

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ MAR 03 2010 ★
BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
: In re METLIFE DEMUTUALIZATION LITIGATION. :
:

This Document Relates to All Actions. :
:
-----X

00 CV 2258 (JBW)

FINAL JUDGMENT

In accordance with the Stipulation of Settlement among the parties to *In re MetLife Demutualization Litigation*, No. 00 CV 2258, in the United States District Court for the Eastern District of New York (the "Federal Action"), and *Fiala v. Metropolitan Life Insurance Company*, Index No. 601181/2000, in New York Supreme Court, New York County (the "State Action"); and pursuant to the Memorandum, Order and Judgment on Final Approval of Settlement, Fees, Expenses and Compensation Awards dated February 12, 2010 in this Action (the "Approval Order"), it is hereby ADJUDGED AND DECREED as follows:

1. The Stipulation of Settlement dated November 5, 2009, Docket Entry No. 560-1, (the "Stipulation of Settlement") is approved. The Stipulation of Settlement and this Judgment are declared to be binding on (a) the plaintiffs in this action, (b) the defendants in this action, and (c) the class certified in this action (the "Class"), defined as set forth in Paragraph 14 of the Stipulation of Settlement.

2. This action, including all individual claims and class claims presented by this action and all actions consolidated in this action, is dismissed on the merits, with prejudice, and without costs.

3. No later than 30 days after the Final Settlement Date as defined in the Stipulation of Settlement (the "Final Settlement Date"), defendant Metropolitan Life Insurance Company shall pay or allocate a total of \$50,000,000.00 as follows:

- a. MetLife will allocate \$32,500,000.00, as the Closed Block Settlement Amount referenced in the Stipulation of Settlement, to the closed block in the manner specified in the Stipulation of Settlement.
- b. MetLife will pay \$2,500,000.00, as the Cy Pres Settlement Amount referenced in the Stipulation of Settlement, by check payable to Foundation for the National Institutes of Health, mailed or otherwise delivered to Julie Tune, Chief Financial Officer, Foundation for the National Institutes of Health, 9650 Rockville Pike, Bethesda, MD 20814-3999.
- c. MetLife will pay \$25,000.00, as attorneys' fees and litigation expenses for objector Steven J. Waldman, by check payable to Roy Jacobs & Associates, mailed or otherwise delivered to Roy L. Jacobs, Esq., Roy Jacobs & Associates, 60E. 42nd Street, 46th Floor, New York, NY 10165.
- d. MetLife will pay a total of \$13,000.00 as compensation to the individual named plaintiffs in the Federal Action and State Action as follows:
 - i. \$1,500.00 by check payable to Mary Adele DeVito, mailed or otherwise delivered to Jared B. Stamell, Esq., Stamell & Schager LLP, One Liberty Plaza, 35th Floor, New York, NY 10006
 - ii. \$1,500.00 by check payable to Michael A. Giannattasio, mailed or otherwise delivered to Jared B. Stamell, Esq., Stamell & Schager LLP, One Liberty Plaza, 35th Floor, New York, NY 10006.
 - iii. \$1,500.00 by check payable to Kevin L. Hymms, mailed or otherwise delivered to Jared B. Stamell, Esq., Stamell & Schager LLP, One Liberty Plaza, 35th Floor, New York, NY 10006.
 - iv. \$1,500.00 by check payable to Harry S. Purnell, III, mailed or otherwise delivered to Jared B. Stamell, Esq., Stamell & Schager LLP, One Liberty Plaza, 35th Floor, New York, NY 10006.
 - v. \$1,500.00 by check payable to Eugenia J. Fiala, mailed or otherwise delivered to Paul S. Rothstein, Esq., 626 N.E. First Street, Gainesville, FL 32601.
 - vi. \$1,500.00 by check payable to Paulette Beliunas, mailed or otherwise delivered to Kenneth R. Behrend, Esq., Behrend & Ernsberger, P.C., Park Building, 12th Floor, 355 Fifth Avenue, Pittsburgh, PA 15222.
 - vii. \$1,500.00 by check payable to John Brophy, mailed or otherwise delivered to Barry A. Weprin, Esq., Milberg LLP, One Pennsylvania Plaza, New York, NY 10119.

