

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

Baruch Coleman, (Claimant) vs. Metropolitan Life Insurance Company, Robert Franke, Monroe Aboyoun, Martin Marino and Robert Becker, (Respondents)

Case Number: 99-02849

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Baruch Coleman, hereinafter referred to as "Claimant", appeared *pro se*.

Respondents, Metropolitan Life Insurance Company ("MetLife"), Robert Franke ("Franke"), Monroe Aboyoun ("Aboyoun"), Martin Marino ("Marino"), and Robert Becker ("Becker"), hereinafter collectively referred to as "Respondents": Steven Yarusinsky, Esq., Proskauer Rose, LLP, Newark, NJ.

CASE INFORMATION

Statement of Claim filed on or about: June 22, 1999.

Claimant signed the Uniform Submission Agreement: June 22, 1999.

Statement of Answer filed by MetLife, Marino, and Becker on or about: September 16, 1999.

MetLife signed the Uniform Submission Agreement.

Marino signed the Uniform Submission Agreement.

Becker signed the Uniform Submission Agreement.

Statement of Answer filed by Franke on or about: November 5, 1999.

Franke signed the Uniform Submission Agreement.

Statement of Answer filed by Aboyoun on or about: February 22, 2000.

Aboyoun signed the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following causes of action: breach of contract; promissory estoppel; negligent misrepresentation; fraudulent misrepresentation; wrongful discharge in violation of public policy; unjust enrichment; religious discrimination; and vicarious liability.

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: the Statement of Claim fails to state a claim upon which relief can be granted; Claimant's claims are barred by the applicable statute of limitations; any alleged injuries that Claimant may have sustained were not caused by the negligence or want of care on the part of Respondents, but through the negligence and want of care of Claimant; Claimant's claims are barred by the doctrines of estoppel, laches, waiver, and/or unclean hands; Claimant has failed to mitigate his alleged injury or damages; Claimant's claims are barred, in whole or in part, because he was an employee at-will; Claimant has failed to comply with the prerequisite to an action outlined in MetLife's Manual of Instructions for Account Representatives; any Award of punitive damages is barred on the grounds that it would be against public policy; and Claimant's claim for the recovery of punitive damages is in contravention of Respondents' rights under each of the following provisions: (a) the Commerce Clause of Article I, Section 8 of the United States Constitution, (b) the Contracts Clause of Article I, Section 10 of the United States Constitution, (c) the Due Process Clause of the Fifth and Fourteenth Amendments to the United States Constitution, (d) the Equal Protection of the laws afforded by the Fourteenth Amendment to the United States Constitution, (e) the Constitutional prohibition against vague and overbroad laws, and (f) the corresponding provisions under the Constitution of the State of New Jersey.

RELIEF REQUESTED

Claimant requested compensatory damages in the approximate amount of \$100,000.00, including, but not limited to back and front pay and other renumeration; compensation for emotional distress; punitive damages; attorneys' fees; pre-judgment and post-judgment interest; costs and fees; and such other relief as the Panel may deem just and appropriate under the circumstances.

Respondents requested that Claimant's claims be dismissed, with prejudice.

OTHER ISSUES CONSIDERED AND DECIDED

During the hearings in this matter, Respondents made a motion to dismiss. The Panel granted the motion with respect to the individual Respondents, only. The Panel's decision is reflected in the "Award" section below.

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, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. MetLife be and hereby is solely liable for and shall pay to Claimant the sum of \$22,425.00 as compensatory damages, plus interest at the rate of 9% accruing from September 20, 2000 until paid.
2. All claims against Franke, Aboyoun, Marino, and Becker are dismissed in their entirety.
3. Claimant's request for punitive damages is hereby denied.
4. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$ 225.00
--------------------------	-------------

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, Metropolitan Life Insurance Company is a party.

Member surcharge	= \$ 1,000.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$ 1,500.00

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:

Five (5) Pre-hearing sessions with a single arbitrator x \$450.00	= \$ 2,250.00
Pre-hearing conferences:	
March 27, 2000	1 session
April 26, 2000	1 session
May 22, 2000	1 session
June 2, 2000	2 sessions
One (1) Pre-hearing session with Panel x \$750.00	= \$ 750.00
Pre-hearing conference:	
January 19, 2000	1 session
Ten (10) Hearing sessions x \$750.00	= \$ 7,500.00
Hearing Dates:	
September 11, 2000	2 sessions
September 12, 2000	2 sessions
September 18, 2000	2 sessions
September 19, 2000	2 sessions
September 20, 2000	2 sessions
Total Forum Fees	= \$10,500.00

The Panel has assessed all of the forum fees against MetLife.

Fee Summary

1. Claimant be and hereby is solely liable for:

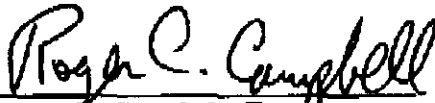
Initial Filing Fee	= \$ 225.00
Total Fees	= \$ 225.00
Less payments	= \$ 975.00
Refund Due Claimant	= \$ 750.00
2. MetLife be and hereby is solely liable for:

Member Fees	= \$ 3,100.00
Forum Fees	= \$10,500.00
Total Fees	= \$13,600.00
Less payments	= \$ 3,800.00
Balance Due NASD Dispute Resolution, Inc.	= \$ 9,800.00

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

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.



Roger C. Campbell, Esq.
Industry Arbitrator, Presiding Chair

10-18-00

Signature Date

Stephanie Michelle Whidden
Public Arbitrator

Signature Date

Edwin E. Albom
Public Arbitrator

Signature Date

October 20, 2000
Date of Service (For NASD office use only)

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

Roger C. Campbell, Esq.
Industry Arbitrator, Presiding Chair

Signature Date

Stephanie Michelle Whidden
Stephanie Michelle Whidden
Public Arbitrator

10/18/00
Signature Date

Edwin E. Albom
Public Arbitrator

Signature Date

October 20, 2000
Date of Service (For NASD office use only)

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

Roger C. Campbell, Esq.
Industry Arbitrator, Presiding Chair

Signature Date

Stephanie Michelle Whidden
Public Arbitrator

Signature Date



Edwin E. Albom
Public Arbitrator

10/18/00

Signature Date

October 20, 2000

Date of Service (For NASD office use only)