

United States District Court, S.D. New York.  
Stella MITCHELL, Hwa-Mei C. Gee, Durpatty Persaud, and Janet Ramsey, on behalf of themselves and all others  
similarly situated, and Barbara LaChance, individually., Plaintiffs,

v.

METROPOLITAN LIFE INSURANCE COMPANY, INC., dba Metlife, Defendant.

No. 01-Civ-2112 (WHP).

April 2, 2003.

### Second Amended Class Action Complaint and Demand for Jury Trial

Individual and Representative Plaintiffs Stella Mitchell, Hwa-Mei C. Gee, Durpatty Persaud, and Janet Ramsey (hereinafter "Plaintiffs") on behalf of themselves and all others similarly situated, and Barbara LaChance individually, allege, upon personal knowledge as to themselves and upon information and belief as to other matters, as follows:

#### *PRELIMINARY STATEMENT*

1. This is a class action brought by female current and former employees within the Financial Services division of Defendant Metropolitan Life Insurance Co., Inc., d/b/a MetLife ("MetLife"). MetLife has engaged in a continuing nationwide policy, pattern or practice of gender discrimination in promotional opportunities, job assignments, compensation, and other terms, conditions and privileges of employment, in violation of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, as amended, 42 U.S.C. § 1981a ("Title VII"), the New York State Human Rights Law, New York Executive Laws §§ 290 *et seq.* ("NYSHRL"), and Title 8 of the Administrative Code of the City of New York ("Title 8").

2. MetLife is one of the largest insurance and financial services companies in the United States, selling individual insurance, annuity and investment products and group insurance and retirement and savings products and services. Individual insurance products and services are sold through the MetLife Financial Services division ("MLFS") of MetLife's Individual Business unit. MetLife derives its revenues primarily from insurance premiums and fees for insurance products. MetLife is an insurance provider to millions of households, corporations, and other institutions in the United States.

3. The employees selling MetLife insurance and financial services products are called Financial Services Representatives ("Financial Service Reps"), also known as "Account Representatives." The compensation for Financial Service Reps is based, in substantial part, on commissions made through the sale of MetLife insurance and financial products. Some Financial Service Reps also hold the title of Functional Manager, for which they receive additional compensation. MetLife presently employs over 5,500 Financial Service Reps within MLFS. They are located throughout the United States in approximately 150 business locations known as "agencies."

4. Each agency is run by a Managing Director (also known as "Branch Manager," "General Manager" "Agency Manager" or "First Line Manager"). Between the Managing Director and Financial Service Rep levels is a second-line management level position of Agency Director (also known as "Sales Manager," "Associate General Manager," "Associate Manager" or "Second Line Manager"). This position typically requires more experience and is better compensated than the Financial Service Rep position. The Managing Director of each local agency typically reports to a Regional Vice-President or a Zone Vice President. Regional Vice-Presidents report directly to one of five Zone Vice-Presidents, each of whom is responsible for a number of regions within their zone. There are five MetLife zones

in North America: Northeastern, North Atlantic, South Atlantic, Northern, and Western. The Zone Vice-Presidents report to a MetLife President, who reports to MetLife's CEO.

5. Women are under-represented in sales and sales management positions within MLFS as a result of MetLife's continuing policy and/or pattern or practice of gender-based discriminatory treatment of its female employees. This discriminatory treatment is manifested by such policies and/or patterns or practices as denying female employees desirable job assignments, promotional and career advancement support, including assignment of desirable and lucrative leads and accounts, and compensation comparable to similarly situated male employees. This illegal policy and/or pattern or practice of discrimination has been furthered by subjective decision-making by a predominately male managerial workforce and MetLife's failure to consistently monitor the actions of such male managers to ensure their compliance with fair employment laws and MetLife's own policies prohibiting gender discrimination and retaliation against those who oppose gender discrimination.

6. With respect to promotions, MetLife consistently discriminates against women in making promotions to Functional Manager, Agency Director, Managing Director, and Regional Vice-President positions. MetLife has constructed and maintains a gender-based glass ceiling by reserving for male employees the support and opportunities necessary to achieve management level positions and to advance within MLFS, failing to post promotional opportunities, and making promotion decisions through a "tap-on-the-shoulder" system that unlawfully favors men. While approximately 20% of MetLife Financial Service Reps are women, women held less than 4% of the approximately 250 MetLife Managing Director positions as of the end of 2000. Moreover, the number of female Managing Directors has decreased from approximately 7% in 1998 to 4.3% in 1999, to 3.8% in 2000. Furthermore, all MLFS managers above the agency level are men.

7. MetLife also discriminates against its female employees in compensation, working conditions, privileges, and other terms and conditions of employment. MetLife frequently pays women less than men in comparable positions. MetLife also frequently refers fewer and less desirable leads and accounts and provides less technical, financial and/or administrative support to women than it does to similarly situated men.

8. This action seeks equitable and injunctive relief, including an end to these discriminatory practices, rightful place relief for all class members, and an award of back pay and front pay; compensatory and punitive damages; and reasonable costs and attorneys' fees.

