate to the Court persons for consideration as successor Special Master. Both Class Counsel and MetLife shall have the right to interview any nominated person and to present argument and evidence to the Court regarding the selection of a successor Special Master.

3. Referral to a Special Master

a. If Class Counsel and MetLife fail to resolve any differences or disputes regarding the interpretation or implementation of the Decree pursuant to the Meet and Confer Process, Class Counsel or MetLife may file a motion with the Special Master, with a

supporting brief, requesting resolution of the dispute or the issue of non-compliance, provided, however, (i) that prior to the filing of such motion, the initiating party has served a written notice of "impasse" upon the other party, and (ii) that such motion shall be limited to the dispute(s) and/or issue(s) as to which the Meet and Confer Process was exhausted;

b. The non-moving party will have fourteen (14) days to respond to any such motion; and

c. The Special Master shall attempt, within fourteen (14) days after filing of the final brief, to resolve the dispute and may schedule a telephonic or in-person hearing or other proceeding to resolve the matter. The Special Master shall issue a written decision, which shall state: (i) the issue to be determined; (ii) the resolution of the Special Master; and (iii) a summary of the facts and Decree provisions relied on. The Special Master's jurisdiction and authority shall be limited to the enforcement of the terms of the Decree; the Special Master shall not add to, detract from, or otherwise modify the terms of the Decree. The Special Master shall not have the authority to issue penalties or sanctions against either MetLife (or its counsel) or Class Counsel.

4. Either Class Counsel or MetLife may appeal a decision of the Special Master to the Court provided that such an appeal is filed within fourteen (14) days of the decision by the Special Master. Any such appeal shall be brought by motion pursuant to the Local Rules of the Court and Federal Rules of Civil Procedure. The decision rendered by the Special Master shall be affirmed unless the Court finds that the Special Master abused his discretion or disregarded the law or the terms of this Decree.

5. The provisions of this Section shall not preclude Class Counsel or MetLife from bringing a dispute directly before the Court for resolution when immediate Court action is required to prevent a material violation of the terms of this Decree with respect to which the Meet and Confer Process could not provide a meaningful remedy. The moving papers shall explain the facts and circumstances that allegedly necessitate immediate action by the Court, and the opposing party shall be provided with appropriate actual notice of no less than twenty-four (24) hours, and an opportunity to be heard in opposition to the motion. The Court in its discretion may set such procedures for emergency consideration as are appropriate and reasonable to the particular facts or circumstances, but no such matter may be conducted on an ex parte basis.

6. MetLife agrees to pay up to \$50,000 (Fifty Thousand Dollars) for the fees and expenses of the Special Master during the Term of this Decree. In the event that such fees and expenses are less than \$50,000 (Fifty Thousand Dollars), the balance of such amount shall be spent by MetLife on the Recruitment Efforts identified in Section IX(K).

7. Except as provided for in Section XIII, Class Counsel and MetLife shall bear their own attorney's fees and costs in utilizing the Dispute Resolution Procedures.

I. No Third Party Beneficiaries

1. The Named Plaintiffs and Settlement Class members are not third party beneficiaries of this Decree, and they shall have no right to bring any action for any alleged violation of this Decree. Only Class Counsel, on behalf of the Settlement Class and the Named Plaintiffs, and MetLife, shall have authority to bring an action to enforce this Decree.

J. Use of the Decree

1. MetLife, the Named Plaintiffs, the Settlement Class and Class Counsel agree that (i) this Decree shall not be used for any purpose whatsoever, except as required by law or regulation, other than in connection with satisfying and determining the obligations and terms set forth in this Decree; and (ii) this Decree shall not be offered or admitted as evidence in any action or proceeding not provided for by this Decree, except as may otherwise be required by law or regulation.

IX. INJUNCTIVE RELIEF PROVISIONS

A. Decree Monitor

1. Selection of Decree Monitor

a. Following Final Approval, and prior to the Effective Date, MetLife shall designate a Decree Monitor. The Decree Monitor shall have overall responsibility for overseeing and monitoring MetLife's implementation and compliance with the terms of the Decree.

b. In the event the Decree Monitor ceases to function in that role, MetLife shall designate a replacement Decree Monitor as soon as practicable but no later than thirty (30) days after the Decree Monitor ceases to function in that role.

c. In selecting a successor Decree Monitor, MetLife shall follow the following procedures:

(i) MetLife shall use its Best Efforts to designate an individual who is qualified to perform the duties and responsibilities set forth in Section IX(A)(2).

(ii) MetLife shall notify Class Counsel of the identity of any successor Decree Monitor and shall provide Class Counsel with information on the background, education, experience and qualifications of the designated successor at least twenty-one (21) days in advance of the appointment.

(iii) Class Counsel shall inform MetLife of their views on the designee's qualifications and suitability for the Decree Monitor position as soon as practicable, but no later than fourteen (14) days after MetLife notifies Class Counsel of its intent to appoint a successor Decree Monitor.

(iv) Except as specifically set forth, nothing herein shall limit MetLife's discretion in selecting and appointing a Decree Monitor.

2. Duties of Decree Monitor

a. The Decree Monitor shall be responsible for overseeing MetLife's implementation of the Decree and shall have the following responsibilities:

(i) Monitoring the establishment, implementation, and review of the Benchmarks created pursuant to Section IX(H);

(ii) Reviewing complaints of Gender Discrimination brought by women in Sales Positions and Sales Management Positions, and received by the Human Resources Department or the Law Department, for the purpose of determining patterns or trends;

(iii) Meeting with the Senior Vice President, MetLife Distribution and the Zone Vice Presidents on a semi-annual basis to report on MetLife's implementation of the Decree, including but not limited to MetLife's achievement of the Benchmarks defined in Sections IX(H)(5)-(6) and other measurable outcomes of the company's performance, and making recommendations to these officers on Decree implementation or other issues the Decree Monitor identifies.

(iv) Meeting with Class Counsel on a semi-annual basis during the first year of the Decree, and then annually during the remaining two years of the Decree, to report on MetLife's implementation of the Decree.

(v) Submitting to Class Counsel progress reports and other monitoring and reporting documents and information as provided for in Sections IX and XI.

(vi) Performing any other tasks which the Decree specifies shall be performed by the Decree Monitor.

3. MetLife shall provide such support staff, funds and other resources to the Decree Monitor as may be reasonably necessary to discharge MetLife's obligations under the Decree. MetLife anticipates that it will expend approximately \$750,000 (Seven Hundred Fifty Thousand Dollars) in direct and indirect compensation of the Decree Monitor during the Term of the Decree.

B. Internal Complaint Procedure

1. MetLife shall maintain a written internal complaint procedure for the purpose of resolving "Covered Complaints" within MLFS. "Covered Complaint" shall mean

any complaint by a woman holding a Sales Position or Sales Management Position within MLFS asserting that she has been the subject of Gender Discrimination during the Term of the Decree. MetLife will produce a copy of its written internal complaint procedure to Class Counsel for review and comment pursuant to Section VIII(G) within ten (10) business days of the Effective Date and shall implement the written internal complaint procedure no later than sixty (60) days following the Effective Date.

2. At its election, MetLife may extend the operation of the internal complaint procedure to other employees and/or other types of complaints without broadening its obligations hereunder, which are strictly limited to complaints of Gender Discrimination by a woman holding a Sales Position or Sales Management Position within MLFS.

3. MetLife's internal complaint procedure will permit an employee to initiate a Covered Complaint by submitting a complaint in hard copy or electronic format (i.e., e-mail) to a Human Resources Generalist ("HR Generalist") whose responsibility shall be to receive and investigate such complaints.

4. HR Generalists will utilize their Best Efforts to conduct face-to-face interviews of significant fact witnesses when investigating Covered Complaints that involve significant credibility determinations or allegations of egregious behavior.

5. No individual who is the subject of a Covered Complaint shall play a role in the decision-making process with respect to the resolution of such Covered Complaint.

6. An HR Generalist (or his/her designee) shall retain in a central location copies of all written Covered Complaints made by MLFS employees during the Term of the

Decree and the written findings of the investigation. An HR Generalist (or his/her designee) also shall prepare a quarterly report on all such complaints, that will include the name, gender, job position and sales office location of the complainant; a brief summary of the nature of the complaint; the names, gender, job positions, and office locations of the subject(s) of the complaint; a brief summary of the status and nature of the investigation conducted; the final disposition of the investigation, and what, if any, corrective action was taken.

7. The HR Generalists will provide a copy of the quarterly report referenced in this Section to the Decree Monitor, the Senior HR Generalist for MLFS, and a report of the complaints arising in each Zone to the Zone Vice President of that Zone.

8. The internal complaint procedure established by this Section is not intended to alter the right of any employee to file a charge or complaint of discrimination or retaliation under any applicable local, state, or federal law, and shall not be interpreted to (i) alter any applicable time limitations for the filing of any such charge or complaint, or (ii) add to, detract from, or otherwise modify any defenses thereto.

