

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

ARBUCKLE FUNDING LLC, and
BRIGHTON TRUSTEES LLC, on behalf of
and as Trustee for COOK STREET MASTER
TRUST III, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

TALCOTT RESOLUTION LIFE &
ANNUITY INSURANCE CO. and
TALCOTT RESOLUTION LIFE
INSURANCE CO.,

Defendants.

Case No. 7:23-cv-07972-CS
Hon. Cathy Seibel

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Settlement Agreement” or “Stipulation”), dated as of April 20, 2026, is made and entered into by and among Plaintiffs Arbuckle Funding, LLC (“Arbuckle Funding”) and Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III (“Brighton Trustees”), individually and on behalf of the proposed Premium Tax Settlement Class (defined below) (collectively, “Plaintiffs”), and Defendants Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company (collectively, “Defendants,” as further defined below), along with The Prudential Insurance Company of America (“Prudential”) as administrator of the life insurance policies at issue and a responsible entity for certain settlement obligations herein (individually, a “Party,” and together, the “Parties”), through their counsel of record. This Settlement Agreement, inclusive of the Exhibits hereto, is intended to fully, finally, and forever resolve, discharge, settle, release, and dismiss with prejudice Counts II and III of the above-captioned putative class action, the Released Claims as defined herein, and, as described below, all issues and matters related thereto, upon, subject to, and as further specified by, the terms and conditions hereof.

I. RECITALS

A. WHEREAS, Plaintiff Arbuckle Funding filed a putative class action against Talcott Resolution Life & Annuity Insurance Company captioned, *Arbuckle Funding LLC v. Talcott Resolution Life & Annuity Insurance Company*, Case No. 7:23-cv-07972-CS-JCM (S.D.N.Y.) (the “Action”), seeking to represent two nationwide classes and two New York subclasses of current and former owners of certain universal life or variable universal life insurance policies which provide for a premium tax charge as a deduction from premium payments based on the policyowner’s Resident State at the time of the premium payment (the “Premium Tax Change Language,” as more fully defined below);

B. WHEREAS, on April 6, 2026, Arbuckle filed a Fourth Amended Complaint in the Action, adding Brighton Trustees as an additional Plaintiff for Counts II and III of the Fourth Amended Complaint and adding Talcott Resolution Life Insurance Company as an additional Defendant for Counts II and III of the Fourth Amended Complaint;

C. WHEREAS, Plaintiffs allege in Counts II and III of their Fourth Amended Complaint in this Action (the “FAC”) that Defendants breached their life insurance contracts with Arbuckle Funding, Brighton Trustees, and other unnamed members of the putative classes at issue by: (1) failing to adjust the Premium Tax Charge Rate when a Policyowner’s State of Residence changed to a new State with a different Premium Tax Charge Rate (the “Address Update Claim” or “Address Update Issue”) and (2) failing to apply a Premium Tax Charge Rate based on the alleged Statutory Premium Tax Rate for the Policyowner’s Resident State at the time of the premium payment (the “Statutory Rate Claims” or “Statutory Rate Issues”). The Statutory Rate Claims include (a) failing to update the Premium Tax Charge Rate for certain States when the Statutory Premium Tax Rate for those States changed (the “Rate Update Issue” or “Rate Update Claim”); (b) applying a Premium Tax Charge Rate based on the State’s Retaliatory Premium Tax Rate assessed by States (the “Retaliatory Tax Rate States”) with a lower Statutory Premium Tax Rate than Connecticut as Defendants’ Domicile State (the “Retaliatory Tax Rate Issue” or “Retaliatory Tax Rate Claim”); and (c) applying a Premium Tax Charge Rate in excess of 0.7% for policies owned by New York residents, which Plaintiffs alleged to be the applicable New York Statutory Premium Tax Rate (the “NY Issue” or “NY Claim”) (collectively, the “Premium Tax Claims” or “Premium Tax Issues”)¹;

¹ Separate from the Premium Tax Claims, Arbuckle Funding also alleges a distinct breach of contract cause of action relating to Talcott Resolution Life & Annuity Insurance Company’s

D. WHEREAS, Plaintiffs alleged that the conduct described in Counts II and III of the FAC constituted breach of contract;

E. WHEREAS, the proposed classes that Plaintiffs alleged in the FAC included: a first premium tax overcharge class regarding the Address Update Issue consisting of:

All current and former owners of insurance policies issued or insured by Talcott Resolution Life and Annuity Insurance Company or Talcott Resolution Life Insurance Company and their predecessors in interest that own policies (i) with language providing that, in the event the policyholder changes state or municipality of residency, the insurer will change the premium tax rate it charges to equal that new rate, (ii) for which a new address was registered with [Talcott Resolution Life & Annuity Insurance Company] or [Talcott Resolution Life Insurance Company] after issuance, and (iii) which were assessed a premium tax rate in excess of the premium tax rate assessed by the state or municipality associated with the new registered address;

And, within this alleged first premium tax overcharge class, an alleged first New York subclass consisting of:

All current and former owners of insurance policies issued or insured by Talcott Resolution Life and Annuity Insurance Company or Talcott Resolution Life Insurance Company and their predecessors in interest that own policies (i) with language providing that, in the event the policyholder changes state or municipality of residency, the insurer will change the premium tax rate it charges to equal that new rate, (ii) for which a New York address was registered with [Talcott Resolution Life & Annuity Insurance Company] or [Talcott Resolution Life Insurance Company], and (iii) which were assessed a premium tax rate in excess of 0.7% during the time that the New York address was registered with [Talcott Resolution Life & Annuity Insurance Company] or [Talcott Resolution Life Insurance Company];

assessment of cost of insurance rates in Count I of the FAC (the “COI Claim”). Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company have not resolved, and this Agreement does not resolve, the COI Claim, which remains pending. Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company do not make any representations, releases, or admissions concerning the COI Claim in this Agreement, other than the fact that Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company agree that nothing in this Agreement should be construed as affecting Arbuckle Funding’s or Talcott Resolution Life & Annuity Insurance Company’s rights, obligations, defenses or liabilities concerning the COI Claim, and this Agreement shall not be and cannot be used in any way to support the COI Claim or any defense thereto.

And, an alleged second premium tax overcharge class regarding the Statutory Rate Issue, consisting of

All current and former owners of insurance policies issued or insured by Talcott Resolution Life and Annuity Insurance Company or Talcott Resolution Life Insurance Company and their predecessors in interest that own policies (i) with language providing that the insurer will assess premium tax rates that depend on the premium taxes assessed by the policyholder's state or municipality, and (ii) for which an address in Arizona, Connecticut, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina, or Wyoming was registered with [Talcott Resolution Life and Annuity Insurance Company] or [Talcott Resolution Life Insurance Company];

And, within this alleged second premium tax overcharge class, an alleged second New York subclass consisting of:

All current and former owners of insurance policies issued or insured by Talcott Resolution Life and Annuity Insurance Company or Talcott Resolution Life Insurance Company and their predecessors in interest that own policies (i) with language providing that the insurer will assess premium tax rates that depend on the premium taxes assessed by the policyholder's state or municipality, and (ii) for which an address in New York was registered with [Talcott Resolution Life and Annuity Insurance Company] or [Talcott Resolution Life Insurance Company];

(taken together, the "Premium Tax Class");

F. WHEREAS, Plaintiffs sought damages and other relief for the alleged Premium Tax Class;

G. WHEREAS, Prudential has been the administrator for the insurance policies in the alleged Premium Tax Class since January 2, 2013;

H. WHEREAS, with respect to the Address Update Issue alleged for the putative first premium tax overcharge class, Prudential, as administrator for Defendants, and Defendants acknowledged that, for a period beginning April 1, 2015 until corrected on February 5, 2025, for policies administered on a single administrative system ("System A"), if the address of record for

a policy changed, the system field used to determine the premium tax rate applied was not updated to the new address of record;

I. WHEREAS, with respect to the Statutory Rate Issues alleged for the putative second premium tax overcharge class:

1. As to the Rate Update Issue, Prudential, as administrator for Defendants, and Defendants acknowledged that for policies administered on two systems the Premium Tax Charge Rates for Arizona, Connecticut, and the District of Columbia were not timely updated on the relevant administrative systems to coincide with changes to those States' Premium Tax Rates, and that the Premium Tax Charge Rates for the Retaliatory Tax Rate States (as more specifically defined below) were not timely updated to coincide with the change to Connecticut's Premium Tax Rate, which issue was corrected for System A on January 29, 2025 and corrected for System B on January 17, 2025;

2. As to the Retaliatory Tax Rate Issue, Defendants and Prudential, as administrator for Defendants, maintain that the Premium Tax Rate assessed by the Retaliatory Tax Rate States is properly Connecticut's Premium Tax Rate due to those states' retaliatory tax laws, and not those states' own Statutory Premium Tax Rate, and that therefore the Premium Tax Charge Rates applied for those states were proper under the terms of the Premium Tax Settlement Class Policies and deny and dispute the breach of contract claim alleged;

J. WHEREAS, with respect to the Premium Tax Claims asserted for the alleged first New York subclass and second New York subclass, Defendants and Prudential, as administrator for Defendants, maintain that the minimum Statutory Premium Tax Rate for New York is 1.5%, and not the 0.7% rate alleged by Plaintiffs, and that therefore a Premium Tax Charge Rate of 1.5% is proper for Premium Tax Settlement Class Policies owned by New York

residents under the terms of those policies, and deny and dispute the breach of contract claim alleged to the extent based on the NY Issue;

K. WHEREAS, Defendants and Prudential deny all alleged and implied wrongful acts and practices other than as stated in Recital Paragraphs I.H and I.I.1 above, dispute any injury or liability, dispute Plaintiffs' ability to certify any litigation class, and have vigorously defended the Action;

L. WHEREAS, during the pendency of the Action to date, counsel for Plaintiffs and the putative class conducted discovery and investigation into the claims and allegations raised by Counts II and III of the FAC and were provided by Defendants and Prudential with extensive documentation, electronic data, and other information in connection therewith, including responses to multiple sets of Interrogatories and Requests for Production of Documents and responses to Requests for Admission, together with extensive data for the proposed Premium Tax Settlement Class, pursuant to Plaintiff Arbuckle Funding's thorough requests;

M. WHEREAS, beginning on April 30, 2025, counsel for the Parties met in person to evaluate and commence negotiation of a potential class-wide settlement of the claims now at Counts II and III of the FAC;

N. WHEREAS, the Parties continued settlement discussions and negotiations through additional in person and virtual sessions on August 4, 2025 and September 26, 2025, as well as numerous communications between and subsequent to these meetings to continue negotiations;

O. WHEREAS, these efforts culminated in the Parties reaching an agreement in principle, subject to the negotiation of a stipulation of settlement and release and approval of the class-wide Settlement Agreement by the Court;

P. WHEREAS, this Settlement Agreement was reached as the result of extensive, good-faith, and arm's length negotiations between the Parties and their counsel;

Q. WHEREAS, this Settlement Agreement, together with all Exhibits hereto, supersedes all prior negotiations, drafts, discussions, and term sheets, and reflects the final and binding agreement among the Parties;

R. WHEREAS, before entering into this Settlement Agreement, the Parties, by and through their respective counsel, conducted a thorough investigation and evaluation of the relevant law, facts, allegations, and defenses to assess the merits of the claims and potential claims in Counts II and III of the FAC to determine the strengths and weaknesses of the claims as well as the appropriateness of class certification and the legal and factual grounds for opposition thereto;

S. WHEREAS, the Parties and their respective counsel have taken into account the risks, uncertainties, delays, and expenses involved in prosecuting and defending Counts II and III of the FAC, and other relevant considerations, and have concluded that it is in their respective best interests, including the interests of the proposed Premium Tax Settlement Class, to compromise and to fully and finally resolve and settle Counts II and III of the FAC in the manner and on the terms and conditions set forth in this Settlement Agreement, and have determined that this Settlement Agreement is fair, adequate, and reasonable and in the best interests of the Premium Tax Settlement Class; and

T. WHEREAS, Defendants and Prudential continue to deny all allegations of fault, wrongdoing, and liability whatsoever against them and maintain that, other than as stated at Recital Paragraphs I.H and I.I.1 above, their practices have at all times been in accord with the terms of the contract, lawful, and proper, deny all allegations that Plaintiffs, or any member of

the proposed Premium Tax Settlement Class, suffered any damages or harm by reason of any alleged conduct, statement, act, or omission of Defendants or Prudential, or that Plaintiffs could establish any damages or entitlement to injunctive relief on a class-wide basis, and deny that any putative class could meet the requirements for certification as a litigation class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by, between and among Plaintiffs (individually and on behalf of the entire Premium Tax Settlement Class), Defendants, and Prudential, that, in consideration of the benefits flowing to the parties from the Settlement Agreement, Counts II and III of the FAC in the Action and all Released Claims (as defined in Section IV) as against the Releasees shall be released, upon and subject to the terms and conditions set forth below and above including in footnote 1, and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

II. DEFINITIONS

As used in this Settlement Agreement and the annexed Exhibits, which are an integral part of this Settlement Agreement and are incorporated in their entirety herein, the following terms shall have the following meanings (unless a part or subpart of this Settlement Agreement or its Exhibits otherwise provides):

- A. “Authorized Claimant”** means any Premium Tax Settlement Class Member entitled to a Settlement Payment pursuant to the terms of the Settlement Agreement.
- B. “CAFA”** means the Class Action Fairness Act, 28 U.S.C. § 1715.
- C. “CAFA Notice”** means the notice required by CAFA.
- D. “Claims Administration Expenses”** means the fees to be paid to the Claims Administrator for, and the expenses incurred by the Claims Administrator in, fulfilling the obligations described throughout this Settlement Agreement, including, but not limited to,

providing Notice, providing CAFA Notice (up to a limit of \$5,000 for CAFA Notice, and any amounts above that cap should be paid by Defendants and/or Prudential), managing the Settlement Website, responding to inquiries from Premium Tax Settlement Class Members, processing and delivering Settlement Payments for Authorized Claimants, and related services, including paying taxes and tax expenses related to the Escrow Account (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants retained by the Claims Administrator).