#### *JURISDICTION AND VENUE*

9. The jurisdiction of this Court is invoked by Plaintiffs pursuant to 28 U.S.C. § 1331, which confers original jurisdiction upon this Court for actions arising under the laws of the United States, and pursuant to 28 U.S.C. §§ 1343(3) and 1343(4), which confer original jurisdiction upon this Court in a civil action to recover damages or to secure equitable relief under: (i) any Act of Congress providing for the protection of civil rights; (ii) the Declaratory Judgment Statute, 28 U.S.C. § 2201; and (iii) 42 U.S.C. §§ 2000e, *et seq.*, as amended, 42 U.S.C. § 1981a. The Court's supplemental jurisdiction is invoked pursuant to 28 U.S.C. § 1367(a), which confers supplemental jurisdiction over all non-federal claims arising from a common nucleus of operative facts such that they form part of the same case or controversy under Article III of the United States Constitution.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), inasmuch as MetLife has offices, conducts business and can be found in the Southern District of New York, and much of the causes of action arose, and many of the acts and omissions complained of occurred, within the Southern District of New York.

## *PARTIES*

### *Plaintiffs*

11. Plaintiff and Class Representative Stella Mitchell (“Mitchell”) is a resident of Springfield Gardens, New York. She has been employed by MetLife since July 1987 in the positions of Financial Service Rep, Associate General Manager (also known as Sales Manager) and Managing Director. Despite her outstanding qualifications and demonstrated managerial abilities, Mitchell has been denied job assignments, promotions, compensation, and professional support offered to similarly situated men. Mitchell filed a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) on September 15, 2000, an amended charge alleging discrimination and retaliation on October 25, 2000, and a second supplemental affidavit on December 7, 2000. Mitchell received a Notice of Right to Sue from the EEOC on May 10, 2001.

12. Plaintiff and Class Representative Hwa-Mei C. Gee (“Gee”) is a resident of Great Neck, New York. She has been employed by MetLife since May 1986, in the positions of Financial Service Rep, Associate General Manager, Market Development Manager, and Managing Director. Despite her outstanding qualifications and demonstrated managerial skills, Gee has been denied job assignments, promotions, compensation, and professional support offered to similarly situated men. Gee filed a charge of discrimination with the EEOC on January 17, 2001. Gee received a Notice of Right to Sue from the EEOC on or about May 7, 2001.

13. Plaintiff and Class Representative Durpatty Persaud (“Persaud”) is a resident of Mount Vernon, New York. She was employed by MetLife from April 1993 until February 6, 2001, as a Financial Service Rep. Despite her outstanding qualifications and recognized achievement, Persaud was denied job assignments, promotions, compensation, and professional support offered to similarly situated men. Persaud filed a charge of discrimination, charging discrimination and retaliation, with the EEOC on January 8, 2001, and updated such charge on or around March 9, 2001. Persaud received a Notice of Right to Sue from the EEOC on or about September 5, 2001.

14. Plaintiff and Class Representative Janet Ramsey (“Ramsey”) is a resident of Durham, North Carolina. She was employed by MetLife from June 1983 until April 6, 2001, in the positions of Financial Service Rep, Branch Manager (also known as Sales Manager), and Managing Director. Despite her outstanding qualifications and demonstrated managerial abilities, Ramsey has been denied job assignments, promotions, compensation, and professional support offered to similarly situated men. Ramsey filed a charge of discrimination with the EEOC on June 20, 2000. She filed a charge of retaliation on or about March 13, 2001. The EEOC issued Ramsey a Notice of Right to Sue on her charge of discrimination on February 26, 2001, which Ramsey received on February 27, 2001. This action was filed within ninety days from Ramsey's receipt of such Notice. Ramsey received a Notice of Right to Sue from the EEOC on her charge of retaliation on or about October 29, 2001.

15. Individual Plaintiff Barbara LaChance (“LaChance”) is a resident of Seminole, Florida. LaChance has been deterred from employment as a Financial Service Rep and has been denied promotional opportunities in MetLife's MLFS, while such promotions are routinely offered to men with no greater, or fewer, qualifications. LaChance filed a charge of discrimination with the EEOC on or about October 19, 2000. LaChance amended her charge on or about March 2, 2001. LaChance received a Notice of Right to Sue from the EEOC on or about May 10, 2001.

### *Defendant*

16. Defendant Metropolitan Life Insurance Company, Inc., is incorporated under the laws of the State of New York. Its principal place of business is at One Madison Avenue, New York, New York. MetLife has multiple agency and office

locations throughout the United States, including in this District.

17. Defendant Met Life has actively engaged in unlawful gender discrimination and knowingly encouraged and tolerated such discrimination by its officials, and failed to make a good-faith attempt to comply with applicable laws with respect to the practices alleged herein.

#### *CLASS ALLEGATIONS*

18. Plaintiffs Mitchell, Gee, Persaud and Ramsey (“Representative Plaintiffs”) bring this class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) on behalf of a Class of all female past, present, and future employees who have been employed within MLFS or its successor group, if any, since August 27, 1999, or who will be so employed between the date of the filing of the Original Complaint and the date of judgment in this action (the “Class”).

