

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LAWRENCE E. MARTIN, on behalf of
himself and all others similarly situated,

Plaintiff,

VS.

BRIGHOUSE LIFE INSURANCE
COMPANY,

Defendant.

Case No. 1:21-cv-02923-MMG

Hon. Margaret M. Garnett

**~~[PROPOSED]~~ ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

WHEREAS, Class Counsel has applied for an order preliminarily approving the terms and conditions of the Settlement with Defendant Brighthouse Life Insurance Company (“Brighthouse” or “Defendant”), as set forth in the Settlement Agreement together with the Exhibits annexed thereto;

WHEREAS, the Settlement requires, among other things, that all Released Claims against the Releasees be settled and compromised;

WHEREAS, this application is uncontested by Defendant; and

WHEREAS, this Court having considered the Settlement Agreement and Exhibits annexed thereto, Plaintiff's Motion for Preliminary Approval of the Settlement and all papers filed in support of such motion.

NOW, THEREFORE, pursuant to Federal Rule of Civil Procedure 23, it is hereby ORDERED that:

1. The capitalized terms used herein shall have the meanings set forth in the Settlement Agreement.

2. Pursuant to Rule 23(e)(1)(B), the Court finds that it will likely be able to approve the Settlement under Rule 23(e)(2), and therefore preliminarily approves the Settlement as set forth in the Settlement Agreement, including the releases contained therein, as being fair, reasonable and adequate to the Settlement Class based on the relevant factors under Rule 23(e)(2) subject to the right of any Settlement Class Member to challenge the fairness, reasonableness or adequacy of the Settlement Agreement and to show cause, if any exists, why a final judgment dismissing the Action against Defendant, and ordering the release of the Released Claims against the Releasees, should not be entered after due and adequate notice to the Settlement Class as set forth in the Settlement Agreement and after a hearing on final approval.

3. The Court finds that the Settlement Agreement was entered into at arm's length by highly experienced counsel following extensive litigation, including class certification proceedings, and multiple mediation sessions conducted with the assistance of an experienced JAMS mediator, Marc E. Isserles, and is sufficiently within the range of reasonableness that notice of the Settlement Agreement should be given as provided in the Settlement Agreement.

4. The Court finds that the proposed plan of allocation, which distributes the Net Settlement Fund directly to Settlement Class Members on a pro rata basis in proportion to each Class Member's calculated damages as determined in accordance with the methodology set forth in the expert report of Terry M. Long, FSA, MAAA, without the need for the submission of claim forms and with no reversion of any funds to Brighthouse, is sufficiently fair and reasonable that notice of the distribution plan should be given as provided in the Class Notice.

5. The Court finds that it will likely be able to certify the Settlement Class defined below under Rule 23(b)(3) for purposes of the Settlement, and therefore conditionally and

preliminarily certifies the following Settlement Class for purposes of the Settlement as to Defendant, subject to further consideration at the Final Fairness Hearing:

All persons who own or owned a UL insurance policy in any of the fifty (50) states, Puerto Rico, or any United States territory issued and/or administered by Brighthouse that contains the language “We will base these [cost of insurance] rates only on our future outlook for mortality and expenses” and that was in force as determined by the applicable statute of limitations at the date the Complaint was filed (April 6, 2021), including but not limited to the twenty-two (22) policy forms identified in the putative class, excluding the Excluded Policies.

The Class Policies are identified in Exhibit A to the Settlement Agreement.

6. Excluded from the Settlement Class are:
 - a. all Owners of Class Policies who submit a timely and valid Opt-Out Request;
 - b. the Honorable Margaret M. Garnett, United States District Court Judge for the Southern District of New York (or other Circuit, District, or Magistrate Judge presiding over the Action) and court personnel employed in Judge Garnett’s (or such other judge’s) chambers or courtroom;
 - c. Brighthouse and its affiliates, parents, subsidiaries, successors, predecessors, and any entity in which Brighthouse has a controlling interest;
 - d. any officer or director of Brighthouse Life Insurance Company identified in the most recent Form 10-K Annual Report filed with the United States Securities and Exchange Commission; and
 - e. the legal representatives, successors, or assigns of any of the foregoing individuals or entities, but only in their capacity as legal representative, successor, or assignee.

f. owners of the Georgia-issued ULXP86 and ULXP88 policies at issue in *Richard A. Newton, Sr. v. Brighthouse Life Insurance Company*, No. 1:20-cv-02001-AT (N.D. Ga.).

