Exhibit A

LEGAL NOTICE BY ORDER OF THE COURT

You may have a claim for benefits in a proposed settlement involving Metropolitan life insurance sold before 1973 *to insure African Americans and other non-Caucasians.*

- This Notice is about a proposed settlement of a class action lawsuit involving Metropolitan Life Insurance Company ("Metropolitan").
- The lawsuit alleges racial discrimination in the sale of certain Metropolitan life insurance policies sold from 1901 through 1972, to insure African Americans and other non-Caucasians. **For many of these policies, agents went door-to-door to sell them and collect premiums.**
- If you or someone in your family had one of these policies, and the Court in charge of this case approves the settlement, you may be entitled to receive valuable settlement benefits.
- To get settlement benefits, you may need to submit the yellow "Claim Form" in this package.
- You also may have legal rights to exclude yourself from the settlement or to object. There are deadlines **soon** for each of these options.
- This is not a solicitation from a lawyer. A federal court authorized this notice. You are not being sued.
- Please read this entire package carefully. If you have any questions or do not understand something in this notice, call the Settlement Administration Center at 1-800-582-8748 (a free call) and someone will help you.
- If you use TDD/TTY, call 1-866-863-9528 if you need help.

Part 1: Basic Information About This Package

Why did I get this notice package?

You or someone in your family may have owned, been insured under, or received a death benefit from a Metropolitan life insurance policy that is part of this settlement. The policies included were sold from 1901 through 1972, to insure African Americans and other non-Caucasians. This package explains a lawsuit that some people filed about these policies, a proposed settlement of the lawsuit, what benefits are available, who can get benefits and how to get them. It also explains other legal rights you may have to get out of the settlement or object to it.

What is the lawsuit about?

The people who brought the lawsuit claim Metropolitan charged more for life insurance policies it sold to African Americans and other non-Caucasians than it charged to Caucasians. They brought the lawsuit for themselves and for all other people with policies like theirs. Metropolitan denies the claims.

Both sides now want to settle the lawsuit. Settling provides benefits to the people who brought the lawsuit and others with policies like theirs. It also avoids the costs, risks, and delays of a trial.

The proposed settlement will be reviewed by the Court in charge of this case to make sure it is fair, reasonable, and adequate for everyone who is part of the settlement. If the Court approves the settlement, and any appeals that may be filed are resolved, then the settlement benefits will be distributed.

The Court is the United States District Court for the Southern District of New York. The case is known as *Karl Thompson and Lucile Ellis, on behalf of themselves and all others similarly situated, vs. Metropolitan Life Insurance Company*. The Court's number for the case is 00-CIV-5071 (HB).

Part 2: Who Is In The Settlement?

How can I tell if I'm part of the settlement?

If there is a green page in this package labeled "Your Benefits Under the Settlement," then the person this package was addressed to is probably part of the settlement.

If there is not a green page in this package, you may still be included. You should continue reading and answer the three questions on the next page. After you answer the questions, if you believe you are part of the settlement, fill out the yellow page labeled "Claim Form" and return it no later than April 23, 2003.

Who is part of the settlement?

If you answer "Yes" to each of the three questions on the next page, then you probably are part of the settlement. If you answer "No" to any of the questions, you are not part of the settlement. **However, you may be able to get settlement benefits if you are a family member of a person who is part of the settlement but has died, so ask yourself the same three questions for your deceased relatives.** Page 6 of this notice tells you how to know if you can get a deceased relative's settlement benefits.

Here are the three questions:

QUESTION 1: Do any of these statements apply to you (or your deceased family member)?

- Metropolitan ***sold you*** a life insurance policy sometime from 1901 through 1972.

  OR

- Metropolitan sold someone else a life insurance policy sometime from 1901 through 1972, but ***you later became the owner.***

  OR

- Metropolitan sold a life insurance policy ***insuring your life*** sometime from 1901 through 1972.

  OR

- Metropolitan ***paid you a death benefit*** for a life insurance policy sold sometime from 1901 through 1972.

Yes? Continue. No? You are not part of the settlement.

QUESTION 2: Did that life insurance policy insure an African American or other non-Caucasian?

Yes? Continue. No? You are not part of the settlement.

QUESTION 3: Was that life insurance policy any of the types listed below?

- An **"Industrial"** life insurance policy

  (An "Industrial" policy will show an amount of insurance of less than $1,000, and probably will have the word "Industrial" printed on the policy. Metropolitan's agents went door-to-door to sell these policies and collect premiums. Premiums were payable weekly or monthly. These policies were only sold before 1965.)

  OR

- An **"Ordinary"** life insurance policy with a less-than-standard risk classification

  "Less-than-standard" means that the rate charged was "other than the best rate available." (If you aren't sure about your policy's "risk classification," but you think it's included, fill out and send in the yellow "Claim Form" in this package, or call the number below.)

  OR

- A **"Metropolitan Series"** life insurance policy that shows an amount of insurance of no less than $4,500, but no more than $5,000

  (To be included, this type of policy must have been sold no earlier than 1960 and no later than 1972. The number on the policy will include an "M." The number is shown on either page 1 or page 3 of these policies.)

Yes? You are probably part of the settlement. No? You are not part of the settlement.

If you answered "Yes" to all 3 questions for yourself, you're probably included.

Note: Only policies that were sold to an individual person or family are included. If the policy was sold to provide insurance through an employer or other organization, you are not part of the settlement.

If you answered "Yes" to all 3 questions for a family member who has died, that relative is probably included. Although this doesn't mean you're part of the settlement, you may be able to get the relative's settlement benefits. See Page 6 of this Notice for details.

If you answered "No" to any of the 3 questions - for yourself and for each of your deceased relatives - you are not eligible for any settlement benefits. You don't have to take any further action.

Still not sure if you or a deceased relative is included? Call 1-800-582-8748 for help. Or, complete and return the yellow "Claim Form" and we'll help you.

Since many of these policies were sold door-to-door, you may remember that *other* people in your neighborhood had them. If you know other people who have policies that may be part of the settlement, tell them they should call us to get a notice package.

Part 3: What You Have To Do Now

If I think I am part of the settlement, do I have to do something now?

Yes. There are 3 decisions you need to make right now if you are part of the settlement:

DECISION 1: Do you want to participate in the settlement?

If you decide to participate, you can get settlement benefits if the Court approves the settlement. You will not be able to sue Metropolitan again for the claims that are being settled. If you already have a lawsuit against Metropolitan about those claims, you cannot continue it.

If you do not want to participate, you must take the steps to get out of the settlement ("exclude yourself") that are explained on page 7 of this Notice ***by no later*** than December 30, 2002. If you exclude yourself, you will not get any settlement benefits.

DECISION 2: Do you need to fill out and send in a Claim Form?

If this package includes a green page called "Your Benefits Under the Settlement," *and* it says "you do *not* need to fill out and return the yellow 'Claim Form' to receive these benefits," then you don't need to send in a Claim Form for that policy. Otherwise, you must fill out and send in a Claim Form, **postmarked no later than April 23, 2003**, to see if you can receive benefits.

Even if the green "Your Benefits" page says you don't need to send in a Claim Form for one policy, you should send in a Claim Form if you think you or your deceased relatives had other policies that are part of the settlement. Page 6 of this Notice describes who can get the settlement benefits for a person who is part of the settlement but has died.

If I need to file a Claim Form, what do I need to do?

Fill out, sign, and return the yellow Claim Form in this package so that it is **postmarked no later than April 23, 2003**. This notice package includes a pre-addressed and pre-paid envelope that you may use to send in a Claim Form. Or, get a Claim Form on the Internet, at www.lifesettle.com. If you fill out a form on the Internet, the completed Claim Form will be sent to you for you to sign and return.

Try to find the policy so you can include the policy number on the Claim Form. See www.lifesettle.com for some examples of policies and where policy numbers may be found. Even if you can't find the policy, include as much information in the Claim Form as you can. The more information you provide the better chance Metropolitan has to find the policy. If we can't find a record of the policy, you may not get any benefits.

If you are not sure if you need to file a Claim Form, or if you need help filling one out, please call 1-800-582-8748 (a free call).

DECISION 3: Do you want to act on any other rights and options?

If you decide to participate, you can also object to the settlement, or appear at the final "Fairness Hearing" in Court. Read about these and other rights starting at Page 8 of this Notice.

Part 4: The Settlement Benefits

What is the value of the settlement benefits?

The settlement offers benefits presently valued at approximately $150 million.

What benefits can I get as part of the settlement?

The exact amount of settlement benefits any one person may get can't be specified until after all claims have been filed and the settlement is final. But if this package includes a green page called "Your Benefits Under the Settlement," that page will give you information about what benefits you may get. Even if this package doesn't include a green page, we can give you more information about your benefits if you have your policy number.

Generally, settlement benefits depend on:

- The type of policy
- Whether it is still "in force" (active and providing coverage)
- Whether it has already paid a death or maturity benefit
- Whether it was terminated or surrendered

A. In-Force Policies – Settlement Benefits

If a policy is still providing insurance coverage (meaning that it hasn't paid a death or maturity benefit to anyone, been surrendered, or terminated), the settlement will provide extra insurance benefits that will be paid at the earliest of death, maturity, surrender, or termination. If you are eligible for these increased benefits, you will be given the chance after the settlement is final to choose an immediate cash payment instead. However, the death benefit increase will be greater than the cash payment.

In addition, for certain Ordinary policies that were issued in the 1920s and 1930s on a "substandard" or "intermediate" basis and are still providing insurance coverage, future dividends will be at the same level as policies issued on a "standard" basis.

B. Policies That Already Paid Death or Maturity Benefits – Settlement Benefits

If a policy has already paid a death benefit or a maturity benefit, the settlement will provide a cash payment to increase the death or maturity benefit that already has been paid.

C. Surrendered or Terminated Policies – Settlement Benefits

If a policy has already been surrendered or terminated, the settlement benefits will depend on the type of policy:

- For ***most*** terminated policies, the settlement will provide 5 years of free death benefit coverage. The new coverage will start when the Court has given final approval to the settlement. If the person

who was insured under the terminated policy dies within the 5 years of coverage, the settlement will provide for payment of cash. (If the person who was insured is deceased, someone else can be chosen to be covered for the 5-year period.)

- For some terminated policies, the settlement will provide a cash payment.

NOTE: Unless this package has a green "Your Benefits Under the Settlement" sheet that says you don't need to file a Claim Form, you need to file a Claim Form to get any of these benefits. Claim Forms are due by April 23, 2003.

D. Distributing the Benefits to Relatives or an Estate

Can I get my deceased relative's settlement benefits?

If your relative is part of the settlement but has died, you may be able to get his or her settlement benefits. Fill out the yellow Claim Form included in this package and return it ***postmarked no later than April 23, 2003.***

Or, if you can show that you were the one who handled a relative's affairs when he or she died, you may make a claim for the relative's settlement benefits on behalf of the estate. Please call 1-800-582-8748 for more information on what you need to do to act on behalf of the estate.

What if more than one person claims a deceased relative's settlement benefits?

If more than one person claims a deceased relative's settlement benefits, the one with the highest "priority" will get the benefits. For most settlement benefits, the following priorities apply:

Priority:
1. Person Entitled to Act for the Deceased's Estate.
2. Deceased's Husband, Wife or Domestic Partner.
3. Deceased's Son or Daughter.
4. Deceased's Mother or Father.
5. Deceased's Sister or Brother.
6. Deceased's Grandchild/Great Grandchild.
7. Any Other Relative of the Deceased.

For most of the settlement benefits, if more than one relative with the same "priority" files a claim, settlement benefits generally will be split equally among all of them. For terminated policies receiving "free death benefit coverage," however, the person entitled to act for the deceased's estate has first priority. But if that person doesn't file a claim, then the first relative who files a claim will get the free death benefit coverage and be able to exercise all rights under it.

Before you can get a deceased relative's settlement benefits, you will need to agree to be bound by the release of claims in this case. See page 11 of this Notice for details.

How much will Metropolitan pay to provide these benefits?

The settlement requires Metropolitan to provide settlement benefits costing at least $52 million, but no more than $90 million, in present value dollars. If, once all claims have been processed, the total sum of the cost of all settlement benefits is less than $52 million, than the benefits provided will be increased so that the total cost is $52 million. If the total cost is more than $90 million, then the benefits provided will be decreased so that the total cost is $90 million.

Does the settlement have any other benefits?

Metropolitan also has agreed as part of the Settlement to contribute up to $5 million to the United Negro College Fund for scholarships. This contribution is in addition to the $52 million minimum cost of settlement benefits, but will be reduced to the extent necessary to provide class members with the full $90 million maximum cost of settlement benefits.

In addition to paying for the settlement benefits, Metropolitan will pay the costs of administering the settlement, its own lawyers, and any final award of attorneys' fees to Class Counsel.

Under the settlement, Metropolitan will perform new searches for other policies where death or maturity benefits may be payable. Metropolitan will use its best efforts to find and pay anyone who is owed these benefits.

Will I be taxed for any settlement benefits I get?

Your taxes might be affected if you get benefits, and Metropolitan may send a Form 1099 to you and to the IRS. Ask your own tax advisors how the settlement may affect your taxes. Neither Metropolitan nor Class Counsel can give you any tax advice.

Part 5: Excluding Yourself From The Settlement

If I don't want to get any benefits, and I don't want to be bound by the settlement, how do I get out?

If you do not want settlement benefits, and don't want to give up any rights because of the settlement, you must send a **"Request for Exclusion"** so that it is **received** at *the address below* ***no later than December 30, 2002.*** *State the following in writing:*

1. "Request for Exclusion – Thompson v. Metropolitan Life, No. 00-CIV-5071 (HB)."
2. Your name, address and telephone number.
3. The policy number for each policy you want to exclude from the settlement, if you have it.
4. The names of the people insured under any policies you want to exclude.
5. A statement that you want to be excluded from the settlement for each policy listed.
6. Your signature.

Mail your "Request for Exclusion" to:

Settlement Administrator
Thompson v. Metropolitan Life
P.O. Box 61
Minneapolis, MN 55440-8511

If you ask to be excluded, you will not get any settlement benefits, and you cannot object to the settlement. Also, you will not be bound by anything that happens in the settlement. If your Exclusion Request is not received by December 30, 2002, you will not be excluded.

A few more things about Exclusion Requests to keep in mind:

- If you own more than one policy that is part of the settlement, you may stay in the settlement for some policies, but exclude others. You can get settlement benefits only for the policies in the settlement. You will not get settlement benefits for any policies you ask to exclude. *(If you don't list specific policy numbers in your Request for Exclusion, any policies that are part of the settlement will be excluded.)*

- If you and someone else are both part of the settlement for the same policy, and either one of you excludes yourself, you *both* will be excluded from the settlement. Neither one of you will get any settlement benefits.

- You cannot exclude a deceased relative's policy from the settlement even if you can get the relative's settlement benefits, with one exception. If you are the administrator or personal representative of the estate of someone who is part of the settlement, you may ask to exclude the policy on behalf of the estate.

If I stay in the settlement, may I sue Metropolitan for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Metropolitan for the claims resolved by this settlement. Attached to this Notice is something called "Release of Claims." It describes exactly the legal claims you give up if you stay in the settlement. It is very important for you to read the Release of Claims carefully so you understand what you give up in exchange for getting settlement benefits. If you have a pending lawsuit, you must exclude yourself from the class to continue the lawsuit. Speak to your attorney in that case about this settlement before the exclusion deadline in this case.

There is also an injunction against other lawsuits. This means that, while the proposed settlement is pending, the Court will not allow anybody to sue, or continue to sue, Metropolitan based on the claims in this case. When the settlement is finalized, the parties will ask the Court to prohibit individuals who have not excluded themselves from suing Metropolitan for the claims that are being settled. They also will ask the Court to prohibit *anyone* - even if he or she has requested exclusion - from trying to sue Metropolitan on behalf of people who have not excluded themselves, or from seeking or using in other lawsuits any information about the allegations of company-wide practices made in this case.

Part 6: The Lawyers For The Class

Do I have an attorney in the case?

The Court chose three law firms, Milberg Weiss Bershad Hynes & Lerach LLP; Bonnett, Fairbourn, Friedman & Balint, P.C.; and Herman Herman Katz & Cotlar, LLP, together to represent you as "Lead Counsel." Other lawyers from many parts of the country (called "Class Counsel") have assisted Lead Counsel in this case. ***You will not be charged for the services or expenses of any of these attorneys.***

How will Class Counsel be paid?

Counsel for Class Members will ask the Court for an award of attorneys' fees and expenses based on the total value of the settlement. Metropolitan will pay the attorneys' fees and expenses awarded by the Court. ***You don't have to pay any attorneys' fees or expenses, and they will not reduce the settlement benefits available to you and other Class Members in any way.***

Also, Class Counsel may ask the Court to award each of the six people who brought the lawsuit up to $5,000 in additional settlement benefits for their efforts in bringing and prosecuting this case.

Part 7: Objecting To The Settlement

May I tell the Court if I don't like the settlement, or some part of it?

If you are part of the settlement and do not choose to exclude yourself, you can object to the settlement and give reasons why you think the settlement should not be approved.

To object, you must:

(1) *Not* exclude yourself.

(2) On your own paper, write:

- "Objection- Thompson v. Metropolitan Life, No. 00-CIV-5071(HB)."
- Your name, address and telephone number.
- Your policy number (if you have it).
- The reasons why you object to the settlement.

Your written objection must be *filed* with the Court by December 30, 2002 in order for the Judge to consider it. You can deliver it or mail it, but it must arrive at the Court on time to:

Clerk of the Court
United States District Court for the
Southern District of New York
500 Pearl Street
New York, NY 10007

You must also deliver or mail copies of your objection to Lead Counsel **and** Metropolitan's counsel so that they arrive by December 30, 2002.