19. Plaintiffs Mitchell, Gee, and Persaud bring this class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) on behalf of a Subclass of all female past, present, and future employees who have been employed within MLFS or its successor group, if any, in New York State since March 13, 1998, or who will be so employed between the date of the filing of the Original Complaint and the date of judgment in this action (the “New York State Subclass”).

20. Plaintiffs Mitchell, Gee, and Persaud also bring this class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) on behalf of a Subclass of all female past, present, and future employees who have been employed within the MLFS or its successor group, if any, in New York City since March 13, 1998, or who will be so employed between the date of the filing of the Original Complaint and the date of judgment in this action (the “New York City Subclass”).

21. Representative Plaintiffs are members of the Class and Subclasses they seek to represent.

22. The members of the Class and Subclasses are so numerous that joinder of all members is impracticable. The number of Class and Subclass members is indeterminate at the present time but is larger than can be addressed practicably by joinder.

23. The claims of the Representative Plaintiffs are typical of the claims of the Class and Subclasses they represent.

24. The Representative Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class and Subclasses they represent. Plaintiffs have retained counsel competent and experienced in complex class actions and employment discrimination litigation.

25. Class certification is appropriate pursuant to Fed. R. Civ. P. 23(b)(2) because MetLife has acted and/or refused to act on grounds generally applicable to the Class and Subclasses, making appropriate declaratory and injunctive relief with respect to Representative Plaintiffs and the Class and Subclasses as a whole.

26. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Class and Subclasses predominate over any questions affecting only individual members, including:

a. whether MetLife violated the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, as amended, 42 U.S.C. § 1981a

("Title VII"), the New York State Human Rights Law, New York Executive Laws §§ 290, *et seq.* ("NYSHRL"), and Title 8 of the Administrative Code of the City of New York ("Title 8") by its acts and omissions as alleged herein, including:

(1) maintaining a "glass ceiling" by denying promotional opportunities to female sales and sales management employees within MLFS in favor of less or equally qualified men;

(2) paying female sales and sales management employees within MLFS less compensation than similarly situated men; and

(3) denying female sales and sales management employees within MLFS job opportunities, leads and accounts, professional support and other terms, conditions and privileges of employment based on their gender.

b. whether MetLife engages in a policy and/or pattern or practice of genderbased discrimination against its female sales and sales management employees within MLFS;

c. whether MetLife engages in acts that constitute systemic disparate treatment with respect to the named Plaintiffs and the members of the Class and Subclasses as alleged herein;

d. whether MetLife's employment policies and practices have a disparate impact upon MLFS female sales and sales management employees;

e. whether MetLife's personnel policies and practices are unlawfully discriminatory and should be reformed or eliminated, and, if so, the proper way to accomplish that goal;

f. whether the members of the Class and Subclasses are entitled to further affirmative relief;

g. whether the members of the Class and Subclasses are entitled to back pay and benefits and, if so, a determination of the proper measure of the relief;

h. whether the members of the Class and Subclasses are entitled to front pay and benefits until such time as they can be placed in the same position they would now have occupied if there had never been any gender discrimination against them, and, if so, a determination of the proper measure of the relief;

i. whether the members of the Class and Subclasses are entitled to compensatory damages and, if so, a determination of the proper measure of the relief;

j. whether the members of the Class and Subclasses are entitled to punitive damages and, if so, a determination of the proper measure of the relief;

k. whether the violations of law against the Class and Subclasses were continuing or serial violations;

I. whether the members of the Class and Subclasses are entitled to prejudgment interest on their relief.

*CLAIMS OF NAMED AND REPRESENTATIVE PLAINTIFFS*

*Stella Mitchell*

27. Representative Plaintiff Stella Mitchell, a female, is currently employed by MetLife as a Financial Service Rep at the MetLife Garden City Financial Group Agency in Garden City, New York.

28. MetLife first hired Mitchell in 1987 as a Financial Service Rep in the Broadway Agency, located in New York, New York. In 1994, she became Managing Director of the Regency Agency, located in New York, New York. In 1996, she was demoted to Associate General Manager of the Riverside Agency, in New York, New York. In 1998, Mitchell once again assumed the position of Managing Director at the Madison Square Agency, in New York, New York. In October 2000, Mitchell was demoted to Financial Service Rep, the position she currently holds.

29. MetLife has continually denied Mitchell job assignments offered to similarly situated male employees. Despite her outstanding qualifications and demonstrated managerial abilities, Mitchell was demoted from her position as Managing Director each time her agency was merged with another agency, while male Managing Directors with no greater qualifications were allowed to retain their positions.

30. Between 1994 and 1996, Mitchell served as Managing Director of MetLife's Regency Agency. As Managing Director of this new agency, Mitchell successfully built up a staff and eventually supervised and managed nine Financial Service Reps and two support staff. MetLife failed to provide Mitchell with the financial support normally given to Managing Directors of new agencies, such as agency development funds, books of business, transferred Financial Service Reps, and clerical staff. Despite this lack of support, two Financial Service Reps working under Mitchell qualified for the Leaders Conference Qualifications (awarded to the top ten percent of all national producers), and Mitchell received the Regional Leader of Exceptional Achievement, Mid-eastern Territory, Superbowl Recruiting Campaign in January 1995, for outstanding recruiting efforts.