7. The foregoing preliminary certification of the Settlement Class is for settlement purposes only and is conditioned on final approval of the Settlement. In event the Settlement Agreement is terminated or otherwise does not become final for any reason whatsoever, then this Action will resume its *status quo ante* consistent with the terms of the Settlement Agreement, without prejudice to the rights of the settling Parties.

8. The Court hereby appoints Milberg PLLC as counsel to the Settlement Class (“Class Counsel”) for purposes of the Settlement, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

9. Plaintiff Lawrence E. Martin will serve as representative of the Settlement Class for purposes of the Settlement.

10. The Court appoints Epiq as the Settlement Administrator. The Settlement Administrator shall be responsible for effectuating the Notice Program and for receiving Opt-Out Requests from Settlement Class Members. All expenses incurred by the Settlement Administrator must be reasonable, are subject to the approval of the Court, and shall be payable solely from the Settlement Fund.

11. As of the date hereof, all proceedings in the above-captioned action as to Defendant shall be stayed and suspended until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

12. The Court approves the proposed Notice Program, including the Class Notice, attached as Exhibit 3 to the Declaration of Mitchell Breit, dated August 12, 2026, and as described

in the Declaration of Cameron R. Azari, Esq. Regarding Settlement Notice Program, dated August 12, 2026 (the “Epiq Declaration”). The Court finds that the form and content of the Class Notice fairly, accurately, and reasonably informs Settlement Class Members of the Settlement and their rights and options, and satisfies the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and 23(e) and the due process requirements of the United States Constitution.

13. The Court finds that the manner of distribution of the Class Notice — direct mailing by first-class mail to each owner or former owner of a Class Policy at the address maintained in Brighthouse’s records — constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Settlement Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

14. Upon entry of this Preliminary Approval Order, the Notice Program shall be implemented as outlined in the Settlement Agreement and the Epiq Declaration. Within forty-five (45) days after the entry of this Order, the Class Notice shall be mailed to each owner or former owner of a Class Policy at the address maintained in Brighthouse’s records. Brighthouse will deliver to the Settlement Administrator a Notice List, which includes those individuals or entities, along with their addresses, that are reflected in Brighthouse’s records as the owners or former owners of the Class Policies.

15. The Settlement Administrator will run an update of the last known addresses provided by Brighthouse through the National Change of Address database before initially mailing the Class Notice. If a Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will endeavor to: (i) re-mail any Class Notice so returned with a forwarding address; and (ii) make reasonable efforts to attempt to find an address for any returned

Class Notice that does not include a forwarding address. The Settlement Administrator will endeavor to mail the Class Notice to every person and entity in the Notice List for which it obtains an updated address. If any Settlement Class Member is known to be deceased, the Class Notice will be addressed to the “Estate of [the deceased Settlement Class Member]” at the deceased Settlement Class Member’s last known address. The mailing of a Class Notice to a person or entity that is not in the Settlement Class shall not render such person or entity a part of the Settlement Class or otherwise entitle such person to participate in this Settlement.

16. A copy of the Class Notice shall also be posted on a website to be established and maintained by the Settlement Administrator. Any Court-approved changes to the Settlement Agreement, the Exhibits thereto, or to any filings made in connection with the Settlement Agreement, may be posted to that website address, and by doing so, will be deemed due and sufficient notice to Settlement Class Members in compliance with Due Process and Rule 23 of the Federal Rules of Civil Procedure.

17. Any member of the Settlement Class may request to be excluded from the Settlement Class. To be effective, a written Opt-Out Request must be mailed to the Settlement Administrator and postmarked no later than the deadline specified in the Class Notice, which shall be no later than forty-five (45) days before the Fairness Hearing. Opt-Out Requests must clearly state that the Settlement Class Member desires to be excluded from the Settlement Class, must identify the Class Policy(ies) to be excluded, and must be signed by such person or entity or by a person providing a valid power of attorney to act on behalf of such person or entity. A Settlement Class Member who owns multiple Class Policies may request to exclude some Class Policies from the Settlement while participating in the Settlement with respect to other Class Policies. The Settlement Fund shall be reduced on a pro rata basis measured by the face amount of each Class

Policy that is the subject of a valid and timely Opt-Out Request, as set forth in the Settlement Agreement.