C. HR Generalists

1. MetLife will hire a minimum of six (6) additional HR Generalists to support MetLife Financial Services. MetLife will use its Best Efforts to have such HR Generalists in place by no later than ninety (90) days following the Effective Date.

2. MetLife shall not permit any of the newly hired HR Generalists to investigate Covered Complaints until he or she has received at least eight (8) hours of professional training in fair employment laws and complaint investigations.

3. MetLife estimates that a minimum of \$900,000 (Nine Hundred Thousand Dollars) will be spent or incurred in connection with the hiring of additional HR Generalists during the first full year of the Decree. The Decree Monitor shall provide Class Counsel with a year-end break-down for 2004 of the actual direct and indirect costs of such HR Generalists.

D. Equal Employment Opportunity Policies

1. The Decree Monitor will provide a copy of MetLife's written anti-discrimination and anti-harassment policy to Class Counsel for review and comment pursuant to Section VIII(G) within ten (10) business days following the Effective Date. MetLife's anti-discrimination and anti-harassment policy shall provide, inter alia, that upon a finding of a violation of the policy, MetLife shall take appropriate corrective action, up to and including termination, with respect to anyone found to have violated the policy.

2. MetLife will distribute its anti-discrimination and anti-harassment policy and internal complaint procedure to all MLFS employees by electronic means during the second quarter of 2004 and on an annual basis thereafter during the Term of the Decree. No later than sixty (60) days after the Effective Date, MetLife shall post its anti-discrimination and anti-harassment policy and internal complaint procedure on an intranet site accessible to all MLFS employees, and shall maintain such posting during the Term of the Decree.

E. Communication of Consent Decree Requirements

No later than ten (10) days after the Effective Date, MetLife shall provide to each of its Zone Vice Presidents and Managing Directors (First-line managers) in MLFS a copy of the

Summary of Consent Decree, which is attached hereto as Exhibit C, explaining the basic obligations under the Decree.

F. Diversity Training

1. MetLife will complete its roll-out of diversity training to all incumbent MLFS FSRs, Agency Managers, Regional Vice Presidents, and Zone Vice Presidents who have not yet attended that training by December 31, 2005. Such training shall be mandatory. MetLife shall use its Best Efforts to provide the training to all newly hired MLFS FSRs and newly hired and/or newly appointed Agency Managers, and Zone Vice Presidents within six (6) months of their hire or appointment date.
2. MetLife shall provide this diversity training in a live format.
3. The Decree Monitor shall be responsible for ensuring that procedures are in place to verify that all MLFS FSRs, Agency Managers, and Zone Vice Presidents receive this diversity training.
4. At a minimum, this diversity training shall include topics that address the dimensions of diversity, including gender; conditioning and socialization around differences in the workplace; and insights into behavioral styles, including gender differences, in workplace situations. MetLife shall provide the proposed curriculum incorporating these topics to Class Counsel for review and comment pursuant to Section VIII(G) no later than sixty (60) days after the Effective Date.
5. MetLife estimates that a minimum of \$1,600,000 (One Million Six Hundred Thousand Dollars) in direct and indirect costs will be spent or incurred in implementing

this diversity training. The Decree Monitor shall provide Class Counsel with a year-end breakdown for 2004 and 2005 of the amounts spent or costs incurred in respect of such training.

G. Job Analyses and Descriptions

1. MetLife will conduct a job analysis of the Functional Manager, Agency Director (Second-line manager) and Managing Director (First-line manager) positions, which will be completed no later than six (6) months after the Effective Date. Such job analyses will be conducted either by MetLife employees with professional experience in conducting job analyses or by outside consultants with such expertise. The Decree Monitor will provide a copy of the resumes of the employees or outside consultants who will be responsible for conducting the job analyses to Class Counsel no later than thirty (30) days after the Effective Date.

2. Based on the results of the job analyses to be conducted pursuant to Section IX(G)(1) above, MetLife will develop written job descriptions and selection criteria for the Functional Manager, Agency Director (Second-line manager) and Managing Director (First-line manager) positions. The Decree Monitor will provide copies of such job descriptions and selection criteria to Class Counsel for review and comment pursuant to Section VIII(G) no later than eight (8) months after the Effective Date. MetLife and Class Counsel recognize that there will be flexibility in the application of the selection criteria developed depending upon the needs of the particular sales office making a selection.

3. No later than ten (10) months after the Effective Date, MetLife will distribute such job descriptions and selection criteria to all MLFS employees electronically and shall post such job descriptions and selection criteria on an intranet site accessible to all MLFS employees during the Term of the Decree.

H. Benchmarks

1. In an effort to increase the percentage of women in the Functional Manager, Agency Director (Second-line manager) and Managing Director (First-line manager) positions ("Benchmark positions") MetLife will establish certain Benchmarks and will use its Best Efforts to achieve those Benchmarks.
2. It is understood and agreed that these Benchmarks are not quotas; but rather reflect objectives which appear, at the time that they are established, to be reasonably attainable through good faith efforts by MetLife in hiring and promoting the most qualified candidates for the designated positions.
3. The purpose of the Benchmarks is to provide Class Counsel with a general indication as to whether MetLife is making selection decisions for Benchmark Positions in such a way as to afford equal employment opportunity.
4. Failure to Achieve Benchmarks
 - a. In attempting to meet the Benchmarks set forth below, MetLife shall not be required to: (i) select anyone for a Benchmark Position who is not the most qualified candidate; (ii) displace any incumbent employee from his or her position; or (iii) create new or additional positions.
 - b. Failure to achieve a Benchmark by a fraction of a person shall not be deemed to constitute a failure to achieve a Benchmark under this Decree.

c. MetLife's failure to achieve a Benchmark for a particular period will not be considered a violation of this Decree unless MetLife has failed to use its Best Efforts to meet the Benchmark. Should MetLife demonstrate that: (i) the proportion of good faith offers made to women to the total selections made for a particular Benchmark Position during a particular year was at least as high as the Benchmark percentage; or (ii) significant differences in the relative experience, skill or other qualifications of those selected to fill Benchmark positions and those not selected explain the failure to achieve the Benchmark (provided that such experience, skill or other qualifications are job-related for the job position in question and consistent with business necessity); or (iii) there were an insufficient number of openings to achieve a Benchmark, such demonstration will conclusively establish that Best Efforts were used. Nothing in this Section shall be interpreted to imply that Best Efforts could not also be shown by other appropriate evidence.

d. MetLife's failure to achieve a Benchmark for any particular position(s) in any particular period will not, by itself, constitute a violation of the Decree. If Class Counsel, after a good faith investigation, reasonably believes that MetLife did not use its Best Efforts to attain a Benchmark, then it may initiate the "Meet and Confer" Process set forth in Section VIII(H)(1).

e. If the "Meet and Confer" Process does not resolve the issues raised by Class Counsel, Class Counsel may file a motion with the Special Master for a determination by the Special Master as to whether Best Efforts to attain a Benchmark were used. MetLife will have fourteen (14) days to respond to any such motion.

f. The Special Master shall attempt within fourteen (14) days after filing of MetLife's response to resolve the dispute and may schedule a telephonic or in-person hearing or other proceeding to resolve the matter.

g. At any Special Master proceeding, MetLife will have the right to demonstrate, and shall bear the burden of going forward with evidence, that it used Best Efforts to attain the Benchmark.

h. In determining whether MetLife exercised Best Efforts, the Special Master will consider all the surrounding facts and circumstances, including, but not limited to:

(i) The actual representation of women ("representation") in the Benchmark Position in the prior year;

(ii) Industry representation data and trends with respect to the Benchmark Position (or positions similar to the Benchmark Positions);

(iii) Changes in (i) the organizational design of MLFS; (ii) the size and/or distribution of the MLFS sales force; (iii) business direction or policies of MLFS; and (iv) licensing and compliance requirements in MLFS;

(iv) Historical levels of representation in the Benchmark Position within MLFS;

(v) MLFS and MetLife financial performance during the Benchmark year (or prior thereto);

(vi) Efforts expended in recruitment and promotion of women for the Benchmark Position during the Benchmark year or in prior year(s); and

(vii) Whether the purposes of the Benchmark process and the Decree were served.

i. If the Special Master finds that MetLife utilized Best Efforts in attaining the Benchmark, then no further action will be taken. If the Special Master finds that MetLife did not utilize Best Efforts in attaining the Benchmark, then he shall determine, upon the recommendation of Class Counsel and MetLife, appropriate remedial relief consistent with this Decree. In no event, however, shall the Special Master direct that MetLife take any action that is not reasonably achievable in light of the foregoing criteria and the exercise of Best Efforts. The Special Master's determination shall not be subject to appeal to the Court.