E. “Claims Administrator” means JND, or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the Claims Administration duties set forth in this Settlement Agreement. Class Counsel’s assent to this Settlement Agreement shall constitute consent on behalf of each and every member of the Premium Tax Settlement Class for the Parties, Class Counsel and Defendants’ and Prudential’s Counsel to disclose all information required by the Claims Administrator to perform the duties and functions ascribed to it herein.

F. “Class Counsel” means the law firm of and lawyers at Susman Godfrey L.L.P.

G. “Class Notice” means the notices distributed pursuant to Section VI of this Settlement Agreement, and includes, collectively, the postcard notice mailed to persons and entities associated with Premium Tax Settlement Class Policies and the long-form notice and related materials on the Settlement Website informing the Premium Tax Settlement Class of this Settlement Agreement and the Final Approval Hearing, which is to be provided in the manner set forth herein substantially in the form attached hereto as Exhibit A, subject to Court approval, consistent with the requirements of Due Process and Rule 23.

H. “Class Period” means the time periods set forth at Exhibit B.

I. “Court” means the United States District Court for the Southern District of New York.

J. “Defendants” means Defendants Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company, individually and collectively, and all of their predecessors in interest.

K. “Defendants’ Counsel” means the law firms and lawyers at Dentons US LLP and Willkie Farr & Gallagher LLP.

L. “Domicile State” means the State in which Defendants’ relevant insurance entities are domiciled for premium-tax and regulatory purposes. As of the Effective Date and during the Class Period, the Domicile State is Connecticut.

M. “Effective Date” means the first date by which all of the events and conditions set forth in Section XI.A have occurred.

N. “Escrow Account” means the separate, non-reversionary interest-bearing account to be established by Class Counsel at a depository institution insured by the Federal Deposit Insurance Corporation, wherein any funds payable by Prudential prior to distribution to Authorized Claimants, or to be utilized for payment of Claims Administration Expenses, Tax Expenses, the Fee Award or the Incentive Award, shall be deposited and held in escrow. There will be no reversion of any portion of the funds in the Escrow Account to Prudential or Defendants.

O. “Escrow Agent” means The Huntington National Bank or another reputable financial institution to be selected by Class Counsel to receive, deposit, and disburse the Settlement Amount pursuant to the terms of this Agreement.

P. “Excluded Claims” means (a) Claim I of the FAC, and any claims relating to the determination, calculation, assessment, or deduction of cost of insurance rates; (b) any claims that arise after the Effective Date, whether or not relating to Premium Tax Charge Rates, (c) any claims or rights to otherwise enforce the terms of Premium Tax Settlement Class Policies unrelated to the Released Claims or Premium Tax Charge Rates; (d) any claims to enforce the Settlement; or (e) any other claims that are not Released Claims. Further, to the extent that a Premium Tax Settlement Class Member owns any insurance policies issued by Defendants (or any other insurer) that are not a Premium Tax Settlement Class Policy, Excluded Claims includes the rights of that Premium Tax Settlement Class Member with respect to such policies.

Q. “Fee and Expense Award” means the amount of attorneys’ fees, costs and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid from the Escrow Account funded by Prudential.

R. “Final Approval Hearing” means the hearing at or after which the Court will make its decision whether to finally approve the Settlement Agreement as fair, reasonable and adequate.

S. “Final Order and Judgment” means the order issued by the Court approving the Settlement Agreement and the judgment entered pursuant to that order after the Final Approval Hearing.

T. “Incentive Award” means any award by the Court to Arbuckle Funding and/or Brighton Trustees as described in Section IX.

U. “Net Settlement Fund” means the Settlement Amount less: (i) Claims Administration Expenses; (ii) any Incentive Award; and (iii) any Fee and Expense Award.

V. “Notice List” means a record of the names and last known U.S. Mail address of record of the Policyowner(s) at the time of Preliminary Approval, to the extent available in Prudential records at that time.

W. “Notice Plan” means the plan for distribution of notice to the Premium Tax Settlement Class and communications with Premium Tax Settlement Class Members described in Section VI below.

X. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a Request for Exclusion submitted by a Person within the Premium Tax Settlement Class must be made.

Y. “Person” means any individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents or assignees.

Z. “Plaintiffs” means the named Plaintiffs in the Action, Arbuckle Funding LLC and Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III.

AA. “Policyowner(s)” means owners of one or more Premium Tax Settlement Class Policy(ies).

BB. “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order.

CC. “Preliminary Approval Order” means the anticipated order preliminarily approving the Settlement Agreement, certifying the Premium Tax Settlement Class for settlement purposes, and directing that Class Notice be provided.

DD. “Premium Tax Change Language” means language included in universal life insurance and variable universal life insurance policies issued or insured by Defendants or their predecessors in interest that provides for a premium tax charge as a deduction from premium payments based on the policyowner’s resident state and, where applicable, municipality, at the time of the premium payment, including the following:

THE PREMIUM TAX PERCENTAGE RATE DEPENDS ON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY OF RESIDENCE. IF YOUR STATE OR MUNICIPALITY OF RESIDENCE CHANGES AND/OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS PREMIUM TAX RATE, THE PREMIUM TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE;

THE TAX PERCENTAGE RATE DEPENDS ON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS TAX RATE, THE TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE; and

THE POLICY PROTECTION TAX CHARGE PERCENTAGE DEPENDS ON THE PREMIUM TAX RATE ASSESSED BY YOUR STATE OR MUNICIPALITY. IF YOUR STATE OR MUNICIPALITY CHANGES OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS PREMIUM TAX RATE, THE RATE WILL CHANGE TO EQUAL THAT NEW RATE;

EE. “Premium Tax Charge Rate” means the percentage rate Defendants apply to a premium payment to calculate the premium tax charge applied to that premium payment.

FF. “Premium Tax Settlement Class” is defined as all Policyowners of a Premium Tax Settlement Class Policy.

GG. “Premium Tax Settlement Class Members” means all Policyowners included in the Premium Tax Settlement Class. The following individuals are excluded from the definition: (a) officers or directors of Defendants or Prudential; (b) any judicial officer presiding over the Action and the members of his or her immediate family and judicial staff; (c) anyone employed

in Class Counsel's firm; and (d) Policyowners who submit a valid and timely Request for Exclusion.

HH. "Premium Tax Settlement Class Policy" or "Premium Tax Settlement Class Policies" means one or more individual universal life or variable universal life insurance policies issued or insured by Defendants, with the subject Premium Tax Change Language, and for which a premium payment subject to one or more of the Premium Tax Claims was made during the Class Period and as described in the FAC, and:

1. for which a new address was registered with Defendants or Prudential after issuance, and which were assessed a Premium Tax Charge Rate in excess of the Statutory Premium Tax Rate assessed by the State associated with the new registered address; or

2. for which an address in Arizona, Connecticut, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina, or Wyoming was registered with Defendants or Prudential.

II. "Regulators" means the Connecticut Insurance Department, the New Jersey Department of Banking and Insurance, and the New York Department of Financial Services.

JJ. "Released Claims" means, to the fullest extent permitted by law, any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, reimbursements, restitution, attorneys' fees, costs and expenses of any nature whatsoever, whether based on any law (including federal law, state law, local law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or unsuspected, asserted or which could have been asserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, arising out of, based on or related to the Premium Tax Charge Rate applied to

any premium payment for any Premium Tax Settlement Class Policy or any representations, notices, communications related thereto or acts that effect such taxes, including without limitation the Address Update Claim, the Statutory Rate Claims (inclusive of the Rate Update Claim and the Retaliatory Tax Rate Claim), the New York Claim, and any other claims asserted or which could have been asserted in the FAC with respect to the Premium Tax Change Language (excluding, for avoidance of doubt, the Excluded Claims).

KK. “Releasees” means Talcott Resolution Life Insurance Company, Talcott Resolution Life & Annuity Insurance Company, and The Prudential Insurance Company of America, individually and collectively, and all of their current, former and future parents, subsidiaries, affiliates, partners, predecessors, predecessors in interest, successors, successors in interest, and assigns, and each of their respective past, present and future officers, directors, employees, representatives, attorneys, heirs, administrators, executors, predecessors, successors and assigns, or any of them.

LL. “Request for Exclusion” means a written request to opt out of the Premium Tax Settlement Class that complies with Section VII.

MM. “Releasing Parties” means Plaintiffs and all Premium Tax Settlement Class Members who do not validly and timely opt out of the Premium Tax Settlement Class, all beneficiaries of Premium Tax Settlement Class Policies, and with respect to each Premium Tax Settlement Class Policy, all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, agents, consultants, officers, partners, principals, members, attorneys, accountants, financial and other advisors, shareholders, investment advisors, and legal representatives.

NN. “**Resident State**” or “**State of Residence**” means the Policyowner’s resident State of record for a Premium Tax Settlement Class Policy as maintained by Prudential as administrator of the Premium Tax Settlement Class Policies.

OO. “**Retaliatory Premium Tax Rate**” means the Premium Tax Rate applied by a Policyowner’s State of Residence in determining the premium tax due from Defendants if the Statutory Premium Tax Rate of the Domicile State exceeds the Statutory Premium Tax Rate of the Policyowner’s State of Residence.

PP. “**Retaliatory Tax Rate States**” means the following states with a lower Statutory Premium Tax Rate than Connecticut during the Class Period, and for which Connecticut’s Premium Tax Rate was applied as the Premium Tax Charge Rate: Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina and Wyoming.

QQ. “**Settlement**” means collectively, the terms and conditions set forth in this Joint Stipulation and Settlement Agreement, including the Exhibits hereto.

RR. “**Settlement Amount**” means the \$11,000,000 common fund amount to be paid on behalf of Defendants in full and final resolution of the Premium Tax Claims as set forth in Section III below. There will be no reversion of any portion of the Settlement Amount to Prudential or Defendants.

SS. “**Settlement Relief**” or “**Settlement Payment**” means the amount payable to Premium Tax Settlement Class Members determined to be Authorized Claimants under the terms of the Plan of Allocation.

TT. “**Settlement Website**” means the website at an available URL (such as, for example, www.premiumtaxsettlement.com) which shall be obtained, administered and

maintained by the Claims Administrator for purposes of administering claims and providing notice.

UU. “State” means any state or territory of the United States and any other jurisdiction of the United States that imposes any Statutory Premium Tax Rate or Retaliatory Premium Tax Rate.

VV. “Statutory Premium Tax Rate” means the statutory percentage rate that is set by a Policyowner’s State of Residence for the taxation of life insurance premiums at the time a premium is paid and that are not subject to any Retaliatory Tax imposed by that State.

WW. “Tax Expenses” means the expenses and costs incurred by the Claims Administrator in connection with determining the amount of, and paying, any taxes owed with respect to the Escrow Account (including, without limitation, expenses of tax attorneys and accountants).

XX. “Unknown Claims” means any of the Released Claims that any Premium Tax Settlement Class Member, including the Plaintiffs, does not know or suspect to exist in his, her or its favor at the time of the release of the Releasees arising out of or related to the Released Claims that, if known by him, her or it, might have affected his, her or its decision with respect to the Settlement, and the release of the Releasees, or might have affected his, her or its decision to participate in this Settlement. With respect to any and all Released Claims, the Parties, stipulate and agree that upon the Effective Date, the Premium Tax Settlement Class Members, including Plaintiffs, expressly shall have, and by operation of the Final Judgment shall have, released any and all Released Claims, including Unknown Claims.

All other capitalized terms used in this document shall have the meanings ascribed to them by this Stipulation and the Exhibits hereto.