18. Any Settlement Class Member that does not submit a timely, written Opt-Out Request in accordance with the foregoing paragraph shall be bound by all proceedings, orders, and judgments in the Action. A list reflecting all valid Opt-Out Requests shall be filed with the Court, by Class Counsel, prior to the Fairness Hearing.

19. Settlement Class Members may object to this Settlement by filing a written objection with the Court and serving any such written objection on counsel for the respective Parties (as identified in the Class Notice) no later than thirty (30) ~~forty five (45)~~ calendar days before the Fairness Hearing. The objection must contain: (1) the full name, address, telephone number, email address, if any, of the Settlement Class Member; (2) Policy number; (3) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (4) copies of any papers, briefs, or other documents upon which the objection is based; (5) a list of all persons who will be called to testify in support of the objection (if any); (6) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; and (7) the signature of the Settlement Class Member or his/her counsel, ~~and a list of any objections by the Settlement Class Member and/or counsel in any class action settlements submitted to any state or federal court in the United States in the previous five years.~~ If an objecting Settlement Class Member intends to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing the objecting Settlement Class Member who will appear at the Fairness Hearing. Settlement Class Members who do not timely make their objections as provided in this Paragraph will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

20. The Court hereby schedules a Final Fairness Hearing to occur on **Tuesday, January 26, 2027 at 10:30 a.m.** before the Honorable Margaret M. Garnett in United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, Courtroom 906, 40 Foley Square, New York, NY 10007, to determine whether (i) the proposed Settlement, as set forth in the Settlement Agreement, should be finally approved as fair, reasonable and adequate pursuant to Federal Rule of Civil Procedure 23; (ii) the Settlement Class should be certified for purposes of judgment on the proposal; (iii) an order approving the Settlement Agreement and a Final Judgment should be entered; (iv) the proposed plan of allocation should be approved; and (v) the application of Class Counsel for an award of attorneys' fees and expenses and a Service Award to Plaintiff ("Fee and Expense Request") in this matter should be approved. All papers in support of any Fee and Expense Request shall be filed no later than sixty (60) days before the Final Fairness Hearing. All papers in support of final approval of the Settlement, including all papers in support of the proposed plan of allocation, shall be filed no later than thirty (30) days before the Final Fairness Hearing. No later than seven (7) days before the Final Fairness Hearing, all relevant reply papers shall be filed and served by the parties to the action. In no event shall the Final Fairness Hearing be held, or final approval of the Settlement entered, earlier than ninety (90) days after service of the notices required under the Class Action Fairness Act, 28 U.S.C. § 1715.

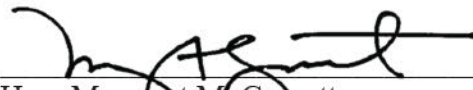
21. Neither this Order, the Settlement Agreement, the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or Settlement is or may be used as an admission or evidence (i) of the validity of any claims, alleged wrongdoing or liability of Defendant or (ii) of any fault or omission of Defendant in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

22. Neither this Order, the Settlement Agreement, the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or Settlement is or may be used as an admission or evidence that the claims of Plaintiff lacked merit in any proceeding against anyone other than Defendant in any court, administrative agency or other tribunal.

23. In the event that the Settlement Agreement is terminated in accordance with its provisions, the Settlement and all proceedings had in connection therewith shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of Plaintiff, Defendant and the Settlement Class Members.

24. Defendant has served notices of the proposed Settlement upon the appropriate federal and state officials as defined by, and in compliance with, the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715.

ENTERED this 1 day of September, 2026


 Hon. Margaret M. Garnett
 UNITED STATES DISTRICT JUDGE

On August 12, 2026, Plaintiff filed an unopposed motion seeking preliminary approval of a class action settlement. Dkt. No. 192. In that motion, Plaintiff stated that they had appended a "[Proposed] Order Granting Preliminary Approval of Class Action Settlement." On August 20, 2026, the Court issued an order informing Plaintiff that no such proposed order had been filed and instructed Plaintiff to submit the proposed order by August 27, 2026. Dkt. No. 194. On August 25, 2026, Plaintiff filed the proposed order. Dkt. No. 196. The Order Preliminarily Approving Class Action Settlement, as revised, is hereby GRANTED. The Clerk of Court is respectfully directed to terminate Dkt. No. 192.