Lead Counsel's address is:

John J. Stoia, Jr.
JoBeth Halper
Milberg Weiss Bershad Hynes & Lerach LLP
401 B. Street, Suite 1700
San Diego, CA 92101

Metropolitan's counsel's address is:

Bruce E. Yannett
Debevoise & Plimpton
919 Third Avenue
New York, NY 10022

Part 8: The Court's Fairness Hearing On The Settlement

When will the Court decide whether to approve the settlement?

On February 7, 2003, at 10:00 a.m. Eastern Time, the Court will hold a "Fairness Hearing." At this hearing, the Court will decide whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also formally exclude anyone who has asked to be excluded. The Court may also decide how much in attorneys' fees should be paid to Class Counsel. The hearing will be at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York, in Courtroom 23B. The Court may change the date or time of the hearing without notifying you.

Do I have to come to the "Fairness Hearing"?

No. The attorneys who have been appointed to represent everyone who is part of the settlement will attend and answer any questions the Court may have about the settlement. However, you are welcome to come, at your own expense. You may also have your own lawyer attend, but it is not necessary. If you hire a lawyer other than Class Counsel, you must pay that lawyer yourself.

May I, or my own lawyer, speak at the "Fairness Hearing"?

If you, or a lawyer you hire at your own expense, properly file an objection to the settlement, you may ask the Court to speak at the Fairness Hearing. However, you don't have to come to Court to present your objection. As long as you have properly filed your written objection, the Court will review it.

If you want to speak at the hearing, write on a piece of paper:

- "Notice of Intention to Appear - Thompson v. Metropolitan Life, No. 00-CIV-5071 (HB)."
- Your name, address and telephone number.
- Your policy number (if you have it).
- That you or your lawyer will appear at the hearing.

Your Notice of Intention to Appear must be ***filed*** with the Court and delivered to Class Counsel and Counsel for Metropolitan (not just mailed, but in their hands) **by December 30, 2002**. The addresses appear on page 9 of this Notice.

You or your attorney may also, at your expense, go to the office of Class Counsel to review the documents and materials obtained during "discovery" while the case was being litigated. You need to make an appointment with Class Counsel. Discovery materials are available for review until December 23, 2002. Before you (or your attorney) may review documents, you will first have to sign a confidentiality agreement that says you will only use the materials for this case. If you hire an attorney, he or she must file a Notice of Appearance with the Court, and serve the notice on Lead Counsel and counsel for Metropolitan. The Court and the attorneys must receive any notice of appearance no later than December 30, 2002.

Part 9: More Information

How may I get more information?

This is only a summary. There is a document called the "Stipulation of Settlement" that fully describes the settlement. There is also an "Amended Consolidated Class Action Complaint," which fully describes the allegations in this case. These are on file with the Clerk of the Court in the United States District Court for the Southern District of New York. You may review these documents at the Clerk's office at any time during normal business hours. You may also call 1-800-582-8748 to ask any questions about the settlement. (If you use a TDD/TTY terminal for the hearing impaired, call 1-866-863-9528.) These are free calls. An operator who has been trained about the settlement will answer the call. You may also speak, for free, to the lawyers who brought this lawsuit. Just ask how to speak with a lawyer.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT.

DATED: August 29, 2002 CLERK OF THE COURT

Release of Claims

I. Plaintiffs and all Class Members hereby expressly agree that they shall release, acquit, and forever discharge the Releasees from, and shall not now or hereafter institute, receive any individual benefits from, maintain, maintain a right to or assert against the Releasees, either directly or indirectly, on their own behalf, or on behalf of the Class or any other person or entity, any and all causes of action, claims (known or unknown), demands or rights, including, without limitation, claims for damages, interest, or equitable or legal relief, or individual administrative relief, including reformation, rescission, restitution, declaratory or injunctive relief, imposition of constructive trust, or damages of any kind, including punitive damages or other damages in excess of actual damages, claims for mental anguish, claims of civil rights violations, and discrimination based on race and national origin, and claims for fraud, misrepresentation, unfair competition, and unfair or deceptive trade practices related to race or national origin, whether based on federal, state or local law, statute, ordinance, regulation, contract, common law, or any other source, including, without limitation, the provisions of federal and state civil rights laws, respecting discrimination on the basis of race or national origin including, without limitation, 42 U.S.C. § 1981; 42 U.S.C. § 1982; 41 U.S.C. § 1983; 42 U.S.C. § 1985; 42 U.S.C. § 1985(3); 42 U.S.C. § 1986; 42 U.S.C. § 1988; 42 U.S.C. § 2000a et seq.; and state constitutions, statutes, and municipal ordinances modeled after provisions of the Civil Rights Act of 1964, that have been, could have been, may be or could be alleged or asserted now or in the future by Plaintiffs or any Class Member against the Releasees or any of them in this Action or in any other court action or before any administrative body (including any brought by or on behalf of any state attorney general or Department of Insurance or other regulatory entity or state prosecutorial or other organization), tribunal, arbitration panel, or other adjudicatory body on the basis of, connected with, arising out of, or related to, in whole or in part, any or all of the acts, omissions, nondisclosures, facts, matters, transactions, occurrences, or oral or written statements or representations that have been alleged or asserted in the Action, including without limitation relating to:

A. Any discrimination based on race or national origin by any of the Releasees prior to the Execution Date in connection with, or related directly or indirectly to, the marketing, solicitation, application, underwriting, risk classification, issuance, change-issuance, re-issuance, reinstatement, design, type, structure, terminology, pricing, premiums, charges, rates, premium mode, acceptance, sale, purchase, operation, retention, administration, debit or home service collection, servicing, performance, dividends, cash values, benefits (including non-forfeiture benefits), or provision of demutualization shares, on the basis of or with respect to, any Policy;

B. Any Company effort or failure to discontinue or correct, or to remedy the effects of, discrimination on the basis of race or national origin in connection with the matters described in Paragraph I.A of this Release above;

C. Any consideration of an applicant's or insured's socio-economic status, occupational status, moral character or hazard, social status, economic level, income, or place of residence in connection with the pricing, purchase, sale, underwriting, issuance or administration of any Policy;

D. Any use of a mercantile report or medical examination in connection with the pricing, purchase, sale, underwriting, or issuance of any Policy;

E. Any request for any information from an applicant or insured related to race or national origin in connection with the pricing, purchase, sale, underwriting, or issuance or administration of any Policy;

F. Any limitation or restriction on the amount of insurance made available to Class Members, individually or in the aggregate, related to race or national origin, leading up to the purchase of, or in connection with, any Policy;

G. Any Class Member was charged premiums for any Policy, based on race or national origin, that were excessive, unconscionable or unreasonable;

H. The frequency with which premiums for a Policy were paid or collected, or the method or system by which premiums were paid or collected, including without limitation the Company's reflection of the costs of premium collection or administration in the premiums paid for, dividends provided to, or other benefits provided by any Policy;

I. The suitability or appropriateness of the purchase or sale of a Policy or Policies to an applicant or insured based on race or national origin, instead of one or more other Policies or other life insurance policies;

J. Any training, instructions, or encouragement by the Company to any of the Company's general agents, agents, account representatives, sales representatives, managers, district office clerks, managing directors, producers, and representatives relating directly or indirectly to race, concerning (*i*) the frequency with which Policy premiums were to be paid or collected, (*ii*) the type, size or number of life insurance policies to offer or sell to Class Members, or (*iii*) any disclosure or non-disclosure of the alleged discriminatory practices described in Paragraph I.A of this Release above;

K. The sale or marketing of any Policy as "burial" protection;

L. The Company's agent commission payment practices, methods or schedules with respect to any Policy, including without limitation the commission paid in connection with the sale of any Policy compared to the commissions payable in connection with the sale of any other life insurance policy;

M. The application of the cash values of any Policy toward the provision of insurance coverage under a contractual non-forfeiture option, including any past or future expiration of any Industrial Policy's insurance coverage under the extended term non-forfeiture option;

N. The Company's apportionment, provision or distribution of shares of MetLife, Inc. stock as part of its 2000 demutualization to any Class Member, or amount of shares allocated to any Class Member, including, without limitation, the shares received by any Class Member in relation to the shares received by any other person or entity, related to race or national origin; ***provided however***, that nothing in this Paragraph I.N shall be construed to bar, limit or restrict any putative or certified class action pending as of the Execution Date and alleging that the Company's 2000 demutualization was unlawful or to otherwise limit the participation of any Class Member in any such action;

O. The Company's methods or actuarial principles for the apportionment and payment of, determination of, or amount of dividends on any Policy, including, without limitation, the dividends of any Policy in relation to the dividends of any other life insurance policy or the form of payment of dividends, based on race or national origin;

P. With respect to any Policy on which a death, maturity or endowment benefit has been paid by the Company, any failure to pay, delay in paying, or failure to inform any person of, such benefits under a Policy, including without limitation any failure to disclose that a Policy has lapsed, become paid-up or been placed on non-forfeiture status;

Q. The Company's methods or practices for notifying persons or entities to whom Policy benefits have become payable, including without limitation any escheatment of a Policy's benefits to a governmental authority or alleged non-compliance with any state unclaimed property laws;

R. Any refusal or failure to disclose actuarial information or assumptions, mortality experience or assumptions, underwriting practices or policies, or rate information concerning any Policy, relating to race or national origin;

S. Disclosures in any local or state regulatory filing by the Company relating to any matter described in this Paragraph I;

T. Any or all acts, omissions, nondisclosures, facts, matters, transactions, occurrences or oral or written statements or representations in connection with or directly or indirectly relating to the Settlement Agreement or the settlement of the Action; and/or

U. Any and all claims for attorneys' fees, costs or disbursements incurred by Lead Counsel or any other counsel representing Plaintiffs or Class Members in this Action, or by Plaintiffs or the Class Members in this Action, or any of them, in connection with or related in any manner to the Action, the settlement of the Action, the administration of such settlement and/or the matters described in Paragraph I.A of this Release above, except to the extent otherwise specified in the Settlement Agreement.

II. Nothing in this Release shall be deemed to alter, limit or affect (*i*) a Class Member's contractual rights to make a claim for benefits that will become payable in the future pursuant to the express terms of the policy form issued by the Company (except where such benefit has been or is paid, as described in Paragraph I.P of this Release) or (*ii*) a Class Member's right to assert any claim that independently arises from acts, facts or circumstances arising after the Execution Date; ***provided however***, that this provision shall not entitle a Class Member to assert claims that relate directly or indirectly to any act, fact or circumstance arising prior to the Execution Date that is alleged in the Action or described in paragraphs I.A, I.B or I.C, above.

III. Plaintiffs and all Class Members expressly agree that this Release will be, and may be raised as, a complete defense to and will preclude any action or proceeding encompassed by this Release.

IV. Plaintiffs and Class Members expressly understand that principles of law such as Section 1542 of the Civil Code of the State of California provide that a general release does not extend to claims which a 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. To the extent that, as a result of or notwithstanding the choice of law provisions in the Settlement Agreement, California or other law may be applicable, Plaintiffs and the Class Members hereby agree that the provisions of Section 1542 and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction which may be applicable herein, are hereby knowingly and voluntarily waived and relinquished by Plaintiffs and the Class Members, and Plaintiffs and the Class Members hereby agree and acknowledge that this is an essential term of both the Settlement Agreement and this Release.

V. In connection with this Release, Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, with respect to the matters released herein or with respect to their Policies for acts, facts, circumstances or transactions occurring or arising prior to the Execution Date. Nevertheless, it is the intention of Plaintiffs and the Class Members in executing this Release fully, finally and forever to settle and release all such matters, and all claims relating thereto, which exist, hereafter may exist, or might have existed.

VI. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, provided that such action shall be brought in the United States District Court for the Southern District of New York.

VII. Nothing in this Release shall be deemed to release, extinguish or otherwise compromise in any way a Class Member's claims for (*a*) physical personal injury, theft, forgery or embezzlement; or (*b*) misappropriation of an individual Policy's premiums or benefits by an individual agent or employee of the Company acting without the Company's knowledge, authorization or consent. The Company expressly waives any argument that any such claim is precluded by *res judicata*, collateral estoppel, or any other doctrine proscribing the splitting of claims.

VIII. Upon the Final Settlement Date, each of the Releasees shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally and forever released, relinquished and discharged each and all of the Plaintiffs, Lead Counsel and Class Counsel from all claims (including unknown claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Action or the claims included in this Release.

IX. Plaintiffs, the Company and the Class Members hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement.

X. This Release is the result of a compromise of disputed claims and shall never at any time be used as evidence of any admission of liability by the Company.

XI. As used in this Release, the following terms shall have the following meanings:

1. "Action" shall mean the lawsuit captioned *Thompson, et al. v. Metropolitan Life Insurance Company*, No. 00 Civ. 5071 (HB), and all cases consolidated with it, including, but not limited to, *Justin, et al. v. Metropolitan Life Insurance Company*, No. 00 Civ. 9068 (HB), *McCallop v. Metropolitan Life Insurance Company*, No. 01 Civ. 2090 (HB) and *Billups v. Metropolitan Life Insurance Company*, No. 01 Civ. 5579 (HB).

2. "Class" or "Class Members" shall mean all Holders (including their estates) of Policies, but shall not include (unless and to the extent such persons or entities are Class Members by virtue of their status as Holder of another Policy) the following: (*i*) any entity that is not a natural person (such as a funeral home, creditor, institutional assignee or state government, or any branch, department or entity thereof) and that is an assignee of the benefits of, or is not an owner of, a Policy; (*ii*) any persons or entities who are Holders (or their estates) of a Policy (*a*) for which a timely request for exclusion from the proposed class has been received from any Holder, or from any estate of a Holder that has satisfied the requirements of Section II.C of the Settlement Agreement; (*b*) that was issued by the Company, but not accepted and paid for, or was returned to the Company as part of the exercise of a free look provision in the Policy; or (*c*) that is the subject of a release signed by any person or entity while represented by counsel settling a claim or dispute and releasing the Company from any further liability concerning such Policy; and (*iii*) any insurance company that owns or owned a Policy pursuant to an absolute assignment effected as part of an exchange under section 1035 of the Internal Revenue Code.

3. "Class Counsel" shall mean Milberg Weiss Bershad Hynes & Lerach LLP; Bonnett, Fairbourn, Friedman & Balint, P.C.; James, Hoyer, Newcomer & Smiljanich, P.A.; Watson Jimmerson Givhan & Martin, P.C.; Whatley Drake, LLC; Arnzen, Parry & Wentz, P.S.C.; Herman Herman Katz & Cotlar, LLP; Carter & Cates; The Nygaard Law Firm; Barrett, Tomey, Broom, Hughes & Wesley;

Campbell, Waller & Loper, LLC; Foote, Meyers, Miekle, Flowers & Solano, LLC.; and Specter Specter Evans & Manogue, P.C.

4. "Company" shall mean Metropolitan Life Insurance Company.

5. "Execution Date" shall mean August 29, 2002.

6. "Final Judgment" shall mean the judgment entered by the United States District Court for the Southern District of New York pursuant to an order approving the settlement of the Action.

7. "Final Settlement Date" shall mean the date on which the Final Judgment and the court's order approving the settlement of the Action become final. For purposes of this definition, the Final Judgment and order approving the settlement of the Action shall become final: (*i*) if no appeal is taken therefrom, on the date on which the time to appeal has expired; (*ii*) if any appeal is taken therefrom, on the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for *certiorari* or any other form of review, have been finally disposed of in a manner resulting in an affirmance of the Final Judgment and the order approving the settlement of the Action; or (*iii*) on a date after entry of the Final Judgment and the order approving the settlement of the Action, which date counsel for the Plaintiffs and the Company agree to in writing.

8. "Holders" shall mean, with respect to any Policy, the following persons and entities: (*i*) all past and present owners of Ordinary Policies; (*ii*) all past and present insureds under Industrial Policies; (*iii*) all individual assignees of Industrial Policies that have been assigned by the Policy's named Insured; and (*iv*) all payees of the contractual death benefits of Policies, where such death benefits became payable prior to August 19, 2002 based upon the death of the insured under the Policy.

9. "Industrial Policies" shall mean the following life insurance policies issued by the Company from its Industrial Department: (*a*) Any policy issued in a substandard policy plan, where (*i*) the Company's records do not indicate the race of the insured as Caucasian, and (*ii*) the policy's terms required payment of weekly premiums; (*b*) Any policy issued in a substandard policy plan from January 1, 1927 through December 31, 1929, where (*i*) the Company's records do not indicate the race of the insured as Caucasian, and (*ii*) the policy's terms required payment of monthly premiums; *and* (*c*) Any other policy insuring the life of a non-Caucasian.

10. "Lead Counsel" shall mean the law firms of Milberg Weiss Bershad Hynes & Lerach LLP; Bonnett, Fairbourn, Friedman & Balint, P.C.; and Herman Herman Katz & Cotlar, LLP.

11. "Ordinary Policies" shall mean the following life insurance policies issued by the Company from its Ordinary Department: (*a*) Any policy issued in the Endowment at 80, 25-Year Endowment or 25-Pay Life policy plan from January 1, 1930 through December 31,1935, for which the Company's records do not indicate the race of the insured as Caucasian; (*b*) Any policy insuring the life of a non-Caucasian issued by the Company from January 1, 1920 through December 31, 1929 in an intermediate policy plan; (*c*) Any other policy issued with an intermediate, special-class or other substandard risk classification, and insuring the life of a non-Caucasian; and (*d*) Any policy that (*i*) was issued by the Company from its Ordinary Department from 1960 through 1972; (*ii*) has a nine-digit policy number with a suffix of M, M1, M3, MS, M1S, or M3S, the first two digits of which are 60 to 72, inclusive; (*iii*) insured the life of a non-Caucasian; *and* (*iv*) had a Face Amount at the time the policy was issued of no less than $4,500 and no greater than $5,000.