31. In early 1996, MetLife merged the Regency Agency with another of its agencies, known as the Riverside Agency. Although these two agencies were equal in size, Mitchell was stripped of her Managing Director position. Instead, the Manager Director position was given to a man with much less experience as a Managing Director, and Mitchell was demoted to Associate General Manager of the newly-merged agency.

32. In approximately May 1998, Mitchell was transferred to another agency within MetLife, the Madison Square Agency, where she held the position of Managing Director. Mitchell was again successful in this position, including recruiting five new Financial Service Reps and receiving an award for Outstanding Recruiting (the Behemoth Award for the National Monster Recruiting Campaign). During her tenure as Managing Director of the Madison Square Agency, Mitchell became increasingly aware of MetLife's lack of support for female managers. While male managers received large compensation packages, books of business, and Financial Service Reps to staff their agencies, female managers were routinely demoted and denied opportunities to continue building successful agencies.

33. On February 2, 2000, the Zone Vice-President, a man, informed Mitchell that MetLife was abolishing the Madison Square Agency and that she would again be demoted. By September, 2000, Mitchell had been stripped of her staff and Financial Service Reps. On approximately October 13, 2000, MetLife formally abolished the Madison Square Agency and demoted Mitchell to the position of Financial Service Rep, her original position at MetLife when she began in 1987.

Simultaneous with the decision to terminate her position as Managing Director, and despite her request for reinstatement to a comparable management position, MetLife hired two men to start a new agency in the same office space from which Mitchell's agency was abolished. MetLife hired both men for Managing Director positions although neither of them had any experience in the position at MetLife. Accordingly, Mitchell has been denied job assignments and promotional opportunities afforded similarly situated men.

34. Mitchell filed an EEOC charge of discrimination on or about September 15, 2000, and informed MetLife of the filing on or about September 18, 2000. On the same day that Mitchell imparted this information, MetLife discharged her staff, sent her Financial Service Reps to another agency, and otherwise took retaliatory steps that day and shortly after that left her without the technical or personnel means to do her work. Mitchell had no means to do her work between this time and October 13, 2000, the date of the formal abolition of her agency.

35. Defendant MetLife has discriminated against Mitchell on account of her gender as follows:

a. By continually denying her job assignments offered to similarly situated men, including denying her comparable Managing Director positions and demoting her from Managing Director to the less senior positions of Associate General Manager and Financial Service Rep when her agency was merged with another;

b. By failing and refusing to provide her with promotional opportunities on the same basis as men;

c. By relying on discriminatory selection criteria and subjective decision making by a nearly all-male managerial force to deny her promotional opportunities;

d. By failing to provide her with the benefits and professional support to qualify her for increased wages and compensation on the same basis as such benefits are provided to men;

e. By retaliating against her in response to her complaints of gender inequities; and

f. By promoting similarly situated men more rapidly than her.

36. On or about September 15, 2000, Mitchell filed a charge of discrimination with the EEOC, and, on or about October 25, 2000, she filed an EEOC charge of retaliation. Mitchell filed a Second Supplemental Affidavit in support of her EEOC charges on or about December 7, 2000. Attached to this First Amended Complaint as Exhibit 1, and incorporated by reference, is a copy of the Right to Sue Notice the EEOC issued to Mitchell on May 10, 2001.

*Hwa-Mei C. Gee*

37. Representative Plaintiff Hwa-Mei C. Gee, a female, is currently employed by MetLife in the position of Financial Service Rep and "Advance Market Manager," or "Functional Manager," at the MetLife Garden City Financial Group in Garden City, New York.

38. MetLife hired Gee in May 1986, to work as a Financial Service Rep in its Mitchell Garden Office in Lake Success, New York. In 1995, she was promoted to the position of Sales Manager. In 1998, she began working as the

Market/Development Manager at MetLife's Hudson Agency Group in Brooklyn, New York. (A position that, upon information and belief, was roughly comparable to that of Agency Director in status and compensation.) In June 1999, she became the Managing Director at the Flushing Financial Center Agency in Flushing, New York. In December 2000, she was demoted to Financial Service Rep, the position she held when she began with the company fifteen years earlier.

39. Gee has been denied professional and financial support MetLife has extended to similarly situated men. For example, in June 1999, Gee was recruited to become Managing Director of the Flushing Financial Center Agency, a new storefront agency. The Zone Manager, a male, promised that she would be financially supported in her business plan and compensated for two years. Although she was initially offered financial support to open the agency, this support was withdrawn without explanation approximately six months later, in early 2000. Her clerical support and technical capacity were also cut. In addition, Gee was never compensated for the recruits she hired. By contrast, male Managing Directors received compensation for growing their agencies (as much as \$7,000 per new recruit), and received continued financial support.

40. On approximately December 29, 2000, MetLife closed Gee's agency and demoted her to Financial Service Rep and Functional Manager. Although MetLife failed to provide her with the same or a comparable position at another agency, the company did so for similarly situated men.

41. Gee has also been denied promotional opportunities afforded similarly situated men. For example, in 1991, although Gee was the only "manager-in-training" in her office, a younger, less-experienced man was hired for the position of Sales Manager over her.

