

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between

Name of Claimant

Si Fine

Case No. 98-04877

Name of Respondent

Metropolitan Life Insurance Company

REPRESENTATION OF PARTIES

For Si Fine ("Fine"), hereinafter also referred to as "Claimant": H. Mark Vieth, Esq. of Tilghman & Vieth, P.A., Miami, Florida.

For Metropolitan Life Insurance Company ("Met Life"), hereinafter also referred to as "Respondent": Allan H. Weitzman, Esq. of Proskauer Rose LLP, Boca Raton, Florida.

CASE INFORMATION

Statement of Claim filed on or about: January 19, 1999.

Claimant signed the Uniform Submission Agreement on: December 18, 1998.

Statement of Answer filed by Respondent on or about: March 25, 1999.

Amended Answer filed by Respondent on or about: November 9, 1999.

Respondent's Uniform Submission Agreement signed on: March 23, 1999 by Anthony C. Ginetto, Assistant General Counsel, on behalf of the firm.

CASE SUMMARY

Claimant alleged the following: Claimant's claims are being brought under Title VII and Chapter 760, Florida Statutes. Respondent refused to promote Claimant to a general agency manager's position. Claimant is a branch manager and has applied and continues to apply for general agency manager positions throughout the country. Met Life has hired younger, less qualified candidates for the positions. Claimant was discriminated against by Met Life on account of his age from the period beginning April 3, 1998 to the present. The refusal to promote him to a general agency manager is due to a company-wide practice of age discrimination, refusing to hire or promote individuals younger than 25 years of age or older than 55 years of age. Procedures and resources available to Claimant's office are proportionally less than those available to similarly situated younger managers at Met Life. As a result of the discrimination by Met Life, Claimant has suffered a lower income in the past as well as non-economic damages

Unless specifically admitted in its Answer, Respondent denied the allegations of wrongdoing contained in the Statement of Claim and asserted the following: Met Life's actions concerning Claimant's employment were lawful and for legitimate, non-discriminatory

reasons. Claimant's age was not a factor in any way in determining who was offered the management positions that Claimant alleged he applied for, both within and outside the state of Florida. Claimant was not the most qualified candidate for the general manager positions that he applied for.

RELIEF REQUESTED

Claimant requested damages of approximately \$2,500,000.00 including the following: back pay, front pay, prejudgment interest, pension losses, punitive damages and non-economic damages. Claimant further requested an award of attorneys' fees and costs to be determined by a court of competent jurisdiction.

Respondent requested a dismissal of the Statement of Claim in its entirety.

OTHER ISSUES CONSIDERED AND DECIDED

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, and the post-hearing submissions (if any), Panel has decided in full and final resolution of the issues submitted for determination as follows:

The Statement of Claim is denied in its entirety.

All requests for relief not specifically addressed herein are denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:
Initial claim filing fee = \$500.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter the member firm, Met Life, is a party.

Member surcharge	= \$2500.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$4500.00

Adjournment Fees

Adjournments requested during these proceedings:

November 1 through November 4, 1999, adjournment by
Respondent = \$1000.00

March 7 through March 10, 2000, joint request by parties:
Claimant = \$ 500.00
Respondent = \$ 500.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator x \$300.00 = \$300.00
Pre-hearing conference date: July 26, 1999 1 session

One (1) Pre-hearing session with the Panel x \$1,000.00 = \$1000.00
Pre-hearing conference date: July 6, 1999 1 session

Eight (8) Hearing sessions x \$1,000.00 = \$8000.00
Hearing dates: May 9, 2000 2 sessions
May 10, 2000 2 sessions
May 11, 2000 2 sessions
May 12, 2000 2 sessions

Total Forum Fees = \$9300.00

The Panel has assessed \$4,650.00 of the forum fees to Claimant.

The Panel has assessed \$4,650.00 of the forum fees to Respondent.

Fee Summary

Claimant be and hereby is solely liable for:

Initial Filing Fee = \$ 500.00
Adjournment Fee = \$ 500.00
Forum Fees = \$4650.00
Total Fees = \$5650.00
Less payments = \$1500.00
Balance Due NASD Regulation, Inc. = \$4150.00

Respondent be and hereby is solely liable for:

Member Fees = \$ 7600.00
Adjournment Fees = \$ 1500.00
Forum Fees = \$ 4650.00
Total Fees = \$13750.00
Less payments = \$ 9700.00
Balance Due NASD Regulation, Inc. = \$ 4050.00

All balances are due and payable to NASD Dispute Resolution, Inc.

Concurring Arbitrators' Signatures

_____/s/_____
Robert K. Ruskin, Esq.
Public Arbitrator/Presiding Chair

Signature Date

_____/s/_____
Sandra J. Galloway
Public Arbitrator

Signature Date

_____/s/_____
Mark Esquenazi
Industry Arbitrator

Signature Date

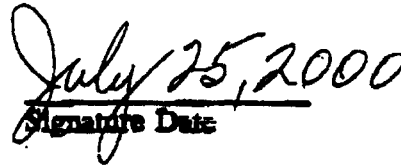
July 26, 2000
Date of Service (For NASD office use only)

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Concurring Arbitrators' Signature(s)



Robert K. Ruskin, Esq.
Public Arbitrator/Presiding Chair



Signature Date

Sandra J. Galloway
Public Arbitrator

Signature Date

Mark Esquenazi
Industry Arbitrator

Signature Date

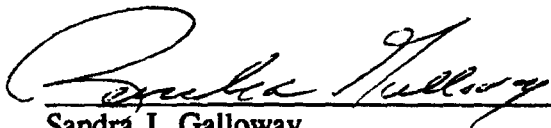
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Concurring Arbitrators' Signature(s)

Robert K. Ruskin, Esq.
Public Arbitrator/Presiding Chair

Signature Date



Sandra J. Galloway
Public Arbitrator

7-25-00

Signature Date

Mark Esquenazi
Industry Arbitrator

Signature Date

Date of Service (For NASD office use only)

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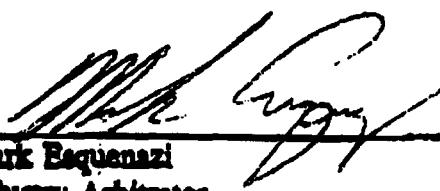
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Public Arbitrator

Signature Date



Mark Esquenazi
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Signature Date

Date of Service (For NASD office use only)