

**Newton v. Brighthouse Life Insurance Company**

**NOTICE OF CLASS ACTION LAWSUIT**

Dear Class Member,

You have been sent this Notice of Class Action Lawsuit (the "Notice") because you have been identified as a potential class member in the class action lawsuit, *Newton v. Brighthouse Life Insurance Company*, pending in the United States District Court for the Northern District of Georgia, Case No. 1:20-cv-02001-AT.

At the Court's direction, Brighthouse Life Insurance Company provided records that indicate that you are or were the owner, of a universal life insurance policy issued by Brighthouse or its predecessor-in-interest Travelers Insurance Company on Form ULXP86 or Form ULXP88 with a state of issuance of Georgia. Throughout this Notice, Brighthouse Life Insurance Company and its predecessor Travelers Insurance Company shall be referred to as "Brighthouse."

On October 31, 2025, Judge Amy Totenberg of the United States District Court for the Northern District of Georgia certified a class of policy owners of Form ULXP86 and Form ULXP88 policies issued in Georgia and later approved the attached NOTICE that describes the lawsuit, how the case will proceed, and your rights.

Please read the following notice carefully.

IN THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF GEORGIA

# If You Own or Owned a Brighthouse Policy Issued in Georgia on Form ULXP86 or ULXP88, a Class Action Lawsuit May Affect Your Rights

**A COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.  
YOU ARE NOT BEING SUED.**

- A Brighthouse Form ULXP86 policy owner, Richard A. Newton, Sr. sued Brighthouse concerning cost of insurance charges deducted from policy owners' account values (the "Lawsuit").
- The Court has allowed the Lawsuit to proceed as a class action with respect to certain claims on behalf of all current and former policy owners of Brighthouse Form ULXP86 and ULXP88 policies issued in Georgia whose policies were in force on or after March 14, 2014 and who were subject to at least one monthly cost of insurance charge deduction, subject to certain exclusions.
- The Court has not decided whether Brighthouse did anything wrong. Brighthouse has denied and continues to deny each and all of the claims alleged by Plaintiff in the Lawsuit. There is no final judgment against Brighthouse. However, your legal rights are affected, and you have a choice to make now:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING – STAY IN THE LAWSUIT</b>	<p><b>Stay in this Lawsuit. Await the outcome. Give up certain rights.</b></p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement in this case. But you give up any right to file a separate lawsuit against Brighthouse on any claim that is or could have been included in this Lawsuit, and you will be bound by any final judgment entered in this case.</p>
<b>EXCLUDE YOURSELF FROM THE LAWSUIT</b>	<p><b>Get out of this Lawsuit. Get no benefits from it. Keep your rights.</b></p> <p>By excluding yourself from this Lawsuit, you will not be bound by the outcome in this Lawsuit. This means that if there is an award of damages or a settlement that provides certain benefits to class members, you won't share in those damages or benefits. You would maintain your rights to file a separate lawsuit against Brighthouse, if you so choose.</p>

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- Claims against Brighthouse must still be proven. If money or other benefits are in fact obtained from Brighthouse, you will be notified about how your share of such money or other benefits will be distributed to you, if you have not excluded yourself from the Lawsuit.

## BASIC INFORMATION

### 1. Why did I get this Notice?

Brighthouse's records show that you own or owned a Form ULXP86 or a Form ULXP88 universal life insurance policy issued by Brighthouse in Georgia (or were identified as the legal representative of such an owner) and the policy was in force on or after March 14, 2014 and was subject to at least one monthly cost of insurance charge deduction. A court decided to allow a class action lawsuit to proceed against Brighthouse related to how it calculates cost of insurance charges deducted from policy owners' account values. You have legal rights and options that you may exercise before trial. This Lawsuit will determine the outcome of the claims being made against Brighthouse. The Lawsuit may settle or be dismissed before a trial or on appeal.

Judge Amy Totenberg of the United States District Court for the Northern District of Georgia (the "Court") is overseeing this case. The case is known as *Newton v. Brighthouse Life Insurance Company*, Case No. 1:20-cv-02001-AT. The person who sued, Richard A. Newton, Sr., is called the "Plaintiff." Brighthouse is called the "Defendant."