5. 2004 Benchmarks

a. By December 31, 2004, the percentage of women Managing Directors (First-line managers) shall increase by at least 1% over the percentage of women Managing Directors (First-line managers) employed as of December 31, 2003;

b. By December 31, 2004, the percentage of women Agency Directors (Second-line managers) shall be at least 24.5%;

c. By December 31, 2004, the percentage of women Functional Managers shall be at least 10%.

d. In June 2004 Class Counsel and MetLife shall meet and confer (by telephone or in person) concerning the 2004 Benchmarks to discuss whether any of the Benchmarks should, by mutual agreement, be modified. In the absence of mutual agreement, there shall be no change in 2004 Benchmarks, and Class Counsel shall not have recourse to the dispute resolution mechanism provided for in Section VIII(H), or any appeal to the Court.

6. 2005 and 2006 Benchmarks

a. In order to establish Benchmarks for Benchmark Positions for 2005, Class Counsel and MetLife agree to meet and confer (by telephone or in person) at mutually agreeable dates between December 1, 2004 and January 31, 2005.

b. In order to establish Benchmarks for Benchmark Positions for 2006, Class Counsel and MetLife agree to meet and confer (by telephone or in person) at mutually agreeable dates between December 1, 2005 and January 31, 2006.

c. In establishing Benchmarks for 2005 and 2006, Class Counsel and MetLife shall consider several factors, including, but not limited to:

(i) The actual representation in the Benchmark Position in the prior year(s);

(ii) Industry representation data and trends with respect to the Benchmark Position (or positions similar to the Benchmark Positions);

(iii) Changes in (i) the organizational design of MLFS; (ii) the size and/or distribution of the MLFS sales force; (iii) business direction or policies of MLFS; and (iv) licensing and compliance requirements in MLFS;

(iv) Historical levels of representation in the Benchmark Position within MLFS;

(v) MLFS and MetLife financial performance during the prior year(s);

(vi) Efforts expended in recruitment and promotion of women for the Benchmark Position in the prior year(s); and

(vii) Whether the purposes of the Benchmark process and the Decree are being served.

d. If Class Counsel and MetLife are unable to agree on Benchmarks by January 31 of the relevant year, then the dispute shall be referred to the Special Master who shall render a recommendation as to Benchmarks for Benchmark Positions that shall, unless otherwise appealed pursuant to Section VIII(H)(4), be binding on MetLife and Class Counsel.

e. In resolving any dispute over 2005 or 2006 Benchmarks, the Special Master will take the following factors into consideration:

(i) Actual representation in the Benchmark Position(s) in the prior years;

(ii) Industry representation data and trends with respect to the Benchmark Position (or positions similar to the Benchmark Positions);

(iii) Changes in (i) the organizational design of MLFS; (ii) the size and/or distribution of the MLFS sales force; (iii) business direction or policies of MLFS; and (iv) licensing and compliance requirements in MLFS;

(iv) Historical levels of representation in the Benchmark Position(s);

(v) MLFS and MetLife financial performance during the prior year(s);

(vi) Efforts expended in recruitment and promotion of women for the Benchmark Position in the prior year(s); and

(vii) Whether the purposes of the Benchmark process and the Decree are being served.

f. The Special Master shall not recommend Benchmarks that are not reasonably achievable in light of the foregoing criteria and the exercise of Best Efforts by MetLife. In no event shall the Special Master recommend more than a 2% increase in the Benchmark for any Benchmark Position in any year. Nothing herein shall be construed to suggest that a 2% increase in any Benchmark, for any particular year is appropriate; the Special Master shall only recommend a Benchmark increase for any Benchmark Position if, for any particular year, such an increase is reasonably achievable in light of the foregoing criteria and the exercise of Best Efforts by MetLife.

g. Should Class Counsel or MetLife choose to appeal the Benchmark recommendation of the Special Master, the following terms will apply.

(i) Any motion appealing the decision of the Special Master shall be filed within twenty (20) days of receipt of the Special Master's written decision. Any opposition submission to the appeal motion shall be filed within fifteen (15) days of receipt of the appeal motion. Any reply submission by the appealing party shall be filed within ten (10) days of receipt of the opposition submission.

(ii) The Court's standard of review of the Special Master's recommendation shall be whether the Special Master abused his discretion. The Court, in making such a determination, shall consider the factors set forth in Section IX(H)(6)(e).

(iii) In no event shall the Court direct more than a 2% increase in the Benchmark for any Benchmark Position, for any year. Nothing herein shall be construed to suggest that a 2% increase in any Benchmark, for any particular year is appropriate; the Court shall only recommend a Benchmark increase for any Benchmark Position if, for any particular year, such an increase is reasonably achievable in light of the factors set forth in Section IX(H)(6)(e) and the exercise of Best Efforts by MetLife.

7. Except as provided in Section XIII, Class Counsel and MetLife shall bear their own attorney's fees and costs with respect to the resolution of any Benchmark disputes.

8. MetLife recognizes the desirability and importance of having qualified women occupying management positions above the agency level, including the Zone Vice

President position. Consistent with that principle, MetLife agrees to give full and careful consideration to promoting or selecting qualified females to such positions.

I. Manager Evaluations

1. MetLife shall implement a performance assessment instrument that assesses the performance of Managing Directors (First-line managers) and Agency Directors (Second-line managers') against uniform job-related criteria. MetLife shall provide a copy of the performance assessment instrument to Class Counsel for review and comment pursuant to Section VIII(G) within thirty (30) days following the Effective Date and shall implement the performance assessment instrument no later than sixty (60) days following the Effective Date.

2. MetLife will include as a factor in its annual performance evaluation of Zone Vice Presidents, Managing Directors (First-line managers), and Agency Directors (Second-line managers) efforts to promote diversity in the workforce and commitment to MetLife's equal employment opportunity goals and policies, including adherence to MetLife's anti-discrimination and anti-harassment policies.

J. Management Training

1. All Agency Managers responsible for training inexperienced FSRs will be trained on a "Roadmap for Inexperienced FSR Training," which will include modules on technical and soft skills, sales presentations, activity monitoring, setting expectations, and coaching techniques.

2. The Decree Monitor shall provide the proposed curriculum for such Agency Manager training to Class Counsel for review and comment pursuant to Section VIII(G) no later than thirty (30) days prior to the implementation of the training program.

3. The Agency Manager training provided for in this Section shall be conducted by MetLife's Recruiting, Selection and Training Department and shall be provided in a live, in-person format.

4. MetLife shall provide this training to incumbent Agency Managers responsible for training inexperienced FSRs by July 1, 2005.

5. MetLife estimates that a minimum of \$600,000 (Six Hundred Thousand Dollars) in direct and indirect costs will be expended or incurred in connection with the development and implementation of the Agency Management training program. The Decree Monitor shall provide Class Counsel with a year-end break-down of such direct and indirect costs for 2004, 2005 and 2006.

K. Recruitment

1. MLFS shall continue to actively seek women recruits for FSR and Agency Manager positions in each of its Zones through such means as: recruiting advertisements in publications geared toward professional women in the financial services industry; partnerships with women's organizations which provide access to potential recruits; utilization of outside search firms; and career seminars.

2. MetLife will spend a minimum of \$600,000 (Six Hundred Thousand Dollars) in direct and indirect costs on these recruitment efforts during the Term of the Decree.

3. The Decree Monitor shall provide Class Counsel with a year-end breakdown, by Zone, for 2004, 2005 and 2006, of such direct and indirect costs, together with a narrative of the initiatives that were undertaken and the results of such initiatives in terms of women hired.

L. Management Development Program

1. MLFS shall offer a management development program for high potential sales personnel with interest in a management career. The program shall include training on various aspects of the duties of Managing Directors (First-line managers) and Agency Directors (Second-line managers), including: skills in setting objectives; evaluation of performance; coaching; conflict resolution; compliance monitoring; expense management; and employee relations.

2. MetLife shall develop written criteria for participation in the management development program. The Decree Monitor shall provide such written criteria for participation in the management development program to Class Counsel for review and comment pursuant to Section VIII(G) no later than thirty (30) days prior to the implementation of the program.

3. MetLife shall commence the implementation of this program by July 1, 2005.

4. MetLife will make Best Efforts to ensure that thirty (30) percent of the participants in the management development program are women. It is understood that such percentage is not a quota; rather, it reflects an objective which currently appears, based on the percentage of women holding FSR and Second-line managerial positions, to be reasonably

attainable through Best Efforts by MetLife. The purpose of this provision is to provide Class Counsel with a general indication as to whether MetLife is selecting participants in the management development program in such a way as to afford equal employment opportunity.

5. MetLife estimates that a minimum of \$350,000 (Three Hundred Fifty Thousand Dollars) in direct and indirect costs will be spent or incurred on this management development program during the Term of the Decree. No more than fifty (50) percent of the cost of developing and implementing the management development program shall be credited against this amount.

6. The Decree Monitor shall provide Class Counsel with a year-end breakdown of direct and indirect costs of this program for 2004, 2005 and 2006; a roster of the program participants by gender for 2004, 2005 and 2006; and a narrative description of the program.