42. In January 2002, Gee's Managing Director, a male, hired a less-qualified and less-experienced man, for the position of Assistant Manager, even though Gee had several financial planning designations that the newly-hired Assistant Manager did not. Moreover, Gee had fifteen years experience with MetLife (including over five years within MetLife management).

43. Gee has also been retaliated against because of her complaints of gender discrimination and her filing of this lawsuit. In or about December 2001, a female member of the Asian Marketing Group in MetLife's home office recommended Gee for the position of Advisory Committee Member of the Chinese Market. Upon information and belief, a male Assistant Vice President refused to let Gee be nominated, stating to this female marketing group member that "Gee is suing the company."

44. Defendant MetLife has discriminated against Gee on account of her gender and retaliated against her as follows:

a. By continually denying her job assignments offered similarly situated men, including denying her comparable Managing Director positions and demoting her from Managing Director to the lower positions of Financial Service Rep and Functional Manager during agency closures or mergers;

b. By failing and refusing to provide her with promotional opportunities on the same basis as males;

c. By relying on discriminatory selection criteria and subjective decision making by a nearly all-male managerial force to deny her promotional opportunities;

d. By failing to provide her with the benefits and professional support to qualify her for increased wages and



compensation on the same basis as such benefits are provided to men;

e. By promoting similarly situated men more rapidly than her; and

f. By retaliating against her for her complaints of gender discrimination and the filing of this lawsuit.

45. Gee filed a charge of discrimination with the EEOC on or about January 17, 2000. Attached to the Original Complaint as Exhibit B and incorporated by reference, is a copy of that charge. Attached to this First Amended Complaint as Exhibit 2, and incorporated by reference, is a copy of the Notice of Right to Sue the EEOC issued to Gee on May 7, 2001.

*Durpatty Persaud*

46. Representative Plaintiff Durpatty Persaud, a female, was employed by MetLife as a Financial Service Rep since she began her employment with MetLife in the United Agency, in Queens, New York, in April 1993 until February 8, 2001.

47. In late 1995, Persaud was transferred to MetLife's Long Island Agency, in Lake Success, New York. In April of 2000, Persaud requested a transfer to MetLife's Lake Success Agency, also in Lake Success, New York, because of the gender discrimination she was experiencing, as described herein. In response to her complaints, MetLife retaliated against her by terminating her employment, effective on or about February 8, 2001.

48. During the time she worked at MetLife, Persaud was denied promotional opportunities offered to similarly situated men. In 1999, Persaud acquired the designation of Certified Financial Planner, a distinguished qualification that no one else in the Long Island Agency held. Persaud was a top producer in her agency, earning a spot at the Leader's Conference and the Million Dollar Round Table, for outstanding sales production. Yet, in approximately 1999, MetLife promoted four males to Functional Manager positions in the Long Island Agency, where Persaud worked. All four of these men had lower sales production and substantially less experience than Persaud. Two of the men were promoted after being with MetLife for less than one year, and the other two had been with the Company for only three to five years. In contrast to Persaud, none of these men had achieved the Leader's Conference or the Million Dollar Round Table production levels in 1999. Although Persaud was asked to perform the duties of a Functional Manager-level employee, she was never given the title despite requesting it. Persaud protested to her supervisor, a man, who ignored her complaints.

49. Persaud was also denied business support that was provided to male Financial Service Reps. For example, although male Financial Service Reps who earned production awards, such as the Leader's Conference and Million Dollar Round Table, were given private offices, Persaud was denied an office, which impeded her ability to service clients effectively.

50. Because of these discriminatory actions, Persaud requested a transfer and was transferred to the Lake Success Agency in Lake Success, New York on or around May 1, 2000, where she remained an Account Rep until leaving the Company. On May 12, 2000, Persaud met with the Zone Vice-President, a man, regarding the discriminatory actions that were taken against her. Persaud stated at this meeting that she had transferred because she was being discriminated against because of her gender. However, MetLife did not respond to her complaints. Instead, MetLife retaliated against her by denying her access to her client information, thereby impeding her ability to service her clients and to earn compensation.

51. MetLife then retaliated against Persaud a second time by terminating her employment. On October 10, 2000, Persaud went on disability leave for a degenerative disc condition in her back. On January 4, 2001, when she called in for her

mail, Persaud was told that she was being terminated and that such termination would be effective the day she returned from disability leave. Persaud became eligible to work on February 6, 2001, the last date for which she was paid. Persaud's effective date of termination was on or about February 8, 2001.

52. Defendant MetLife has discriminated against Persaud on account of her gender as follows:

- a. By failing and refusing to provide her with promotional opportunities on the same basis as men;
- b. By failing to provide her with the benefits and professional support necessary to qualify her for increased wages and compensation on the same basis as such benefits are provided to men;
- c. By relying on discriminatory selection criteria and subjective decision making by a nearly all-male managerial force to deny her promotional opportunities;
- d. By promoting similarly situated men more rapidly than her;
- e. By discouraging her from pursuing promotional opportunities; and
- f. By terminating her employment in retaliation for her complaints of gender inequities.