12. "Plaintiffs" shall mean Karl M. Thompson, Lucile Ellis, Charlene McCallop, Marguerite Guillmette Justin, Adrienne Delpit Blazio, Myron Billups (as the administrator of the Estate of Nellie Gillespie) and any other Class Members added to any subsequent pleading as named plaintiffs, *in their individual and representative capacities.*

13. "Policy" or "Policies" shall mean any and all Industrial Policies and Ordinary Policies for which the policy contract sets forth an "issue date" during the period from January 1, 1901 through December 31, 1972, inclusive; ***provided however***, that any Company life insurance policy for which the claims asserted in the Action have been previously litigated and resolved or dismissed with prejudice, and are barred by the doctrine of ***res judicata***, shall not be a Policy; ***and provided however***, that any Company life insurance policy for which any Holder, or estate of a Holder that has satisfied the requirements of Section II.C of the Settlement Agreement, has timely requested exclusion from the proposed class shall not be a Policy.

14. "Releasees" shall mean the Company and each of its past, present and future parents (including intermediate and ultimate parents), subsidiaries, affiliates, predecessors, successors, and assigns, and each of its respective past, present, and future officers, directors, employees, district office clerks, general agents, agents, managers, managing directors, producers, sales representatives, account representatives, brokers, solicitors, attorneys, insurers, successors and assigns, or any of them, including any person or entity acting on behalf or at the direction of any of them.

15. "Settlement Agreement" shall mean the Stipulation of Settlement between Plaintiffs and the Company, dated August 29, 2002, together with any and all exhibits and amendments thereto.

Thompson v. Metropolitan Life Insurance Company

POLICY CLAIM FORM INSTRUCTIONS

After reading the Notice, if you believe you may be eligible for settlement benefits, please complete this claim form and send it to the settlement administrator in the enclosed **postage-prepaid** envelope no later than **April 23, 2003**.

- Include as much information in the claim form as you can. The more information you provide, the better chance Metropolitan has to find the policy.
- **Complete one form for each insured person.** If you wish to file a claim form for more than one insured person, you may photocopy this form or call 1-800-582-8748 to receive additional copies.
- **You <u>must</u> sign the Verification in order for your claim to be considered.**
- Please attach copies of any documents that might help us identify a policy covered under the settlement.
- If you have a ***relative*** who may be part of the settlement but who has ***died***, you must complete this Claim Form as best you can to make a claim for your relative's settlement benefits.
- If the insured is deceased, please also send in a copy of the death certificate. If you do not currently have one in your possession, you are not required to obtain one at this time.

Questions? Need help?

Call 1-800-582-8748 (a free call)

Thompson v. Metropolitan Life Insurance Company

POLICY CLAIM FORM

SEND YOUR COMPLETED AND SIGNED CLAIM FORM *BEFORE APRIL 23, 2003*, IN THE SELF-ADDRESSED ENVELOPE PROVIDED. If you have questions or need help, please call 1-800-582-8748. **REMEMBER TO COMPLETE AND SIGN THE VERIFICATION BELOW.**

SECTION 1

1. What is the policy number? _____
   (this is located on the policy itself, or on any letters, statements or receipts from Metropolitan)
   IF YOU DO NOT HAVE A POLICY NUMBER, SECTION 2 ON THE BACK OF THIS FORM WILL NEED TO BE COMPLETED.

2. Who is/was the named Insured on the policy? _____

3. Named Insured's (if alive) current address _____

   _____ City ___ State ___ Zip

4. Named Insured's Social Security Number ___ ___ ___ – ___ ___ – ___ ___ ___ ___

5. What is the named Insured's date of birth? (approximate, if necessary) ___ ___ – ___ ___ – ___ ___ ___ ___
   Month Day Year (Required)

6. If the named Insured is deceased, what was the approximate date of death? ___ ___ – ___ ___ – ___ ___ ___ ___
   Month Day Year (Required)

7. *Please check all boxes that describe your connection to this policy and fill in the requested information.*

   ☐ I am the named Insured on the policy
   ☐ I am not the named Insured but am the Owner of the policy
   ☐ As Beneficiary I received the death benefit under the policy
   ☐ The named Insured on the policy is/was my _____ (e.g. mother, father, husband, wife)
   ☐ The Owner of the policy who is other than the named Insured is/was my _____ (e.g. mother, father, husband, wife)
   ☐ The Beneficiary who received the death benefit paid on the policy is/was my _____ (e.g. mother, father, husband, wife)
   ☐ Other (please describe) _____

If you have given us the policy number and provided the other information requested above, please complete and sign the Verification below. You do not need to complete Section 2 on the back of this form.

IF YOU HAVE NOT PROVIDED THE POLICY NUMBER, PLEASE ANSWER THE QUESTIONS IN SECTION 2 AS BEST AS YOU CAN AND THEN COMPLETE AND SIGN THE VERIFICATION.

VERIFICATION Must be completed for all claims

I (print your name) _____, **DECLARE UNDER PENALTY OF PERJURY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THE INSURED UNDER THE POLICY IS OR WAS AN AFRICAN AMERICAN OR OTHER NON-CAUCASIAN.**

Your Signature (Required) _____

Your Current Address _____

_____ City ___ State ___ Zip

Your Phone Number (___ ___ ___) ___ ___ ___ – ___ ___ ___ ___

Your Social Security Number ___ ___ ___ – ___ ___ – ___ ___ ___ ___

BE SURE TO COMPLETE THIS PAGE IF YOU DID NOT PROVIDE YOUR POLICY NUMBER IN SECTION 1.

SECTION 2 For completion **only when a policy number is not provided**

Please answer all of the questions below as well as you can. If you have any documents that might help us identify the policy, please include *copies* when you send this claim form (this is helpful but not required). The more information you provide, the better chance we will be able to identify the policy. If we don't have enough information to identify the policy, settlement benefits may not be available.

8. What other names was the Insured known by? _____
   Maiden Names and/or Nicknames

9. What was the Insured's address when the policy was purchased?

   _____
   Address

   _____ ___ ___ ___ ___ ___ ___ ___ ___
   City State Zip

10. What year was the policy purchased? (Approximate, if necessary) ___ ___ ___ ___
    Year

11. What is the Insured's place of birth? _____ ___ ___
    City State

12. What is the name of the agent who wrote the application and/or collected premiums? _____

13. What were the full names of the parents of the Insured?

    _____ _____
    Mother's Name Father's Name

14. If you know the numbers of any *other* policies issued on the Insured or other family members, please provide them to help us search for this policy.

    _____ _____

    _____ _____

REMEMBER TO COMPLETE AND SIGN THE VERIFICATION ON THE FRONT OF THE FORM.

Questions? Need help?
Call 1-800-582-8748 (a free call)

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" included in this package to receive these benefits.

Insured Name: <Sample A. Sample>

Death Benefit Payee: <Payee B. Payee>

Policy Number: <123456789>

Policy Status as of August 19, 2002: Death Benefit Paid

Under this settlement, you may receive:

A Cash Payment. This payment will increase the policy death benefits that were previously paid by [XX] percent of the Face Amount[, plus an additional amount].

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

Also, you may get more packages like this one for other policies. Keep all of them for your records.

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" included in this package to receive these benefits.

Insured Name: <Sample A. Sample>

Policy Number: <123456789>

Policy Status as of August 19, 2002: In-Force

Under this settlement, you may receive:

Enhanced Insurance Benefits. *This benefit will increase the payments made* under the policy by [XX] percent[, plus an additional amount,] when it pays a death, maturity or cash surrender benefit. After the settlement is final, you will have the chance to choose a cash payment instead.

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

Also, you may get more packages like this one for other policies. Keep all of them for your records.

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" included in this package to receive these benefits.

Insured Name: <Sample A. Sample>

Policy Number: <123456789>

Policy Status (as of July 12, 2002): Matured

Under this settlement, you may receive:

A Cash Payment. This payment will increase the policy maturity benefits that were previously paid by [XX] percent of the Face Amount[, plus an additional amount].

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

Also, you may get more packages like this one for other policies. Keep all of them for your records.

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

YOUR BENEFITS
UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" included in this package to receive these benefits.

Insured Name: <Sample A. Sample>

Policy Number: <123456789>

Policy Status as of August 19, 2002: Terminated

Under this settlement, you may receive:

[print below paragraphs only if apply:]

Free Death Benefit Coverage. This benefit will provide 5 years of free, new death benefit coverage at [XX] percent of the policy's Face Amount.

A Cash Payment. This payment will increase the policy cash surrender benefits that were previously paid [by [XX] percent of the Cash Value].

***If you have other policies that are part of the settlement, you may* need to file a Claim Form to be eligible for settlement benefits based on those policies.**

Also, you may get more packages like this one for other policies. Keep all of them for your records.

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" included in this package to receive these benefits.

Insured Name: <Sample A. Sample>

Death Benefit Payee: <Payee B. Payee>

Policy Number: <123456789>

Policy Status as of August 19, 2002: Death Benefit Paid

Under this settlement, you may receive:

A Cash Payment. This payment will increase the policy death benefits that were previously paid by [XX] percent of the Face Amount.

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

Also, you may get more packages like this one for other policies. Keep all of them for your records.

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" included in this package to receive these benefits.

Insured Name: <Sample A. Sample>

Policy Number: <123456789>

Policy Status as of August 19, 2002: In-Force

Under this settlement, you may receive:

[print below paragraphs only if apply:]

Enhanced Insurance Benefits. This benefit will increase the payments made under the policy by [XX] percent when it pays a death, maturity or cash surrender benefit. After the settlement is final, you will have the chance to choose a cash payment instead.

Enhanced Additional Insurance. This benefit will immediately increase the policy's amount of insurance by [XX] percent of the Face Amount. The additional insurance will have cash values that may be withdrawn from the policy. After the settlement is final, you will have the chance to elect a cash payment instead.

Prospective Commitment. Any dividends that may be provided in the future on the policy will be at the same level as those provided to policies issued on a "standard" basis.

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

Also, you may get more packages like this one for other policies. Keep all of them for your records.

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" *included in this package to receive these benefits.*

Insured Name: <Sample A. Sample>

Policy Number: <123456789>

Policy Status as of August 19, 2002: Matured

Under this settlement, you may receive:

A Cash Payment. This payment will increase the policy maturity benefits that were previously paid by [XX] percent of the Face Amount.

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

Also, you may get more packages like this one for other policies. *Keep all of them for your records.*

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement *referenced in the Notice and are subject to Court approval.*

YOUR BENEFITS UNDER THE SETTLEMENT

You <*must*/do *not* need to> fill out and return the yellow "Claim Form" *included in this package to receive these benefits.*

Insured Name: <Sample A. Sample>

Policy Number: <123456789>

Policy Status as of August 19, 2002: Terminated

Under this settlement, you may receive:

[print below paragraphs only if apply:]

Free Death Benefit Coverage. This benefit will provide 5 years of free, new death benefit coverage at [XX] percent of the policy's Face Amount.

A Cash Payment. This payment will increase the policy cash surrender benefits that were previously paid by [XX] percent of the Cash Value.

If you have *other* policies that are part of the settlement, you may need to file a Claim Form to be eligible for settlement benefits based on those policies.

***Also, you may get more packages like this one for other policies.* Keep all of them for your records.**

Questions?
1-800-582-8748

For additional information, please see the enclosed Notice. These benefits are subject to the terms and conditions of the Stipulation of Settlement referenced in the Notice and are subject to Court approval.

Exhibit B

LEGAL NOTICE

African Americans and other non-Caucasians could get benefits in a settlement about Metropolitan life insurance policies sold before 1973.

A settlement has been proposed in a class action lawsuit about whether, before 1973, Metropolitan charged more to insure African Americans and other non-Caucasians than it charged to insure Caucasians. People included in the settlement could get cash or other valuable benefits, like increased insurance.

If you're in the settlement, you may send in a claim form to get benefits, or you can exclude yourself, or object. The United States District Court for the Southern District of New York authorized this notice. The Court will have a hearing to decide whether to approve the settlement, so that the benefits may be paid.

Who's Included?

You could get benefits if you or a relative fits the description in the box to the right. Still not sure? Get a detailed notice at the website or by calling for free. If this settlement applies to one of your family members who died, you could get their settlement benefits. Many policies were sold door-to-door, perhaps in your old neighborhood. *Do you know someone who had a policy?* Let them know about the settlement.

What can you get from the Settlement?

Generally, people who still have their life insurance coverage will get increased insurance benefits. If the settlement is approved, these people can ask for cash instead, but in a lower amount than the increased insurance benefits. People whose policies already paid a death or maturity benefit will get cash. Most people whose policies terminated for other reasons will get five years of free death benefit coverage, and some of them will get cash. For some policies, the settlement provides other additional benefits. A detailed notice has more information about the settlement benefits. You can get one by calling or going to the website.

Are you in the settlement?

For any Metropolitan life policy below, insuring an African American or other non-Caucasian:

① Were you ever insured under one? OR

② Did you ever own one? OR

③ Were you paid a death benefit from one?

The Metropolitan life policies are:

- **"Industrial" policies sold door-to-door from 1901 through 1964.** *(Less than $1,000 coverage; premiums collected door-to-door)*
- **"Ordinary" policies sold from 1901 through 1972.** *(If sold at higher than standard rates)*
- **"Ordinary" policies sold from 1960 through 1972 with $4,500 to $5,000 of coverage.** *(With an "M" in the policy number)*

Did you say yes to one of the questions? Or, do any questions apply to a family member who died? If so, you could get benefits.

Did your neighbor have a policy? Tell them about the settlement.

Settlement benefits include cash payments or other valuable benefits, if you qualify.

Claim Forms are due by April 23, 2003.

How do you get the Benefits?

If you're in the settlement, send in a claim form to get benefits. The detailed notice package has everything you need. Just call or visit the website below to get one. **Claim forms are due by April 23, 2003.** You don't have to have your policy number, but it will help Metropolitan find the policy to see if it qualifies. If you're not sure your policy is included, you can file a claim anyway. Filing a claim doesn't mean you'll get benefits.

Your other Options

If you don't want settlement benefits, or to be legally bound by the settlement, you must exclude yourself by **December 30, 2002,** or you won't be able to sue, or continue to sue, Metropolitan about the legal claims in this case. If you exclude yourself, you can't get any benefits from this settlement. If you stay in the settlement, you may object to it by **December 30, 2002.** The detailed notice explains how to exclude yourself or object. The Court will hold a hearing in this case (*Thompson v. Metropolitan Life*, No. 00-CIV-5071 HB) on **February 7, 2003,** to consider whether to approve the settlement and the attorneys' request for fees and expenses. The fees and expenses won't reduce the settlement benefits. You may ask to appear at the hearing, but you don't have to. Find out more with a free call to 1-800-960-2381, by visiting www.lifesettle.com, or by writing to Settlement Administrator, Thompson v. Metropolitan Life, P.O. Box 61, Minneapolis, MN 55440-8511. **Please do not contact the Court.**

1-800-960-2381 Questions? **www.lifesettle.com**

Exhibit C

Unclaimed Benefits Protocols

The following protocols shall apply to the Company's search for multiple Metropolitan life insurance policies covering deceased insureds under Policies pursuant to Section VII of the Stipulation of Settlement in *Thompson, et al. v. Metropolitan Life Ins. Co.*, No. 00 Civ. 5071 (HB) (S.D.N.Y.). Capitalized terms shall have the meanings ascribed to them in the Stipulation of Settlement.

1. Identify Database Policies and Policies for which a Claim Form has been submitted, where a death claim was paid on or after August 19, 1995.

2. Determine the following for the deceased insured under each such Policy.

   a. Name
   b. Date of Birth
   c. Sex
   d. Social security number (if available)
   e. Address, including zip code

3. Compare the name of the deceased insured under the Policy to the Company's electronic policy databases with the following records being reported:

   a. If the first and middle names are full names (*e.g.*, Robert Louis Stevenson):

      (1) Identical first, middle and last names (Robert Louis Stevenson)
      (2) Identical first and last names, no middle name (Robert Stevenson)
      (3) Identical initials and identical last name (Robert L. Stevenson, R. Louis Stevenson, R.L. Stevenson)

   b. If the first or middle names are initials (*e.g.*, David J. Smith)

      (1) Identical first, middle and last names (David J. Smith)
      (2) Identical first and last names (David Smith)
      (3) Identical initials and identical last name (D.J. Smith)

3. Compare the dates of birth, social security numbers (if available) and sex indicators on the policies reported in item 2. If the date of birth on a policy is within two calendar years before or after the date of birth of the Policy's deceased insured, and the sex indicators and social security numbers (if any) are identical, consider the policy to be a match subject to further review.

4. Compare the addresses, including zip codes, for the policies identified in item 2. Due to the movement of the population, this step is to be used only to verify, not to negate, a matching of policies.