- viii. \$1,500.00 by check payable to Ira J. Gelb, mailed or otherwise delivered to Barry A. Weprin, Esq., Milberg LLP, One Pennsylvania Plaza, New York, NY 10119.
 - ix. \$1,000.00 by check payable to June Gelb, mailed or otherwise delivered to Barry A. Weprin, Esq., Milberg LLP, One Pennsylvania Plaza, New York, NY 10119.
- e. MetLife will pay a total of \$14,962,000.00 as attorneys' fees and litigation expenses to counsel for the classes in the Federal Action and State Action as follows:
- i. \$18,000.00 in fees and \$30,489.69 in expenses, for a total of \$48,489.69, by check payable to Sharp and Barnes, mailed or otherwise delivered to Kent A. Caperton, Esq., Sharp and Barnes, 98 San Jacinto Blvd., Suite 1400, Austin, TX 78701.
 - ii. \$657,636.70 in fees and \$354,570.09 in expenses, for a total of \$1,012,206.79, by check payable to Berman DeValerio, mailed or otherwise delivered to Joseph J. Tabacco, Jr., Esq., Berman DeValerio, One California Street, Suite 900, San Francisco, CA 94111.
 - iii. \$125,000.00 in fees and \$3,733.60 in expenses, for a total of \$128,733.60, by check payable to Bowles, Cohn & Crow LLP, mailed or otherwise delivered to John C. Crow, Esq., Bowles, Cohn & Crow LLP, 54 W. 21st Street, Suite 1107, New York, NY 10010.
 - iv. \$232,500.00 in fees and \$121,746.86 in expenses, for a total of \$354,246.86, by check payable to Mandel & Mandel LLP, mailed or otherwise delivered to David S. Mandel, Esq., Mandel & Mandel LLP, 169 E. Flagler Street, Suite 1200, Miami, FL 33131.
 - v. \$675,000.00 in fees and \$163,378.14 in expenses, for a total of \$838,378.14, by check payable to Meredith, Cohen, Greenfogel & Skirnick, P.C., mailed or otherwise delivered to Robert A. Skirnick, Esq., 19 Rockwood Rd. West, Manhasset, NY 11030.
 - vi. \$4,597,854.15 in fees and \$2,636,751.59 in expenses, for a total of \$7,234,605.74, by check payable to Stamell & Schager LLP, mailed or otherwise delivered to Jared B. Stamell, Esq., Stamell & Schager LLP, One Liberty Plaza, 35th Floor, New York, NY 10006.
 - vii. \$75,000.00 in fees and \$17,844.85 in expenses, for a total of \$92,844.85, by check payable to Wolf, Haldenstein, Adler, Freeman & Herz LLP, mailed or otherwise delivered to Fred Taylor Isquith, Esq., Wolf, Haldenstein, Adler, Freeman & Herz LLP, 270 Madison Avenue, New York, NY 10016.