M. Sales Office Development Funds

1. MetLife will promulgate written criteria for the distribution of Sales Office Development Funds no later than thirty (30) days following the Effective Date. MetLife and Class Counsel recognize and agree that these criteria may change from year to year, depending on business needs.

2. The Decree Monitor shall provide such written criteria to Class Counsel for review and comment pursuant to Section VIII(G) no later than thirty (30) days following the Effective Date.

3. The written criteria will be disseminated electronically to MLFS Zone Vice Presidents and Managing Directors (First-line managers) following the review and comment period.

4. The Decree Monitor shall provide Class Counsel with a year-end breakdown of Sales Office Development Fund distributions, by sales office and gender of such sales office's Managing Director(s) (First-line manager(s)), for 2004, 2005 and 2006. For any sales offices that receive Sales Office Development Funds in any year, the Decree Monitor shall provide information to Class Counsel indicating whether that sales office received such funds in the two (2) years preceding the allocation, and the amount, if any, previously received.

5. Nothing in this Section shall require: (i) that MetLife continue to distribute Sales Office Development Funds; or (ii) that Sales Office Development Funds be provided in any particular amount to any sales office.

N. Inforce Blocks of Business

1. MetLife will promulgate written criteria for the distribution of Inforce Blocks of Business (colloquially known as "orphan books of business") no later than thirty (30) days following the Effective Date. MetLife and Class Counsel recognize and agree that different distribution criteria may apply depending on the business needs of particular sales offices and the particular circumstances.

2. The Decree Monitor shall provide such written criteria to Class Counsel for review and comment pursuant to Section VIII(G) no later than thirty (30) days following the Effective Date.

3. The written criteria will be disseminated electronically to the Zone Vice Presidents, Managing Directors (First-line managers) and Agency Directors (Second-line managers) following the review and comment period.

O. Business Leads

1. MetLife will promulgate written criteria for the distribution of leads and shall provide the written criteria to Class Counsel for review and comment pursuant to Section VIII(G) no later than thirty (30) days following the Effective Date. MetLife and Class Counsel recognize and agree that different distribution criteria may apply depending on: (i) the nature and extent of particular leads programs; (ii) the business needs of particular sales offices; and (iii) other business needs relating to sales experience and ability; particular markets; and other similar business circumstances.

2. The written criteria will be disseminated electronically to all MLFS employees following the review and comment period. Dissemination of such written criteria will be accompanied by a statement that MLFS employees having questions about the application of the leads distribution criteria should, in the first instance, direct those inquiries to the Marketing Director or the Managing Director (First-line manager) of their sales office.

3. The Decree Monitor shall provide Class Counsel with a year-end roster of the participants in the "Deliver the Promise" and "MetAdvice" leads programs, broken-down by gender and Zone, for 2004, 2005 and 2006, together with their dates of participation in such programs during each such year. The Decree Monitor shall also provide Class Counsel with a year-end report identifying the allocation of leads distributed through those programs, broken-down by gender and Zone, for 2004, 2005 and 2006.

4. Nothing in this Section shall obligate MetLife to maintain, or prevent MetLife from modifying, the "Deliver the Promise," "MetAdvice," or any other leads distribution program.

X. INJUNCTIVE RELIEF EXPENDITURES

A. MetLife estimates in good faith that it will spend or incur a minimum of \$5,000,000 (Five Million Dollars) in connection with the various obligations undertaken in Sections VIII(H)(6), IX and XII(B) of this Decree.

B. In the event that MetLife does not expend the anticipated amounts as set forth in Sections VIII(H)(6), IX(A), (C), (F), (J), and (L) and XII(B), the amounts that are not spent will be added to the expenditures that MetLife has agreed to make in Section IX(K) for Recruitment.

XI. REPORTING AND RECORDKEEPING

A. Following the Effective Date, MetLife shall track the headcount of FSRs, Functional Managers, Agency Directors (Second-line managers) and Managing Directors (First-line managers) by gender on a quarterly basis. The Decree Monitor shall provide these quarterly tracking reports to Class Counsel within thirty (30) days of the close of each calendar quarter.

B. Following the Effective Date, MetLife shall track the total annual compensation of FSRs, Functional Managers, Agency Directors (Second-line managers) and Managing Directors (First-line managers) by gender. The Decree Monitor shall provide Class Counsel with reports identifying the average annual compensation by gender for these positions for 2004 (by April 30, 2005); for 2005 (by April 30, 2006); and for 2006 (by April 30, 2007).

XII. CLASS AND INDIVIDUAL PLAINTIFF MONETARY RELIEF

A. Monetary Relief, Notice And Claims Procedure

I. Monetary Settlement Fund

a. Allocation: No later than fourteen (14) days after the Effective Date, MetLife shall deposit the sum of \$5,000,000 (Five Million Dollars) into a Qualified Settlement Fund (in accordance with Internal Revenue Code Section 468B) (the "Monetary Settlement Fund") to satisfy and in full settlement of all claims of the Named Plaintiffs and other eligible Settlement Class members in accordance with the provisions of this Section.

b. Apportionment: The Monetary Settlement Fund shall be apportioned as follows: (a) payments to Named Plaintiffs, in accordance with subparagraph 1(c) below; (b) payments to eligible Settlement Class members, in accordance with subparagraph 1(e) below; and (c) a Reserve Fund, in accordance with subparagraph 1(d) below.

c. Payments to Named Plaintiffs: \$235,000 (Two Hundred Thirty-Five Thousand Dollars) from the Monetary Settlement Fund shall be allocated to pay the claims of Class 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 the Mitchell Action and as provided for in Section VII(A)(1)(a) as follows:

Stella Mitchell shall receive the gross amount of \$55,000 (Fifty-five Thousand Dollars) less applicable withholdings;

Hwa-Mei Gee shall receive the gross amount of \$45,000 (Forty-five Thousand Dollars) less applicable withholdings;

Durpatty Persaud shall receive the gross amount of \$45,000 (Forty-five Thousand Dollars) less applicable withholdings;

Janet Ramsey shall receive the gross amount of \$45,000 (Forty-five Thousand Dollars) less applicable withholdings; and

Barbara LaChance shall receive the gross amount of \$45,000 (Forty-five Thousand Dollars) less applicable withholdings.

The Claims Administrator shall pay such amounts to the Named Plaintiffs (less applicable withholding deductions) on the later of (i) twenty (20) days after the Effective Date, or (ii) the effective date of the general release signed by the Named Plaintiff in the form annexed as Exhibit B referenced in Section VII(A)(1)(a), provided that they have abided by the terms of Section XV and provided that they have not opted out pursuant to Section XII(D). If a Named Plaintiff fails to execute the general release in the form annexed as Exhibit B, fails to abide by the terms of Section XV, or opts out pursuant to Section XII(D), then the \$5,000,000 (Five Million Dollar) deposit by MetLife provided for in Section XII(A)(1)(a), above, shall be reduced by the amount of money allocated to that Named Plaintiff in this paragraph.

d. Reserve Fund: \$25,000 (Twenty-five Thousand Dollars) from the Monetary Settlement Fund shall be set aside as a "Reserve Fund" to be used to pay any otherwise valid claims that are inadvertently excluded from the final list of qualified claimants, as set forth in Section XII(H)(1)(a), below, through error or omission of Class Counsel, the Claims Administrator, or MetLife.

e. Class Monetary Fund: The remainder of the Monetary Settlement Fund, less the amounts specified in subparagraphs 1(c) and 1(d) above, shall be allocated to the "Class Monetary Fund" and used to pay eligible Settlement Class members, who are Qualified Claimants, as provided for in this Section XII, below.

B. Claims Administrator

1. Class Counsel and MetLife jointly have selected Rosenthal & Company LLC to serve as the Claims Administrator. As more fully set forth in the Memorandum of Understanding annexed as Exhibit D, the Claims Administrator will be responsible for: (i) preparing and mailing notices and claim forms to Settlement Class members, (ii) receiving, processing and serving on Class Counsel, MetLife and the Court Settlement Class member objections, opt-out statements, Withdrawal of Objections and Rescissions of Opt-Out Statements and filing such documents with the Court; (iii) receiving, processing and determining the timeliness and completeness of claim forms; (iv) determining point allocations with respect to eligible Settlement Class members' claims; (v) preparing a list of Qualified Claimants; (vi) preparing, processing and mailing all payments to Qualified Claimants; (vii) preparing, processing and mailing all tax withholding documents; (viii) preparing, processing and filing all applicable tax returns on behalf of the Qualified Settlement Fund; (ix) remitting all taxes and other payments due in respect of disbursements from the Monetary Settlement Fund; and (x) carrying out other related tasks in accordance with the provisions of this Decree.

2. The Claims Administrator shall establish a toll-free 800 line and be available to respond to questions or requests for assistance from Settlement Class members

regarding the claims procedure. The Claims Administrator also shall establish a website on which it shall post all pleadings and notices relevant to this settlement and claims procedure.