53. On or about January 8, 2001, Persaud filed a charge of discrimination with the EEOC. Persaud amended her charge on or about March 9, 2001. Persaud's amended charge is attached to the Original Complaint as Exhibit D, and is incorporated by reference. Persaud received a Notice of Right to Sue from EEOC on September 5, 2001.

*Janet Ramsey*

54. Representative Plaintiff Janet Ramsey, a female, was employed by MetLife for more nearly eighteen years.

55. Ramsey began her employment with MetLife in 1983, as a Financial Service Rep at the Durham Agency in Durham, North Carolina. In 1986, Ramsey was promoted to Branch Manager, and in 1995, she was made Managing Director of the Triangle Agency, which serviced the Northeast Region of North Carolina. Ramsey was demoted to Agency Director in January 2000. After complaining about discriminatory conduct and making numerous requests for reinstatement to a Managing Director position, she was demoted again in January, 2001, to Financial Planner, a position comparable to a Financial Service Rep in compensation and status, and constructively discharged effective April 6, 2001.

56. Ramsey has been denied promotional opportunities offered to similarly situated men. In 1996, Ramsey sought the position of Regional Manager, a position which was open in Pennsylvania. However, she did not receive the job because, according to her Regional Manager, a male, the open region was a "rough position" and MetLife management did not think she could handle it "as a woman." The position ultimately went to a man who had not achieved the same level of success within the company as Ramsey. As both a Financial Service Rep and Managing Director, Ramsey achieved many production awards, including Leader's Conference and Management Leader's Conference for outstanding sales and sales management. Ramsey has excelled at MetLife and never received any negative performance reviews.

57. Despite Ramsey's achievements, on January 10, 2000, after 14 years as Managing Director or Branch Manager of her agency, she was demoted to Agency Director, a second-level management position, when her agency was merged with another. By contrast, the man who was hired as Managing Director of this new agency, effectively replacing Ramsey, had no experience with, and had not achieved any recognition at, MetLife. In addition, men with either comparable or inferior qualifications and less seniority than Ramsey retained their Managing Director positions.

58. In January 2001, Ramsey was demoted again, to Financial Planner, in retaliation for her complaints regarding gender inequity and discrimination. Based on the foregoing, Ramsey was constructively discharged from her employment with MetLife effective on April 6, 2001.

59. Defendant MetLife has discriminated against Ramsey on account of her gender as follows:

a. By continually denying her job assignments offered to similarly situated men, including denying her comparable Managing Director positions and demoting her from Managing Director when her agency was merged with another;

b. By failing and refusing to provide her with promotional opportunities on the same basis as men;

c. By failing to provide her with the benefits and professional support to qualify her for increased wages and compensation on the same basis as such benefits are provided to men;

d. By relying on discriminatory selection criteria and subjective decision making by a nearly all-male managerial force to deny her promotional opportunities; and

e. By promoting similarly situated men more rapidly than her; and

f. By retaliating against and constructively discharging her for her complaints regarding gender discrimination.

60. On or about June 20, 2000, Ramsey filed a charge of discrimination with the EEOC. Ramsey amended that charge on January 24, 2001. Ramsey subsequently filed a charge of retaliation on or about March 13, 2001. Attached to the Original Complaint as Exhibit E, and incorporated by reference, are copies of those charges. Ramsey received a Notice of Right to Sue from the EEOC on or about February 27, 2001. The Original Complaint was filed within 90 days of February 27, 2001. Ramsey received a Notice of Right to Sue from the EEOC for her charge of retaliation on or about October 29, 2001. Attached to this First Amended Complaint as Exhibit 4, and incorporated by reference, are copies of Notices of Right to Sue the EEOC issued to Ramsey on February 26, 2001 and October 26, 2001.

*Barbara LaChance*

61. Individual Plaintiff Barbara LaChance, a female, has been employed by MetLife for more than thirty years. She currently holds the position of Senior Compensation Associate in the MetLife Administrative Office in Tampa, Florida.

62. LaChance began her employment with MetLife in or about 1969, as a support staff clerk within the MLFS. In or about late 1975, she became a Financial Service Rep; however, in early 1977, she was steered back into the less prestigious, administrative position of senior clerk. In 1979, she was promoted to Regional Analyst and in 1981, to

Territorial Senior Staff Analyst. In 1994, she sought the position of Territorial Administrator with the Southern Territorial Office in Tampa, Florida, but was instead offered the less senior position of Regional Administrator.

63. LaChance held the position of Regional Administrator until she was terminated in May of 1999. At that time, LaChance went on disability leave as a direct result of the anxiety she experienced from the termination. Despite her supervisor's assurances that she was being terminated due to "downsizing," in October of 1999, LaChance's position was resurrected and filled by a younger, less-qualified man. LaChance returned to MetLife in September of 1999, in a lesser capacity, as a Senior Compensation Associate, which is her current position.

64. LaChance has been, and continues to be, deterred from advancing to higher status and better compensated positions as compared to similarly situated men. In or about 1976, LaChance worked as a Financial Service Rep. However, after eighteen months as a Financial Service Rep, LaChance was steered into the position of senior clerk by her supervisor, a man, in order to service a new Financial Service Rep, also a man.