5. Search for nicknames, aliases and maiden names when available or provided on a death claim form or otherwise.

Exhibit D

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KARL M. THOMPSON, *et al.*, On Behalf of Themselves and All Others Similarly Situated, Plaintiffs, v. METROPOLITAN LIFE INSURANCE COMPANY, Defendant.	No. 00 Civ. 5071 (HB) *Also applies to:* No. 00 Civ. 9068 (HB) No. 01 Civ. 2090 (HB) No. 01 Civ. 5579 (HB)

FINDINGS AND ORDER
PRELIMINARILY CERTIFYING A
CLASS FOR SETTLEMENT PURPOSES,
APPOINTING LEAD COUNSEL FOR THE CLASS,
DIRECTING THE ISSUANCE OF NOTICE TO THE CLASS,
AND SCHEDULING A FAIRNESS HEARING

This Court has before it a proposed settlement of the above-captioned litigation (the "Action"). Plaintiffs in the Action assert racial discrimination claims relating to the pricing, underwriting, sale, issuance, characteristics, administration, and the providing of information (or failure to provide information) regarding certain life insurance policies issued by Metropolitan Life Insurance Company ("Metropolitan" or the "Company") from 1901 through 1972 to insure African Americans and other non-Caucasians. Metropolitan denies plaintiffs' allegations. The Court has subject matter jurisdiction pursuant to 28 U.S.C §§ 1331 and 1367.

Following almost two years of intense litigation, and months of negotiations, the parties and their attorneys have entered into a Stipulation of Settlement, dated August 29, 2002, in which the parties have agreed to settle the Action subject to the Court's approval and determination of the fairness, reasonableness and adequacy of the settlement. The parties have submitted the Stipulation of Settlement and its accompanying exhibits to the Court for its review. If approved, the settlement would result in dismissal of the Action with prejudice.

NOW, upon reviewing the Stipulation of Settlement, including the exhibits attached thereto (collectively, the "Settlement Agreement"), and all prior proceedings held herein, based on the foregoing, the Court's proceedings and the respective applications of the parties, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. **Class Representative and Lead Counsel.** Karl M. Thompson, Lucile Ellis, Charlene McCallop, Marguerite Guillmette Justin, Adrienne Delpit Blazio, and Myron Billups (as administrator of the Estate of Nellie Gillespie) are designated as the representatives of the Class, as defined below, for the purpose of seeking approval of the settlement of the Action. The law firms of Milberg Weiss Bershad Hynes & Lerach LLP, Bonnett, Fairbourn, Friedman &

Balint, P.C., and Herman Herman Katz & Cotlar, LLP are designated as Lead Counsel for the Class, as defined below.

2. **Class Findings.** For purposes of the settlement of the Action (and only for such purposes, and without an adjudication of whether this case could be litigated to trial as a class action), the Court preliminarily finds that the requirements of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of the Court and any other applicable law have been met in that:

(a) The Class defined below consists of millions of persons or entities who (with certain exceptions described below) are or were (*i*) owners of, (*ii*) insureds under, (*iii*) individual assignees of, or (*iv*) the payees of contractual death benefits that became payable before August 19, 2002 from, one or more of millions of Industrial or Ordinary life insurance life insurance polices issued to insure African Americans and other non-Caucasians by Metropolitan Life Insurance Company during the period from January 1, 1901 through December 31, 1972 (the "Class Period"). The Class is ascertainable from the Company's records and other objective criteria, and the Class Members are so numerous that their joinder before the Court would be impracticable.

(b) The commonality requirement of Fed. R. Civ. P. 23(a) generally is satisfied when members of the proposed Class share at least one common factual or legal issue. Here, plaintiffs have alleged numerous questions of fact and law common to the Class, including whether defendants engaged in racially discriminatory policies and practices in the pricing, sale, underwriting and administration of Industrial and Ordinary life insurance policies. Considering the allegations of the Amended Consolidated Class Action Complaint filed in the Action on July 19, 2002 (the "Amended Complaint"), the Court preliminarily finds that these common questions

of fact and law predominate over questions of fact and law affecting only individual members of the Class.

(c) Based on plaintiffs' allegations that defendants engaged in uniform racially discriminatory practices with respect to its non-Caucasian policyholders, the Court preliminarily finds that the claims of the representative plaintiffs are typical of the claims of the Class, and that the representative plaintiffs and their attorneys will fairly and adequately protect the interests of the Class, in that (*i*) the interests of the named plaintiffs and the nature of their alleged claims are consistent with those of all other members of the Class; (*ii*) there appear to be no conflicts between or among the named plaintiffs and the Class Members; (*iii*) the named plaintiffs have been and appear to be capable of continuing to be active participants in both the prosecution and the settlement of the Action; and (*iv*) the named plaintiffs and the Class Members are represented by qualified, reputable counsel who are experienced in preparing and prosecuting large, complicated class actions, particularly those involving the types of claims alleged in the Amended Complaint.

(d) The Court preliminarily finds that a resolution of the Action in the manner proposed by the Settlement Agreement is superior to other available methods for a fair and efficient adjudication of the Action. The proposed resolution of this Action involves (*i*) increases to insurance benefit payments going forward; (*ii*) immediate increases to certain policies' insurance amounts and cash values; (*iii*) cash payments to Class Members whose life insurance policies have paid death, maturity and (in some cases) cash surrender benefits in the past; and (*iv*) free death benefit coverage to Class Members whose policies have terminated in the past.

In making these preliminary findings, the Court has considered, among other factors, (*i*) the interest of Class Members in individually controlling the prosecution or defense of separate actions; (*ii*) the impracticability or inefficiency of prosecuting or defending separate actions; (*iii*) the extent and nature of any litigation concerning these claims already commenced; and (*iv*) the desirability of concentrating the litigation of the claims in a particular forum. The Court notes that, because the Action is being settled, rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a nationwide class action involving the issues in this case. *See Amchem Prods., Inc. v. Windsor*, 117 S. Ct. 2231, 2248 (1997).

3. **Preliminary Class Certification for Settlement Purposes.** Based on the foregoing findings, the Court hereby preliminarily certifies a Class for settlement purposes under Fed. R. Civ. P. 23(b)(3).

(a) The Class consists of the following persons or entities and, where applicable, their estates (the "Class Members"):

(1) Past and present insureds under, and individual assignees of, the following life insurance policies issued by the Company from its Industrial Department during the Class Period:

a. Any policy issued in a substandard policy plan, where (*i*) the Company's records do not indicate the race of the insured as Caucasian, and (*ii*) the policy's terms required payment of weekly premiums;

b. Any policy issued in a substandard policy plan from January 1, 1927 through December 31, 1929, where (*i*) the Company's records do not indicate

the race of the insured as Caucasian, and (*ii*) the policy's terms required payment of monthly premiums; *and*

c. Any other policy insuring the life of a non-Caucasian.

(2) Past and present owners of the following life insurance policies issued by the Company from its Ordinary Department during the Class Period:

a. Any policy issued in the Endowment at 80, 25-Year Endowment or 25-Pay Life policy plan from January 1, 1930 through December 31, 1935, for which the Company's records do not indicate the race of the insured as Caucasian;

b. Any policy insuring the life of a non-Caucasian issued by the Company from January 1, 1920 through December 31, 1929 in an intermediate policy plan;

c. Any other policy issued with an intermediate, special-class or other substandard risk classification, and insuring the life of a non-Caucasian; and

d. Any Covered Met Series Policy described in Exhibit N to the Stipulation of Settlement; *and*

(3) All payees of contractual death benefits of the above life insurance policies (the "Policies"), where such death benefits became payable before August 19, 2002, based upon the death of the insured under the Policy.

(b) The Class does not include the following persons or entities (unless they are Class Members by virtue of their ownership interest in other Policies):

(1) any entity that is not a natural person (such as a funeral home, creditor, institutional assignee, or state government, or any branch, department or entity thereof) and that is an assignee of the benefits of, or is not an owner of, a Policy;

(2) any persons or entities who are or were owners of, insureds under, individual assignees of, or the payees of death benefits that became payable prior to August 19, 2002 from, a Policy (*a*) for which a timely and effective request for exclusion from the proposed class has been received; (*b*) that was issued by the Company, but not accepted and paid for, or was returned to the Company as part of the exercise of a free look provision in the Policy; (*c*) that is the subject of a release signed by any person or entity while represented by counsel settling a claim or dispute and releasing the Company from any further liability concerning such Policy; *or* (*d*) for which the claims asserted in the Action have been previously litigated and resolved or dismissed with prejudice and are barred by the doctrine of *res judicata*; and

(3) any insurance company that owns or owned a Policy pursuant to an absolute assignment effected as part of an exchange under section 1035 of the Internal Revenue Code.

(c) The Court finds that the Class is sufficiently well-defined and cohesive.

4. **Findings Regarding Proposed Settlement.** The Court finds that (*a*) the proposed settlement resulted from extensive arm's-length negotiations and was concluded only after counsel for plaintiffs had conducted broad discovery, including reviewing approximately 450,000 pages of documents and deposing the Company and over 20 of its officials and employees; and (*b*) the proposed settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable and adequate to warrant sending notice of the Action and the proposed settlement to the Class Members and holding a full hearing on the proposed settlement.

5. **Fairness Hearing.** A hearing (the "Fairness Hearing") will be held on February 7, 2003, at 10 a.m., in the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 23B, New York, New York, to determine:

(a) whether the Action should be finally certified as a class action for settlement purposes;

(b) whether the proposed settlement of the Action should be approved as fair, reasonable and adequate;

(c) whether the Action should be dismissed with prejudice pursuant to the terms of the settlement;

(d) whether Class Members should be bound by the Release set forth in the proposed settlement;

(e) whether Class Members should be permanently enjoined from (among other things) filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, arbitration, or 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 related thereto, in this Action and/or the Release; and

(f) whether plaintiffs' counsel's application for an award of attorneys' fees and expenses should be approved.

6. **Pre-Hearing Notices to Class Members**

(a) **Notice by Mail.** The Notice and the accompanying materials substantially in the form filed with this Court as Exhibit A of the Settlement Agreement (the "Class Notice") shall be mailed by defendant or its designee(s), by first-class mail, postage prepaid, no later than 85 days before the Fairness Hearing, to the last-known address available from the Company's electronic records of each Class Member who is a Holder of a Database Policy (as those terms are defined in the Stipulation of Settlement) and, in cases of pending litigation against the

Company relating to the matters in the Release included in the Settlement Agreement, also to any legal counsel known to represent the Class Member. Defendant will pay for the costs associated with producing and mailing the Class Notice.

(b) **Notice by Publication and Other Media.** In addition to mailing the Class Notice, defendant or its designee(s) shall publish, at defendant's expense, a summary notice substantially in the form filed with this Court as Exhibit B of the Settlement Agreement (the "Publication Notice"). As soon as is practicable but no later than 55 days before the Fairness Hearing, the Publication Notice shall be published at the Company's expense in the newspapers to which Lead Counsel and the Company shall agree. In addition, as soon as is practicable but no later than 55 days before the Fairness Hearing, the Company shall arrange to provide notice to the Class through such media (including, without limitation, print media, television, radio, consumer outreach and use of the Internet), and in such form and frequency, as to which the Parties shall agree.

(c) **Remailing and Additional Notice.** Except as provided in paragraph 6(d) below, because the Class Notice will be mailed to hundreds of thousands of Class Members, and because the defendant also will provide broad publication and other media notice (as specified in paragraph 6(b) of this Order), the parties shall not be required to remail any returned Class Notices unless (*i*) such Notices are returned by the Postal Service with a forwarding address and are received by defendant, or by any third-party agent or administrator whom defendant may retain to help implement the terms of the proposed settlement (an "Administrator"), at least 50 days before the Fairness Hearing or (*ii*) defendant or an Administrator obtains an updated address for the intended recipient of the Class Notice at least 50 days before the Fairness Hearing pursuant to paragraph 6(d) of this Order.

(d) **Address Research.** Defendant or an Administrator shall research, or retain an address research firm to research, any returned Class Notices that do not include a forwarding address. Defendant or an Administrator also shall provide copies of any such returned Notices to the address research firm (if any) as soon as practicable following receipt. The address research firm (if any) shall return to defendant or an Administrator, as soon as practicable after receipt of a returned Class Notice, either an updated address or a statement that, following due research, the firm has not been able to update the address originally used in mailing the Class Notice. Defendant or the Administrator, at defendant's expense, shall remail the Class Notice to any Class Member for whom the Administrator or the address research firm provides an updated address if such address is obtained or received by the Administrator at least 50 days before the Fairness Hearing.

(e) **Proof of Mailing and Report of Publication and Other Media Notice.** At or before the Fairness Hearing, defendant or an Administrator shall file with the Court a proof of mailing of the Class Notice consistent with the terms of this Order. In addition, at or before the Fairness Hearing, defendant or an Administrator shall provide the Court with a report detailing the publication and other media notice undertaken pursuant to paragraph 6(b) above.

7. **Findings Concerning Notice.** Having considered, among other factors, (*a*) the cost of giving notice by various methods, (*b*) the resources of the parties, (*c*) the stake of each Class Member, (*d*) the lack of other realistic alternatives, especially given the size of the settlement Class and the length of the Class Period, and (*e*) the likelihood that significant numbers of Class Members might desire to exclude themselves from the Class or appear individually, the Court finds that notice given in the form and manner provided in paragraph 6 of this Order is the best practicable notice and is reasonably calculated, under the circumstances, to

apprise the Class Members (*i*) of the pendency of this Action, (*ii*) of their right to exclude themselves from the Class and the proposed settlement, (*iii*) that any judgment, whether favorable or not, will bind all Class Members who do not request exclusion, and (*iv*) that any Class Member who does not request exclusion may object to the settlement and, if he or she desires, enter an appearance personally or through counsel. The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law. The parties are hereby authorized to distribute the Class Notice, the Publication Notice, and the toll-free telephone numbers referenced in paragraph 9(c) below.

8. **Communications with Class Members.** The Company, including its current account representatives, managers and managing directors, and any other representatives or retained personnel, are authorized to communicate with potential Class Members, Class Members and other present or former policyowners about the Action and the terms of the proposed settlement, subject to the provisions in Section XI.F of the Stipulation of Settlement, and to engage in any other communications within the normal course of the Company's business.

9. **Retention of Administrators.** The Court authorizes defendant, at its own expense and upon consultation with and approval of Lead Counsel, to retain one or more Administrators to help implement the terms of the proposed settlement, and authorizes such Administrators to assist defendant in (*a*) mailing the Class Notice, (*b*) publishing the Publication

Notice, (*c*) establishing and operating one or more toll-free telephone numbers for responding to inquiries regarding the proposed settlement, and (*d*) carrying out such other responsibilities as provided in the Settlement Agreement or as may be agreed to by the parties to the Action.

10. **Exclusion from Class.** Any Class Member who wishes to be excluded from the Class must send a written request for exclusion to the Clerk of the Court at the address provided in the Class Notice and Publication Notice. Any such exclusion request must be sent by first-class mail, postage prepaid, and must be received no later than December 30, 2002 (*i.e.*, 40 days before the date of the Fairness Hearing scheduled in paragraph 5, above). In addition to identifying the person requesting exclusion, exclusion requests must specify the names of the insureds under (and, to the extent practicable, the numbers of) the Policy or Policies the Class Member wishes to exclude from the Class. If the proposed settlement is approved, any Class Member who has not submitted a timely, written request for exclusion from the Class for a particular Policy shall be bound as to that Policy by all subsequent proceedings, orders and judgments in this Action, even if the Class Member previously initiated or subsequently initiates against the Company any litigation or other proceeding encompassed by the Release.

11. **Objections and Appearances**

(a) **Written Objections.** Any Class Member who does not file a timely, written request for exclusion as to all of his or her Policies and who complies with the requirements of this paragraph may object to any aspect of the proposed settlement, including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of the Class' representation by the named plaintiffs or plaintiffs' counsel, and/or the award of attorneys' fees. A Class Member may assert such objections either on his or her own or through an attorney hired at his or her expense. Any Class

Member who wishes to object to the proposed settlement must file with the Court and deliver to Lead Counsel and defendant's counsel a written statement of objection. The statement must include (*i*) a reference to the case number, (*ii*) a statement of each objection and (*iii*) the specific reason(s), if any, for each objection, including any legal support, evidence, papers or briefs the Class Member wishes the Court to consider. The Class Member must provide the statement to each of the following:

Clerk of the Court
United States District Court for the
Southern District of New York
500 Pearl Street
New York, New York 10007
Re: *Thompson, et al. v. Metropolitan Life Ins. Co.*,
No. 00 Civ. 5071 (HB)

John J. Stoia, Jr., Esq.
JoBeth Halper, Esq.
Milberg Weiss Bershad Hynes & Lerach, LLP
401 B Street, Suite 1700
San Diego, California 92101
Counsel for Plaintiffs and the Class

Bruce E. Yannett, Esq.
Debevoise & Plimpton
919 Third Avenue
New York, NY 10022
Counsel for Defendant

The Court and counsel must receive any such written objections no later than December 30, 2002 (*i.e.*, 40 days before the date of the Fairness Hearing scheduled in paragraph 5, above). Any Class Member who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the settlement, and any untimely objection shall be barred.

(b) **Notice of Appearance.** If a Class Member hires an attorney to represent him or her, the attorney must file a notice of appearance with the Clerk of Court, and deliver a

copy of that notice to Lead Counsel and defendant's counsel, at the addresses set forth in paragraph 11(a) of this Order. The Court and counsel must receive any such notices of appearance no later than December 30, 2002 (*i.e.*, 40 days before the date of the Fairness Hearing scheduled in paragraph 5, above).