3. All fees and expenses incurred by the Claims Administrator shall be paid by MetLife. Any fees and expenses of the Claims Administrator in excess of \$150,000 (One Hundred Fifty Thousand Dollars) shall reduce MetLife's economic obligation for Recruitment expenditures pursuant to Section IX(K). In the event the fees and expenses of the Claims Administrator are less than \$150,000 (One Hundred Fifty Thousand Dollars), the difference shall be added to the amount to be spent by MetLife on the Recruitment efforts identified in Section X(B).

4. MetLife shall provide a year-end report to Class Counsel identifying all fees and expenses paid to the Claims Administrator until the point in time when the Claims Administrator is relieved of its duties and responsibilities under this Decree, upon final distribution of all Residual Funds pursuant to Section XII(K)(3).

C. Class Action Settlement Notice

1. No later than five (5) business days following the Preliminary Approval Date, MetLife shall prepare and deliver to the Claims Administrator a computer disk containing the following information from its computerized personnel records with respect to all Settlement Class members: name; social security number; birth date; last-known address; last-known telephone number; start and end date of employment with MetLife; and all titles (and dates such titles were held) for all MLFS positions held during the Class Period. Within the same time period, Class Counsel shall provide to the Claims Administrator any similar information

regarding Settlement Class members that is in the possession, custody or control of Class Counsel.

2. The Claims Administrator shall update the information provided by MetLife and Class Counsel with any new addresses for such Settlement Class members it may obtain from the National Change of Address System to create a "Class Notice List." The Claims Administrator also shall determine each eligible Settlement Class member's point assignment pursuant to the formula described in Section XII(F), below and prepare a claim form, in the form attached hereto as Exhibit E, for each "eligible Settlement Class member" (as defined in Section VI(E)) reflecting the points assigned to her.

3. Within fourteen (14) days following the Preliminary Approval Date, the Claims Administrator shall mail, via first class United States Mail, postage prepaid, notice of the class settlement in the form attached hereto as Exhibit F, to each Settlement Class member and a claim form and instructions to each eligible Settlement Class member on the Class Notice List.

4. If a notice and claim form are returned as "undeliverable," the Claims Administrator shall arrange for a database search for such class member through IRSC or a comparable service within seven (7) days of receipt of the returned notice, and the Claims Administrator shall re-mail the notice and claim form to any additional address obtained.

D. Objections and Exclusions

1. Objections

a. Settlement Class members who wish to present objections to the proposed settlement must do so in writing. Written objections shall state with specificity the provision(s) of the Decree to which the Settlement Class member objects. Written objections shall be mailed to the Claims Administrator at *Mitchell v. MetLife Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177 and must be received by the Claims Administrator on or before a date to be determined by the Court.

b. The Claims Administrator shall: (i) date stamp the original of any objections it receives, (ii) serve copies on Class Counsel and MetLife's counsel no later than two (2) business days after the Claims Administrator receives the objections or immediately if received within five (5) business days of the Final Approval Hearing date, and (iii) file the date-stamped originals with the Clerk of the Court no later than five (5) business days prior to the date of the Final Approval Hearing or immediately upon the Claims Administrator's receipt of the objections if they are received less than five (5) business days prior to the date of the Final Approval Hearing. The Claims Administrator shall retain copies of all written objections until the Claims Administrator is relieved of its duties and responsibilities under this Decree, upon final distribution of all Residual Funds pursuant to Section XII(K)(3).

c. Settlement Class members who wish to exclude themselves from the Settlement Class for purposes of participation in the monetary portion of the settlement must do so in writing by filing a signed and dated "opt-out" statement with the Claims Administrator. Written opt-out statements shall be mailed to the Claims Administrator at *Mitchell v. MetLife*

Insurance Co. Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177 and must be received by the Claims Administrator on or before a date to be determined by the Court. Opt-out statements shall, at a minimum, contain the eligible Settlement Class member's full name, address, Social Security number, and day and evening telephone numbers and the following language:

"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."

d. The Claims Administrator shall: (i) date stamp the original opt out statements it receives, (ii) serve copies on Class Counsel and MetLife's counsel no later than two (2) business days after the Claims Administrator receives the opt-out statements, or immediately if received within five (5) business days of the Final Approval Hearing date, and (iii) file the date-stamped originals with the Clerk of the Court no later than five (5) business days prior to the date of the Final Approval Hearing or immediately upon the Claims Administrator's receipt of the opt out statements if they are received less than five (5) business days prior to the date of

the Final Approval Hearing. The Claims Administrator shall retain copies of all opt-out statements until the Claims Administrator is relieved of its duties and responsibilities under this Decree, upon final distribution of all Residual Funds pursuant to Section XII(K)(3).

2. Rescissions of Opt-Outs and Withdrawals of Objections

a. MetLife and Class Counsel recognize that some Settlement Class members who initially submit objections to this Decree or request to be excluded from the monetary provisions of the Decree may, upon further reflection, consultation or the receipt of additional information regarding this Decree, wish to withdraw such objections or rescind such opt-out statements. MetLife and Class Counsel agree that Settlement Class members shall be permitted to withdraw such objections and/or rescind such opt-out statements by submitting a Withdrawal of Objection in the form attached as Exhibit G, or a Rescission of Opt-Out Statement in the form attached as Exhibit H, to be received by the Claims Administrator no later than one (1) business day before the date of the Final Approval Hearing.

b. The Claims Administrator shall: (i) date stamp the original Withdrawal of Objections and Rescission of Opt-Out Statements it receives, (ii) serve copies of them on Class Counsel and MetLife no later than two (2) business days after it receives the Withdrawal of Objection or Rescission of Opt-Out Statements, or immediately if received within five (5) business days of the Final Approval Hearing date, and (iii) file the date-stamped originals with the Clerk of the Court no later than five (5) business days prior to the date of the Final Approval Hearing or immediately upon the Claims Administrator's receipt of the Withdrawal of Objection or Rescission of Opt-Out Statements up to one (1) day before the Final Approval Hearing, whichever is later. The Claims Administrator shall retain copies of all

Withdrawal of Objections and Rescission of Opt-Out Statements until the Claims Administrator is relieved of its duties and responsibilities under this Decree, upon final distribution of all Residual Funds pursuant to Section XII(K)(3).

3. Excessive Number of Opt-Outs

a. In the event that thirty (30) or more Settlement Class members elect to opt out of the Settlement Class for purposes of participation in the monetary relief portion of the settlement, MetLife may, in its sole and absolute discretion, void this Decree.

b. For purposes of this provision, Settlement Class members who: (i) as of the Preliminary Approval Date, have a pending administrative agency charge or complaint in a federal or state court alleging gender discrimination in employment against MetLife, and who elect to exclude themselves from the Settlement Class or (ii) file an opt-out statement and subsequently rescind it in writing pursuant to Section XII(D)(2), shall not be counted against the threshold thirty (30) Settlement Class member opt-outs required before MetLife can elect to void the Decree.

4. MetLife shall notify Class Counsel of its decision to void this Decree prior to the date set for the Final Approval Hearing. In the event MetLife elects to void this Decree, the Decree shall be deemed null and void and MetLife shall have no further obligations under the Decree, in which event the Mitchell Action parties will be restored to the respective position each was in as of June 1, 2003, and Class Counsel and MetLife's stipulation regarding the conditional certification of the Settlement Class shall be null and void. In the event that MetLife elects to void this Decree pursuant to this Section: (i) neither party shall be deemed to have waived any claims, defenses or arguments with respect to the appropriateness of class

certification in this Mitchell Action; and (ii) plaintiffs shall not contend, directly or indirectly, that class certification is appropriate by virtue of submission of this Decree for preliminary approval by the Court.

E. Procedure for Filing a Claim for an Award from the Class Monetary Fund

1. To qualify for a payment from the Class Monetary Fund, an eligible Settlement Class member must sign under penalty of perjury and return a claim form (in the form annexed hereto as Exhibit E) postmarked no later than a date to be determined by the Court to *Mitchell v. MetLife Insurance Co.* Claims Administrator, c/o Rosenthal & Company LLC, P.O. Box 6177, Novato, CA 94948-6177

2. Claims for payment from the Class Monetary Fund made on behalf of a deceased eligible Settlement Class member must be filed by the administrator or legal representative of the deceased eligible Settlement Class member's estate and must be accompanied by a certified copy of the deceased eligible Settlement Class member's death certificate.