65. On or about February 4, 1994, LaChance sought the position of Territorial Administrator in her Southern Territorial Office in Tampa, Florida. LaChance was qualified for and already performing duties required of the Territorial Administrator. Despite her capacity to do the job, MetLife told her "she wasn't the man for the job", and transferred a man with less relevant experience from another, regional office to fill the post. MetLife then offered her the less senior and less compensated position of Regional Administrator in the Regional Office in Charlotte, North Carolina.

66. Throughout 2000, LaChance had approximately 15 conversations with an employee in MetLife management who told her that MetLife fails to hire women as Financial Service Reps at the same rate as similarly situated men; has a practice of not promoting women to management positions; and has committed other gender-based acts of discrimination. LaChance spoke in particular to the National Director of Women's Recruiting, a new position that was eliminated in 2000. The National Director of Women's Recruiting, a woman, informed LaChance that she had discovered that MetLife hires one out of every thirteen male applicants who pass the basic aptitude test to become Financial Service Reps, but only one out of every twenty-three females who pass this test. Being aware of MetLife's systematic failure to hire qualified women for Financial Service Rep positions, LaChance was deterred from applying for a Financial Service Rep position, despite her interest in and qualifications for such a position.

67. Defendant MetLife has discriminated against LaChance on account of her gender as follows:

a. By steering her into administrative rather than sales positions because of her gender;

b. By deterring her from applying for or taking a sales position because of her gender; and

c. By relying on discriminatory selection criteria and subjective decision making by a nearly all-male managerial force to deny her promotions to more highly compensated positions for which she was qualified.

68. On or about October 19, 2000, LaChance filed a charge of discrimination with the EEOC. LaChance amended her charge on or about March 5, 2001. That charge is attached to the Original Complaint as Exhibit C, and incorporated by reference. Attached to this First Amended Complaint as Exhibit 3, and incorporated by reference, is a copy of the Notice of Right to Sue the EEOC issued to LaChance on May 10, 2001.

*GENERAL PATTERNS OF DISCRIMINATION*

69. The denials and abridgments of employment opportunities suffered by Representative Plaintiffs are not isolated examples of MetLife's discriminatory employment practices. Rather, they are illustrative of the pervasive pattern or practice of gender discrimination in the terms and conditions of employment that has continually existed at MetLife.

70. The under-representation of women in MLFS sales and sales management positions is not random or coincidental, but results from a policy and/or pattern or practice of discrimination in promotional and career advancement opportunities, job and work assignments, job assistance and support, assignment of leads and accounts, compensation, and other terms, conditions and privileges of employment. MetLife has engaged in a serious policy and/or pattern or practice of under-utilizing women in entry-level positions. In fact, MetLife's own internal study, conducted in 2000, found that the company hired one out of every thirteen qualified men, but only one out of every twenty-three qualified women. After disproportionately excluding qualified women from entry-level positions, the company has then failed to promote women to managerial positions. Moreover, the few women who do receive management positions are held to different standards than men, are denied the same level of support from management to succeed in their positions as men, and are disproportionately demoted without cause when the company closes or merges their agencies. In addition, when women bring their concerns about gender discrimination and inequities to the company's attention, they are subject to retaliation.

71. MetLife has pursued discriminatory policies and practices on a continuing basis that have had the effect of denying equal job opportunities to qualified women. Such discriminatory policies and practices include, without limitation:

- a. Relying upon subjective, discriminatory criteria utilized by a nearly allmale managerial workforce in making job selections and promotional decisions;
- b. Using of pretextual and shifting "qualifications" and requirements for job selections and opportunities which are different for males than for females, and which favor males over females;
- c. Maintaining sex-segregation in administrative, sales and management positions;
- d. Failing and refusing to consider females for desirable job assignments or promotions on the same basis as males are considered;
- e. Failing and refusing to provide females the necessary work support and assistance, including but not limited to assignment of leads and accounts, to enable them to succeed on the same basis as males are provided them;
- f. Failing and refusing to promote females on the same basis as males are promoted;
- g. Establishing and maintaining discriminatory and subjective requirements for job and work assignments, and promotion and career advancement opportunities which have the effect of excluding qualified women and which have not been shown to have any significant relationship to job performance or to be necessary to the proper and efficient conduct of MetLife's business;
- h. Compensating women less than similarly situated males; and

i. Failing and refusing to take reasonable and adequate steps to eliminate the effects of MetLife's past discriminatory practices.

72. As a result of MetLife's continued policies and/or pattern or practice of intentional discrimination and pursuit of policies and practices that have an adverse impact upon women, women are hired in disproportionately-lower numbers at MetLife, and of those who are hired, only a small fraction have been allowed to advance to higher positions, usually for only a temporary period.

#### *FIRST CLAIM FOR RELIEF*

(Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(e), *et seq.*, as amended, 42 U.S.C. § 1981a) (Brought on behalf of all Representative Plaintiffs and the Class and Plaintiff Barbara LaChance Individually)

73. Representative Plaintiffs incorporate the foregoing paragraphs.

74. This claim is brought on behalf of all Representative Plaintiffs and the Class they represent and Plaintiff Barbara LaChance, individually.