- viii. \$3,005,430.93 in fees and \$1,179,049.67 in expenses, for a total of \$4,184,480.60, by check payable to Lovell Stewart Halebian LLP, mailed or otherwise delivered to Christopher Lovell, Esq., Lovell Stewart Halebian LLP, 61 Broadway, Suite 501, New York, NY 10006.
- ix. \$5,219.79 in fees and no expenses, for a total of \$5,219.79, by check payable to Behrend & Ernsberger, P.C., mailed or otherwise delivered to Kenneth R. Behrend, Esq., Behrend & Ernsberger, P.C., Park Building, 12th Floor, 355 Fifth Avenue, Pittsburgh, PA 15222.
- x. \$97,502.46 in fees and \$3,751.62 in expenses, for a total of \$101,254.08, by check payable to Stull, Stull & Brody, mailed or otherwise delivered to Jules Brody, Esq., Stull, Stull & Brody, 6 E. 45th Street, Suite 500, New York, NY 10017.
- xi. \$525,810.74 in fees and \$121,120.58 in expenses, for a total of \$646,931.32, by check payable to Milberg LLP, mailed or otherwise delivered to Barry A. Weprin, Esq., Milberg LLP, One Pennsylvania Plaza, New York, NY 10119.
- xii. \$177,961.33 in fees and \$19,773.34 in expenses, for a total of \$197,734.67, by check payable to Weiss & Lurie, mailed or otherwise delivered to Joseph H. Weiss, Esq., Weiss & Lurie, 551 Fifth Avenue, New York, NY 10176.
- xiii. \$29,938.23 in fees and \$9,680.26 in expenses, for a total of \$39,618.49, by check payable to Frank H. Tomlinson, mailed or otherwise delivered to Frank H. Tomlinson, Esq., 15 North 21st Street, Suite 302, Birmingham, AL 35203.
- xiv. \$40,972.62 in fees and \$9,061.44 in expenses, for a total of \$50,034.06, by check payable to Paul S. Rothstein, mailed or otherwise delivered to Paul S. Rothstein, Esq., 626 N.E. First Street, Gainesville, FL 32601.
- xv. \$18,329.02 in fees and \$2,200.13 in expenses, for a total of \$20,529.15, by check payable to Edward W. Cochran, mailed or otherwise delivered to Edward W. Cochran, Esq., 20030 Marchmont Road, Shaker Heights, OH 44122.
- xvi. \$6,442.17 in fees and \$250.00 in expenses, for a total of \$6,692.17, by check payable to Louis F. Burke, P.C., mailed or otherwise delivered to Leslie Wybiral, Esq., Louis F. Burke, P.C., 460 Park Avenue, 21st Floor, New York, NY 10022.

4. The payments and other actions set forth in Paragraph 3 above shall be deemed to satisfy in full the judgments in both the Federal Action and the State Action, and duplicative

payments shall not be required, as the total amount to be paid in settlement of the Federal Action and the State Action is \$50,000,000.00 in the aggregate.

5. The Release set forth in Paragraph 21 of the Stipulation of Settlement (the "Release") is incorporated by reference as if fully set forth herein. The defendants in the Federal Action, the defendants in the State Action, and all other Releasees (as defined in the Stipulation of Settlement) are forever discharged from all claims and liabilities, whether known or unknown, included in the Release.

6. Effective upon the Final Settlement Date, the plaintiffs in the Federal Action, the plaintiffs in the State Action, and their respective attorneys are forever discharged from all claims and liabilities, whether known or unknown, arising out of, relating to or in connection with the institution, prosecution, assertion, settlement or resolution of this action or of the claims included in the Release.

7. All members of the Class are permanently enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating as a party or class member in, or receiving any benefits or other relief from any other lawsuit, arbitration, administrative proceeding, regulatory proceeding, or other proceeding or order, in any jurisdiction, based on or relating to any claims in this action or the facts and circumstances relating thereto, or any claims released in the Release.

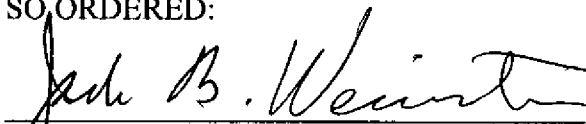
8. All persons subject to the court's jurisdiction are permanently enjoined from attempting to organize any members of the Class into a separate class for purposes of pursuing as a purported class action in any jurisdiction any lawsuit based on or relating to any claims in the action or the facts and circumstances relating thereto, or any claims released in the Release.

9. Without affecting the finality of this Judgment or the Approval Order for purposes of appeal, the court retains jurisdiction as to all matters relating to the administration, consummation, enforcement and interpretation of the Approval Order, the Stipulation of Settlement, and this Judgment, and for any other necessary purpose.

10. All plaintiffs' counsel associated with the Federal Action and the State Action have agreed on a division of fees and expenses in this case. Unless there is an objection received by this court within 10 days of this order any claim by counsel, anyone employed by counsel, or any plaintiff or other person is barred. This judgment is stayed for 10 days, or until a judgment approving the Stipulation of Settlement is entered in the State Action, whichever is later.

Dated: March 2, 2010
Brooklyn, New York

SO ORDERED:



JACK B. WEINSTEIN
Senior United States District Judge