### 2. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case there is one Class Representative, Richard A. Newton, Sr.) sue on behalf of other people who have similar claims. Together, those other people are "Class Members" and form a "Class". The Class Representative who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued (in this case Brighthouse) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. The Class is represented by lawyers called "Class Counsel".

### 3. Why is this Lawsuit a class action?

The Court decided that this Lawsuit meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. The Court's decision means the Lawsuit can proceed as a class action. Specifically, the Court found that the Class Members are sufficiently numerous, there are questions of law and fact that are common to all Class Members that predominate over questions affecting individual Class Members, the Class Representative's claims are typical of those of the Class, the Class Representative and Class Counsel are adequate to represent the Class, and proceeding as a Class is superior to the alternatives.

More information about the Court's Order Granting Motion for Class Certification is available at [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com).

## THE CLAIMS IN THE LAWSUIT

### 4. What is the Lawsuit about?

This Lawsuit is about whether Brighthouse's cost of insurance rates, which are used to calculate cost of insurance charges, complied with the policy language in the Form ULXP86 and Form ULXP88 life insurance policies issued in Georgia. The policies issued on Forms ULXP86 and ULXP88 ("the "Policies") are flexible premium life insurance contracts (also known as universal life insurance policies). The Policies have a policy account value called a "Cash Value," that generally is determined through the payment of premiums, the deduction of certain charges specified in the Policies (including the cost of insurance charges), and the crediting of interest on any Cash Value.

Plaintiff alleges that the cost of insurance rates Brighthouse used to calculate cost of insurance charges violated the Policies, resulting in incorrect cost of insurance charges. Plaintiff alleges that Brighthouse used cost of insurance rates that were higher than authorized, that Brighthouse based the cost of insurance rates on factors not allowed by the Policies, and that Brighthouse should have lowered cost of insurance rates based on allegedly improving mortality. On behalf of the Class, Plaintiff brings breach of contract claims and statutory claims based on Georgia's Racketeer Influenced and Corrupt Organizations Act. These claims are described in Plaintiff's Third Amended Class Action Complaint ("Complaint") at [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com).

Brighthouse denies Plaintiff's claims and asserts multiple defenses. Brighthouse contends, among other things, that it has determined cost of insurance rates in compliance with the terms of the Policies and that it was not required to lower cost of insurance rates based on the Policies. Brighthouse asserts that Plaintiff and the Class Members did not suffer damages from any of Brighthouse's alleged conduct. These defenses are described in Defendant's Answer to Plaintiff's Third Amended Class Action Complaint at [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com).

## 5. Has the Court decided who will win?

No. The Court has not decided and has not suggested who will win this case.

## 6. What is the Plaintiff asking for?

The Plaintiff is asking that the Class be compensated for the alleged breaches of the Policies and statutory violation, for a declaration that Brighthouse has breached the Policies' terms, and that Plaintiff and the Class receive permanent injunctive relief. Plaintiff also seeks pre-judgment and post-judgment interest, treble damages, punitive damages, attorneys' fees and costs, and such other relief the Court permits.

## 7. Is there any money available now?

No money or benefits are available now, and there is no proposed settlement of the Lawsuit at this time. The case is still in active litigation. There is no guarantee that money or benefits will be obtained by class members.

## WHO IS IN THE CLASS

### 8. Am I part of this Class?

The Court has certified a Class as follows:

For Plaintiffs' breach of contract claims (Counts I, II, III, VII and VIII):

All persons who, as of **March 14, 2014**, owned a universal life insurance policy issued by Brighthouse or its predecessors-in-interest on Forms ULXP86 and ULXP88, with a state of issuance of Georgia, and who were subject to at least one monthly deduction.

For Plaintiffs' Georgia RICO claim, based on the predicate acts of theft by taking and theft by conversion (Count VI):

All persons who, as of **March 14, 2015**, owned a universal life insurance policy issued by Brighthouse or its predecessors-in-interest on Forms ULXP86 and ULXP88, with a state of issuance of Georgia, and who were subject to at least one monthly deduction.