III. SETTLEMENT RELIEF

A. Payment of Settlement Amount. Within 15 business days following the Preliminary Approval Date, Defendants shall cause Prudential to pay by wire transfer to the Escrow Account as a non-reversionary common fund the sum of \$11,000,000 (eleven million dollars) in full and final resolution of the Released Claims in their entirety, which shall be used to pay all settlement payments, costs and expenses, including (a) all Settlement Payments to be made to Authorized Claimants (the “Net Settlement Fund,” as defined above); (b) all Claims Administration Expenses; (c) all taxes and Tax Expenses; (d) any Fee and Expense Award awarded by the Court to Class Counsel; and (e) any Incentive Award awarded by the Court to the Class Representative(s).

B. Plan of Allocation. Class Counsel shall submit to the Court for approval a plan or formula for the allocation of the Net Settlement Fund to Authorized Claimants (the “Plan of Allocation”). The Net Settlement Fund shall be distributed to Authorized Claimants pursuant to the Court-approved Plan of Allocation. The Plan of Allocation shall be designed to allocate to each Premium Tax Settlement Class Policy that was subject to a premium tax overcharge due to the Address Update Issue and/or Rate Update Issue an amount equal or approximate to the full overcharge amount attributable to those issues, less a proportionate pro rata share of the Claim Administration Expenses, Fee and Expense Award and Incentive Award. The Plan of Allocation shall also provide for escheatment to the applicable State of the full amount of any uncashed Settlement Payment checks attributable to the Address Update and/or Rate Update Issues. Defendants shall not oppose any such proposed Plan of Allocation that is consistent with this paragraph.

C. Allocation of Settlement Payments. Class Counsel shall be responsible for determining the amount of Settlement Payment that is allocable to each Premium Tax Settlement Class Policy and Premium Tax Settlement Class Member in accordance with the Plan of Allocation.

D. Change to Business Practice. Within thirty (30) days of entry of the Preliminary Approval Order, Defendants, with the consent and further agreement of Prudential as administrator, will prospectively:

1. Cease to apply Connecticut's Statutory Premium Tax Rate as the Premium Tax Charge Rate for states with a lower Statutory Premium Tax Rate than Connecticut, and instead assess a Premium Tax Charge Rate that shall not exceed those states' own Statutory Premium Tax Rate for Premium Tax Settlement Class Policies for which the Resident State of the Policyowner is such a state at the time the premium payment is made.

2. Cease to apply a Premium Tax Charge Rate in excess of the Premium Tax Rate set forth at N.Y. Tax Law § 1510(b), which is currently 0.7% for Premium Tax Settlement Class Policies for which the Resident State of the Policyowner is New York at the time the premium payment is made, absent a superseding change to New York Tax Law.

IV. RELEASE OF CLAIMS AND COVENANT NOT TO SUE

A. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition and dismissal of Counts II and III of the FAC; and (b) the Releases provided for herein to all Released Parties.

B. Pursuant to the Final Order and Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs, the Premium Tax Settlement Class, and the Releasing Parties:

1. Have and shall be deemed to have fully, finally, and forever waived, released, relinquished, discharged, acquitted and dismissed each and every one of the Releasees from and against each and every one of the Released Claims, including Unknown Claims.

2. With respect to any and all Released Claims, stipulate and agree that, upon the Effective Date of the Settlement Agreement, Plaintiffs and the Premium Tax Settlement Class shall, to the fullest extent permitted by law, expressly waive, and each of the other Premium Tax Settlement Class Members shall be deemed to have waived, and by operation of the Final Order and Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs and the Premium Tax Settlement Class Members acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims and acknowledge, and each of the other Premium Tax Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of this Settlement Agreement.

3. Have and shall, to the fullest extent permitted by law, be deemed to have covenanted not to sue, directly or indirectly, any of the Releasees with respect to any or all of the Released Claims, and shall forever be barred and enjoined from directly or indirectly, filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of

action, arbitration, claim, demand, or other proceeding in any jurisdiction, or before any administrative body (including any state Department of Insurance or other regulatory entity) whether in the United States or elsewhere, on their own behalf or in a representative capacity, arising out of the Released Claims. The Parties agree that this paragraph and covenant not to sue does not apply to Arbuckle Funding's continued litigation of the COI Claim.

4. Are and shall be bound whether or not proof of notice as provided for at Section VI is established. This Release will be, and may be raised as, a complete defense to and will preclude and bar any action or proceeding encompassed by the release(s) contained herein with respect to the Premium Tax Settlement Class Policies, to the fullest extent permitted by law. This Release shall not apply to any Premium Tax Settlement Class Policy for which a Premium Tax Settlement Class Member submits a valid request for exclusion from the Premium Tax Settlement Class per Section VII below, and also shall not apply to the COI Claim.

C. Nothing in this Settlement Agreement or the Final Order and Judgment shall bar any action by any of the Parties or their successors or assigns to enforce or effectuate the terms of this Stipulation or the Final Order and Judgment, or to continue litigation of the COI Claim by Arbuckle Funding.

D. Contract Rights Remain. Except as specifically provided for herein, nothing in this Settlement Agreement shall be deemed to alter contractual rights under a current policy, including to make a claim for benefits that will become payable in the future pursuant to the express written terms of the policy; provided, however, that this provision shall not entitle a Releasing Party to assert claims which relate to the allegations in Counts II or III or to the Released Claims described above. For the avoidance of doubt, the Parties agree that the COI Claims do not relate to the allegations in Counts II or III.

E. Claims for Fees and Costs Released. Without in any way limiting the scope of the Release nor the scope the Fee and Expense Award and Incentive Award approved by the Court, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or any Premium Tax Settlement Class Members (including counsel to Authorized Claimants), or by Plaintiffs or the Premium Tax Settlement Class, or any of them, in connection with or related in any manner to the Settlement of Counts II or III of the Action, the administration of such Settlement Agreement and/or the Released Claims except to the extent otherwise specified herein.

V. PRELIMINARY APPROVAL

A. Reasonable Best Efforts to Effectuate Settlement. The Parties agree to cooperate with one another to the extent reasonably necessary and to use their reasonable best efforts to effectuate and implement the terms and conditions of this Settlement Agreement.

B. Motion for Preliminary Approval and Stay. Following execution of this Stipulation, and by no later than April 20, 2026 or such earlier date as set by the Court in the Action, Class Counsel will submit this Settlement Agreement to the Court and shall move for entry of the Preliminary Approval Order substantially in the form attached hereto as Exhibit C. Class Counsel agrees to provide Defendants' and Prudential's counsel with a draft copy of Plaintiffs' Motion for Preliminary Approval and the proposed Preliminary Approval Order no later than seven (7) business days prior to filing. Defendants agree that the motion shall be unopposed provided that it is consistent with this Settlement Agreement.

C. No Further Action to Litigate. From the date of this Stipulation through the Effective Date of this Settlement Agreement, the Parties agree, other than for those matters

necessary to implement and effectuate the Settlement Agreement itself: (a) not to take any steps to prosecute, or assist any other person or entity to prosecute, any of the Released Claims against any Releasee; and (b) not to initiate or participate in any proceedings arising out of the Released Claims against any Releasee. To the extent consistent with their ethical obligations, Class Counsel represent that they do not have any clients on whose behalf they presently plan to (a) prosecute, or assist in prosecuting, any of the Released Claims against any of the Releasees; and (b) initiate or participate in any proceedings arising out of the Released Claims against any of the Releasees, including by opting out of or objecting to this Settlement Agreement. The Parties agree that Class Counsel's participation and litigation of the COI Claims by Arbuckle Funding is not in any way prohibited or restricted by this paragraph.

D. Stipulation to Certification of a Premium Tax Settlement Class. The Parties hereby stipulate for purposes of the Settlement Agreement only that the Premium Tax Settlement Class should be certified pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3) and 23(e); that Plaintiffs shall represent the Premium Tax Settlement Class for settlement purposes and shall be the Class Representatives; and that Class Counsel shall be appointed as counsel for the Premium Tax Settlement Class. Plaintiffs shall apply to the Court for entry of the Preliminary Approval Order.

VI. NOTICE TO THE CLASS AND COMMUNICATIONS WITH PREMIUM TAX SETTLEMENT CLASS MEMBERS

A. Notice to Premium Tax Settlement Class. In the event that the Court preliminarily approves the Settlement Agreement, notice of the terms of the Settlement Agreement and the date of the Final Approval Hearing scheduled by the Court to consider the fairness, adequacy and reasonableness of the Settlement Agreement shall be provided pursuant to the Notice Plan below, in accordance with Rule 23 of the Federal Rules of Civil Procedure. The

Class Notice shall explain the general terms of the Settlement Agreement, the general terms of the proposed Fee Award and Incentive Award, and the Premium Tax Settlement Class Members' rights to object to the Settlement Agreement, request exclusion from the Premium Tax Settlement Class, and appear at the Final Approval Hearing.

B. Notice List. Subject to the requirements of Section VIII.E for the purposes of identifying and providing notice to the Premium Tax Settlement Class, within thirty (30) calendar days of the date of entry of the Preliminary Approval Order, Prudential shall provide the Notice List to the Claims Administrator and Class Counsel.

C. Notice List Is Not Premium Tax Settlement Class List. The mere providing of Class Notice to a Person will not render such Person a part of the Premium Tax Settlement Class or otherwise entitle such Person to participate in the settlement as an Authorized Claimant. The Notice List is not and shall not be interpreted as or deemed to be a list of Premium Tax Settlement Class Members or Authorized Claimants. The Notice List is designed for purposes of ensuring that notice is provided to anyone who potentially could be a member of the Premium Tax Settlement Class. Rights, if any, to Settlement Payments under this Settlement Agreement, shall be determined in accordance with the provisions of this Settlement Agreement, and not by reference to the list prepared for Notice purposes.

D. Direct Notice via U.S. Mail. No later than thirty (30) days from the date on which the Claims Administrator receives the complete Notice List from Prudential, the Claims Administrator shall send the postcard Class Notice by First Class U.S. Mail to all Persons on the Notice List. In order to provide the best notice practicable, the Claims Administrator will run the Notice List through the United States Postal Service's National Change of Address database before mailing, and in the event that Notices are returned as undeliverable, will (i) re-mail by

First Class U.S. Mail any Class Notice so returned with a forwarding address and (ii) retain a commercial address verification service to attempt to find an address for any returned Class Notice that does not include a forwarding address, and if such an address is ascertained, re-mail the Class Notice to the new address by First Class U.S. Mail. Within 90 days following the initial mailing of Class Notice, the Claims Administrator shall provide Prudential with a list of all Premium Tax Settlement Class Policies for which a new current address was ascertained, which shall include the new address.

E. Settlement Website. No later than two (2) business days prior to the date on which the postcard Class Notice is to be mailed, the long-form Class Notice shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form attached hereto as Exhibit A, subject to Court approval.

F. CAFA Notice. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Motion for Preliminary Approval is filed with the Court, the Claims Administrator, following approval by Defendants' Counsel, shall cause to be served upon the appropriate State Officials in the District of Columbia and each U.S. State in which Premium Tax Settlement Class Members reside, and the Attorney General of the United States, notice of the settlement as required by law. The Final Approval Hearing shall be no earlier than ninety (90) days after the CAFA Notice described in this Paragraph is provided.

G. Telephone Bank and Right of Communication with Premium Tax Settlement Class Members. The Parties agree as follows:

- a. The Claims Administrator will establish a telephone bank with a toll-free "800" telephone number with pre-recorded information approved by Class Counsel and Defendants' Counsel responding to general inquiries from Premium Tax

Settlement Class Members and other Policyowners about the Settlement, along with an option to connect with a representative.

b. Defendants and Prudential (in its capacity as administrator of the Premium Tax Settlement Class Policies) shall have the right to communicate with, and to respond to inquiries directed to it from or on behalf of, insureds, beneficiaries, Policyowners, and Premium Tax Settlement Class Members, orally and/or in writing, in the normal course of administering the Premium Tax Settlement Class Policies or otherwise in the ordinary course of business, and may do so through any appropriate agents or agencies. If, however, Defendants or Prudential receive any inquiry from a Premium Tax Settlement Class Member specifically relating to the Action or the Settlement Agreement, Defendants or Prudential shall cause such inquiry to be referred to Class Counsel.

VII. REQUESTS FOR EXCLUSION AND OBJECTIONS TO SETTLEMENT AGREEMENT

A. Requests for Exclusion or “Opt Outs.” A Premium Tax Settlement Class Member may request to be excluded from the Premium Tax Settlement Class by sending a timely written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Class Notice. To exercise the right to be excluded (or “opt out”), a Premium Tax Settlement Class Member must timely send a written request for exclusion to the Claims Administrator providing (1) the name and civil action number of the case; (2) the full name and address of the person or entity requesting exclusion; (3) the Policy Number of the applicable Premium Tax Settlement Class Policy(ies), (4) a statement that the person or entity seeking exclusion is authorized to act on behalf of the Premium Tax Settlement Class Policy; (5) a signature; and (6) a statement that he, she, or it, on behalf of the Premium Tax Settlement Class

Policy associated with them, wishes to be excluded from the Premium Tax Settlement Class for purposes of this settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, or is not sent by an Authorized Claimant, shall be invalid, and the person(s) or entity(ies) serving such a request and the subject Premium Tax Settlement Class Policy shall be a member(s) of the Premium Tax Settlement Class and shall be bound as a Premium Tax Settlement Class Member by this Agreement, if approved. A Premium Tax Settlement Class Member that owns multiple Premium Tax Settlement Class Policies in their own name on behalf of different principals (including as a securities intermediary or trustee) can opt out for some or all those Policies. Any member of the Premium Tax Settlement Class who validly elects a particular Premium Tax Settlement Class Policy to be excluded from this Agreement shall not, with respect to that Policy: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be signed by each person or entity requesting exclusion, or by a person providing a valid power of attorney to act on behalf of such person or entity. No request for exclusion may be made on behalf of a group of Premium Tax Settlement Class Policies owned by different Policyowners. So-called “mass” opt outs and/or attempts to opt out a “class” shall not be allowed.