(c) **Appearance at Settlement Hearing.** Any Class Member who files and serves a timely, written objection pursuant to the terms of paragraph 11(a) of this Order and complies with the requirements of this paragraph may also appear at the Fairness Hearing either in person or through counsel retained at the Class Member's expense. Class Members or their attorneys intending to appear at the Fairness Hearing must deliver to Lead Counsel and counsel for defendant and file with the Court, at the addresses specified in paragraph 11(a) of this Order, a notice of intention to appear, setting forth the case number and the name, address and telephone number of the Class Member (and, if applicable, the name of the Class Member's attorney). Notices of intention to appear must be received no later than December 30, 2002 (*i.e.*, 40 days before the date of the Fairness Hearing scheduled in paragraph 5, above). Any Class Member who does not timely file and serve a notice of intention to appear pursuant to the terms of this paragraph shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

12. **Post-Office Boxes.** Defendant or its designated agent is directed to rent one or more post-office boxes in the name of the Clerk of the Court, to be used for receiving requests for exclusion, objections, claim forms, and any other Class Member communications. In addition to the Court and the Clerk of the Court, only defendant's counsel, Lead Counsel and their designated agents shall have access to the post-office boxes.

13. **Access to Discovery Materials.** Lead Counsel shall make available to any Class Member, by appointment, during regular business hours, at the Class Member's expense, the

documents that defendant produced to Lead Counsel through discovery in this Action, and deposition transcripts and attached exhibits generated in this Action. Those documents shall be made available for review only at the offices of Lead Counsel at 401 B Street, Suite 1700, San Diego, California. Any Class Member wishing to obtain access to those materials must first agree in writing to be bound by the Stipulation of Confidentiality attached as Exhibit G to the Settlement Agreement and incorporated into this Order by reference, as well as by the Protective Orders entered in the Action. Any breach of such Stipulation shall constitute a violation of this Order and may, upon application to this Court by any aggrieved party, result in an order of contempt of Court or other sanctions. If a Class Member hires an attorney to represent him or her in connection with reviewing such documents, the attorney must file a notice of appearance with the Clerk of Court, and deliver a copy of that notice to Lead Counsel and defendant's counsel, no later than December 30, 2002 (*i.e.*, 40 days before the date of the Fairness Hearing scheduled in paragraph 5, above), at the addresses set forth in paragraph 11(a) of this Order.

14. **Preliminary Injunction.** All Class Members who have not been timely excluded from the Class as to a Policy are hereby preliminarily enjoined 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 arbitration, 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 this Action and/or the Release as to that Policy. In addition, all persons are hereby preliminarily enjoined from:

a. filing, commencing, prosecuting or maintaining any other lawsuit as a class action (including by seeking to amend a pending complaint to include class allegations, or by

seeking class certification in a pending action in any jurisdiction) or any other form of action on behalf of Class Members who have not been timely excluded from the Class, if such other lawsuit is based on or relates to the claims and causes of action, or the facts and circumstances relating thereto, in this Action and/or the Release; and

b. asserting or maintaining any claims, pursuing any discovery from defendant or any third party, presenting evidence, or claiming any damages, whether compensatory or punitive, based on or encompassing, in whole or in part, the alleged Company practices and patterns that are the subject of the Action and/or the Release; *provided however*, that potential Class Members who have timely excluded themselves from the Class shall not be enjoined from (*i*) proceeding with individual actions on their own behalf, insofar as those actions can be proved by evidence relevant exclusively to policies that were the subject of timely requests for exclusion; or (*ii*) seeking discovery in connection with their individual actions, insofar as such discovery relates directly to policies that were the subject of timely requests for exclusion and does not seek broader evidence of the alleged Company practices or patterns that are the subject of the Action and/or the Release.

The Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's jurisdiction over the Action.

15. **Service of Papers.** Defendant's counsel and Lead Counsel shall serve on each other and on all other parties who have filed notices of appearance, at or before the Fairness Hearing, any further documents in support of the proposed settlement, including responses to any papers filed by Class Members. Defendant's counsel, Lead Counsel and any other Plaintiffs' counsel shall promptly furnish to each other any and all objections or written requests for

exclusion that may come into their possession and shall file such objections and a list reflecting such requests for exclusion with the Court on or before the date of the Fairness Hearing.

16. **Termination of Settlement.** This Order shall become null and void, and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if (*a*) the proposed settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; or (*b*) the proposed settlement is terminated in accordance with the Settlement Agreement or does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the proposed settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, shall be used or referred to for any purpose whatsoever.

17. **Use of Order.** This Order shall be of no force or effect if the settlement does not become final and shall not be construed or used as an admission, concession or declaration by or against the Company of any fault, wrongdoing, breach or liability. Nor shall the Order be construed or used as an admission, concession or declaration by or against plaintiffs or the Class Members that their claims lack merit or that the relief requested in the Amended Complaint is inappropriate, improper or unavailable, or as a waiver by any party of any defenses or claims he, she or it may have.

18. **Continuance of Hearing.** The Court reserves the right to continue the Fairness Hearing without further written notice.

SO ORDERED this 29th day of August, 2002.

_____

United States District Judge

Exhibit E

Identifying Information

Claim Form Information. Claimants who do not have policy numbers shall submit all or as much of the following information as possible:

- Name of insured at time policy was issued
- Year policy was issued (or best approximation thereof)
- Where the insured was living when the policy was issued, including:
  - Street number (to the extent reasonably available)
  - Street name
  - City
  - State
- Date of birth of the insured (or best approximation thereof)
- Place of birth of the insured
- Names of insured's parents
- The numbers of any other Metropolitan life insurance policies covering the insured or a member of the insured's immediate family
- The name of the agent who sold the policy

Additional Information. If the Company's search for the policy using the above information is unsuccessful, the claimant shall supply the following information, to the extent the Company requests it and it is available to the claimant with reasonable effort:

- Names of any agents who collected premiums, and the approximate years in which they did so
- Location of any Metropolitan Life sales office where premiums were paid, and the approximate years in which premiums were paid there
- Approximate age of the insured when the policy was issued
- Any addresses where the insured was living at any time when premiums were being paid, and the approximate years during which the insured lived there
- The amount of insurance

- The approximate amount of periodic premium payable, and how frequently it was payable
- Copies of any documents that might help the Company locate the policy

Exhibit F

LEGAL NOTICE

African Americans and other non-Caucasians could get benefits in a legal settlement involving Metropolitan life insurance sold before 1973.

- A settlement has been proposed in a class action lawsuit about whether, before 1973, Metropolitan charged more to insure African Americans and other non-Caucasians, than it charged to insure Caucasians.

- People included in the settlement could get cash or other valuable benefits, like increased insurance.

- Are you in the settlement? Based on the Metropolitan life policies described below *that insured African Americans or other non-Caucasians*, ask yourself:

  - Were you ever *insured under* one of these policies? ***OR***

  - Did you ever *own* one of these policies? ***OR***

  - Were you ever *paid a death benefit* from one of these policies?

The Metropolitan life policies involved are:

  - **"Industrial" policies sold from 1901 through 1964.** *These had less than $1,000 coverage, and premiums were usually collected at home.*

  - **"Ordinary" policies sold from 1901 through 1972,** *if sold at rates other than the best available.*

  - **"Ordinary" policies sold from 1960 through 1972, with $4,500 through $5,000 of coverage.** *They have a letter M in the policy number.*

  - If you answered "Yes" to any one of these questions, you could get benefits.

- Ask yourself the same questions for your relatives who have died. If you answer "Yes" to any of the questions, you may be able to get their settlement benefits.

- If you think you or a deceased relative is part of the settlement, or you aren't sure, call for a detailed notice package. The package describes the settlement, who's included, rights you may have, and decisions you may need to make soon.

- To get a notice package, call 1-800-960-2381 (a free call). If you use TDD/TTY, call 1-866-863-9528 (also free). Or visit www.lifesettle.com.

1-800-960-2381 **Questions?** **www.lifesettle.com**

Exhibit G

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KARL M. THOMPSON, *et al.*,	)	
On Behalf of Themselves and All Others Similarly Situated,	)	**No. 00 Civ. 5071 (HB)**
Plaintiffs,	)	
v.	)	***Also applies to:***
METROPOLITAN LIFE INSURANCE COMPANY,	)	**No. 00 Civ. 9068 (HB)** **No. 01 Civ. 2090 (HB)** **No. 01 Civ. 5579 (HB)**
Defendant.	)	

STIPULATION OF CONFIDENTIALITY
FOR DISCOVERY MATERIALS MADE
AVAILABLE TO CLASS MEMBERS

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Pursuant to the Court's Order of [DATE], Milberg Weiss Bershad Hynes & Lerach LLP and/or Bonnett, Fairbourn, Friedman & Balint, P.C. ("Lead Counsel") will provide the undersigned Class Member(s) and/or their counsel with access to (a) the documents disclosed to named plaintiffs' counsel in the course of discovery in the above-captioned litigation (the "Action"), and (b) deposition transcripts and exhibits thereto generated in the course of discovery in this Action.

2. For the sole purposes of this Stipulation, all of the documents and material described in the preceding paragraph 1 shall be deemed "Confidential Information." All Confidential Information to which the undersigned Class Member(s) and/or their counsel

are given access is subject to this Stipulation, and such Confidential Information shall not be used or disclosed to anyone except as provided herein.

3. Confidential Information shall be used solely for purposes of evaluating the fairness, reasonableness and adequacy of the proposed settlement in this Action, and for no other purpose. In particular, and without limitation, Confidential Information shall not be used (a) in the litigation of this Action should the parties not reach a settlement, (b) in the litigation of this Action if the Court should fail to approve the proposed settlement of this Action for any reason, or if any appellate court should reverse an order of the Court approving the proposed settlement, or (c) in any other litigation, arbitration, or other judicial or administrative proceeding (including in the investigation or preparation of any such proceeding).

4. The undersigned Class Member(s) and/or their counsel may inspect the Confidential Information in the offices of Lead Counsel, by prior appointment, during regular business hours. Duplication of documents or materials containing Confidential Information shall not be permitted, except for documents that the undersigned Class Member(s) and/or their counsel represent to the Court that they need to duplicate for the Court in support of a point of objection. However, in the course of inspecting the Confidential Information, the undersigned Class Member(s) and/or their counsel shall be permitted to make notes reflecting their review of Confidential Information. Any notes, memoranda, dictation or documentation reflecting, incorporating or otherwise referring to the Confidential Information shall be treated as and be deemed to be Confidential Information as well.

5. Access to Confidential Information shall be limited to:

a. the undersigned Class Member(s);

b. their undersigned counsel;

c. employees of such counsel assigned to and necessary to assist such counsel in evaluating the proposed settlement; and

d. consultants or experts, to the extent necessary to assist the undersigned Class Member(s) and/or their counsel in evaluating the proposed settlement.

6. Any person given access to Confidential Information shall be advised, before being granted access, of the terms of this Stipulation and of the Court's [DATE] Order and shall thereby become subject to such terms, including, without limitation, the requirement that such Confidential Information may not be disclosed to any person other than those described in paragraph 5 above. In addition, access to Confidential Information shall not be provided to any person described in subparagraphs 5(c) or 5(d) hereof until and unless such person has executed the undertaking in the form attached hereto as Annex 1. The individual who provides access to Confidential Information to such person shall retain the executed undertaking and shall provide a copy of it to Lead Counsel.

7. By providing access to Confidential Information, no party to this Action shall be held to have waived any claim that such Confidential Information is privileged, confidential or protected from discovery as attorney work product. The undersigned Class Member(s) and/or their counsel agree that they, or any of them, shall not contend or otherwise take the position in this or in any other pending or future proceeding that any party has waived the attorney-client privilege and/or the protection of the attorney work

product doctrine, or any other privilege or protective doctrine, with regard to Confidential Information.

8. The provisions of this Stipulation shall survive the termination of this Action. At the earlier of (a) the conclusion of this Action or (b) such time as the parties decide not to continue to seek settlement of this litigation, all notes and other records containing or reflecting Confidential Information shall be returned to Metropolitan Life Insurance Company at the address stated in paragraph 13 below.

9. The terms of this Stipulation shall be enforceable by any aggrieved party, including any party to this Action, and any breach of such terms shall give rise to any and all applicable legal and equitable remedies for enforcement of the Stipulation and/or relief, including damages, for its breach.

10. Pursuant to the Court's [DATE] Order incorporating this Stipulation, any breach of the terms of this Stipulation shall constitute a violation of the Court's Order and may result in an order of contempt of court or other sanctions, upon application to the Court by any party aggrieved by such violation, including any party to this Action.

11. Notwithstanding anything to the contrary contained herein, the undersigned Class Member(s) and/or their counsel agree that (a) no Confidential Information disclosed pursuant to this Stipulation may be used in the litigation of the Action or any other proceeding, unless such Confidential Information is obtained independently through discovery requests made by the undersigned Class Member(s) and/or their counsel to defendants, and (b) discovery requests seeking Confidential Information shall not be served on Lead Counsel or any of Plaintiffs' counsel. The undersigned Class Member(s) and/or their counsel agree that their receipt of access to

Confidential Information shall not be construed or used as an admission or concession by defendants of relevance, responsiveness, discoverability, admissibility or any other matter.

12. The undersigned Class Member(s) and/or their counsel agree to notify Metropolitan Life Insurance Company and Lead Counsel immediately if any person granted access to the Confidential Information under this Stipulation is served with or otherwise receives a subpoena, summons, court order, request or application requiring disclosure of the Confidential Information. In any such instance, the undersigned Class Member(s) and/or their counsel also agree (a) not to oppose Metropolitan Life Insurance Company's efforts to prevent the disclosure of the Confidential Information, and (b) not to surrender the Confidential Information to any third party without the written consent of Metropolitan Life Insurance Company or except by the final order of a court having jurisdiction.

13. The notices required by paragraph 12 of this Stipulation must be provided by facsimile or overnight mail or other overnight delivery service to:

Kaiper Wilson, Esq.
Metropolitan Life Insurance Company
Law Department
One Madison Avenue
New York, New York 10010
Telephone: (212) 578-8743
Facsimile: (212) 251-1514

and

John J. Stoia, Jr., Esq.
JoBeth Halper, Esq.
Milberg Weiss Bershad Hynes & Lerach LLP
401 B Street, Suite 1700
San Diego, California 92101
Telephone: (619) 231-1058

Facsimile: (619) 231-7423

14. No waiver by any party hereto of any breach of any condition or provision of this Stipulation shall be deemed a waiver of a similar or dissimilar provision or condition.

15. The undersigned Class Member(s) and/or the undersigned counsel (individually and on behalf of the Class Member(s)), consent to the jurisdiction of the United States District Court for the Southern District of New York for purposes of interpretation and enforcement of this Stipulation.

16. The undersigned Class Member(s) and/or the undersigned counsel (individually and on behalf of the Class Members(s)) agree to be bound by the terms of the Court's Protective Order entered in this case and attached hereto as Annex 2.

17. This Stipulation may be executed in any number of counterparts.

Dated: _____ __, 200_

COUNSEL, INDIVIDUALLY AND
ON BEHALF OF THE CLASS MEMBER(S):

_____
[Signature]

_____
[Print Name]

_____
[Print Name of Class Member(s)]

_____
[Address and Telephone Number]

THE CLASS MEMBER(S) (signature(s) not required if Counsel has signed):

_____
[Signature]

_____
[Print Name]

_____
[Address and Telephone Number]

ANNEX 1

UNDERTAKING

The undersigned hereby certifies that he/she understands that Confidential Information is being provided to him/her pursuant to the terms and restrictions of the Stipulation of Confidentiality (the "Stipulation") approved by the United States District Court for the Southern District of New York (the "Court"), in Thompson, et al. v. Metropolitan Life Insurance Company, No. 00 Civ. 5071 (HB), by an Order of the Court dated [DATE] (the "Order"). The undersigned also certifies that he/she has been provided with the Stipulation, including the Court's Protective Order attached as Annex 2 thereto, has read and understands the terms thereof, and agrees to be bound thereby. The undersigned agrees that any authorized individual to whom Confidential Information is to be provided must first sign this Undertaking, and that the undersigned's affiliation with any firm or partnership shall not authorize the undersigned to provide Confidential Information any person affiliated therewith, unless that person has first signed this Undertaking.

The undersigned acknowledges that breach of the Stipulation shall be actionable by any aggrieved party, including any party to the aforementioned action, and that such breach shall subject the undersigned to any and all applicable legal and equitable remedies for enforcement of the Stipulation and/or relief, including damages, for its breach. The undersigned also acknowledges that breach of the Stipulation will violate the Court's Order and may subject the undersigned to an order of contempt of court or other sanctions, upon application to the Court by any party aggrieved by such violation, including any party to the aforementioned action. The undersigned hereby subjects

himself/herself to the jurisdiction of the Court for purposes of enforcement of the terms and restrictions of the Stipulation and/or the Order.

_____

Dated: _____ __, 200_

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KARL THOMPSON, JACQUELINE GILDON and LUCILLE ELLIS, on Behalf of Themselves and on behalf of All Others Similarly Situated,	Civil Action No. 00-CIV-5071 (HB)
Plaintiffs,	
vs.	**AGREED PROTECTIVE ORDER**
METROPOLITAN LIFE INSURANCE COMPANY,	
Defendant.	

In order to safeguard any confidential, competitively sensitive or proprietary information revealed by the parties during this case, and to ensure that confidential information revealed during the discovery process is not disclosed to non-parties, except pursuant to the terms of this Protective Order,

IT IS HEREBY ORDERED that a Protective Order be entered on the following terms:

1. The discovery served in this litigation may require the disclosure of trade secrets, nonpublic competitively sensitive information, and the medical or personal information of individuals who are not named parties to this action. The following types of information, if produced in this case, may be designated by any party to this action (or any non-party witness from whom discovery is sought in this litigation) as Confidential Information pursuant to this order.