3. In addition to mailing claim forms as provided in Section XII(C)(3) above, the Claims Administrator also shall make claim forms available to eligible Settlement Class members who make a written or oral request for a claim form.

a. The Claims Administrator shall promptly, but no more than two (2) business days after receiving a request, calculate the eligible Settlement Class member's point allocation and mail a claim form that includes the eligible Settlement Class member's point allocation and instructions for completing the form (in the form annexed as Exhibit E) via first

class United States Mail, postage prepaid or via facsimile or email, to the eligible Settlement Class member requesting the form.

b. If an eligible Settlement Class member requests a claim form from Class Counsel, or from MetLife or its counsel, the eligible Settlement Class member shall be referred to the Claims Administrator and/or the Claims Administrator's website. The Claims Administrator shall retain documentation of all requests for claim forms it receives and the date of the request until the Claims Administrator is relieved of its duties under this Decree, upon final distribution of all Residual Funds pursuant to Section XII(K)(3).

F. Class Monetary Fund Distribution Formula

1. Each Qualified Claimant, as defined in Section XII(G)(1), shall be entitled to a minimum payment of \$1,000 (One Thousand Dollars).

2. In addition, each Qualified Claimant shall be entitled to a pro rata share of the Class Monetary Fund, as provided for in this Decree, based on an assignment of points, as set forth below, reflecting: (i) her total combined tenure as an FSR or MLFS Agency Manager, (ii) the MLFS position(s) she held during the Class Period, and (iii) the time and effort she spent in participating in pre-class certification discovery.

a. Tenure Points: Information regarding a Qualified Claimant's total combined tenure in an FSR and/or Agency Manager position with MLFS will be obtained from or verified by documentation MetLife will provide to the Claims Administrator in accordance with the provisions of Section XII(C)(1). Points will be allocated based on tenure in the following manner:

TENURE POINTS

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

Further, each Qualified Claimant who is no longer employed by MetLife as of the Preliminary Approval Date shall be entitled to an additional ten (10) points in recognition of the fact that she will not participate in nor benefit from the prospective injunctive relief provided by this Decree.

b. Points for Position(s) Held: Information regarding the FSR and/or Agency Manager positions an eligible Settlement Class member held during the Class Period will be obtained from or verified by documentation MetLife will provide to the Claims Administrator in accordance with the provisions of Section XII(C)(1). Points will be allocated based on positions held during the Class Period in the following manner:

MLFS POSITION POINTS

Financial Service Representative (FSR)	5 points
Functional Manager	10 points
Second-line Manager	15 points
First-line Manager	20 points

A Qualified Claimant who held more than one MLFS position during the Class Period shall be entitled to points only for the highest position held. For example, a Qualified Claimant

who was both an FSR and a Second-line Manager shall be entitled to fifteen (15) MLFS Position Points.

c. Points for Time and Effort Participating in Pre-Class Certification

Discovery: Each Qualified Claimant, exclusive of the Named Plaintiffs, who provided deposition testimony in this case ("Class Member Deponents") shall be entitled, in addition to her MLFS tenure and position points, to an additional ten (10) points, in recognition of the time and effort spent in participating in pre-class certification discovery. Each Qualified Claimant, exclusive of the Named Plaintiffs, who provided a sworn declaration filed with the Court (but who did not provide deposition testimony in this case) ("Class Member Declarants") shall be entitled, in addition to her MLFS tenure and position points, to an additional five (5) points, in recognition of the time and effort spent in participating in pre-class certification discovery.

d. The points for all Qualified Claimants will be aggregated. Each Qualified Claimant's proportionate share of the total aggregated points will be determined. A Qualified Claimant shall be allocated her proportionate share of the Class Monetary Fund available for distribution after deduction of (i) the employer's share of FICA and any other employer's share of payroll payments with respect to all payments to the Named Plaintiffs and all payments to be made to Qualified Claimants from the Class Monetary Fund; and (ii) the minimum per claimant awards to be made pursuant to Section XII(F)(1).

G. Processing of Claim Forms, Claimant Challenges to Point Allocations

1. The Claims Administrator shall process and review for timeliness, completeness and validity each claim form it receives. Claims that are untimely, incomplete (e.g., not signed by the claimant) or otherwise invalid shall be rejected. Each eligible Settlement

Class member who has not timely opted out of the Settlement Class for purposes of participation in the monetary portion of the settlement and who submits a claim form determined by the Claims Administrator to be timely, complete and otherwise valid shall be deemed a "Qualified Claimant."

a. If the Claims Administrator determines that a claim is untimely, incomplete or otherwise invalid, the Claims Administrator shall, no later than thirty (30) days after the expiration of the claim filing deadline or five (5) days after the Claims Administrator's receipt of a claim form postmarked after the claim filing deadline, whichever is later, mail, via first class United States Mail, postage prepaid or via email, a notice to each such claimant advising her that her claim is denied and the reason for the denial.

2. Challenges to Assigned Points

a. Any eligible Settlement Class member wishing to challenge the points assigned to her on her claim form must do so in writing postmarked no later than a date to be determined by the Court, and the claim form shall state the date by which a challenge to the point assignment must be postmarked. 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 eligible 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 may confer with Class Counsel in its determination of the adequacy of the documentation an eligible Settlement Class member provides in support of her challenge to her assigned points. The Claims Administrator also may request additional information from MetLife reasonably related to determining whether a claim

is valid and/or the assignment of points to an eligible Settlement Class member. 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.

b. Where an eligible Settlement Class member is able to provide such adequate documentation, her points will be recalculated and her individual award will be based on the reassigned points. The points assigned to Qualified Claimants who submit timely, complete and otherwise valid claims and who do not challenge their point assignments (or who challenge their point assignment but are unable to provide adequate documentation to support their challenge to the assigned points) shall be deemed conclusive and shall be used in calculating the Qualified Claimants' individual awards.

H. Claim Determination Process and Notification of Final Claim Determination and Point Allocation

1. The Claims Administrator shall complete its review and determination of all claims, point assignments and challenges no later than ninety (90) days following the expiration of the claim filing deadline.

a. No later than one hundred twenty (120) days after the expiration of the claim filing deadline, the Claims Administrator shall prepare and submit to Class Counsel and MetLife for their review a final list (the "Qualified Claimant List") containing the following information: (i) the names and current addresses of all Qualified Claimants; (ii) the aggregate points allocated to all such Qualified Claimants; (iii) the pro-rata percentage of the aggregate

points for each Qualified Claimant; and (iv) the gross amount to be paid to each Qualified Claimant, which shall be the sum of (1) the minimum payment of \$1,000 (One Thousand Dollars) to be paid to each claimant pursuant to Section XII(F)(1); and (2) such Qualified Claimant's pro rata share of the Class Monetary Fund available for distribution in accordance with Section XII(F)(2); and (v) the net amount to be paid to each Qualified Claimant, and an itemization of the amounts withheld from the gross payment to each Qualified Claimant.

b. No later than one hundred twenty (120) days after the expiration of the claim filing deadline, the Claims Administrator shall prepare and submit to Class Counsel and MetLife for their review a reconciliation of all payments to be made from the Monetary Settlement Fund including (i) aggregate gross and net payments to the Named Plaintiffs in accordance with Section XII(A)(1)(c); (ii) aggregate gross and net payments to Qualified Claimants in accordance with Section XII(F); (iii) aggregate tax withholdings to be remitted to each applicable federal, state and local taxing authority; (iv) the amount to be paid from the Monetary Settlement Fund in respect of the employer's share of FICA and any other employer's share of payroll payments on all distributions from the Monetary Settlement Fund; and (v) the amount of the Reserve Fund, pursuant to Section XII(A)(1)(d), which will remain.

c. Upon receipt of the Qualified Claimant List and the reconciliation, Class Counsel or MetLife shall promptly (but in no event later than ten (10) business days after receipt of the Qualified Claimant List and reconciliation) notify the Claims Administrator and the other party of any errors in the List or reconciliation, and provide any supporting documentation. Where appropriate, the Claims Administrator shall modify the Qualified Claimant List and/or reconciliation and shall, no later than two (2) business days after receipt of

the notification provided for in this subparagraph c, submit to Class Counsel and MetLife a revised Qualified Claimant List and reconciliation.

d. No later than one hundred twenty (120) days after the expiration of the claim filing deadline, the Claims Administrator shall provide Class Counsel and MetLife with a copy of any returned and/or undeliverable mailings to the Settlement Class members.

e. At the request of Class Counsel or MetLife, the Claims Administrator shall provide copies of any documents in its possession related to the Mitchell Action settlement.

f. Upon final distribution of all Residual Funds pursuant to Section XII(K)(3), the Claims Administrator shall provide to Class Counsel and MetLife all documents in its possession related to the Mitchell Action settlement.

I. Insufficient Number of Claims

1. In the event that fewer than sixty (60) percent of the eligible Settlement Class members submit claims, upon exhaustion of the notice and claims procedures set forth in Section XII(C) and in the Memorandum of Understanding annexed as Exhibit D, MetLife and Class Counsel shall meet and confer concerning what, if any, additional efforts should be made in order to contact eligible Settlement Class members who have not submitted claim forms. During this forty-five (45) day period and until the earlier of (i) sixty (60) percent or more of the eligible Settlement Class members submit claim forms, or (ii) six (6) months from exhaustion of the notice and claims procedures set forth in Section XII(C) and the Memorandum of

Understanding annexed as Exhibit D (the "Stay Period"), the obligation to make payments under this Decree to Qualified Claimants will be stayed.