B. Action Upon Requests for Exclusion. Upon receiving any request(s) for exclusion, the Claims Administrator shall stamp on the original the date it was received and shall promptly notify all of the Parties’ Counsel of such request(s) on a weekly basis through the Objection/Exclusion Deadline, followed by a complete list of request(s) for exclusion received

within one week following the Objection/Exclusion Deadline. The Claims Administrator shall indicate whether such request is timely received, and provide copies of the request(s) for exclusion, the mailing envelope, and any accompanying documentation, by email to the Parties' Counsel.

C. Exclusion Valid Only if Served by Authorized Person and on Behalf of All.

Any request for exclusion that is served by a person or entity who is not a Premium Tax Settlement Class Member or an attorney representing a Premium Tax Settlement Class Member shall not be valid, and the Premium Tax Settlement Class Member and the Premium Tax Settlement Class Policy shall remain subject to all terms of this Settlement Agreement. Likewise, any request for exclusion that purports to opt out fewer than all Policyowners of any Premium Tax Settlement Class Policy with respect to that Premium Tax Settlement Class Policy shall not be valid, unless the Premium Tax Settlement Class Member owns multiple Premium Tax Settlement Class Policies in their own name on behalf of different principals (including as a securities intermediary or trustee).

D. Objections to Settlement. Any Premium Tax Settlement Class Member who has not filed a written Request for Exclusion for all of his/her/its Premium Tax Settlement Class Policies and who wishes to object to the fairness, reasonableness, or adequacy of this Stipulation or the settlement must present on a timely basis pursuant to the Court's anticipated Preliminary Approval Order the objection in writing, which must be signed by the objector, and must include: (1) the name and civil action number of the case; (2) the objector's name and address; (3) the policy number(s) of the applicable Premium Tax Settlement Class Policy(ies), and a statement that the Person seeking to object is authorized to act on behalf of the Premium Tax Settlement Class Policy, per Section VII.A above; (4) a statement of the legal and factual basis

for the objection; (5) copies of any and all documents on which the objection is based; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Counsel who wishes to appear for any Objector must enter a Notice of Appearance not later than 14 days before the Final Approval Hearing.

E. Premium Tax Settlement Class Members Otherwise Bound. Any Premium Tax Settlement Class Member who does not, in accordance with the terms and conditions of this Settlement Agreement, obtain exclusion from the Premium Tax Settlement Class for a particular Premium Tax Settlement Class Policy, and any Premium Tax Settlement Class Policy as to which exclusion is not obtained, will be bound by all of the terms of this Stipulation with respect to that Policy, including the terms of the Final Order and Judgment to be entered in the Action and the Releases provided for in the Stipulation, and will be barred from bringing any action (or having any action brought on his/her/its behalf) with respect to that Premium Tax Settlement Class Policy against any of the Releasees concerning the Released Claims.

F. No Solicitation of Opt Outs or Objections. The Parties and their counsel agree that the decision to opt out of, or object to, the Premium Tax Settlement should be left to Premium Tax Settlement Class Members. No party or their counsel will solicit or otherwise encourage any other Premium Tax Settlement Class Member to opt out of, or object to, the Premium Tax Settlement.

VIII. CLAIMS ADMINISTRATION

A. Claims Administrator Appointment. As part of the Preliminary Approval Order, the Parties shall seek appointment of the Claims Administrator. The Claims Administrator shall administer the Settlement Agreement, including, but not limited to, executing the Notice

Plan, receiving the Notice List, overseeing the distribution of all Settlement Payments and payment of taxes and Tax Expenses, and such other duties as Class Counsel or the Court may assign, consistent with this Stipulation and the Exhibits hereto. The Claims Administrator shall be subject to the jurisdiction of the Court and shall be required to comply with Prudential's data security requirements in administering this Settlement Agreement.

B. Settlement Website, P.O. Box and Telephone Number. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, the Claims Administrator will create a Settlement Website. The Settlement Website will contain the Notices to the Premium Tax Settlement Class as set forth in Section VI above, Frequently Asked Questions regarding the Settlement Agreement and approval process, and certain non-confidential court filings and orders related to the Settlement, including the Fourth Amended Complaint, the Preliminary Approval motion and supporting papers, the Preliminary Approval Order, and Class Counsel's Motion for a Fee Award and for an Incentive Award to Plaintiffs. The Claims Administrator will also establish a P.O. Box to be identified in the Class Notice and a toll-free interactive voice-response telephone system. The Parties will jointly approve the website content and interactive voice response system.

C. Claims Administrator Recordkeeping. The Claims Administrator shall maintain reasonably detailed records of all of its settlement administration activities under this Settlement Agreement. These records will be made available to Class Counsel and Defendants' Counsel upon reasonable request, including final details with respect to all Premium Tax Settlement Class Members including the identification of all Authorized Claimants and the final details regarding disposition of Settlement payments thereto. All such records shall be maintained for a period of 3 years following the final resolution of the settlement administration, after which they may be

securely disposed of, unless a longer retention period is required by law. The Claims Administrator shall also provide reports and other information to the Court as the Court may require.

D. Supervision of Claims Administrator. Class Counsel shall be responsible for generally supervising the administration of the Settlement subject to such supervision and direction of the Court as may be necessary or as circumstances may require.

E. Provision of Data for Settlement Administration. Defendants agree to provide or cause to be provided all data not previously provided to Class Counsel reasonably necessary for Class Counsel and the Claims Administrator to effectuate the distribution of Class Notice, the implementation of a Court-approved Plan of Allocation, and identification of Authorized Claimants and distribution of payments to Authorized Claimants.

F. Determination of Authorized Claimants. In consultation with the Claims Administrator, Class Counsel shall determine who is an Authorized Claimant and the Settlement Payment amount to be paid to Authorized Claimants in accordance with this Settlement Agreement and the Court-approved Plan of Allocation.

G. No Recourse by Claimant for Determinations Regarding Authorized Claimants. No Premium Tax Settlement Class Member or other Person shall have any claim (i) against Defendants, Prudential, Releasees and/or their respective counsel for any determinations as to who is an Authorized Claimant or the Settlement Payment amount to be paid to Authorized Claimants; (ii) against Plaintiffs, Class Counsel, the Claims Administrator or any other agent designated by Class Counsel for any determinations as to who is an Authorized Claimant or the Settlement Payment amount to be paid to Authorized Claimants, or (iii) against Defendants, Prudential, Releasees and/or their respective counsel, or against Plaintiffs, Class Counsel, the

Claims Administrator or any other agent designated by Class Counsel for any other act or omission of the Claims Administrator, including in the event of a data breach associated with the Claims Administrator.

H. Confidentiality and Use of Information. The Notice List and any and all materials and data provided to or held by Class Counsel and/or the Claims Administrator regarding Policyowners, Premium Tax Settlement Class Policies and/or the Premium Tax Settlement Class shall be used solely for purposes of Claims Administration and shall be maintained by Class Counsel and the Claims Administrator as strictly confidential and not subject to publication, disclosure, dissemination or other use.

I. Establishment of Escrow Account. Class Counsel and the Claims Administrator will establish the Escrow Account, which shall be used to pay: (a) any taxes and Tax Expenses; (b) any Notice and Claims Administration Expenses; (c) any Fee and Expense Award awarded by the Court; (d) any Incentive Award awarded by the Court to the Plaintiffs; and (e) all Settlement Payments to be made to Authorized Claimants. Except as provided herein or pursuant to orders of the Court, all funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills or United States Treasury Notes (or a mutual fund invested solely in instruments backed by the full faith and credit of the United States) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills or Treasury Notes is negative, in lieu of

purchasing such Treasury Bills or Treasury Notes, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All income or gains earned, or any loss incurred, shall be credited to (or debited from) the Escrow Account. Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to investment or other decisions by the Escrow Agent.

J. Qualified Settlement Fund. The Parties agree that the Escrow Account is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1 and that the Claims Administrator, as administrator of the fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Escrow Account. The Claims Administrator shall also be responsible for causing payment to be made from the Escrow Account of any taxes and Tax Expenses owed. The Releasees shall not have any liability or responsibility for any such taxes and Tax Expenses, or any required filings regarding same.

K. Settlement Payments. To assist in ensuring that Settlement Payments are received by Authorized Claimants, the Claims Administrator shall (i) monitor for Settlement Payments to Authorized Claimants that are returned as undeliverable, and (ii) in the event a Settlement Payment is returned as undeliverable, perform a standard skip trace in an effort to ascertain the current address of the Authorized Claimant in question, and (iii) if such an address is ascertained, resend the Settlement Payment to the new address. The Claims Administrator shall monitor Settlement Payments to Authorized Claimants to determine if the Settlement Payment check has been negotiated by the Authorized Claimant within 90 days of issuance of

the check and, if not, send a postcard to the Authorized Claimant inquiring as to the status of the Settlement Payment Check and whether the Authorized Claimant would like a replaced check to be sent to them. The Claims Administrator shall place a stop order on the previous check before sending a replacement check. The Claims Administrator shall place a stop order on all Settlement Payment checks that have not been negotiated by the Authorized Claimant within 180 days of the issuance of the check to each Authorized Claimant. The Court-approved Plan of Allocation will address the further distribution of Settlement Payments not cashed by Authorized Claimants. Within 90 days of the initial mailing of Settlement Payments, the Claims Administrator shall provide Prudential with a list of all Premium Tax Settlement Class Policies for which the Settlement Payment was returned as undeliverable for which a new current address was ascertained, which shall include the new address.

L. If, in the ordinary course of fulfilling its responsibilities in administering this Settlement Agreement, the Administrator learns that a Premium Tax Settlement Class Member and/or insured of a Premium Tax Settlement Class Policy has died, the Administrator shall notify Prudential.

IX. ATTORNEYS' FEES, COSTS AND EXPENSES

A. Application for Fee and Expense Award. Class Counsel intends to file an application to the Court seeking approval of an award of reimbursement of all litigation costs and expenses incurred or to be incurred for the Premium Tax Claims and, also, an award of attorneys' fees and such attorneys' fees sought shall not exceed 33 1/3 percent of the Settlement Amount, all to be paid exclusively from the Escrow Account. Defendants agree not to oppose Class Counsel's motion for the Fee and Expense Award to the extent the motion does not seek amounts in excess of those identified in this paragraph.

B. Payment of Fee and Expense Award. If the Court approves a Fee and Expense Award, the Fee and Expense Award amount shall be payable from the Escrow Account within ten (10) days after the latter of (i) the entry of the Court's Fee and Expense Award, subject to Class Counsel providing all payment routing information and tax I.D. numbers for Class Counsel; and (ii) the Effective Date as set forth at Section XI.A. Payment of the Fee and Expense Award shall be made by the Escrow Agent from the Escrow Account by wire transfer to Class Counsel in accordance with wire instructions to be provided by that firm, and completion of necessary forms, including, but not limited to, W-9 forms.

C. Incentive Award. Class Counsel may apply to the Court for an Incentive Award, in an amount not to exceed \$25,000 for each Plaintiff, payable to Arbuckle Funding and/or Brighton Trustees from the Escrow Account, in recognition of Arbuckle Funding's and/or Brighton Trustee's efforts on behalf of the Premium Tax Settlement Class. Defendants shall take no position with respect to the Incentive Award provided it is consistent with this Settlement Agreement. Payment should be delivered by the Escrow Agent ten (10) business days after the Effective Date. Class Counsel shall be solely responsible for transmittal of the Incentive Award from the Escrow Account to the Plaintiff(s).

D. No Delay or Termination Upon Appeal. Class Counsel shall include a proposed order with its application providing that, for the Fee and Expense Award and the Incentive Award, any appeal of one will not constitute an appeal of the other. No order or proceedings relating to Class Counsel's application, nor any appeal from the Fee and Expense Award or Incentive Award, or reversal or modification thereof, will operate to terminate or cancel this Settlement Agreement or otherwise delay the Final Approval Hearing, Final Order and Judgment, or the Effective Date.

