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, vs. TALCOTT RESOLUTION LIFE AND ANNUITY INSURANCE COMPANY and TALCOTT RESOLUTION LIFE INSURANCE COMPANY, Defendants.	Civil Action No. 7:23-cv-07972-CS

SUPPLEMENTAL DECLARATION OF RYAN C. KIRKPATRICK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL AND CLASS CERTIFICATION

I, Ryan C. Kirkpatrick, hereby declare as follows:

1. I submit this supplemental declaration in support of preliminary approval of the proposed class action settlement in this matter between Plaintiffs, on behalf of themselves and the proposed class, and Defendants Talcott Resolution Life and Annuity Insurance Company and Talcott Resolution Life Insurance Company.

2. I am a partner in the law firm of Susman Godfrey L.L.P. I am a member in good standing of the bar of this Court. I have personal, first-hand knowledge of the matters set forth herein and, if called to testify as a witness, could and would testify competently thereto.

3. On April 20, 2026, Plaintiffs moved for preliminary approval and class certification (ECF No. 120). In support of the Motion, I submitted a declaration accompanied by five exhibits (ECF No. 122) ("Initial Kirkpatrick Declaration").

4. Exhibit 4 to the Initial Kirkpatrick Declaration contained a proposed postcard class notice and a proposed long-form class notice.

5. Pursuant to the Court's May 5 Conference and Order (ECF No. 124), Plaintiffs, with the consent of Defendants, have revised the postcard and long-form class notices.

6. Attached as "Exhibit 4 (Revised)" is a true and correct revised version of the class notices.

7. Attached as "Exhibit 4 (Redline)" is a true and correct document reflecting the changes to the class notices.

8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: May 12, 2026 Respectfully submitted,

<u>/s/ Ryan C. Kirkpatrick</u>
Ryan C. Kirkpatrick
SUSMAN GODFREY L.L.P.
One Manhattan West, 50th Floor
New York, New York 10001
Telephone: 212-336-8330
Facsimile: 212-336-8340
rkirkpatrick@susmangodfrey.com

EXHIBIT 4
(REVISED)

Proposed Class Notice

EXHIBIT 4
(REVISED)

Proposed Class Notice

Long-Form 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 10. 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) **<u>Address Change Issue</u>** - 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) **<u>Tax Rate Issue</u>** – 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).

- ✓ 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.

WHAT THIS NOTICE CONTAINS

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 administrator 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:

1) **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

2) **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 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 be based on the Plan of Allocation approved by the Court.

The Plan of Allocation, available at www.PremiumTaxSettlement.com, reflects the relative strength of each claim, taking into account Defendants' acknowledgments of the Address Update and Rate Update claims and the continued dispute over the Retaliatory Tax Rate claims. Settlement Class Members with Address Update claims and Rate Update claims will receive 100% of any alleged Rate Update and Address Update overcharges, less the proportional share of fees, expenses, and awards associated with those acknowledged claims. The disputed Retaliatory Tax Rate claims will be paid from the remainder of the Net Settlement Fund after payments for the Address Update and Rate Update claims have been calculated, and will receive a lower percentage of the alleged overcharges for that disputed claim.

Settlement Class Members with multiple types of claims will receive a combined payment for all applicable claims, and 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:

"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).

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:

- 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 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:

<table>
<tr><th colspan="2">Clerk of the Court</th></tr>
<tr><td colspan="2">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</td></tr>
<tr><th>Class Counsel</th><th>Counsel for Defendants</th></tr>
<tr><td>Steven G. Sklaver
SUSMAN GODFREY LLP
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067-6029</td><td>Sandra Hauser
DENTONS US LLP
1221 Avenue of the Americas
New York, NY 10023</td></tr>
</table>

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.

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 4
(REVISED)

Proposed Class Notice

Postcard Notice

COURT-APPROVED LEGAL NOTICE

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").

Questions?
Visit www.PremiumTaxSettlement.com
or Call 1-XXX-XXX-XXXX

x
c/o JND Legal Administration
PO Box 9XXXX
Seattle, WA 9XXXX

«MailingBarcode»
Postal Service: Please do not mark barcode

«Name»
«Address1»
«Address2»
«City», «State» «PostalCode»
«Country»

What is this lawsuit about?

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. Defendants 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 agreed to settle.