2. If, following the Stay Period, sixty (60) percent or more of the eligible Settlement Class members have not submitted claim forms, then all Qualified Claimants shall forthwith be paid the minimum payment amount of \$1,000 (One Thousand Dollars) set forth in Section XII(F)(1) and MetLife and Class Counsel will meet and confer concerning how the remainder of the Class Monetary Fund should be expended.

3. If, after a forty-five (45) day meet and confer period, beginning on the day that the above minimum payments are made to the Qualified Claimants, MetLife and Class Counsel have not reached agreement as to how the remaining Class Monetary Fund should be expended, then they will each submit proposals on this subject, within thirty (30) days thereafter, to the Special Master.

4. The Special Master shall render a recommendation as to how the remaining Class Monetary Fund should be expended within thirty (30) days of receipt of MetLife's and Class Counsel's proposals on this subject. The Special Master's recommendation, unless otherwise appealed pursuant to Section VIII(H)(4), shall be binding on MetLife and Class Counsel.

5. In making his recommendation, the Special Master will take into consideration the purposes of the Decree; and whether any Qualified Claimant would be receiving a windfall payment not contemplated by the Decree.

6. In no event shall the Special Master recommend that any Qualified Claimant receive, inclusive of the minimum payment, more than one hundred fifty (150) percent of what such individual would have received had sixty (60) percent of the eligible Settlement Class members filed claims (based on the assumption that such sixty (60) percent of the eligible Settlement Class members would have been entitled to sixty (60) percent of the total points allocated to all eligible Settlement Class members).

7. In the event that the decision of the Special Master is appealed to the Court as set forth in Section VIII(H)(4), the Court's standard of review shall be whether the Special Master abused his discretion. The Court, in making such a determination, shall consider the factors set forth in paragraph 5 of this Section, and in no event shall the Court recommend that any Qualified Claimant receive more than the maximum amount specified in paragraph 6 of this Section.

J. Tax Treatment of Distributions from Monetary Settlement Fund

1. Class Counsel, MetLife and the Claims Administrator named in Section XII(B)(1) intend that the Monetary Settlement Fund be treated as a "qualified settlement fund" within the meaning of Treas. Reg. Section 1.468B-1. In addition, the Claims Administrator and, as required, MetLife, shall jointly and timely make the "relation-back election" (as provided for in Treas. Reg. Section 1.468B-1(j)(2)) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such treasury regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2. For the purposes of Section 468B of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.468B-2(k)(3), the "administrator" shall be the Claims Administrator. The Claims Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Monetary Settlement Fund (including, without limitation, the returns described in Treas. Reg. Section 1.468B-2(k)(1) and Treas. Reg. Section 1.468B-2(1)). Such returns (as well as the election described in paragraph 1) shall be consistent with this paragraph 2.

3. All monetary distributions from the Monetary Settlement Fund to Named Plaintiffs and Qualified Claimants shall be characterized as wages for purposes of tax treatment. The Claims Administrator shall calculate and deduct from the Class Monetary Fund the employer's share of FICA taxes with respect to all payments to be made to the Named Plaintiffs and to Qualified Claimants from the Monetary Settlement Fund. The Claims Administrator shall calculate and withhold from each gross payment to a Named Plaintiff or Qualified Claimant the amounts due for applicable federal, state and local taxes; the amount of the employee's share of FICA; and any other applicable tax withholdings. The Claims Administrator shall distribute to each Named Plaintiff and Qualified Claimant who receives a payment from the Monetary Settlement Fund her respective W-2 tax reporting form and any other applicable reporting forms and shall make all applicable tax reporting to the IRS or other appropriate federal, state or local agencies.

4. Named Plaintiffs and Qualified Claimants shall be responsible for payment of any income taxes owed to any governmental authority on distributions from the Monetary Settlement Fund. Neither the Claims Administrator, Class Counsel, nor MetLife or its attorneys will provide advice to the Named Plaintiffs or Qualified Claimants concerning what

taxes are owed. Named Plaintiffs and Qualified Claimants should consult with a tax advisor if they have questions concerning their tax liabilities on distributions from the Monetary Settlement Fund.

5. Except as otherwise specifically stated herein, MetLife shall bear no other responsibility in connection with (i) the performance by the Claims Administrator of its duties under the Decree; (ii) any determinations of the Claims Administrator with respect to distributions from the Monetary Settlement Fund (including eligibility and point allocation determinations); (iii) the tax treatment of such distributions; or (iv) the apportionment, allocation or distribution of the Monetary Settlement Fund.

K. Class Monetary Fund Distributions

I. Mailing of Claim Award Checks: No later than twenty-one (21) days after the later of (i) the Effective Date; or (ii) the date the Claims Administrator submits the Qualified Claimant List (or revised Qualified Claimant List) to Class Counsel and MetLife, the Claims Administrator shall mail via first class United States Mail, postage prepaid, checks in the gross amounts specified on the Qualified Claimant List (or revised Qualified Claimant List) less applicable withholdings as determined in accordance with the provisions of Section XII(J)(3), to each Qualified Claimant. The checks shall be accompanied by a cover letter that explains the basis on which the monetary award and deductions were calculated and the individual class member's W-2 tax reporting form. All checks shall be negotiable for not more than six (6) months from the date of mailing, and each check and accompanying cover letter shall so indicate. The envelope in which each check is mailed shall have on it the Claims Administrator's address as the return address.

2. Returned Checks: In the event a check is returned to the Claims Administrator as "undeliverable," the Claims Administrator shall, not later than seven (7) days after receipt of the returned check, attempt to locate the Qualified Claimant by conducting an IRSC or comparable database search. If the Claims Administrator is able to locate the Qualified Claimant through the database search, it shall re-issue the check to the Qualified Claimant at the new address. Such reissued checks shall be issued within thirty (30) days of the mailing of the initial checks, and negotiable for not more than six (6) months from the date of remailing. All returned checks to Qualified Claimants for whom the Claims Administrator is unable to find a new address or that are returned again after mailing to a second address, shall be held by the Claims Administrator for not more than six (6) months. If the Qualified Claimants whose checks are being held by the Claims Administrator do not claim the checks within that time period, the funds shall be considered Residual Funds and distributed in accordance with Section XII(K)(3) of this Decree.

3. Residual Funds

a. Any funds remaining in the Monetary Claim Fund (including the Reserve Fund established pursuant to Section XII(A)(1)(d)) one year after initial distribution of settlement checks to Qualified Claimants, Named Plaintiffs and other distributions provided for in this Decree, including all unclaimed funds, shall be deemed Residual Funds.

b. Class Counsel and MetLife shall meet and confer concerning what organization should be designated as the recipient of the Residual Funds, and shall jointly direct the Claims Administrator, in writing, to disburse such Residual Funds to the designated recipient. Following such disbursement, the Claims Administrator shall notify Class Counsel and MetLife,

in writing, that such disbursement has been made. Upon final distribution of all Residual Funds pursuant to this Section, the Claims Administrator shall be relieved of its duties.

c. In the event that MetLife and Class Counsel cannot agree on the recipient of the Residual Funds, such dispute shall be governed by the Dispute Resolution Procedures set forth in Section VIII(H).

XIII. ATTORNEYS' FEES, COSTS AND EXPENSES

A. Plaintiffs will file a motion for an award, not to exceed \$3,400,000 (Three Million Four Hundred Thousand Dollars), for payment of the attorneys' fees, costs and litigation-related expenses incurred by all counsel for Plaintiffs and the Settlement Class in this matter. MetLife agrees that it will not oppose the Motion. Of the \$3,400,000 (Three Million Four Hundred Thousand Dollars), \$3,250,000 (Three Million Two Hundred Fifty Thousand Dollars) represents complete payment for fees, costs and expenses incurred to date and to be incurred through Final Approval of this Decree and final distribution of the Monetary Settlement Fund provided for in this Decree. The remaining \$150,000 (One Hundred Fifty Thousand Dollars) represents payment, at the rate of \$50,000 (Fifty Thousand Dollars) per year for the three years of this Decree, for Class Counsel's attorneys' fees, costs and expenses for monitoring MetLife's compliance with the Decree.

B. MetLife shall pay to Class Counsel the amount awarded by the Court for attorneys' fees, costs and expenses within seven (7) days of the Effective Date, and shall issue a Form (or Forms) 1099 to Class Counsel for such fees, costs and expenses pursuant to the Court's order.