E. No Liability for Any Other Amount or Expense. Neither Defendants nor Prudential nor their current, former and future parents, subsidiaries, affiliates, partners, predecessors, successors and assigns, nor any of their respective past, present and future officers, directors, employees, agents, principals, independent contractors, brokers, representatives, attorneys, heirs, administrators, executors, predecessors, successors and assigns shall be liable for or obligated to pay any fees, expenses, costs or disbursements to, or incur any expense on behalf of, any person, either directly or indirectly, in connection with the Action, this Stipulation, or the settlement, other than the amount or amounts expressly provided for at Section III.A of this Settlement Agreement.

X. FINAL APPROVAL AND FINAL ORDER AND JUDGMENT

A. At or after the Final Approval Hearing, and upon the Court's approval of this Settlement Agreement, the Parties will request from the Court entry of a Final Order and Judgment pursuant to Federal Rule of Civil Procedure 54(b). The Final Order and Judgment will (among other things):

1. Find that the Court has jurisdiction over the subject matter and the Parties to approve this Stipulation and all Exhibits thereto;
2. Approve the Settlement Agreement as fair, reasonable and adequate; direct the Parties and their counsel to comply with and consummate the terms of the Settlement Agreement; and declare the Settlement Agreement to be binding on all Premium Tax Settlement Class Members and Premium Tax Settlement Class Policies and preclusive in all pending and future lawsuits or other proceedings;
3. Certify the Premium Tax Settlement Class for settlement purposes only as follows pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e):

a. All current and former Policyowners of all Premium Tax Settlement Class Policies.

4. Find that the Class Notice and the Notice Plan implemented pursuant to the Settlement Agreement (i) constitute reasonable and the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to apprise Policyowners of the pendency of the Action, their right to object to or exclude themselves from the settlement and to appear at the Final Approval Hearing; (iii) constitute due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of due process, the Federal Rules of Civil Procedure, and the Rules of the Court;

5. Find that Class Counsel and the Plaintiffs adequately represented the Premium Tax Settlement Class for purposes of entering into and implementing the Settlement;

6. Dismiss Counts II and III of the Action on the merits and with prejudice and dismiss the action in its entirety as to Talcott Resolution Life Insurance Company, without fees or costs to any party except as provided in the Settlement and the Stipulation;

7. Incorporate the Release of Claims set forth above in Section IV, and forever discharge the Releasees from any claims or liabilities constituting the Released Claims;

8. Permanently bar and enjoin (i) Plaintiffs, Premium Tax Settlement Class Members who do not execute and timely file a valid Request for Exclusion from the Premium Tax Settlement Class, and all Releasing Parties from filing, commencing, prosecuting, participating or intervening in any lawsuit in any jurisdiction asserting Released Claims, and (ii) all Premium Tax Settlement Class Members from organizing Policyowners into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a

pending complaint to include class allegations, or seeking class certification in a pending action) based on the Released Claims;

9. Protect the confidentiality of all documents, all materials and all data held by the Claims Administrator regarding the Premium Tax Settlement Class Policies, the Premium Tax Settlement Class, and/or the Policyowners; and

10. Retain jurisdiction over the administration of the Settlement Agreement, to supervise the Settlement Relief, to protect and effectuate the Final Order and Judgment, and for any other necessary purpose.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION, MODIFICATION.

A. Effective Date. This Settlement Agreement shall not become effective unless and until each of the following events occurs, and the Effective Date of the Settlement Agreement shall be the date upon which the last (in time) of the following events occurs:

1. The Settlement Agreement has been executed by the Parties and their counsel;

2. The Court has entered the Preliminary Approval Order and has certified the class for settlement purposes;

3. The Court has entered an order finally approving the Settlement Agreement, following Notice to the Premium Tax Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Order and Judgment or an alternative judgment consistent with this Settlement Agreement in all material respects; and

4. The deadline for all appeals therefrom, including any petition for rehearing or reargument, petition for rehearing *en banc* and petitions for *certiorari* or any other

form of review, has expired or been finally disposed of in a manner that affirms the Final Order and Judgment has become final.

B. Termination. The Settlement Agreement may be terminated as follows:

1. If the Court declines to preliminarily or finally approve this Settlement Agreement, or the Court or any appellate court conditions its approval of this Settlement Agreement on any modification of this Settlement Agreement (other than a determination as to the amount of attorneys' fees or an incentive award) that is not acceptable to a Party in its sole judgment and discretion, that Party may terminate the Settlement Agreement by written Notice in accordance with Section XII.T within 20 days after notice of the event prompting termination.

2. If any of the Regulators affirmatively objects to the Settlement Agreement, the Parties shall meet and confer to resolve the objection within 30 days, and if such objection is not withdrawn or resolved on terms acceptable to the Parties within 60 days, Defendants may, within seven (7) days, and in its sole option and discretion, terminate this Agreement by written notice in accordance with Section XII.T.

3. If five percent (5%) or more of the Premium Tax Settlement Class Policies and/or the Premium Tax Settlement Class exclude themselves from the Premium Tax Settlement Class, Defendants at their option and sole discretion may terminate this Settlement Agreement by written notice in accordance with Section XII.T within twenty (20) days after the Objection/Exclusion Deadline.

C. Effect of Termination. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth in Section XI.A or XI.B above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Settlement Agreement, unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed

with the Settlement Agreement or agree to modify the Settlement Agreement to cure the reason for rejection, denial, modification, non-affirmance, alteration or expansion. If this Settlement Agreement is terminated or fails to become effective, any Final Order and Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties, the Escrow Account (including accrued interest thereon), less any Notice or Claims Administration Expenses actually incurred, paid or payable and less any Tax Expenses paid, due or owing, shall be refunded by the Claims Administrator to Prudential based upon written instructions provided by Defendants' Counsel.

XII. REPRESENTATIONS AND WARRANTIES

A. Cooperation. The Parties (a) acknowledge, represent and warrant that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement, to secure final approval, and to defend the Final Order and Judgment through any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Order and Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

B. Final and Complete Resolution. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

C. Representation by Counsel; Agreement Prepared by All Parties. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among them. Because all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

D. No Admissions. Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Settlement Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Stipulation or the settlement:

1. is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Releasees, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claim, the truth of any fact alleged by the Plaintiffs, the

deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Agreement or the Fee and Expense Award or Incentive Award(s), or of any alleged wrongdoing, liability, negligence, or fault of the Releasees, or any of them;

2. is, may be deemed, or shall be used, offered or received against any Releasee, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Releasees, or any of them;

3. is, may be deemed, or shall be used, offered or received against the Releasees, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Releasee(s), or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Stipulation, and any acts performed and/or documents executed in furtherance of or pursuant to this Stipulation and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Releasees may file this Settlement Agreement and/or the Final Order and Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

4. is, may be deemed, or shall be construed against Plaintiffs, the Premium Tax Settlement Class, the Releasing Parties, or each or any of them, or against the Releasees, or

each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

5. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Premium Tax Settlement Class, the Releasing Parties, or each and any of them, or against the Releasees, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

E. Certification for Settlement Purposes Only. The Parties acknowledge that (a) any certification of the Premium Tax Settlement Class as set forth in this Agreement, including certification of the Premium Tax Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Premium Tax Settlement Class definition would be appropriate for a litigation class, nor would Defendants be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Premium Tax Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendants in connection with the Settlement Agreement may be used by Plaintiffs, any person in the Premium Tax Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

F. Settlement and Claims Administration Process Final: No Recourse. No Person shall have any claim against the Plaintiffs, Class Counsel, the Claims Administrator or any other agent designated by Class Counsel, or the Releasees and/or their counsel arising from distributions from the Escrow Account made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Releasees, shall have no liability whatsoever for the investment or distribution of the Escrow Account or the determination, administration, calculation, or payment of any claim or performance or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Escrow Account, or any losses incurred in connection therewith, or for any other act or omission of the Claims Administrator, including in connection with any data breach associated with the Claims Administrator.

G. Headings. The headings used herein are used for the purpose of convenience only and are not meant to have and shall not be given legal effect.

H. Non-Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

I. Exhibits Incorporated. All of the Exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

J. Entire Agreement. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations,

warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of the Parties and approval of the Court; provided however, the Parties may by written agreement effect such amendments and implementing documents (including the Exhibits hereto) without notice to and approval by the Court if such changes (a) are consistent with the Court's Preliminary Approval Order or Final Approval Order and (b) do not unreasonably limit the rights of Premium Tax Settlement Class Members.

K. Each Party Bears Costs. Except as otherwise provided herein, each Party shall bear its own costs.

L. No Assignment. Plaintiffs represent and warrant that they have not assigned any claim or right or interest subject to this Settlement Agreement as against the Releasees to any other Person or Party and that they are each fully entitled to release the same.

M. Authority. Each counsel or other person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

N. Execution. This Settlement Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

O. Binding Upon Successors. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto, the Premium Tax Settlement Class, the Releasing Parties, and the Releasees.

P. Court Retains Exclusive Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement. All Parties, the Premium Tax Settlement Class, the Releasing Parties and the Releasees submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

Q. Applicable Law and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action to enforce this Settlement Agreement, the Preliminary Approval Order or the Final Order and Judgment, shall be commenced and maintained only in the United States District Court for the Southern District of New York.

R. Change of Time Periods. The time periods and dates in this Agreement may be changed by the Court or the Parties written agreement without notice to the Class. The Parties reserve the right to make any reasonable extension of time that might be necessary to carry out any provisions of this Agreement.

S. Publicity. The Parties will negotiate any media releases or statements to the media or any other publication regarding this Action or the Settlement.

T. Notice to Parties. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the Parties by email as follows, with copies to the undersigned counsel:

For Defendants:

Traci Choi
Talcott Financial Group
One American Row
Hartford, CT 06103
Email: traci.choi@talcott.com

For Prudential:

Sandra Hauser
Dentons US LLP
1221 Avenue of the Americas
New York, NY 10023
Email: sandra.hauser@dentons.com

For the Premium Tax Settlement Class:

Steven Sklaver
Susman Godfrey L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Email: ssklaver@susmangodfrey.com

Ryan Kirkpatrick
Susman Godfrey L.L.P.
One Manhattan West, 50th Floor
New York, NY 10001
Email: rkirkpatrick@susmangodfrey.com

AGREED TO BY:

Arbuckle Funding, LLC

By:  _____

Name: Aron Schwartz

Title: CEO

Dated: April 17, 2026

Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Talcott Resolution Life & Annuity Insurance Company

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Talcott Resolution Life Insurance Company

By: _____

Name: _____

Title: _____

Dated: _____, 2026

The Prudential Insurance Company of America

By: _____

Name: _____

Title: _____

Dated: _____, 2026

AGREED TO BY:

Arbuckle Funding, LLC

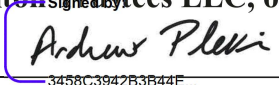
By: _____

Name: _____

Title: _____

Dated: _____, 2026

Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III

By:  _____
3458C3942B3B44E...

Name: Andrew Plevin

Title: Authorized Signer

Dated: April _____, 2026

Talcott Resolution Life & Annuity Insurance Company

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Talcott Resolution Life Insurance Company

By: _____

Name: _____

Title: _____

Dated: _____, 2026

The Prudential Insurance Company of America

By: _____

Name: _____

Title: _____

Dated: _____, 2026

AGREED TO BY:

Arbuckle Funding, LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III

By: _____

Name: _____

Title: _____

Dated: _____, 2026

Talcott Resolution Life & Annuity Insurance Company

By: Sara Atkinson

Name: Sara Atkinson

Title: Plan Administrator

Dated: April 17, 2026

Talcott Resolution Life Insurance Company

By: Sara Atkinson

Name: Sara Atkinson

Title: Plan Administrator

Dated: April 17, 2026

The Prudential Insurance Company of America

By: Sara Atkinson

Name: Sara Atkinson

Title: VP, Individual Life Insurance

Dated: April 17, 2026

Approved as to Form and Content

SUSMAN GODFREY L.L.P.



DENTONS US LLP

WILLKIE, FARR & GALLAGHER LLP

Approved as to Form and Content

SUSMAN GODFREY L.L.P.

DENTONS US LLP



WILLKIE, FARR & GALLAGHER LLP

Approved as to Form and Content

SUSMAN GODFREY L.L.P.