(a) Information disclosing the identity, address, telephone number, social security number, policy number, medical information or other information protected from disclosure by the NAIC model regulations or similar laws for any prospective, current or former owner or insured under any life insurance policy issued by Defendant;

(b) Information disclosing the identity, address, telephone number, social security number, employment information or other information protected from disclosure by the NAIC model regulations or similar laws for any current or former employee or agent of Defendant;

(c) Information disclosing Defendant's costs or pricing determinations with respect to any life insurance product currently being sold by Defendant;

(d) Information disclosing or that could be used by a competitor to learn MetLife's methodology for calculating dividends to policyholders for all policies currently receiving dividends; and

(e) Other categories of information that may be agreed by the parties pursuant to paragraph 2, below.

2. (a) Any party who believes in good faith that information to be produced during discovery that is not encompassed within categories (1)(a) through (d), above, should be protected from general disclosure as trade secrets, competitively sensitive information, material non-public information, proprietary information, medical information, personal information or any other type of information for which a protective order properly may be sought under Rule 26(c) of the Federal Rules of Civil Procedure, may, by letter to counsel for the other party (sent by facsimile transmission and overnight courier), propose adding one or more categories to those listed in Paragraphs (1)(a) through (1)(d), above. Any such letter shall include an explanation of the reasons for proposing the addition of each new category. If, within five business days, the other party has not objected to the addition of that new category, the protective order shall be deemed to include the new category and a producing party may thereafter stamp as "Confidential" documents subsequently produced in discovery that fall within that category and such documents shall be treated in accordance with the procedures for protection of Confidential Information set forth in this Protective Order. Any such letter to which no objection is made also shall thereafter be attached to any undertakings to be bound

by this Protective Order like those provided in Paragraphs 6 and 7 and Exhibit A, below.

(b) If a party objects to the confidential treatment of a proposed additional category of documents as outlined in this Paragraph 2, that party shall, within five business days, notify the proposing party in writing, together with an explanation of the reasons for opposing the additional categories of documents. The parties agree, in good faith, to meet to attempt to work out their differences. In the event that they fail to do so, the party proposing to add the new category or categories may, within 10 business days after either party informs the other in writing of an impasse, seek a conference with the Court in anticipation of making a motion to modify the protective order to include the new category or categories of information. Any such motion shall be governed by the standards applicable to a motion for protective order under Rule 26(c) of the Federal Rules of Civil Procedure. No party shall withhold or refuse to produce information pending the resolution of any proposal to treat any additional category or categories of information as confidential; provided, however, that until such issues are resolved or an order of the Court is entered, information for which a party is seeking confidential treatment shall be treated as "Confidential Information" and may be disclosed only to the persons described in Paragraphs 6 (a), (b), (e), (f) and (g) below.

3. All materials which disclose the contents or substance of Confidential Information, including documents produced or exchanged in the course of this litigation, pleadings, motions, interrogatory answers, other discovery responses and testimony given in depositions, shall be deemed "Confidential Material" pursuant to the terms of this Order. Confidential Material shall be used solely for the purposes of this litigation and shall not be revealed, disclosed or made available for inspection and copying to any person, except under the terms of this Protective Order or as required to be disclosed by law or Court order.

4. As used in this Protective Order, the "producing party" means any party who either produces Confidential Material, or asserts a confidentiality interest in information produced by another in this action.

5. In designating matter as Confidential Material, the producing party shall make such designation only as to that information described in Paragraphs 1 and 2 above which the producing party in good faith believes is used in, or pertains to, its business, and which is not known by or available to and would not normally be revealed to third parties, except on a confidential basis. Confidential Information shall be designated specifically by marking the portion(s) of the documents containing such information as "CONFIDENTIAL" or in some manner agreeable to all counsel that will assure that the documents can be clearly identified as being subject to the terms of this Order.

6. No person other than: (a) the parties to this case (including officers, directors or employees of Defendant); (b) counsel of record (which shall be deemed to include other attorneys from the law firms of counsel of record, counsel's legal assistants, secretaries and other employees); (c) prospective witnesses in this action; (d) any person (and his or her counsel) from whom testimony under oath is taken at a deposition, trial or other evidentiary hearing in connection with this case (except for the parties); (e) court personnel and court reporters; (f) consultants or experts retained or consulted by any party in connection with this case and persons working directly under their supervision; and (g) any independent contractors retained by a party or their counsel to work on this case, shall be permitted to have access to any information designated as "CONFIDENTIAL" under the terms of this Protective Order without the prior written consent of the producing party or their counsel; provided, that prior to showing any confidential document or disclosing any Confidential Material to any person identified in categories (c), (d), (f) and (g) above, counsel shall

first require such persons to execute a Confidentiality Agreement in the form attached as Exhibit "A."

7. If counsel for either party believes it is necessary in preparation of the case to reveal Confidential Material to persons who are not otherwise entitled to see such information in accordance with Paragraph 6 of this Protective Order, then counsel who wishes to disclose such Confidential Material shall first seek the prior consent of the opposing counsel. If such consent is granted, then counsel wishing to use such information shall ensure that those individuals to whom Confidential Material is disclosed are first made aware of the provisions of this Protective Order and agree to be bound by its terms by executing a Confidentiality Agreement in the form attached hereto as Exhibit "A." Signed Confidentiality Agreements shall be retained by counsel for the party who wishes to make a disclosure of Confidential Information until further order of the Court. If such consent is not given, then counsel for either party may bring the matter to the Court's attention for resolution in accordance with Paragraph 14 of this Protective Order.

8. During a deposition in this litigation, any party's counsel may state on the record that a specified part of the testimony involving Confidential Information and/or any document or exhibit marked for identification containing Confidential Information is Confidential Information and subject to the provisions of this Protective Order. If counsel for any party determines that testimony given during a deposition is Confidential Information, counsel for that party may request that all persons, other than the court reporter, counsel, the witness, and any other person who is permitted to review such information pursuant to the terms of the Protective Order, leave the deposition room during the Confidential portion of the deposition. Furthermore, if examining counsel intends to use any Confidential Materials or to inquire into matters involving Confidential Information during any

deposition in this litigation, such counsel shall notify the other counsel in attendance of his or her intention to do so sufficiently in advance of inquiring into such matters to permit other counsel to invoke the provisions of this Protective Order. Confidential portions are to be transcribed separately, regardless of whether such designation is made during the deposition. All transcripts of depositions shall be treated as confidential, in their entirety, for a period of thirty (30) days after such transcripts are actually received by attorneys for each of the parties. Within thirty (30) days after receipt of the transcript by attorneys for the party, either party may specifically designate those portions of the deposition and exhibits as Confidential Information by notifying all parties, in writing, of the specific pages and lines of the transcript or exhibits which contain Confidential Information. Both parties shall attach a copy of such written statement to the face of the transcript and each copy thereof in their possession, custody or control.

9. Nothing shall prevent disclosure beyond the terms of this Order if the party designating the information as Confidential Information consents in writing to such disclosure, or if the Court, after notice to all affected parties, orders such disclosure.

10. The Clerk of this Court is directed to maintain under seal all documents and all portions of transcripts of deposition testimony filed with this Court in this litigation by any party to this action which are, in whole or in part, designated as Confidential Information, including all pleadings, deposition transcripts, trial transcripts, exhibits, discovery responses, or memoranda purporting to reproduce or paraphrase such information. The Confidential Information shall be filed in sealed envelopes or other appropriately sealed containers which shall be endorsed with the title of this action, an indication of the nature of the contents of such sealed envelopes or other containers, the word "CONFIDENTIAL" and a statement in substantially the following form:

This envelope contains documents which were filed in this case by (name of party or name of deponent) and is not to be opened or the contents thereof displayed or revealed except by Order of this Court.

11. In the event that a party wishes to use any Confidential Information in any affidavits, briefs, memoranda of law, trial exhibits or other papers filed in Court in this litigation, such Confidential Information used therein shall be filed and maintained under seal by the Court. Any party may move the Court to establish such further conditions and safeguards as may be necessary to protect against disclosure of Confidential Information in open court.

12. All Confidential Information shall be maintained by the party to whom the documents are produced and in the custody of the parties' counsel of record until further order of this Court. Upon the entry of final judgment in this litigation, including final resolution of any appeals or petitions for review, all Confidential Information shall promptly be returned to the producing party, except that work product, pleadings, transcripts of or used during any trial or hearing, and trial or hearing exhibits may be retained, subject to the terms of this Protective Order. Counsel for the producing party shall retain for a period of 5 years any deposition transcripts and the deposition exhibits returned in accordance with this paragraph.

13. Insofar as the provisions of this Protective Order restrict the use or communication of any document or information produced hereunder, this Protective Order shall continue to be binding after the conclusion of this litigation, except that a party may seek the written permission of the producing party or further order of the Court with respect to dissolution or modification of this Protective Order, and the Court shall retain jurisdiction of all parties bound hereby for the purposes of this Protective Order.

14. Parties designating information as "CONFIDENTIAL" under the terms of this Protective Order shall do so in good faith, and the opposing party's failure to challenge the propriety of such designation immediately shall not preclude a subsequent challenge thereto. In the event that any party to this litigation seeks to challenge any confidentiality designation or otherwise seeks to challenge any other action taken by another party in applying the terms of this Protective Order, then counsel for the parties shall first try to dispose of such dispute in good faith on an informal basis. Disputes which cannot be resolved informally may be presented for resolution to the Court by motion, provided that the greater of (i) the minimum notice required under applicable court rules or procedures, or (ii) at least forty-eight (48) hours written advance notice, be given to the opposing party of any hearing or other court proceeding involving this Protective Order. At any hearing or proceeding before the Court challenging a confidential designation, the party who designated the materials as Confidential Information will have the burden to establish that the designation was appropriate.

15. This Protective Order shall not constitute a waiver by the parties of any objection which might be raised as to the admissibility of any evidentiary materials. This Protective Order shall be without prejudice to the rights of any party to oppose production of any information for lack of relevance or for any other ground and shall not constitute a promise by any party to produce any particular documents or information in discovery. Nothing herein shall preclude any party from seeking (a) modification or termination of this Protective Order or (b) a further protective order from the Court.

16. This Protective Order shall not be construed to prevent any party from using its own Confidential Information in any manner it chooses, or to prevent the introduction of any Confidential

Information into evidence at any trial of this case (subject to any objections as provided by Paragraph 14); provided, however, that counsel for any party intending to introduce any Confidential Materials into evidence or to inquire into matters involving Confidential Information at any trial of this case shall notify opposing counsel of his or her intention to do so sufficiently in advance to permit opposing counsel to invoke the provisions of this Protective Order.

17. In the event that a party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, such party shall provide the producing party with written notice within forty-eight (48) hours of the receipt of any such request or requirement so that the producing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Order. If the person seeking to maintain confidentiality does not obtain a protective order within the time allowed for the discovery sought by such process (or within such time as a court may direct or as may be agreed upon by the designating person and the person issuing such process) and give written notice of such protective order to the person issuing such process and the person to whom the process is directed, the person to whom the process is directed may commence production in response thereto on the date designated for such production. Provided however, that in the event a protective order is not obtained and the person to whom the process is directed responds to the requested production, such person may disclose only that portion of the Confidential Information which such person is required by law to disclose.

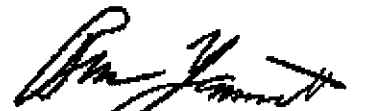
18. If Confidential Information is inadvertently disclosed or produced without designation as "CONFIDENTIAL," the producing party's inadvertent production of such material

shall not be deemed a waiver of, or estoppel as to, any claim of confidentiality under this Order which the disclosing party would otherwise be entitled, provided the producing party notifies the other parties of such inadvertent disclosure within sixty (60) days after disclosure. In such circumstances, upon written notice from the disclosing party, the parties shall confer regarding whether the materials are Confidential Information subject to the terms of this Protective Order. If no agreement is reached, the producing party shall promptly seek resolution of the dispute from this Court and shall bear the burden of establishing the confidentiality of the material involved. Until such issues are resolved or an order of the Court is entered, information for which a party is seeking confidential treatment shall be treated as "Confidential Information" and may be disclosed only to the persons described in Paragraphs 6(a), (b), (e), (f) and (g) above.

19. The inadvertent production of any information during formal or informal discovery shall be without prejudice to any claim that such information is protected from discovery by the attorney-client privilege or as work product, and no party shall be held to have waived any rights by such production. If any party makes a claim of privilege or work product for information in this action, the information shall be returned to the producing party upon request. However, any party opposing a claim of privilege or work product may then apply to the Court for a ruling on such claim.

DATED this ___ day of February, 2001.

DEBEVOISE & PLIMPTON



Bruce E. Yannett
875 Third Avenue
New York, NY 10022
(212) 909-6000

Counsel for Defendant

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HYNES & LERACH LLP
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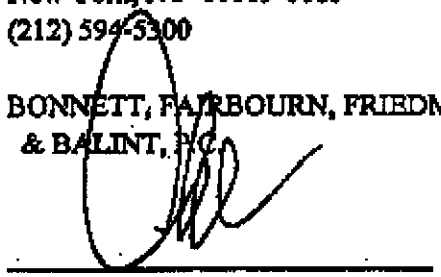
Barry A. Weprin (Bw-8637)
Regina Lapolla (Rl-9578)
One Pennsylvania Plaza
New York, NY 10119-0165
(212) 594-5300

BONNETT, FAIRBOURN, FRIEDMAN
& BALINT, P.C.

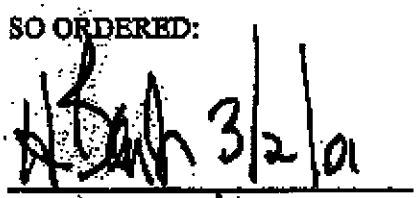


Andrew S. Friedman
2901 N. Central Avenue, Suite 1000
Phoenix, AZ 85012-3311
(602) 274-1100

Counsel for Plaintiffs

[additional counsel for plaintiffs listed on attached page]

SO ORDERED:



Harold M. Baer Jr.
United States District Judge

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(256) 536-7423

WHATLEY DRAKE, LLC
Joe Whately
Charlene P. Ford
505 North 20th Street
1100 Financial Center
Birmingham, AL 35203-2605
(205) 328-9576

Additional Counsel for Plaintiffs

EXHIBIT A

CONFIDENTIALITY AGREEMENT

STATE OF _____)
)
COUNTY OF _____)

_____, being duly sworn deposes and says:

I have read the attached Agreed Protective Order and supplemental letters, if any, entered herein, and I agree to be bound by the terms thereof.

_____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2000.

_____
Notary Public

My Commission Expires:

_____

Exhibit H

METROPOLITAN LIFE INSURANCE COMPANY
SETTLEMENT DEATH BENEFIT CERTIFICATE

This document is evidence of a valuable death benefit. Please keep it with your important papers.

Owner(s):	[Name(s)]	**Covered Person:**	[Name]
Recipient(s):	[Name(s)]	**Underlying Policy Number:**	[123456789]
Coverage Amount:	$[XXXX]	**Coverage Period:**	[DATE] to [DATE]

Description of Settlement Death Benefit Coverage. This Certificate is evidence of the Settlement Death Benefit coverage provided as part of the class action settlement in *Thompson, et al. v. Metropolitan Life Insurance Company*, No. 00 Civ. 5071 (HB) (the "Action"), approved by the United States District Court for the Southern District of New York (the "Court"). Metropolitan Life Insurance Company (the "Company") will pay the "Coverage Amount" to the "Recipient(s)" upon receipt of due proof that the death of the "Covered Person" occurred within the "Coverage Period." All of these terms are defined below.

Coverage Amount. The amount payable to the Recipient upon due proof of death of the Covered Person is stated above as the "Coverage Amount."

Coverage Period. Coverage began on [FINAL SETTLEMENT DATE ("FSD")] and will end on [FSD + 5 years].

Recipient(s). The person(s) listed above as the "Recipient" is entitled to receive the Coverage Amount upon due proof of death of the Covered Person within the Coverage Period. ***You may change the Recipient(s) at any time prior to the death of the Covered Person. You should use the form at the bottom of this Certificate to choose another Recipient.***

Covered Person. The person who is covered under the Settlement Death Benefit is listed above as the "Covered Person." If due proof of death of this person within the Coverage Period is submitted to the Company, the Company will pay the Coverage Amount to the Recipient(s).

If the Covered Person listed above has died after [FINAL SETTLEMENT DATE], the Coverage Amount is already payable to the Recipient(s). You should file a claim for benefits (see "Filing Claims" below).

If the Covered Person listed above has died before [FINAL SETTLEMENT DATE], then you must designate your spouse, parent, sibling, child or another person in whom you have an insurable interest as the Covered Person. Generally, you will have an "insurable interest" in someone if the person's death would have negative economic consequences for you. You should use the form at the bottom of this Certificate to choose another Covered Person. The person you choose must be no older than 72 as of January 1, 2004. Also, this designation must be made no later than [30 DAYS FROM COMMENCEMENT OF IMPLEMENTATION PERIOD.]