*If someone who would otherwise be a Class Member is deceased, his or her legal representatives may be Class Members.*

### 9. How can I confirm that I am in the Class?

If you are not sure whether you are included in the Class, you should consult the information at the website, [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com), which also contains information on how to contact Class Counsel with questions.

## YOUR RIGHTS AND OPTIONS

### 10. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this Lawsuit. By doing nothing you are staying in the Class and you will be legally bound by the orders the Court issues and judgments the Court makes in this class action. If you stay in the Class and the Class Representative obtains money or benefits

on behalf of the Class, as a result of the Lawsuit, you will either be compensated automatically or will be notified about how to apply for a share. Keep in mind that if you do nothing now, regardless of whether the Class Representative wins or loses the Lawsuit, you will not be able to separately sue Brighthouse about any claim that is or could have been included in this Lawsuit.

## 11. Why would I ask to be excluded?

If you do not want to be a part of the Lawsuit or if you want to bring your own lawsuit against Brighthouse related to the issues presented in this case you should exclude yourself from the Class. Unless you exclude yourself, you give up any right to separately sue Brighthouse for the claims that are or could have been asserted in this Lawsuit. If you choose to exclude yourself, you will not get any money or benefits from this Lawsuit even if the Plaintiff obtains them as a result of the Lawsuit. If you start your own lawsuit against Brighthouse after you exclude yourself, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you exclude yourself because you want to start your own lawsuit against Brighthouse, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

## 12. How do I ask the Court to exclude me from the Class?

To ask to be excluded, also sometimes referred to as “opting out” of the Class, you must send the exclusion request included in this notice (“Exclusion Request”), stating that you want to be excluded from *Newton v. Brighthouse Life Insurance Company*. Be sure to include your name, policy number, and address, and sign the letter. The form for your use is included in this notice. You must mail your Exclusion Request postmarked by **February 26, 2026**, to the following address:

**Newton v Brighthouse Litigation Notice Administrator**  
**P.O. Box 2002**  
**Chanhassen, MN 55317-2002**

Alternatively, you can upload your Exclusion Request by **February 26, 2026** to the website: [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com).

## THE LAWYERS REPRESENTING YOU

## 13. Do I have a lawyer in this case?

Yes, if you choose to remain in the Class. The Court appointed the following lawyers as Class Counsel to represent all the members of the Class:

Roy E. Barnes  
J. Cameron Tribble  
The Barnes Law Group, LLC  
31 Atlanta Street  
Marietta, GA 30060  
[info@barneslawgroup.com](mailto:info@barneslawgroup.com)  
1-678-835-3763

If you have questions, you may contact Class Counsel. You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, however, you may hire one at your own expense.

## 14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. You can ask him or her to appear in court for you in this Lawsuit if you want someone other than Class Counsel to speak for you.

## **15. How will the lawyers be paid?**

Class Counsel have not been paid or reimbursed for their time and expenses incurred in pursuing this case. You will not have to pay these fees and expenses. If Class Counsel obtains money or benefits for the Class, they may ask the Court for their fees and expenses. Any motion seeking fees and expenses will be available at the website, [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com). If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by Brighthouse.

## **WHAT HAPPENS NEXT**

## **16. How and when will the Court decide who is right?**

Unless the Lawsuit is resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiff's claims. During the Lawsuit, a jury or the Judge will hear all the evidence to help them reach a decision about whether Plaintiff or Brighthouse should prevail in this Lawsuit. Because the Lawsuit has not been decided, be sure to regularly check the website [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com) for updates.

## **GETTING MORE INFORMATION**

## **17. How do I get more information?**

Visit the website, [www.NewtonBrighthouseLitigation.com](http://www.NewtonBrighthouseLitigation.com), where you will find the Court's Class Certification Order, Plaintiff's Third Amended Complaint, Defendant's Answer to Plaintiff's Third Amended Complaint, as well as the Exclusion Request form, or call 1-877-601-4622. As the Lawsuit proceeds, be sure to check the website regularly for updates and new information.

**PLEASE DO NOT CALL THE COURT, BRIGHTHOUSE'S COUNSEL, OR BRIGHTHOUSE ABOUT THIS NOTICE.**

**Date: January 12, 2026**