DENTONS US LLP

WILLKIE, FARR & GALLAGHER LLP



EXHIBIT A

LONG-FORM CLASS NOTICE

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

If you own or owned certain life insurance policies issued or owned by a Hartford or Talcott life insurance company that were subject to a Premium Tax Charge, your rights and options may be affected by a class action settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement has been reached in a class action lawsuit called *Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*, Case No. 7:23-cv-07972-CS (S.D.N.Y.) (the “Settlement”).
- Plaintiffs allege that Defendants Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company (collectively, “Defendants”), along with The Prudential Insurance Company of America (“Prudential”) as administrator of the life insurance policies at issue, improperly calculated and applied premium tax charges on certain life insurance policies. Specifically, Plaintiffs claim that Defendants:
 - ✓ Failed to update premium tax rates when policyholders changed their state of residence (“Address Change Issue”);
 - ✓ Failed to properly adjust tax rates when state tax laws changed (“Rate Update Issue”);
 - ✓ Applied a premium tax rate based on Connecticut’s rate for policyholders residing in states with lower statutory premium tax rates than Connecticut, which is the premium tax rate assessed to Defendants under those states’ retaliatory tax laws (“Retaliatory Tax Rate Issue”); and
 - ✓ Charged New York policyholders more than the allegedly applicable statutory rate.
- Defendants and Prudential, as administrator of the relevant policies, deny all allegations (except for certain limited administrative errors that they acknowledged and corrected) and deny any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs, Defendants, and Prudential (together the “Parties”) have agreed to settle.
- If the Court approves the Settlement, Settlement Class Members will be eligible to receive payment from a cash Settlement Fund of **\$11 million**, as further detailed in Question TK. Defendants and Prudential, as the administrator of the relevant policies, have also agreed to make the following important forward-looking changes, including: (1) No longer applying the Connecticut premium tax rate assessed to Defendants for policyholders in states with lower statutory premium tax rates; and (2) Limiting New York premium tax charges to 0.7% (unless the law changes).
- This Settlement is related to premium tax charges only. It does **not** resolve any claims against Defendants related to cost-of-insurance (“COI”) rates.
- You are a Settlement Class Member if you meet the following criteria:
 - ✓ You own or owned a universal life or variable universal life insurance policy issued by Defendants (or their predecessors, including Hartford Life Insurance and Annuity Insurance Company and Hartford Life Insurance Company);
 - ✓ Your policy stated that the premium tax charge depends on your state (or municipality) of residence, and that tax rate will change if your address changes or if the state tax rate changes.
 - ✓ Your policy was subject to at least one of the following:
 - 1) **Address Change Issue** - Your address of record changed for your policy after your policy was issued, **and** the insurer did not properly adjust the premium tax rate to match your new state; OR
 - 2) **Tax Rate Issue** – Your address of record for your policy was Arizona, Connecticut, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina, or Wyoming, **and** the insurer allegedly applied an allegedly incorrect premium tax rate (for example, not updating rates when laws changed or applying a higher rate than allegedly allowed by the policy, for example, assessing a retaliatory tax based on Connecticut’s rate for non-Connecticut policyholders).

Questions? Visit www.PremiumTaxSettlement.com or Call 1-xxx-xxx-xxxx

- ✓ Premiums were paid for your policy during specific time periods (which vary by state and issue as listed in Exhibit B of the Settlement Agreement available at www.PremiumTaxSettlement.com) - generally between 2015 and early 2025.

- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
Do Nothing	• Remain in the Settlement Class • Get certain benefits from the Settlement — Automatically receive a payment in the mail if you are entitled to one • Be bound by the Settlement • Give up your right to sue or continue to sue Defendants for the claims resolved or released in this case	
Ask to be Excluded (“Opt Out”)	• Remove yourself from the Settlement Class • Get no cash payment from the Settlement • Keep your right to sue or continue to sue Defendants, at your own expense, for the claims resolved in this case	Postmarked by Month x, 202x
Object	• Remain in the Settlement Class but tell the Court what you do not like about the Settlement • The purpose of an objection is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement.	Filed and served by Month x, 202x

- These rights and options—and the deadlines to exercise them—are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check www.PremiumTaxSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved, which could take time. Please be patient.

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BASIC INFORMATION**1. Why was this Notice issued?**

Records indicate you may be a Settlement Class Member. You have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

Honorable Cathy Seibel of the United States District Court for the Southern District of New York (the “Court”) is in charge of this case. The case is called *Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*, Case No. 7:23-cv-07972-CS (S.D.N.Y.). The entities who sued are Plaintiffs Arbuckle Funding, LLC and Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III. The companies they sued, Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company, are called the Defendants. The Prudential Insurance Company of America (“Prudential”) as administrator of the life insurance policies at issue, is a party to the Settlement and a responsible entity for certain settlement obligations.

2. What is this lawsuit about?

The lawsuit alleges that Defendants improperly calculated and applied premium tax charges on certain life insurance policies. Premium taxes are similar to sales taxes and states charge certain insurers premium taxes based on the premiums that policyholders pay to insurers.

Retaliatory taxes are taxes that certain states charge insurers from states with higher premium tax rates than that state’s own non-retaliatory statutory premium tax rate. For example, if State A’s premium tax rate is 1% and State B’s premium tax rate is 1.5%, State A might charge a retaliatory tax on an insurer from State B that amounts to State B’s higher premium tax rate (1.5%).

In this lawsuit, Plaintiffs claimed that Defendants:

- ✓ Failed to update premium tax rates when policyholders changed their state of residence (“Address Change Issue”);
- ✓ Failed to properly adjust premium tax rates when state tax laws changed (“Rate Update Issue”);
- ✓ Applied incorrect tax rates in certain states, including by using of retaliatory tax rates (“Retaliatory Tax Rate Issue”); and
- ✓ Charged New York policyholders more than the allegedly applicable statutory rate.

Defendants and Prudential, as the administrator of the relevant policies, deny these allegations (except for certain limited administrative errors they acknowledged and corrected) and deny any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs, Defendants, and Prudential (together the “Parties”) have agreed to settle to avoid the risks, costs, and delays of further litigation, including an appeal, so that people affected will get a chance to receive compensation.

3. Which life insurance policies are affected by the lawsuit?

Certain universal life or variable universal life insurance policies issued by Defendants (or their predecessors) are affected by the lawsuit. The policies include language providing for a premium tax charge as a deduction from premium payments based on the policyowner’s resident state and, where applicable, municipality, at the time of the premium payment. This includes, for example, the following language: “THE PREMIUM TAX PERCENTAGE RATE DEPENDS ON THE RATE ASSESSED BY YOUR STATE OR MUNICIPALITY OF RESIDENCE. IF YOUR STATE OR MUNICIPALITY OF RESIDENCE CHANGES AND/OR IF YOUR STATE OR MUNICIPALITY CHANGES ITS PREMIUM TAX RATE, THE PREMIUM TAX RATE WILL CHANGE TO EQUAL THAT NEW RATE.”

4. What is a class action and who is involved?

In a class action, a person(s) or entity(ies) called a “Class Representative(s)” sues on behalf of all individuals who have a similar claim. Here, Plaintiffs Arbuckle Funding, LLC and Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III represent other eligible policyowners and together they are called the

“Settlement Class” or “Settlement Class Members.” Bringing a case, such as this one, as a class action allows resolution of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who validly exclude themselves from the class.

5. Why is this lawsuit a class action?

In the Court’s Order Preliminarily Approving Class Action Settlement, the Court decided that the Settlement of the Premium Tax Claims against Defendants in this lawsuit can proceed as a class action because, at that point of the lawsuit, it met the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court found that:

- There are numerous Settlement Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representatives’ claims are typical of the claims of the rest of the Settlement Class;
- The Class Representatives and the lawyer representing the Settlement Class will fairly and adequately represent the interests of the Settlement Class;
- A class action would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Settlement Class Members; and
- The Settlement Class is ascertainable because it is defined by identifiable objective criteria.

In certifying the Settlement Class, the Court appointed Susman Godfrey L.L.P. as Class Counsel. For more information, visit the Important Documents page at www.PremiumTaxSettlement.com.

6. Why is there a Settlement?

Defendants and Prudential, as the administer of the relevant policies, deny all allegations (except certain limited administrative errors they acknowledged and corrected) and deny any wrongdoing or liability. The Court has not decided who is right. Instead, the Parties have agreed to settle to avoid the risks, costs, and delays of further litigation. Plaintiffs and Class Counsel think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

THE SETTLEMENT CLASS

7. Am I part of the Settlement Class?

You are a Settlement Class Member if you meet the following criteria:

- ✓ You own or owned a universal life or variable universal life insurance policy issued by Defendants (or their predecessors, including Hartford Life Insurance and Annuity Insurance Company and Hartford Life Insurance Company);
- ✓ Your policy stated that the **premium tax charge** depends on your state (or municipality) of residence, and that tax rate will change if your address changes or if the state tax rate changes.
- ✓ Your policy was subject to at least one of the following:
 - 3) **Address Change Issue** - You updated your address of record after your policy was issued, **and** the insurer did not properly adjust the premium tax rate to match your new state; OR
 - 4) **Tax Rate Issue** - Your policy was associated with Arizona, Connecticut, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina, or Wyoming, **and** the insurer allegedly applied an incorrect premium tax rate (for example, not updating rates when laws changed or applying a higher rate than allegedly allowed by the policy, for example, assessing a premium tax based on Connecticut’s rate for non-Connecticut policyholders pursuant to state retaliatory tax laws).
- ✓ Premium payments were made for your policy during specific time periods (which vary by state and issue as listed in

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Exhibit B of the Settlement Agreement available at www.PremiumTaxSettlement.com) - generally between 2015 and early 2025.

8. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (1) officers or directors of Defendants or Prudential; (2) any judicial officer presiding over the lawsuit and the members of his or her immediate family and judicial staff; (3) anyone employed in Class Counsel's firm; and (4) policyowners who submit a valid and timely Request for Exclusion from the Settlement Class.

9. What if I am still not sure if I am included?

If you are still not sure whether you are a Settlement Class Member, please visit www.PremiumTaxSettlement.com, call the Claims Administrator toll-free at 1-xxx-xxx-xxxx, or write to: X Claims Administrator, c/o JND Legal Administration, P.O. Box X, Seattle, WA 98111.

WHAT SETTLEMENT CLASS MEMBERS GET

10. What does the Settlement provide?

A Settlement Fund of **\$11 million** will be established to resolve the claims. After payment of any court-approved administration expenses, attorneys' fees, expenses (up to one-third of the Settlement Fund), and incentive awards not to exceed \$25,000 to each Plaintiff (see Question 18 below), the Claims Administrator will distribute the remaining amounts (the "Net Settlement Fund") to Settlement Class Members. Payments will generally be based on the amount of any premium tax overcharges, with the goal of reimbursing those amounts pursuant to the Plan of Allocation approved by the Court. No portion of the Settlement Fund will be returned to Defendants or Prudential.

Defendants have also agreed to make the following important forward-looking changes:

- 1) No longer applying the premium tax rate assessed to Defendants for states with lower rates than Connecticut as Defendants' domicile state; and instead applying those states' non-retaliatory statutory premium tax rate, and
- 2) Limiting New York premium tax charges to 0.7% (unless the law changes).

More details are in a document called the Settlement Agreement, which is available at www.PremiumTaxSettlement.com.

11. What am I giving up by staying in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the same claims released in this Settlement. It also means that all the decisions by the Court will bind you.

What does the Release say? If you stay in the Settlement Class, you release (give up) all claims related to the premium tax rates that Defendants charged on your policy. This includes but is not limited to the Address Update Claim, the Rate Update Claim, the Retaliatory Tax Rate Claim, and the New York Claim.

The Release also covers any other claims that arise out of, are based on, or are related to the premium tax rates applied to your policy or any communications about those taxes, whether those claims are known or unknown, suspected or unsuspected, or foreseen or unforeseen. A full description is provided in the Settlement Agreement, which includes the following definition of Released Claims:

JJ. "Released Claims" means, to the fullest extent permitted by law, any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, reimbursements, restitution, attorneys' fees, costs and expenses of any nature whatsoever, whether based on any law (including federal law, state law, local law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or unsuspected, asserted or which could have been asserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, arising out of, based on or related to

Questions? Visit www.PremiumTaxSettlement.com or Call 1-xxx-xxx-xxxx

the Premium Tax Charge Rate applied to any premium payment for any Premium Tax Settlement Class Policy or any representations, notices, communications related thereto or acts that effect such taxes, including without limitation the Address Update Claim, the Statutory Rate Claims (inclusive of the Rate Update Claim and the Retaliatory Tax Rate Claim), the New York Claim, and any other claims asserted or which could have been asserted in the FAC with respect to the Premium Tax Change Language (excluding, for avoidance of doubt, the Excluded Claims).

Class members are deemed to have fully, finally, and forever waived, released, relinquished, discharged, acquitted and dismissed each and every one of the released parties from and against each and every one of the Released Claims, including Unknown Claims .

Who is bound by the Release? All Settlement Class Members who do not exclude themselves from the Settlement (“opt out”), as well as all beneficiaries of policies in the Settlement Class, are bound by the Release. This includes their heirs, executors, estates, administrators, predecessors, successors, and assigns. A full description is provided in the Settlement Agreement’s definition of “Releasing Parties.”

Who is released? The Release applies to Defendants and Prudential, as well as their parents, subsidiaries, affiliates, predecessors, successors, and assigns. It also applies to each of their past, present, and future officers, directors, employees, representatives, attorneys, and agents. A full description is provided in the Settlement Agreement’s definition of “Releasees.”

What is NOT released? The Release does not include the following claims, as described more fully in the Settlement Agreement’s definition of “Excluded Claims”:

- Claims related to cost-of-insurance (“COI”) rates. This Settlement is about premium tax charges only, not COI rates.
- Any claims arising after the Settlement becomes final.
- Your rights to enforce other terms of your policy that are not related to premium tax charges.
- Claims related to any insurance policies you own that are not covered by this Settlement.
- Your right to enforce the terms of the Settlement Agreement.