Changing the Recipient or Covered Person. If you want to change the Recipient, or need to change the Covered Person because the one listed above died before [FINAL SETTLEMENT DATE], you should complete and sign the appropriate part of the form at the bottom of this Certificate, and submit it to:

Settlement Administrator
Thompson v. Metropolitan Life
Attn: SDB Designation
P.O. Box _____
Minneapolis, MN _____

Filing Claims. If the Covered Person dies within the Coverage Period, you should submit this Certificate, together with due proof of the death of the Covered Person, to:

Metropolitan Life Insurance Company
Client Relations Center
500 Schoolhouse Road
Johnstown, Pennsylvania 15904
Attention: Claim Department

Questions? Call 1-xxx-xxx-xxxx
If you use TDD/TYY, call 1-yyy-yyy-yyyy

Form for Changing the Recipient

I want to change the Recipient under the Settlement Death Benefit to _____.
Name

His/her address is _____
Street Address City State Zip Code

My name is: _____. **My telephone number is:** _____

Signature: _____ **Policy No. [123456789]**

Form for Changing the Covered Person

The Covered Person listed above has died. I want to change the Covered Person to _____,
Name

who will be ____ **as of January 1, 2004. This person is my** _____ **and**
Age Describe family or other relationship

his or her Social Security Number is _____.
Number

My name is: _____. **My telephone number is:** _____

Signature: _____ **Policy No. [123456789]**

Exhibit I

Small Estate Declaration

Declaration of Personal Representative of Estate

My name is _____. I am age 18 or over.
(Please print)

_____, the [CIRCLE ONE: insured under/owner of/payee of benefits under] policy number _____, died on [INSERT DATE: _____], as shown by the attached copy of the Death Certificate [PLEASE ATTACH DEATH CERTIFICATE]. This person was related to me as [DESCRIBE RELATIONSHIP: _____].

I handled the estate of the deceased or otherwise am the personal representative of the deceased. No other person has been appointed by any court as the personal representative of the deceased's estate.

I wish to exercise certain rights pursuant to the Metropolitan Life Insurance Company Class Action Settlement for the estate of the deceased.

In my capacity as personal representative, I have obtained, where necessary, the consent of the deceased's heirs and beneficiaries to exercise those rights.

By granting my request, Metropolitan Life Insurance Company has satisfied and is fully discharged of its obligations to the above-named deceased and his or her estate with respect to this settlement.

I understand that Metropolitan Life Insurance Company will rely and act on the statements I have made above.

* * * * *

I declare under penalty of perjury that the foregoing is true and correct.

_____ _____

DATE SIGNATURE OF PERSONAL REPRESENTATIVE

Exhibit J

Cash Payment Option Election Letter

[NAME]
[ADDRESS]
Policy No. [123456789]

Re: Metropolitan Life Class Action Settlement: Notification of Benefits

Dear _____:

We are pleased to tell you that the Court in charge of this case has approved the settlement. Since the policy number listed above is still providing insurance coverage, it will receive increased policy benefits under the settlement. We are writing to notify you of the increased benefits that the settlement will provide to this policy.

As of [DATE], the settlement will provide for payment of $[XXX.XX] in addition to any death or maturity benefits that become payable under the policy in the future. Rather than receiving such additional benefits in the future, you may wish instead to receive a cash equivalent payment. The cash equivalent of your additional settlement benefits is $[YYY.YY].

Should you wish to receive the cash equivalent payment instead of these increased policy benefits, please complete and return the form below no later than [DATE]. The cash payment will be mailed to you as soon as possible after we receive your signed request. *Please remember, if you choose this cash payment, your policy will not receive the benefit increases described above.*

Please feel free to call us at 1-xxx-xxx-xxxx if you have any questions. If you use TDD/TTY, call 1-yyy-yyy-yyyy.

Sincerely yours,

Settlement Administrator
Thompson v. Metropolitan Life

I want to get a cash payment instead of an increase to my policy's benefits.

Signature: _____

[NAME]
Policy No. [123456789]

Exhibit K

Confirmatory Letter

[NAME]
[ADDRESS]
Policy No. _____

Re: Metropolitan Life Class Action Settlement: Your Correct Address

Our records indicate that you were paid death, maturity or cash surrender benefits provided by the policy listed above. Under a court-approved class action settlement, you are now entitled to receive a settlement payment.

Our records show that the above address is no longer correct. We do not want to mail settlement payments to the wrong address. If you receive this letter, please call or write to tell us your correct address (even if it is the address listed above) so we can mail you a settlement payment. You may tell us your address by calling us toll free at 1-xxx-xxx-xxxx. For faster service, please have this letter in front of you when you call. Or you may e-mail us your address, including the policy number above, at _____@___.com. Or you can write to us at the address below.

If you would like to have a settlement payment mailed to you, ***you will need to tell us your correct address (even if it is the address listed above) before [DATE].*** *If you do not give us your correct address before [DATE], you will not receive a settlement payment.*

Please feel free to call us toll free at 1-xxx-xxx-xxxx with any questions. If you use TDD/TTY, call us at 1-yyy-yyy-yyyy.

Sincerely yours,

Settlement Administrator
Thompson v. Metropolitan Life
[ADDRESS]

Exhibit L

Industrial Weekly Substandard Enhancement Factors

The Settlement Agreement provides for certain Industrial Weekly Substandard Policies to receive the increase in benefits they would have received under MetLife's 1948 Equalization of Industrial Weekly Substandard Policies ("1948 Equalization") or MetLife's 1963 Equalization of Industrial Weekly Substandard Policies ("1963 Equalization").

The purpose of the 1948 Equalization was to (1) equalize the death benefits for standard and substandard policies and (2) update policies to the 1948 rate basis if it was more favorable than the original rate basis.

Substandard death benefits were equalized for each policy by multiplying the substandard death benefit by a factor calculated as NLP/NLP', where:

- NLP is the net level premium at issue calculated using the initial substandard rate basis, and
- NLP' is the net level premium that would have been calculated at issue using the equivalent standard rate basis with any rate basis improvements that may have been provided after issue.

The attached tables illustrate the ratios of equalized to unequalized face amounts by product, issue period, date of death and issue age.

The purpose of the 1963 Equalization was to equalize the cash values for substandard and standard policies. Substandard cash values were equalized by multiplying the substandard cash value by the same factor as was used for the death benefits in the 1948 Equalization.

For the purposes of this settlement, the attached tables will be used as follows:

A. For Pre-1963 Industrial Weekly Substandard Non-Forfeiture Policies:

   1. The Additional Enhancement provided as an Enhanced Future Death/Maturity Benefit shall equal (*a*) the Policy's Face Amount at the time of death or maturity multiplied by (*b*) an equalization factor (as per the attached tables).

   2. The Additional Enhancement provided as an Enhanced Future Termination/Non-Forfeiture Benefit shall equal (*a*) the Policy's Cash Value at the time of termination multiplied by (*b*) an equalization factor (as per the attached tables).

B. For Death/Maturity Pre-1963 Industrial Weekly Substandard Non-Forfeiture Policies, the Additional Enhancement provided as an Enhanced Past Death/Maturity Benefit shall equal (*i*) the Policy's Face Amount at the time of termination multiplied by (*ii*) an equalization factor (as per the attached tables).

C. For Pre-1948 Industrial Weekly Substandard Death/Maturity Policies, the Additional Enhancement provided as an Enhanced Past Death/Maturity Benefit shall equal (*i*) the Policy's Face Amount at the time of termination multiplied by (*ii*) an equalization factor (as per the attached tables).

D. For Pre-1963 Industrial Weekly Terminated Policies, the Enhanced Past Termination Benefit shall equal (*i*) the Policy's Cash Value at the time of termination multiplied by (*ii*) an equalization factor (as per the attached tables).

Table 1.1
Life Paid Up at Age 70 (Ages 1-9)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Policies Issued from 1/2/1939 to 12/29/1941	Policies Issued from 1/5/1942 to 12/29/1947, Weekly Premiums less than $0.15	Policies Issued from 1/5/1942 to 12/29/1947, Weekly Premiums of $0.15 or Greater
1	136%	134%	135%
2	135%	134%	134%
3	136%	133%	134%
4	137%	132%	133%
5	139%	131%	131%
6	139%	131%	131%
7	138%	131%	131%
8	139%	131%	132%
9	138%	131%	131%

Table 1.2
Life Paid Up at Age 70 (Ages 10-60)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	For Policies Issued from 1/2/1939 to 12/29/1941	For Policies Issued from 1/5/1942 to 12/29/1947
10	139%	131%
11	138%	132%
12	138%	132%
13	138%	133%
14	136%	132%
15	137%	132%
16	136%	131%
17	133%	134%
18	132%	133%
19	130%	131%
20	129%	131%
21	127%	132%
22	124%	131%
23	123%	132%
24	123%	131%
25	121%	129%
26	120%	130%
27	119%	129%
28	118%	130%
29	119%	130%
30	116%	128%
31	115%	128%
32	115%	129%
33	114%	130%
34	115%	126%
35	114%	127%
36	114%	129%
37	115%	127%
38	115%	126%
39	113%	127%
40	112%	126%
41	113%	127%
42	113%	125%
43	114%	123%
44	112%	124%
45	110%	122%
46	110%	124%
47	111%	121%
48	108%	122%
49	109%	123%
50	106%	121%
51	110%	118%
52	110%	119%
53	107%	120%
54	108%	117%
55	104%	118%
56	109%	119%
57	105%	115%
58	105%	111%
59	105%	118%
60	106%	113%

Table 2.1
30 Payment Life (Ages 1-9)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Policies Issued from 1/2/1939 to 12/29/1941	Policies Issued from 1/5/1942 to 12/29/1947, Weekly Premiums less than $0.20	Policies Issued from 1/5/1942 to 12/29/1947, Weekly Premiums of $0.20 or Greater
1	138%	122%	124%
2	137%	123%	124%
3	136%	122%	122%
4	135%	121%	122%
5	135%	120%	121%
6	135%	121%	122%
7	136%	123%	123%
8	134%	122%	122%
9	134%	123%	123%

Table 2.2
30 Payment Life (Ages 10-40)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Policies Issued from 1/2/1939 to 12/29/1941	Policies Issued from 1/5/1942 to 12/29/1947
10	135%	124%
11	135%	123%
12	135%	125%
13	135%	124%
14	134%	125%
15	134%	125%
16	133%	126%
17	132%	126%
18	129%	125%
19	127%	125%
20	126%	126%
21	124%	125%
22	123%	125%
23	122%	124%
24	121%	124%
25	120%	127%
26	117%	125%
27	118%	126%
28	117%	125%
29	117%	125%
30	117%	125%
31	116%	124%
32	115%	127%
33	115%	125%
34	116%	126%
35	114%	124%
36	115%	125%
37	115%	128%
38	115%	127%
39	114%	127%
40	N/A	126%

Table 3.1
Endowment at Age 80 (Ages 1-9)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Policies Issued from 1/7/1907 to 6/28/1909	Policies Issued from 7/5/1909 to 12/27/1915	Policies Issued from 1/3/1916 to 2/28/1916	Policies Issued from 3/6/1916 to 12/29/1919	Policies Issued from 1/5/1920 to 3/19/1923	Policies Issued from 3/26/1923 to 12/26/1938	Policies Issued from 1/5/1942 to 12/29/1947
1	N/A	N/A	N/A	N/A	N/A	137%	134%
2	141%	127%	143%	137%	140%	136%	134%
3	140%	128%	143%	138%	140%	137%	133%
4	140%	129%	144%	138%	139%	136%	133%
5	140%	129%	143%	139%	139%	138%	132%
6	140%	129%	142%	139%	138%	139%	131%
7	142%	129%	141%	140%	139%	139%	131%
8	143%	129%	140%	138%	137%	140%	131%
9	144%	129%	139%	139%	139%	139%	132%

Table 3.2
Endowment at Age 80 (Ages 10-70)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Policies Issued from 1/7/1907 to 6/28/1909	Policies Issued from 7/5/1909 to 12/27/1915	Policies Issued from 1/3/1916 to 2/28/1916	Policies Issued from 3/6/1916 to 12/26/1938	Policies Issued from 1/5/1942 to 12/29/1947
10	143%	129%	140%	140%	132%
11	142%	129%	139%	138%	133%
12	141%	128%	139%	139%	132%
13	141%	127%	138%	139%	133%
14	140%	126%	136%	137%	133%
15	139%	125%	135%	136%	133%
16	138%	123%	133%	135%	132%
17	135%	121%	130%	134%	133%
18	132%	119%	129%	133%	133%
19	131%	118%	127%	131%	132%
20	128%	117%	126%	130%	133%
21	129%	116%	122%	127%	132%
22	128%	116%	122%	126%	132%
23	129%	115%	119%	124%	133%
24	128%	115%	118%	122%	131%
25	127%	115%	117%	122%	131%
26	126%	114%	115%	121%	131%
27	127%	114%	114%	120%	132%
28	126%	113%	113%	119%	131%
29	125%	112%	112%	118%	130%
30	124%	112%	112%	119%	131%
31	123%	111%	111%	118%	131%
32	124%	112%	112%	118%	129%
33	123%	110%	110%	116%	130%
34	122%	111%	111%	116%	130%
35	123%	111%	111%	117%	128%
36	122%	110%	110%	116%	131%
37	123%	110%	110%	116%	131%
38	121%	111%	111%	115%	129%
39	122%	111%	111%	115%	130%
40	123%	111%	111%	116%	129%
41	121%	110%	110%	116%	130%
42	120%	108%	108%	113%	129%
43	121%	108%	108%	113%	127%
44	119%	109%	109%	114%	128%
45	119%	109%	109%	114%	126%
46	119%	109%	109%	115%	124%
47	119%	109%	109%	113%	129%
48	119%	109%	109%	113%	126%
49	119%	109%	109%	111%	124%
50	119%	109%	109%	111%	125%
51	119%	109%	109%	109%	127%
52	119%	109%	109%	113%	124%
53	119%	109%	109%	110%	125%
54	119%	109%	109%	107%	122%
55	119%	109%	109%	111%	123%
56	119%	109%	109%	107%	120%
57	119%	109%	109%	108%	121%
58	119%	109%	109%	104%	122%
59	119%	109%	109%	109%	118%
60	119%	109%	109%	105%	119%
61	119%	109%	109%	105%	120%
62	119%	109%	109%	105%	116%
63	119%	109%	109%	105%	117%
64	119%	109%	109%	106%	118%
65	119%	109%	109%	106%	119%
66	119%	109%	109%	N/A	N/A
67	119%	109%	109%	N/A	N/A
68	119%	109%	109%	N/A	N/A
69	119%	109%	109%	N/A	N/A
70	119%	109%	109%	N/A	N/A

Table 4.1
Installment Endowment at Age 80 (Ages 16-65)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Factor
16	121%
17	125%
18	121%
19	117%
20	113%
21	118%
22	114%
23	111%
24	108%
25	112%
26	108%
27	106%
28	109%
29	106%
30	109%
31	106%
32	109%
33	106%
34	108%
35	110%
36	107%
37	108%
38	109%
39	105%
40	106%
41	107%
42	107%
43	107%
44	107%
45	107%
46	106%
47	106%
48	106%
49	106%
50	106%
51	106%
52	106%
53	106%
54	106%
55	106%
56	106%
57	106%
58	106%
59	106%
60	106%
61	106%
62	106%
63	106%
64	106%
65	106%

Table 5.1
Endowment at Age 60
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Factor
1	136%
2	134%
3	133%
4	133%
5	132%
6	132%
7	132%
8	131%
9	131%
10	130%
11	131%
12	130%
13	131%
14	129%
15	128%
16	127%
17	127%
18	125%
19	123%
20	121%
21	120%
22	118%
23	117%
24	116%
25	115%
26	114%
27	113%
28	112%
29	110%
30	111%
31	109%
32	112%
33	110%
34	111%
35	109%

Table 6.1
25 Year Endowment (Ages 1 - 9)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Policies Issued from 1/5/1920 to 12/26/1938, Weekly Premiums of $0.10	Policies Issued from 1/5/1920 to 12/26/1938, Weekly Premiums of $0.15
1	108%	106%
2	108%	106%
3	108%	107%
4	108%	107%
5	108%	107%
6	109%	108%
7	109%	109%
8	110%	110%
9	111%	110%

Table 6.2
25 Year Endowment (Ages 10 - 50)
Substandard

Ratio of Equalized to Unequalized Benefits

Age Next Birthday at Issue	Factor
10	111%
11	111%
12	111%
13	111%
14	111%
15	111%
16	109%
17	112%
18	110%
19	108%
20	108%
21	106%
22	106%
23	104%
24	104%
25	106%
26	104%
27	104%
28	102%
29	104%
30	104%
31	104%
32	104%
33	104%
34	104%
35	104%
36	104%
37	104%
38	107%
39	104%
40	105%
41	107%
42	105%
43	105%
44	105%
45	105%
46	105%
47	105%
48	105%
49	106%
50	106%

EXHIBIT M

Thompson, et al. v. Metropolitan Life Insurance Company

Cost Methodologies and Assumptions

This Exhibit sets forth the methodologies and assumptions for calculating the cost of anticipated settlement benefits pursuant to Section X of the Stipulation of Settlement. Capitalized terms used in this Exhibit shall have the meaning ascribed to them in the Stipulation of Settlement. The descriptions of settlement benefits in this Exhibit are summaries of the relief described in detail in the Stipulation of Settlement. In the event of any conflict between this Exhibit and the terms of the Stipulation of Settlement, the Stipulation of Settlement shall control.

I. Calculation of Benefits Per Policy

A. Industrial Policies. The cost of anticipated settlement benefits for each Industrial Policy shall be calculated according to the following table. Pursuant to Section X.D of the Stipulation of Settlement, the minimum amount of each settlement payment and benefit in the aggregate for any Policy shall be $10; *provided however*, that if a Policy is eligible for benefits under both Section V.A and Section V.B, then both the payment under Section V.A and the payment to the Recipient under Section V.B shall be at least $10. In the event a settlement payment or benefit that otherwise would be provided for a Policy is less than $10, the cost of the payment or benefit shall be calculated as the cost of providing a payment or benefit of $10.