C. The Court's award of fees, costs and expenses under this Section is in full and complete satisfaction of all fees, costs and expenses incurred with respect to all claims that were or could have been asserted by the Named Plaintiffs and the Settlement Class in the Mitchell Action including, without limitation (i) all fees, costs and expenses incurred by all Class Counsel and Loeff, Cabraser, Heimann & Bernstein; and (ii) any statutory award of attorneys' fees to Class Counsel or to Loeff, Cabraser, Heimann & Bernstein pursuant to the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq., as amended, 42 U.S.C. § 1981a ("Title VII") and 42 U.S.C. § 1988.

D. Class Counsel represent that (i) up to the date of Preliminary Approval they are not aware of any other attorneys other than themselves and Loeff, Cabraser, Heimann & Bernstein who have represented the Named Plaintiffs or the Settlement Class in connection with the Mitchell Action; and (ii) they will indemnify MetLife in connection with any claims by Loeff, Cabraser, Heimann & Bernstein to recover fees, costs or expenses, including the cost of defending against such claims.

XIV. FINAL APPROVAL, AND FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

A. After the Final Approval Hearing, and upon the Court's approval of this Consent Decree, MetLife and Class Counsel shall seek and obtain from the Court a Final Judgment and Order Approving Settlement, which shall, among other things:

1. approve this Consent Decree and the proposed settlement as fair, reasonable and adequate, consistent and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Rules of the Court and any other applicable law, and in the best interests of each of

the Named Plaintiffs and the members of the Settlement Class; direct MetLife and Class Counsel to implement and consummate this Consent Decree according to its terms and provisions; and declare this Consent Decree to be binding on – and, as to all claims and issues that have or could have been asserted in the Initial Complaint, the First Amended Complaint or the Second Amended Complaint, to have *res judicata* and other preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Releases as set forth in Section VII, maintained by or on behalf of – Named Plaintiffs and all other members of the Settlement Class, as well as their heirs, executors and administrators, successors and assigns;

2. finally certify the Settlement Class for settlement purposes;
3. dismiss the Mitchell Action on the merits and with prejudice, without fees or costs except as provided in this Consent Decree;
4. incorporate the Releases set forth above in Section VII, make the Releases effective as of the date of the Effective Date of the Consent Decree, and forever discharge the Releasees from any claims or liabilities arising from or related to the matters encompassed by the Releases;
5. permanently bar and enjoin all members of the Settlement Class who have not been timely excluded from the Settlement Class from filing, commencing, prosecuting, maintaining, intervening in, participating in (whether individually, as class members or otherwise), or receiving any benefits or other relief from any other lawsuit or proceeding, or receiving any individual benefits from any administrative, regulatory or other proceeding or order, in any jurisdiction, based on or relating to the claims and causes of action, or the facts and

circumstances relating thereto, in the Mitchell Action and/or the EEOC charges filed by the Named Plaintiffs;

6. permanently bar and enjoin any persons from asserting or maintaining any claims, pursuing any discovery from MetLife or any third party, presenting evidence, or claiming any damages, including compensatory or punitive damages, based on or encompassing, in whole or in part, any claims that were or could have been asserted in the Initial Complaint, the First Amended Complaint, and the Second Amended Complaint; provided however, that members of the Settlement Class who have timely excluded themselves from the Settlement Class shall not be enjoined from (a) proceeding with their individual actions; or (b) seeking discovery solely in connection with and related to their individual actions; and

7. require anyone seeking to appeal from the Court's rulings to post an appropriate bond.

XV. MUTUAL NON-DISPARAGEMENT AND PUBLICITY

A. Mutual Non-Disparagement Provision

MetLife and the Named Plaintiffs, in exchange for the monetary payments and releases provided under this settlement, agree to the following mutual non-disparagement provisions:

1. No corporate officer of MetLife or any MLFS manager at the Managing Director (First-Line manager) level or above ("MLFS managers bound by this provision") shall disparage a Named Plaintiff in any statement made outside the company, except as may be required by law, regulation, the rules of any self-regulatory body or agency, or in response to a

validly issued subpoena. MetLife shall advise its corporate officers and all MLFS managers bound by this provision that the case has been settled and that none of them shall disparage any Named Plaintiff for having participated in the Mitchell Action or this settlement, and that such officers and managers shall not encourage or participate in any disparagement of any Named Plaintiff by any other MetLife employee. A Named Plaintiff may bring appropriate enforcement, injunctive, or other proceedings (including contempt proceedings) against any MetLife officer or MLFS manager bound by this provision who knowingly breaches this provision. In the event an employee of MetLife, other than a corporate officer of MetLife or an MLFS manager bound by this provision, is found to have disparaged a Named Plaintiff for her participation in the Mitchell Action or this settlement, such event will not be attributable to MetLife or its officers or MLFS managers bound by this provision unless a MetLife officer or MLFS manager bound by this provision is found to have knowingly participated in or encouraged such disparagement.

2. Each of the Named Plaintiffs agrees to refrain from publicly or in the media (a) disparaging MetLife, its products or services, and (b) taking any action designed to harm the public perception of MetLife, its products or services, except as may be required by law. MetLife may bring appropriate enforcement, injunctive, or other proceedings (including contempt proceedings) against any Named Plaintiff who breaches this provision.

B. Publicity

1. The Named Plaintiffs, the Settlement Class members, Class Counsel and MetLife agree that they will not issue or cause to be issued any press release in connection with this Mitchell Action; the claims asserted therein; the settlement of this Mitchell Action; and/or this Decree (hereinafter the "covered subjects"). They further agree that they will not initiate, or

cause to be initiated, any contact with the media (or any member thereof) with respect to the covered subjects.

XVI. REFERENCE INQUIRIES

A. Reference Inquiries

1. It is agreed and understood that the Named Plaintiffs will direct all inquiries from prospective employers to the MetLife Human Resource Service Center which may be contacted at telephone number (877) 843-4772. In response to such inquiries, MetLife will, pursuant to current MetLife policy, only confirm the last position held by, and the dates of employment of, a Named Plaintiff. It is also agreed and understood that MetLife, in response to such inquiries from prospective employers, shall not provide any information about the fact that a Named Plaintiff brought a charge of discrimination against MetLife, or participated in the Mitchell Action or this settlement.

XVII. CONFIDENTIALITY/RETURN OF DOCUMENTS

A. Class Counsel acknowledges that during the course of this Mitchell Action, they have received, and will continue to receive, confidential information regarding MetLife and its personnel, including, but not limited to, personnel files, internal memoranda, personnel plans, programs, policies and procedures, computerized data, internal complaints and investigation materials, and other information. Class Counsel and the Named Plaintiffs agree that they continue to be bound by the Confidentiality Order entered by the Court on September 4, 2001, which will remain in full force and effect and govern all confidentiality issues with respect to such documents and information for the Term of the Decree.

B. Class Counsel agrees that any reports and or records to be furnished or maintained by MetLife as required by this Decree, constitute confidential information and shall not be disclosed by Class Counsel to any other person or entity other than (i) to the Named Plaintiffs and only to the extent necessary to reasonably carry out their Decree monitoring functions (and who shall in no event receive any information concerning the salaries paid to particular individuals or other personnel-related information unique to particular individuals, or other non-public confidential business information, and who shall be barred from any further disclosure of such confidential information to any other person or entity); or (ii) to the Court in connection with a proceeding arising under this Decree. Class Counsel further agrees that any information or reports received by them shall be used solely for the purpose of assessing compliance with this Decree, and for no other purpose (including, without limitation, in any judicial, administrative or arbitral proceeding).

C. Class Counsel agrees that upon the expiration of the statute of limitations for any malpractice action related to this Mitchell Action, they shall either (i) destroy any and all confidential information referenced in paragraphs A. and B. of this Section and provide a certification to MetLife of the destruction of all such confidential information; or (ii) return any and all confidential information to MetLife, who shall be responsible for storing it at its own expense.

D. Notwithstanding anything to the contrary, Class Counsel, MetLife, the Settlement Class members and the Named Plaintiffs (and any employees, agents or representatives thereof) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this settlement and all materials of any kind (including tax opinions and/or analyses) that are provided to them related to such tax treatment or tax structure.

XVIII. NOTIFICATION

A. Any notice hereunder shall be deemed sufficiently given if in writing and addressed as follows (or at such other address as MetLife and Class Counsel may subsequently designate):

1. For MetLife: Allen I. Fagin, Esq., Proskauer Rose LLP, 1585 Broadway, New York, New York 10036.

2. For Class Counsel: Teresa Demchak, Esq. or David Borgen, Esq., Goldstein, Demchak, Baller, Borgen & Dardarian, 300 Lakeside Drive, Suite 1000, Oakland, California 95612.

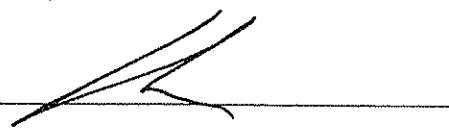
APPROVED BY COUNSEL FOR PLAINTIFFS

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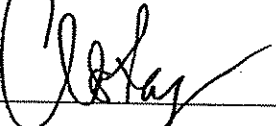
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