The complete Release language is set forth in the Settlement Agreement, which is available at www.PremiumTaxSettlement.com.

HOW TO GET A PAYMENT

12. How can I get a payment?

You will automatically receive a settlement check in the mail from JND Legal Administration as the Claims Administrator if you are entitled to one. No claims need to be filed.

13. When will I get my payment?

Payments will be mailed to Settlement Class Members after the Court grants “final approval” of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement or you want to keep the right to sue or continue to sue Defendants on your own about the claims released in the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

14. How do I ask to be excluded?

To exclude yourself (or “opt-out”) of the Settlement, you must complete and mail the Claims Administrator a written request for exclusion. The exclusion request **must** include the following:

Questions? Visit www.PremiumTaxSettlement.com or Call 1-xxx-xxx-xxxx

- The name and civil action number of the case - *Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*, Case No. 7:23-cv-07972-CS-JCM (S.D.N.Y);
- Your or the business's full name and address;
- The policy number(s) to be excluded;
- A statement that you are authorized to act on behalf of the policy;
- A statement that you on behalf of the policy want to be excluded from the Settlement Class for purposes of this Settlement;
- Your signature (or a valid power of attorney signature).

You must mail your exclusion request **postmarked by Month x, 202x** to:

x
c/o JND Legal Administration
P.O. Box x
Seattle, WA 98111

If you own multiple policies that are included in the Settlement Class, you may request to exclude some policies from the Settlement Class while participating in the Settlement Class with respect to other policies. No request for exclusion may be made on behalf of a group of policies owned by different policyowners.

IF YOU DO NOT EXCLUDE YOURSELF BY MONTH X, 202x, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit if it involves a claim that this Settlement resolves. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered in the Action relating to the Settlement.

16. If I exclude myself, can I still get a Settlement payment?

No. You will not get any monetary payment from the Settlement if you exclude yourself.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers as "Class Counsel."

Steven Sklaver
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
ssklaver@susmangodfrey.com

Ryan Kirkpatrick
SUSMAN GODFREY L.L.P.
One Manhattan West, 50th Floor
New York, NY 10001
rkirkpatrick@susmangodfrey.com

18. How will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking approval of an award of reimbursement of all litigation costs and expenses and an award of attorneys' fees not to exceed one-third of the Settlement Fund (or \$3,666,666.67). In addition, Class Counsel may

Questions? Visit www.PremiumTaxSettlement.com or Call 1-xxx-xxx-xxxx

seek an Incentive Award up to \$25,000 for each Plaintiff for their service as the Class Representatives on behalf of the Settlement Class, to be paid from the Settlement Fund. You will not be responsible for direct payment of any of these fees, expenses, or awards.

19. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer. Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT

20. How can I tell the Court if I do not like the Settlement?

Any Settlement Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Settlement Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendants. The written objection **must** include:

- The name and civil action number of the case - *Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*, Case No. 7:23-cv-07972-CS-JCM (S.D.N.Y);
- Your full name and address;
- The affected policy number(s);
- A statement that you are authorized to act on behalf of the policy;
- A statement of the legal and factual basis for the objection;
- Copies of any documents upon which the objection is based; and
- A statement of whether you or your counsel intend to appear at the Final Approval Hearing. If your counsel intends to appear at the Final Approval Hearing, the written objection must state the identity of all attorneys representing you who will appear at the Final Approval Hearing.

Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy served on Class Counsel and Counsel for Defendants by **Month x, 202x** at the following addresses:

Clerk of the Court	
Office of the Clerk United States District Court for the Southern District of New York United States Courthouse 300 Quarropas Street White Plains, NY 10601	
Class Counsel	Counsel for Defendants
Steven G. Sklaver SUSMAN GODFREY LLP 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-6029	Sandra Hauser DENTONS US LLP 1221 Avenue of the Americas New York, NY 10023

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. The purpose of an objection to the Settlement is to persuade the Court **not** to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Class are not bound by the Settlement. Excluding yourself from

the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month x, 202x at x:xx x.m.** ET at the United States District Court for the Southern District of New York, United States Courthouse, 300 Quarropas Street, White Plains, NY 10601. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay and reimburse Class Counsel and any Incentive Award payment to Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

23. Do I have to come to the hearing?

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions described in Question 20 and indicate in your Objection to the Settlement that you or your counsel intend to appear. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendants' Counsel no later than **Month x, 202x**. Counsel who wishes to appear for any Objector must enter a Notice of Appearance not later than 14 days before the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

Those who are eligible to receive a payment from the Settlement do not need to do anything to receive payment. You will automatically receive a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues that arise from the same factual predicate as the claims that are released by this Settlement ever again.

GETTING MORE INFORMATION

26. How can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at www.PremiumTaxSettlement.com. You can also call the Claims Administrator toll-free at **1-xxx-xxx-xxxx**, or write to:

x
c/o JND Legal Administration
P.O. Box **x**
Seattle, WA 98111

PLEASE DO NOT CONTACT THE COURT

Please also do NOT contact Prudential or Talcott about the Settlement or this Notice. If you are a Talcott policyowner and have questions about your policy NOT related to the Settlement, you can direct those questions to Prudential.

Questions? Visit www.PremiumTaxSettlement.com or Call 1-**xxx-xxx-xxxx**

Additional information about the Settlement is available at www.PremiumTaxSettlement.com or by calling or writing JND Legal Administration as the Claim Administrator at the phone number and address listed above.

EXHIBIT B

CLASS PERIODS

EXHIBIT B

“**Class Period**” as defined at Section II.H means:

I. For the **Address Update Claim**, the dates set forth below through February 5, 2025 for premium payments made for Premium Tax Settlement Class Policies while the Policyowner’s Resident State was the state listed below:

September 8, 2020	Alaska, Colorado, Delaware, District of Columbia, Maryland, Mississippi, New Hampshire, North Carolina and South Carolina
September 8, 2019	California, Pennsylvania and Texas
September 8, 2018	Arkansas, Florida, Idaho, Kansas, Nebraska, Oklahoma and Virginia
September 8, 2017	Alabama, Arizona, Connecticut, Georgia, Hawaii, Maine, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New Mexico, New York, North Dakota, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont and Washington
September 8, 2015	Montana
April 1, 2015	Illinois, Indiana, Iowa, Kentucky, Louisiana, Missouri, Rhode Island, West Virginia and Wyoming

II. For the **Statutory Rate Claims**:

A. For the **Rate Update Claim**, the dates set forth below to and through January 29, 2025 for Premium Tax Settlement Class Policies administered on System A and January 17, 2025 for Premium Tax Settlement Class Policies administered on System B for premium payments made for Premium Tax Settlement Class Policies while the Policyowner’s Resident State was the state listed below:

September 8, 2017	Arizona
January 1, 2018	Connecticut and the Retaliatory Tax Rate States
September 8, 2020	District of Columbia

- B.** For the **Retaliatory Tax Rate Claim (including the New York Rate Claim)** the dates set forth below to and through the date of implementation of the changes set forth at Section III. D. of this Stipulation for premium payments made for Premium Tax Settlement Class Policies while the Policyowner's Resident State was the state listed below (or, in the case of Idaho, Kentucky, and Minnesota, the date set forth below to and through January 17, 2025 for policies administered on the PolicyLink system and through January 29, 2025 for policies administered on the LifeComm system):

September 8, 2020	New Hampshire
September 8, 2018	Idaho and Nebraska
September 8, 2017	Michigan, Minnesota, New York, Ohio and Oregon
September 8, 2013	Illinois, Indiana, Iowa, and Wyoming
September 8, 2008	Kentucky

EXHIBIT C

PROPOSED ORDER

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARBUCKLE FUNDING LLC, and
BRIGHTON TRUSTEES LLC, on behalf of
and as Trustee for COOK STREET MASTER
TRUST III, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

TALCOTT RESOLUTION LIFE &
ANNUITY INSURANCE CO. and
TALCOTT RESOLUTION LIFE
INSURANCE CO.,

Defendants.

Case No. 7:23-cv-07972-CS
Hon. Cathy Seibel

**[PROPOSED] ORDER PRELIMINARILY CERTIFYING PREMIUM TAX
SETTLEMENT CLASS AND APPROVING PREMIUM TAX SETTLEMENT CLASS
ACTION SETTLEMENT**

WHEREAS, Plaintiffs Arbuckle Funding LLC (“Arbuckle Funding”) and Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III (“Brighton Trustees,” and together with Arbuckle Funding, “Plaintiffs”) have moved for an order certifying a proposed Premium Tax Settlement Class and preliminarily approving the terms and conditions of the Premium Tax Settlement with Defendants Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company (collectively, “Talcott” or “Defendants”), as set forth in the Stipulation of Settlement and Release (“Premium Tax Settlement Agreement”) that is attached as Exhibit 2 to the Declaration of Ryan C. Kirkpatrick;

WHEREAS, the Premium Tax Settlement Agreement is intended to fully, finally, and forever resolve, discharge, settle, release, and dismiss with prejudice Counts II and III of the Fourth

Amended Complaint (the “FAC”) and the Released Claims as defined therein, upon and subject to the terms and conditions of the Premium Tax Settlement Agreement;

WHEREAS, separate from the Premium Tax Claims, Arbuckle also alleges a distinct breach of contract cause of action against Talcott Resolution Life & Annuity Insurance Company relating to Talcott Resolution Life & Annuity Insurance Company’s assessment of cost of insurance rates in Count I of the FAC (the “COI Claim”);

WHEREAS, Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company have not resolved, and the Premium Tax Settlement Agreement does not resolve, the COI Claim, which remains pending;

WHEREAS, Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company do not make any representations, releases, or admissions concerning the COI Claim in the Premium Tax Settlement Agreement, other than the fact that Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company agree that nothing in the Premium Tax Settlement Agreement should be construed as affecting their rights, obligations, defenses or liabilities concerning the COI Claim;

WHEREAS, the Premium Tax Settlement Agreement shall not be and cannot be used in any way to support the COI Claim or any defense thereto;

WHEREAS, the Motion is unopposed by Defendants;

WHEREAS, this Court having considered the Premium Tax Settlement Agreement and Exhibits annexed thereto, Plaintiffs’ Motion for Preliminary Approval, and all papers filed in support of that Motion;

IT IS HEREBY ORDERED that:

1. The capitalized terms used herein shall have the meanings set forth in the Premium Tax Settlement Agreement, unless otherwise noted.

2. Under Rule 23(e), the Court finds that it will likely be able to certify the following Premium Tax Settlement Class for purposes of judgment on the proposed Settlement: all current and former Policyowners of all Premium Tax Settlement Class Policies. “Policyowners” are defined as “owners of one or more Premium Tax Class Settlement Policies.” “Premium Tax Class Settlement Policies” are defined as “individual universal life or variable universal life insurance policies issued or insured by Defendants, with the subject Premium Tax Change Language, and for which a premium payment subject to one or more of the Premium Tax Claims was made during the Class Period and as described in the Fourth Amended Complaint and (1) for which a new address was registered with Defendants or Prudential after issuance, and which were assessed a Premium Tax Charge Rate in excess of the Statutory Premium Tax Rate assessed by the State associated with the new registered address; or (2) for which an address in Arizona, Connecticut, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina, or Wyoming was registered with Defendants or Prudential.”

3. Excluded from the Premium Tax Settlement Class are: (a) officers or directors of Defendants or Prudential; (b) the Honorable Cathy Seibel, United States District Judge for the Southern District of New York, the Honorable Judith C. McCarthy, United States Magistrate Judge for the Southern District of New York, and any judicial officer to whom this matter may be assigned or referred), including members of the judges’ and judicial officers’ immediate family and judicial staff; (c) anyone employed in Class Counsel’s firm; and (d) Policyowners who properly execute and timely file a Request for Exclusion from the Premium Tax Settlement Class.

4. Pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, the Court finds that giving notice is justified. The Court will direct notice to Premium Tax Settlement Class Members, as specified below, because it finds that it likely will be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court is likely to find that: (i) the Premium Tax Settlement Class is so numerous that joinder is impracticable; (ii) Plaintiffs' claims present common issues that are typical of the Premium Tax Settlement Class; (iii) Plaintiffs and Class Counsel will fairly and adequately represent the Premium Tax Settlement Class; and (iv) common issues predominate over any individual issues affecting the Premium Tax Settlement Class Members. The Court further finds that Plaintiffs' interests are aligned with the interests of all other Premium Tax Settlement Class Members. The Court also finds that resolution of Counts II and III of the FAC on a class basis for purposes of the Settlement is superior to other means of resolution.

5. The Court appoints Plaintiffs as class representatives and Susman Godfrey L.L.P. as Class Counsel for settlement purposes.