Policy Type	Status	Settlement Benefit		Cost Calculation
Weekly Substandard: Dead or Matured Pre-48	Dead/Matured	Cash payment:	1948 equalization benefit (per Exhibit L) + 4% interest on equalization benefit after 1974 + 12.5% of the Face Amount at death/maturity as enhanced **[Stip. §§ IV.B.1, IV.A.1]**	1948 equalization benefit + 4% simple interest after later of death/maturity and January 1, 1975 *plus* 12.5% of Face Amount at death/maturity, as enhanced by 1948 equalization benefit without interest
Weekly Substandard: Terminated or NFO Pre-63	NFO	Future death/maturity:	1963 equalization benefit (per Exhibit L) + 12.5% of the Face Amount at death/maturity as enhanced **[Stip. §§ III.A.3, III.A.2]**	1963 equalization benefit *plus* 12.5% of Cash Value as of Claim-In Date, as Cash Value enhanced by 1963 equalization benefit
		Future surrender:	1963 equalization benefit (per Exhibit L) + 12.5% of the Cash Value at surrender as enhanced **[Stip. §§ III.B.3, III.B.2]**	
		Cash payment:	optional **[Stip. § III.D]**	
	Dead/Mature NFO	Cash payment:	1963 equalization benefit (per Exhibit L) + 4% interest on equalization benefit after 1974 + 12.5% of the Face Amount at death/maturity as enhanced **[Stip. §§ IV.B.1, IV.A.1]**	1963 equalization benefit + 4% simple interest after later of death/maturity and January 1, 1975 *plus* 12.5% of Face Amount at death/maturity, as enhanced by 1963 equalization benefit without interest

Policy Type	Status	Settlement Benefit		Cost Calculation
	Terminated (at any time)	Cash payment: *and* SDB:	1963 equalization benefit (per Exhibit L) + 4% interest on equalization benefit after 1974 **[Stip. § V.A.2]** 15.5% of Face Amount at termination [RPU: original Face Amount] times policy's 1948/1963 equalization factor in Exhibit L, for 5 years **[Stip. §§ V.B.3, I.D.1.rr(iii)]**	1963 equalization benefit + 4% simple interest from later of termination and January 1, 1975 *plus* Actuarial present value of 5-year SDB of 15.5% of Face Amount at termination [RPU: original Face Amount] times policy's 1948/1963 equalization factor in Exhibit L, assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to Metropolitan Life 1969 Industrial Mortality Table
Other Weekly	In Force/NFO	Future death/maturity: Future surrender: Cash payment:	12.5% of Face Amount at death/maturity **[Stip. § III.A.2]** 12.5% of Cash Value at surrender **[Stip. § III.B.2]** optional **[Stip. § III.D]**	12.5% of Cash Value as of Claim-In Date
	Dead/Mature	Cash payment:	12.5% of Face Amount at death/maturity **[Stip. § IV.A.1]**	12.5% of Face Amount at death/maturity
	Terminated	SDB:	15.5% of Face Amount at termination [RPU: original Face Amount (times policy's 1948 equalization factor in Exhibit L if substandard)] for 5 years **[Stip. §§ V.B.3, I.D.1.rr(iii)]**	Actuarial present value of 5-year SDB of 15.5% of Face Amount at termination [RPU: original Face Amount (times policy's 1948 equalization factor in Exhibit L if substandard)], assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to Metropolitan Life 1969 Industrial Mortality Table
1927-29 Monthly Substandard	In Force/NFO	N/A		
	Dead/Mature	Cash payment:	13% of Face Amount at death/maturity for 25 year Endowment, 36% of Face Amount at death/maturity for Endowment at 75 + 4% interest on above amount after 1974 + 5% of Face Amount at death/maturity as enhanced **[Stip. §§ IV.B.2, IV.A.2]**	13% (for 25 year Endowment) or 36% (for Endowment at 75) of Face Amount at death/maturity + 4% simple interest after later of death/maturity and January 1, 1975 *plus* 5% of Face Amount at death/maturity, as enhanced by 13% (for 25 year Endowment) or 36% (for Endowment at 75), without interest
	Terminated	Cash payment: *and* SDB:	13% of Cash Value at termination for 25 year Endowment, 36% of Cash Value at termination for Endowment at 75 + 4% interest on equalization benefit after 1974 **[Stip. § V.A.5]** 8% of Face Amount at termination [RPU: original Face Amount], as enhanced, for 5 years **[Stip. §§ V.B.4, I.D.1.rr(iii)]**	13% (25 year Endowment) or 36% (Endowment at 75) of Cash Value at termination + 4% simple interest from later of termination and January 1, 1975 *plus* Actuarial present value of 5-year SDB of 8% of Face Amount at termination [RPU: original Face Amount] times 1.13 (25 year Endowment) or 1.36 (Endowment at 75), assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to Metropolitan Life 1969 Industrial Mortality Table

Policy Type	Status	Settlement Benefit		Cost Calculation
Other Monthly Substandard	In Force/NFO	Future death/maturity: Future surrender: Cash payment:	12.5% of Face Amount at death/maturity **[Stip. § III.A.2]** 12.5% of Cash Value at surrender **[Stip. § III.B.2]** optional **[Stip. § III.D]**	12.5% of Cash Value as of Claim-In Date
	Dead/Mature	Cash payment:	12.5% of Face Amount at death/maturity **[Stip. § IV.A.1]**	12.5% of Face Amount at death/maturity
	Terminated	SDB:	15.5% of Face Amount at termination [RPU: original Face Amount] for 5 years **[Stip. §§ V.B.3, 1.D.1.rr(iii)]**	Actuarial present value of 5-year SDB of 15.5% of Face Amount at termination [RPU: original Face Amount], assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to Metropolitan Life 1969 Industrial Mortality Table
Monthly Standard	In Force/NFO	Future death/maturity: Future surrender: Cash payment:	5% of Face Amount at death/maturity **[Stip. § III.A.2]** 5% of Cash Value at surrender **[Stip. § III.B.2]** optional **[Stip. § III.D]**	5% of Cash Value as of Claim-In Date
	Dead/Matured	Cash payment:	5% of Face Amount at death/maturity **[Stip. § IV.A.2]**	5% of Face Amount at death/maturity
	Terminated	SDB:	8% of Face Amount at termination [RPU: original Face Amount] for 5 years **[Stip. § V.B.4, I.D.1.rr(iii)]**	Actuarial present value of 5-year SDB of 8% of Face Amount at termination [RPU: original Face Amount], assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to Metropolitan Life 1969 Industrial Mortality Table

B. Ordinary Policies. The cost of anticipated settlement benefits for each Ordinary Policy shall be calculated according to the following table. Pursuant to Section X.D of the Stipulation of Settlement, the minimum amount of each settlement payment or benefit in the aggregate for any Policy shall be $10. In the event a settlement payment or benefit that otherwise would be provided for a Policy is less than $10, the cost of the payment or benefit shall be calculated as the cost of providing a payment or benefit of $10.

Policy Type	Status	Settlement Benefit		Cost Calculation
1930-35: Three Substandard Plans	In Force/NFO	Additional insurance: Dividends: Cash payment:	15% of Face Amount at Eligibility Date **[Stip. § III.C.3]** prospective equalization **[Stip. § III.E]** optional **[Stip. § III.D]**	Inforce: Cash Value of Additional Insurance of 15% of Face Amount at Eligibility Date, using Additional Insurance cash value factors for particular product NFO: 15% of Cash Value as of Claim-In Date
	Dead/Mature	Cash payment:	15% of Face Amount at death/maturity (Early Termination Adjustment, unless RPU) + 4% interest on above amount after 1974 **[Stip. § IV.A.4]**	15% of Face Amount at death/maturity (as adjusted by Early Termination Adjustment, unless RPU) + 4% simple interest from later of death/maturity and January 1, 1975

Policy Type	Status	Settlement Benefit		Cost Calculation	
	Terminated	Cash payment:	15% of Cash Value at termination + 4% interest on above amount after 1974 **[Stip. § V.A.3]**	15% of Cash Value at termination + 4% simple interest from later of termination and January 1, 1975	
1920-29 Intermediate	In Force Active	Face Amount Increase: Additional insurance: Dividends: Cash payment:	9% of Face Amount at Eligibility Date **[Stip. § III.A.4]** 35% of Face Amount at Eligibility Date **[Stip. § III.C.2]** prospective equalization **[Stip. § III.E]** optional **[Stip. § III.D]**	9% of Cash Value as of Claim-In Date *plus* Cash value of Additional Insurance of 35% of Face Amount at Eligibility Date, using Additional Insurance cash value factors for particular product	
	In Force NFO	Face Amount Increase: Dividends: Cash payment:	44% of Face Amount at Eligibility Date **[Stip. § III.A.4, III.C.2]** prospective equalization **[Stip. § III.E]** optional **[Stip. § III.D]**	44% of Cash Value as of Claim-In Date	
	Dead/Mature	Cash payment:	35% of Face Amount at death/maturity (Early Termination Adjustment, unless RPU) *plus* 9% of Face Amount at death/maturity + 4% interest on above amount after 1974 **[Stip. § IV.A.5]**	35% of Face Amount at death/maturity (as adjusted by Early Termination Adjustment, unless RPU) + 4% simple interest from later of death/maturity and January 1, 1975 *plus* 9% of Face Amount at death/maturity + 4% simple interest from later of death/maturity and January 1, 1975	
	Terminated	Cash payment:	44% of Cash Value at termination + 4% interest on above amount after 1974 **[Stip. § V.A.4]**	44% of Cash Value at termination + 4% simple interest from later of termination and January 1, 1975	
$4500-$5000 Met Series	In Force	Future death/maturity: Future surrender: Cash payment:	3% of Face Amount at death/maturity for standard **[Stip. § VI.B.1]** 18% of Face Amount at death/maturity for substandard **[Stip. §§ VI.A, III.A.2]** 3% of Cash Value at surrender for standard **[Stip. § VI.B.1]** 18% of Cash Value at surrender for substandard **[Stip. §§ VI.A, III.B.2]** optional **[Stip. §§ VI.B.1, III.D]**	Standard: Substandard:	3% of Cash Value as of Claim-In Date 18% of Cash Value as of Claim-In Date
	Dead/Mature	Cash payment:	3% of Face Amount at death/maturity for standard **[Stip. § VI.B.2]** 18% of Face Amount at death/maturity for substandard **[Stip. §§ VI.A, IV.A.3]**	Standard: Substandard:	3% of Face Amount at death/maturity 18% of Face Amount at death/maturity

Policy Type	Status	Settlement Benefit		Cost Calculation
	Terminated	SDB:	3% (standard) or 21% (substandard) of Face Amount at termination [RPU: original Face Amount] for 5 years **[Stip. §§ VI.B.3., VI.A., V.B.5, 1.D.1.rr(iii)]**	Actuarial present value of 5-year SDB of 3% (standard) or 21% (substandard) of Face Amount at termination [RPU: original Face Amount], assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to the Society of Actuaries 1985-1990 Age Last Birthday Mortality Table
Other Substandard	In Force/NFO	Future death/maturity: Future surrender: Cash payment:	15% of Face Amount at death/maturity **[Stip. § III.A.2]** 15% of Cash Value at surrender **[Stip. § III.B.2]** optional **[Stip. § III.D]**	15% of Cash Value as of Claim-In Date
	Dead/Mature	Cash payment:	15% of Face Amount at death/maturity **[Stip. § IV.A.3]**	15% of Face Amount at death/maturity
	Terminated	SDB:	18% of Face Amount at termination [RPU: original Face Amount] for 5 years **[Stip. § V.B.5]**	Actuarial present value of 5-year SDB of 18% of Face Amount at termination [RPU: original Face Amount], assuming (*i*) 6.0% discount rate discounted back to Final Settlement Date; and (*ii*) mortality equal to the Society of Actuaries 1985-1990 Age Last Birthday Mortality Table

II. Calculation of Aggregate Cost. The total cost of anticipated settlement benefits shall be calculated as follows. The Stipulation of Settlement sets forth the definitions (Section I.D.1) and eligibility requirements (Section IX) for inclusion in each Policy type. Assumed costs for Policies with an unknown race on the Company's electronic records and for which no claim-in has been effectuated shall be calculated by multiplying (*i*) the total cost calculated for all such "unknown race" policies in a given policy type using the formulas in Section I of this Exhibit M by (*ii*) the percentage indicated.

	Policy Type	On Database as Known Non-Caucasian/Claim-Ins	Assumed Cost for Policies with Unknown Race on Database & No Claim-In	Total Cost
(a)	Industrial Weekly Substandard – Dead or Matured Prior to 1948	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(b)	Industrial Weekly Substandard – NFO Prior to 1963 – Inforce	100%	100%	0.925 * (sum of columns 2 & 3):
(c)	Industrial Weekly Substandard – NFO Prior to 1963 – Dead/Matured	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(d)	Industrial Weekly Substandard – NFO/Terminated Prior to 1963 – Terminated Any Time	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(e)	Other Industrial Weekly Substandard – Inforce/NFO	100%	100%	0.925 * (sum of columns 2 & 3):
(f)	Other Industrial Weekly Substandard – Dead/Matured	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(g)	Other Industrial Weekly Substandard – Terminated	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(h)	Industrial Weekly Standard – Inforce/NFO	100%	10% (issued pre-1952) 39% (issued 1952 & later) *Subject to Race Adjustment in Section X.C*	
(i)	Industrial Weekly Standard – Dead/Matured	100%	0%	
(j)	Industrial Weekly Standard – Terminated	100%	0%	
(k)	1927-1929 Industrial Monthly Substandard – Dead/Matured	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(l)	1927-1929 Industrial Monthly Substandard – Terminated	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(m)	Other Industrial Monthly Substandard – Inforce/NFO	100%	On Company database and identified as non-Caucasian in Application File: 100%	0.925 * (sum of columns 2 & 3):

	Policy Type	On Database as Known Non-Caucasian/Claim-Ins	Assumed Cost for Policies with Unknown Race on Database & No Claim-In	Total Cost
			Others: 3% *Subject to Race Adjustment in Section X.C*	
(n)	Other Industrial Monthly Substandard – Dead/Matured	100%	Death claim within 7 years prior to Execution Date *or* maturity since 1/1/1989, *and* on Company database and identified as non-Caucasian in Application File: 100% Others: 0%	
(o)	Other Industrial Monthly Substandard – Terminated	100%	Termination since 1/1/1989, on Company database and identified as non-Caucasian in Application File: 100% Others: 0%	
(p)	Industrial Monthly Standard – Inforce/NFO	100%	3% *Subject to Race Adjustment in Section X.C*	0.925 * (sum of columns 2 & 3):
(q)	Industrial Monthly Standard – Dead/Matured	100%	0%	
(r)	Industrial Monthly Standard – Terminated	100%	0%	
(s)	1930-1935 Ordinary Substandard – Inforce/NFO	100%	100%	
(t)	1930-1935 Ordinary Substandard – Dead/Matured	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(u)	1930-1935 Ordinary Substandard – Terminated	100%	Policies receiving relief under Section IX.C: 100% Others: 0%	
(v)	1920-1929 Intermediate – Inforce/NFO	100%	On Company database and identified as non-Caucasian in Application File: 100% Others: 12% *Subject to Race Adjustment in Section X.C*	
(w)	1920-1929 Intermediate – Dead/Matured	100%	Death claim within 7 years prior to Execution Date *or* maturity since 1/1/1989, *and* on Company database and identified as non-Caucasian in Application File: 100% Others: 0%	
(x)	1920-1929 Intermediate – Terminated	100%	Termination since 1/1/1989, on	

	Policy Type	On Database as Known Non-Caucasian/Claim-Ins	Assumed Cost for Policies with Unknown Race on Database & No Claim-In	Total Cost
			Company database and identified as non-Caucasian in Application File: 100% Others: 0%	
(y)	Covered Met Series – Inforce/NFO	100%	6.5% *Subject to Race Adjustment in Section X.C*	0.925 * (sum of columns 2 & 3):
(z)	Covered Met Series – Dead/Matured	100%	0%	
(aa)	Covered Met Series – Terminated	100%	0%	
(bb)	Other Ordinary Substandard – Inforce/NFO	100%	5% (issued before 1967) 16% (issued 1967 and after) *Subject to Race Adjustment in Section X.C*	0.925 * (sum of columns 2 & 3):
(cc)	Other Ordinary Substandard – Dead/Matured	100%	0%	
(dd)	Other Ordinary Substandard – Terminated	100%	0%	
(ee)	Cost of (a) through (dd)	N/A	N/A	
(ff)	Cost of "Additional Insurance" provided to 1930-35 Ordinary Substandard policies for which exclusion requested	N/A	N/A	
(gg)	Cost of "Additional Insurance" and "Face Amount Increase" provided to 1920-1929 Intermediate policies for which exclusion requested	N/A	N/A	
(hh)	Cost of payments pursuant to Section XV.B	N/A	N/A	
(hh)	TOTAL COST ((ee) + (ff) + (gg) + (hh))	N/A	N/A	

Exhibit N

Covered Met Series Policies

For purposes of the Stipulation of Settlement in *Thompson, et al., v. Metropolitan Life Ins. Co.*, No. 00 Civ. 5071 (HB) (S.D.N.Y.), the term "Covered Met Series Policies" shall include any life insurance policy that:

- Was issued by the Company from its Ordinary Department from 1960 through 1972;
- Has a nine-digit policy number with a suffix of M, M1, M3, MS, M1S or M3S, the first two digits of which are 60 to 72, inclusive;
- Insured the life of a non-Caucasian; *and*
- Had a Face Amount at the time the policy was issued of no less than $4,500 and no greater than $5,000.