75. The foregoing conduct violates Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, as amended, 42 U.S.C. § 1981a.

76. Plaintiffs have received Notices of Right to Sue from the EEOC. Plaintiffs, on behalf of themselves and all others similarly situated, have therefore exhausted their administrative remedies and fulfilled all conditions precedent to suit.

77. Plaintiffs request relief as set forth hereinafter.

#### *SECOND CLAIM FOR RELIEF*

(New York Executive Law § 296) (Brought on behalf of Plaintiffs Stella Mitchell, Hwa-Mei Gee, and Durpatty Persaud, and all past, present and future female employees who have worked or will work at MetLife facilities in New York state only)

78. Plaintiffs incorporate the foregoing paragraphs.

79. This claim is brought on behalf of Plaintiffs Mitchell, Gee, and Persaud and the New York State Subclass they represent.

80. The foregoing conduct violates the New York Executive Law § 296.

81. Plaintiffs have not filed a complaint with the State Division on Human Rights and elect to pursue their right to sue in court.

82. Plaintiffs request relief as set forth hereinafter.

*THIRD CLAIM FOR RELIEF*

(Title 8 of the Administrative Code of the City of New York) (Brought on behalf of Plaintiffs Stella Mitchell, Hwa-Mei Gee, and Durpatty Persaud and all past, present and future female employees who have worked or will work at MetLife facilities in the City of New York only)

83. Plaintiffs incorporate the foregoing paragraphs.

84. This claim is brought on behalf of Plaintiffs Mitchell, Gee and Persaud, and the New York City Subclass they represent.

85. The foregoing conduct violates Title 8 of the Administrative Code of the City of New York.

86. Plaintiffs will satisfy notice requirements by serving this First Amended Complaint on the Corporation Counsel of the City of New York and the New York City Commission on Human Rights.

87. Plaintiffs request relief as set forth hereinafter.

*RELIEF ALLEGATIONS*

88. Representative Plaintiffs and the Class and Subclasses they represent and Individual Plaintiff La Chance have no plain, adequate, or complete remedy at law to redress the wrongs alleged herein, and the injunctive relief sought in this action is the only means of securing complete and adequate relief. Representative Plaintiffs and the Class and Subclasses they represent and Individual Plaintiff, are now suffering and will continue to suffer irreparable injury from MetLife's discriminatory acts and omissions.

89. The actions on the part of MetLife have caused and continue to cause Representative Plaintiffs and all Class and Subclass members and Individual Plaintiff substantial losses in earnings, promotional opportunities, and other employment benefits, and have caused Representative Plaintiffs and all Class and Subclass members, and Individual Plaintiff to suffer and continue to suffer humiliation, embarrassment, and anguish, all to their damage in an amount to be established according to proof.

90. MetLife committed the acts herein alleged with malice and reckless indifference and disregard to the Plaintiffs' and Class and Subclass members' and Individual Plaintiff's federal, state and municipal rights. Representative Plaintiffs and Class and Subclass members and Individual Plaintiff are thus entitled to recover punitive damages in an amount to be determined according to proof.

*PRAYER FOR RELIEF*

WHEREFORE, Representative and Individual Plaintiffs and the Class and Subclasses pray for relief as follows:

1. Certification of the case as a class action on behalf of the proposed Class and Subclasses and designation of Representative Plaintiffs as representatives of the Class and appropriate Subclasses, and their counsel of record as Class Counsel;
2. Preliminary and permanent injunctions against MetLife and its partners, officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;
3. A judgment declaring that the practices complained of herein are unlawful and violative of 42 U.S.C. §§ 2000e, *et seq.*, Title VII of the Civil Rights Act of 1964; New York Executive Law § 296; and Title 8 of the Administrative Code of the City of New York;
4. An order assigning or restoring Class and Subclass members to those jobs they would now be occupying but for MetLife's discriminatory practices, or in lieu of reinstatement or in the event that Class and Subclass members cannot immediately be placed in their rightful positions, an order for front pay and benefits;
5. An adjustment of the wage rates, benefits, and seniority rights for Representative and Individual Plaintiffs and the Class and Subclasses to that level which Plaintiffs and the Class and Subclasses would be enjoying but for MetLife's discriminatory practices;
6. All damages which individual Representative and Individual Plaintiffs and the Class and Subclasses have sustained as a result of MetLife's conduct, including back pay, front pay, general and special damages for lost compensation and job benefits they would have received but for the discriminatory practices of MetLife, and for emotional distress, humiliation, embarrassment, and anguish, in an amount to be determined according to proof;
7. Exemplary and punitive damages in an amount commensurate with MetLife's ability to pay and sufficient to deter future conduct;
8. Costs incurred herein, including reasonable attorneys' fees to the extent allowable by law; and
9. Pre-judgment and post-judgment interest, as provided by law.

*DEMAND FOR JURY TRIAL*

Plaintiffs hereby demand a jury trial for all individual, Class and Subclass claims so triable.

Stella MITCHELL, Hwa-Mei C. Gee, Durpatty Persaud, and Janet Ramsey, on behalf of themselves and all others similarly situated, and Barbara LaChance, individually., Plaintiffs, v. METROPOLITAN LIFE INSURANCE COMPANY, INC., dba Metlife, Defendant.