6. Under Rule 23(e)(1)(B)(i), 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 Premium Tax Settlement Agreement, including the Released Claims contained therein, as being fair, reasonable, and adequate to the Premium Tax Settlement Class under the relevant factors set forth in Rule 23(e)(2) and *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), subject to the right of any Premium Tax Settlement Class Member to challenge the fairness, reasonableness, or adequacy of the Premium Tax Settlement Agreement and to show cause, if any exists, why a final judgment dismissing Counts II and III of the Action against Defendants and ordering the release of the Released Claims against Releasees should not be entered after due and adequate notice to the Premium Tax Settlement Class as set forth in the Premium Tax Settlement

Agreement and after a Final Approval Hearing. For the avoidance of doubt, this preliminary approval pertains exclusively to the Premium Tax Claims and does not affect, prejudice, or otherwise apply to the Excluded Claims, including the COI Claim, which shall continue to be litigated independently by Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company.

7. The Court finds that the Premium Tax Settlement Agreement was entered into at arm's length by highly experienced counsel and is sufficiently within the range of reasonableness that notice of the Settlement should be given as provided in the Premium Tax Settlement Agreement.

8. The Court finds that the proposed Plan of Allocation, attached as Exhibit 3 to the Kirkpatrick Declaration, is sufficiently fair and reasonable that notice of the Plan of Allocation should be given as provided in the Class Notice.

9. The Court appoints JND as the Claims Administrator. Funds required to pay the Claims Administrator shall be paid from the Escrow Account as they become due as set forth in the Premium Tax Settlement Agreement. The Claims Administrator shall be responsible for receiving requests for exclusion from the Premium Tax Settlement Class Members and performing all duties set forth in the Premium Tax Settlement Agreement.

10. As of the date of this Order, all proceedings in the above-captioned class action relating to Counts II and III of the FAC 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 Premium Tax Settlement Agreement. For the avoidance of doubt, the COI Claim in Count I of the FAC is not stayed by this Order and shall proceed.

11. Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Premium Tax Settlement Class Members through the postcard Class Notice and the long-form Class Notice attached as Exhibit 4 to the Premium Tax Settlement Agreement, and the notice program described in Section VI of the Premium Tax Settlement Agreement. The Court finds that the manner of distribution of the Class Notice constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to the Premium Tax 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.

12. Upon entry of this Order, the parties shall begin implementation of the notice program as outlined in Section VI of the Premium Tax Settlement Agreement. Defendants shall provide last-known addresses of record for the Premium Tax Settlement Class Policies to Settlement Administrator no later than 30 days after Preliminary Approval, and the postcard Class Notice shall be mailed no later than 30 days after receipt of the Notice List.

13. Prior to the mailing of the postcard Class Notice, the Claims Administrator will run the Notice List through the U.S. Postal Service's National Change of Address Database for verification and correction of addresses to attempt to reduce the number of returned mail items. In the case of Class Notices undelivered and returned by the U.S. Postal Service, the Claims Administrator will: (a) re-mail any Class Notice so returned with a forwarding address, and (b) retain a commercial address verification service to attempt to find an address for any returned Class Notice that does not include a forwarding address. The Claims Administrator will re-mail the postcard Class Notice to each person and entity in the Premium Tax Settlement Class for which it or the address research service provides an updated address.

14. A copy of the long-form Class Notice shall also be posted on the Settlement Website (PremiumTaxSettlement.com) to be established and maintained by the Claims Administrator. Any Court-approved changes to the Premium Tax Settlement Agreement, or to any filings made in connection with the Premium Tax Settlement Agreement, may be posted to that website, and by doing so, will be deemed due and sufficient notice to Premium Tax Settlement Class Members in compliance with due process and Rule 23 of the Federal Rules of Civil Procedure.

15. Any Premium Tax Settlement Class Member that has not filed a timely and proper written Request for Exclusion may object to this Settlement by filing a written Statement of Objection with the Court and serving any such Statement of Objection on counsel for the respective Parties (as identified in the Class Notice) no later than 105 days after Preliminary Approval. The objection must include: (a) the name and civil action number of the case, *Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*, Case No. 7:23-cv-07972-CS-JCM (S.D.N.Y.); (b) the objector's name and address; (c) the policy number(s) of the applicable Premium Tax Settlement Class Policy(ies), and a statement that the Person seeking to object is authorized to act on behalf of the Premium Tax Settlement Class Policy, per Section VII.A of the Premium Tax Settlement Agreement; (d) a statement of the legal and factual basis for the objection; (e) copies of any and all documents on which the objection is based; and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). If there are multiple Policyowners with respect to a single Premium Tax Settlement Class Policy (such as spouses), all Premium Tax Settlement Class Members must sign unless the signatory holds and submits a copy of a valid power of attorney to act on behalf of all owners of the Premium Tax

Settlement Class Policy. Any Premium Tax Settlement Class Member who timely files a proper written Statement of Objection may appear at the Final Approval Hearing in support of the objection. Counsel who wishes to appear for any objector must file a notice of appearance with the Clerk of the Court no later than 14 days before the Final Approval Hearing, or any other date required by the Court. A Premium Tax Settlement Class Member who appears at the Final Approval Hearing by counsel or otherwise will be permitted to argue only those matters that were set forth in the written Statement of Objection filed by such Premium Tax Settlement Class Member. No Premium Tax Settlement Class Member will be permitted to raise matters at the Final Approval Hearing that the Premium Tax Settlement Class Member could have raised in such a written Statement of Objection but failed to do so, and any objection to the settlement that is not set forth in such a written Statement of Objection is deemed waived. Any Premium Tax Settlement Class Member who fails to comply with this paragraph will not be permitted to appear at the Final Approval Hearing.

16. Any Premium Tax Settlement Class Member that wishes to be excluded from the Premium Tax Settlement Class must submit to the Claims Administrator a written Request for Exclusion sent by U.S. mail and postmarked no later than 105 days after Preliminary Approval. Requests for Exclusion must include: (a) the name and civil action number of the case, *Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*, Case No. 7:23-cv-07972-CS-JCM (S.D.N.Y.); (b) the full name and address of the person or entity requesting exclusion; (c) the Policy Number of the applicable Premium Tax Settlement Class Policy(ies); (d) a statement that the person or entity seeking exclusion is authorized to act on behalf of the Premium Tax Settlement Class Policy; (e) a signature; and (f) a statement that he, she, or it, on behalf of the Premium Tax Settlement Class Policy associated with them, wishes to be excluded from the

Premium Tax Settlement Class for purposes of this settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, or is not sent by an Authorized Claimant, shall be invalid, and the person(s) or entity(ies) serving such a request and the subject Premium Tax Settlement Class Policy shall be a member(s) of the Premium Tax Settlement Class and shall be bound as a Premium Tax Settlement Class Member by this Agreement, if approved. A Premium Tax Settlement Class Member that owns multiple Premium Tax Settlement Class Policies in their own name on behalf of different principals (including as a securities intermediary or trustee) can opt out for some or all those Policies. Any member of the Premium Tax Settlement Class who validly elects a particular Premium Tax Settlement Class Policy to be excluded from this Agreement shall not, with respect to that Policy: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be signed by each person or entity requesting exclusion, or by a person providing a valid power of attorney to act on behalf of such person or entity. No request for exclusion may be made on behalf of a group of Premium Tax Settlement Class Policies owned by different Policyowners. So-called “mass” opt outs and/or attempts to opt out a “class” shall not be allowed.

17. Every Premium Tax Settlement Class Member that does not file a timely and proper written Request for Exclusion in accordance with this Order will be bound by all subsequent proceedings, orders, and judgments in the Action with respect to the Premium Tax Claims only. A list reflecting all valid Requests for Exclusion shall be filed with the Court, by Class Counsel, prior to the Final Approval Hearing. For the avoidance of doubt, participation or non-participation in

this Settlement shall have no effect on any Premium Tax Settlement Class Member's rights with respect to the COI Claim in Count I of the FAC.

18. If the Claims Administrator determines that a person or entity submitting a Request for Exclusion with respect to a Premium Tax Settlement Class Policy is not the same person or entity reflected in the Notice List, then the Claims Administrator shall require the person or entity submitting the Request for Exclusion to provide proof of ownership of the Policy or Policies in question. If proof of ownership is provided, the Claims Administrator must provide notice to Class Counsel and Defendants' Counsel. The Parties and their Counsel will jointly determine whether sufficient proof of ownership was provided. The Court shall resolve any disputes of ownership or exclusion that cannot be reasonably resolved by the Parties and the Parties' Counsel.

19. The Claims Administrator will maintain the Post Office Box to which Requests for Exclusion are required to be sent, monitor exclusion requests for accuracy and completeness, request any needed clarifications, and provide copies of all such materials to Class Counsel and Defendants' Counsel.

20. The Court hereby schedules a Final Approval Hearing to occur on [date less than 133 days after Preliminary Approval and not less than 60 days after Class Notice is provided]_____, 2026, at _____ before the Honorable Cathy Seibel in the United States District Court for the Southern District of New York, United States Courthouse, 300 Quarropas Street, White Plains, NY 10601, to determine whether (i) the proposed Premium Tax Settlement Class should be certified for settlement purposes; (ii) the proposed Settlement as set forth in the Premium Tax Settlement Agreement should be finally approved as fair, reasonable and adequate under Rule 23(e)(2) and should be approved by the Court; (iii) an order approving the Premium Tax Settlement Agreement and a final judgment should be entered dismissing Counts II and III of

the FAC with prejudice; (iv) an order approving a proposed Plan of Allocation should be entered; and (v) any requested award of attorneys' fees and costs, expenses, and service awards in this matter should be approved. For the avoidance of doubt, the Final Approval Hearing shall concern only the Premium Tax Claims in Counts II and III of the FAC and shall have no bearing on the COI Claim in Count I, which shall continue independently.

21. Plaintiffs' motion for an award of attorney's fees, expenses, and any service awards shall be due no later than 90 days after Preliminary Approval, and Plaintiffs' motion for Final Approval shall be filed no later than 119 days after Preliminary Approval.

22. Neither this Order, the Premium Tax Settlement Agreement, the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Premium Tax Settlement Agreement or Settlement is or may be used as an admission or evidence (i) of the validity of any Released Claims, alleged wrongdoing, or liability of Defendants, Prudential, or any Releasee, or (ii) of any fault or omission of Defendants, Prudential, or any Releasee in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. For the avoidance of doubt, nothing in this Order or the Premium Tax Settlement Agreement shall be construed as an admission by any party with respect to the Excluded Claims, including the COI Claim, or as having any evidentiary effect in connection with the COI Claim.

23. Neither this Order, the Premium Tax Settlement Agreement, the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Premium Tax Settlement Agreement is or may be used as an admission or evidence that the Premium Tax Claims of Plaintiffs or the Premium Tax Settlement Class lacked merit in any proceeding, nor may any aspect of this Settlement be used in connection with the COI Claim, either to support such claim or any defense thereto.

24. Neither this Order, the Premium Tax Settlement Agreement, the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Premium Tax Settlement Agreement is or may be used as a concession that certification of litigation class is appropriate, or that the Premium Tax Settlement Class definition would be appropriate for a litigation class, nor will Defendants be precluded from challenging class certification in further proceedings in the Action or in any other action or proceeding.

25. If the Settlement or the Premium Tax Settlement Agreement fails to be approved, fails to become effective, or otherwise fails to be consummated, is declared void, is terminated, or if there is no Effective Date, then the Parties shall be restored to their respective positions in the Action as of the date of execution of the Premium Tax Settlement Agreement, as if the Premium Tax Settlement Agreement had never been negotiated or executed, with the right to assert in the Action any argument or defense that was available at that time. If the Settlement or the Premium Tax Settlement Agreement fails to be approved, fails to become effective, or otherwise fails to be consummated, is declared void, is terminated, or if there is no Effective Date, then the Claims Administrator shall refund the Settlement Amount to Prudential, together with all earnings thereon, within five (5) business days, less any Notice or Claims Administration Expenses actually incurred, paid or payable and less any Tax Expenses paid, due or owing.

26. The Escrow Account to be established under the Premium Tax Settlement Agreement is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

27. Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Motion for Preliminary Approval is filed with the Court, the Claims Administrator, following approval by Defendants' Counsel, shall cause to be served upon the appropriate State Officials in the District

of Columbia and each U.S. State in which Premium Tax Settlement Class Members reside, and the Attorney General of the United States, notice of the settlement as required by law. The Final Approval Hearing shall be no earlier than ninety (90) days after the CAFA Notice described in this paragraph is provided. The cost of any CAFA Notice is the sole responsibility of Defendants and will not be paid from the Escrow Account, except that up to \$5,000 for CAFA Notice may be paid from Claims Administration Expenses as set forth in the Premium Tax Settlement Agreement.

28. For the avoidance of doubt, and notwithstanding any other provision of this Order: (a) the COI Claim shall continue to be litigated independently and is in no way released, settled, or compromised by this Order or the Premium Tax Settlement Agreement; and (b) Class Counsel's participation and litigation of the COI Claim is not in any way prohibited or restricted by this Order or the Premium Tax Settlement Agreement.

ENTERED this ____ day _____ of ____.

Cathy Seibel
UNITED STATES DISTRICT JUDGE