

**Award**  
**NASD Dispute Resolution, Inc.**

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In the Matter of the Arbitration Between:

Roseanne Riggs, Claimant v. Metropolitan Life Insurance Company, Respondent

Case Number: 99-02937

Hearing Site: Los Angeles, California

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**REPRESENTATION OF PARTIES**

For Claimant Roseanne Riggs:

Joel E. Baruch, Esq.  
Law Offices of  
Joel E. Baruch, P.C.  
Irvine, California

For Respondent Metropolitan Life Insurance Company:

Arthur F. Silbergeld, Esq.  
Proskauer Rose LLP  
Los Angeles, California

**CASE INFORMATION**

Statement of Claim filed: June 21, 1999

Claimant's Uniform Submission Agreement signed: June 17, 1999

Statement of Answer filed by Respondent Metropolitan Life Insurance Company: September 15, 1999

Uniform Submission Agreement signed by Respondent Metropolitan Life Insurance Company: September 15, 1999

**CASE SUMMARY**

Claimant alleged sex discrimination in employment, breach of an implied contract, and breach of the covenant of good faith and fair dealing in connection with Claimant's demotion from her "General Manager" position at Metropolitan Life Insurance Company.

Respondent denied the allegations of wrongdoing set forth in the Claimant's Statement of Claim.

### **RELIEF REQUESTED**

Claimant requested compensatory damages of at least \$1,000,000.00 consisting of lost earnings, lost future earning capacity, pension benefits and other fringe benefits. Claimant also requested unspecified pecuniary damages, punitive damages, general damages for mental and emotional distress, interest, attorney's fees and costs.

Respondent requested dismissal of the Claimant's Statement of Claim in its entirety and sought an award of attorney's fees and costs.

### **OTHER ISSUES CONSIDERED AND DECIDED**

The parties 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, testimony, and evidence presented at the hearing, the Panel decided in full and final resolution of the issues submitted for determination as follows:

- 1) Claimant's claims are denied in their entirety.
- 2) Claimant's claim for punitive damages is denied.
- 3) Each party shall bear its own costs including attorney's fees.
- 4) All other relief not expressly granted is denied.

### **FEES**

Pursuant to the Code, the following fees are assessed:

#### **Filing Fees**

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

Initial claim filing fee	= \$ 600.00
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### **Member Fees**

Member fees are assessed to each member firm that is either a party in the matter or an employer of a Respondent associated person at the time of the event of the dispute. Accordingly, the member firm Metropolitan Life Insurance Company is a party and the following fees are assessed:

Member Surcharge	= \$ 2,500.00
Pre-Hearing Process Fee	= \$ 600.00
<u>Hearing Process Fee</u>	<u>= \$ 4,500.00</u>
Total Member Fees	= \$ 7,600.00

### **Forum Fees and Assessments**

The Panel assessed a forum fee for each pre-hearing conference or hearing session conducted. A pre-hearing conference and hearing session is any meeting between the parties and the Panel. The following fees are assessed:

(1) Pre-hearing conference session with the Panel @ \$1,200.00/session	= \$ 1,200.00
Pre-hearing conference: February 15, 2000 1 session	

(14) Hearing sessions @ \$1,200.00/session	= \$ 16,800.00
Hearings: September 25, 2000 2 sessions	
September 26, 2000 2 sessions	
September 27, 2000 2 sessions	
September 28, 2000 2 sessions	
September 29, 2000 1 session	
October 2, 2000 2 sessions	
January 23, 2001 2 sessions	
January 24, 2001 1 session	

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Total Forum Fees	= \$ 18,000.00
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The Panel assessed \$ 18,000.00 of the forum fees to Respondent Metropolitan Life Insurance Company.

**Administrative Costs**

Administrative costs are expenses incurred because a party requested additional services beyond the normal administrative services. These additional services include, but are not limited to, additional copies of arbitrator awards, copies of audio transcripts, retrieval of documents from archives, interpreters, security, and other requests.

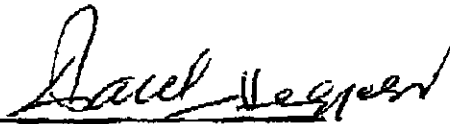
Claimant Riggs requested 127 photocopies at \$.50/page:	= \$ 63.50
Claimant Riggs requested copies of the audio-tape hearing transcript 19 audio-tapes at \$15.00/tape:	= \$285.00
Respondent Metropolitan Life Insurance Company requested 188 photocopies at \$.50/page:	= \$94.00
Respondent Metropolitan Life Insurance Company requested copies of the audio-tape hearing transcript 19 audio-tapes at \$15.00/tape:	= \$285.00

**Fee Summary**

1. Claimant Roseanne Riggs is charged with the following fees and costs:	
Initial Filing Fee	= \$ 600.00
<u>Administrative Costs</u>	= \$ 348.50
Total Fees	= \$ 948.50
<u>Less Payments</u>	= \$(2,085.00)
Refund Due Claimant Roseanne Riggs	= \$(1,136.50)
2. Respondent Metropolitan Life Insurance Company is charged with the following fees and costs:	
Member Fees	= \$ 7,600.00
Forum Fees	= \$18,000.00
<u>Administrative Costs</u>	= \$ 379.00
Total Fees	= \$25,979.00
<u>Less Payments</u>	= \$(7,975.00)
Balance Due NASD Dispute Resolution, Inc.	= \$18,004.00

All balances are payable to NASD Dispute Resolution, Inc. and are due within 30 days of the Award's date of service.

Concurring Arbitrators' Signatures



Paul Hegyesi  
Chair, Public Arbitrator

2/20/01  
Signature Date

Thomas A. Culbertson, Esq.  
Public Arbitrator

Signature Date

Robert D. Sussin, Esq.  
Non-Public Arbitrator

Signature Date

February 20, 2001  
Date of Service


Concurring Arbitrators' Signatures

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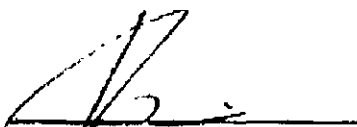
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02/20/01  
Signature Date

February 20, 2001  
Date of Service