Who is Included?

Records indicate you may be a Settlement Class Member. You are a Settlement Class Member if:

- ✓ 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 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 by, for example, assessing a retaliatory tax based on Connecticut's rate for non-Connecticut policyholders as the rate assessed to Defendants by those states).
- ✓ 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.

What does the Settlement Provide?

If the Court approves the Settlement, Settlement Class Members will be eligible to receive payment from a cash Settlement Fund of **$11 million** under the Plan of Allocation which reflects the relative strength of each claim. Settlement Class Members with Address Update claims and

Rate Update claims will receive 100% of any alleged Rate Update and Address Update overcharges for those acknowledged claims, less the proportional share of fees, expenses, and awards associated with those claims. The disputed Retaliatory Tax Rate claims will be paid from the remainder of the Net Settlement Fund after payments for the Address Update and Rate Update claims have been calculated, and will receive a lower percentage of the alleged overcharges for that disputed claim. 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). Go to www.PremiumTaxSettlement.com for details.

Your Options.

Do Nothing: If you do nothing, you will remain in the Settlement Class. You will get certain benefits from the Settlement and will automatically get a payment in the mail if you are entitled to one. You will be bound by the Settlement, and you will give up your right to sue or continue to sue Defendants for the claims resolved or released in this case.

Exclude Yourself (Opt Out): If you opt out, you will get no cash payment from the Settlement. But you will keep your right to sue or continue to sue Defendants, at your own expense, for the claims resolved in this case. You must exclude yourself by **Month XX, 202x**.

Object: If you do not exclude yourself, you can tell the Court what you don't like about the Settlement. You will still be bound by the Settlement, if approved. Objections must be filed by **Month XX, 202x**.

Go to www.PremiumTaxSettlement.com for details on how to opt out or file an objection.

The Final Approval Hearing.

The Court will hold a hearing on Month XX, 202x to consider whether to approve the Settlement, an Incentive Award up to $25,000 for each Plaintiff to paid from the Settlement Fund, litigation costs and expenses and an award of attorneys' fees not to exceed one-third of the Settlement Fund ($3,666,666.67), as well as any objections. The Court appointed Susman Godfrey L.L.P. as Class Counsel. You or your attorney may attend the hearing at your own expense, but you are not required to do so.

PLACEHOLDER

More Information.

Complete information about your rights and options, as well as the Long Form Notice and the Settlement Agreement, are available at www.PremiumTaxSettlement.com, or by calling toll free 1-XXX-XXX-XXXX.

Carefully separate this Address Change Form at the perforation

Name: ______________________________________

Current Address: ____________________________

____

____

Unique ID: [JND Unique ID]

Place
Stamp
Here

Address Change Form
To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

x
c/o JND Legal Administration
PO Box 9XXXX
Seattle, WA 9XXXX

EXHIBIT 4
(REDLINE)

Proposed Class Notice

EXHIBIT 4
(REDLINE)

Proposed Class Notice

<u>Long-Form Notice</u>

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 10. 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) **<u>Address Change Issue</u>** - 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) **<u>Tax Rate Issue</u>** – 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).

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

✓ 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.

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

WHAT THIS NOTICE CONTAINS

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

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

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

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.

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

6. Why is there a Settlement?

Defendants and Prudential, as the administrator 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:
  1) **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
  2) **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 Exhibit B of the Settlement Agreement available at www.PremiumTaxSettlement.com) - generally between 2015 and early 2025.

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

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.

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

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 be based on the Plan of Allocation approved by the Court.

Deleted: generally

Deleted: amount of any premium tax overcharges, with the goal of reimbursing those amounts pursuant to the

Deleted: No portion of the Settlement Fund will be returned to Defendants or Prudential.

The Plan of Allocation, available at www.PremiumTaxSettlement.com, reflects the relative strength of each claim, taking into account Defendants' acknowledgments of the Address Update and Rate Update claims and the continued dispute over the Retaliatory Tax Rate claims. Settlement Class Members with Address Update claims and Rate Update claims will receive 100% of any alleged Rate Update and Address Update overcharges, less the proportional share of fees, expenses, and awards associated with those acknowledged claims. The disputed Retaliatory Tax Rate claims will be paid from the remainder of the Net Settlement Fund after payments for the Address Update and Rate Update claims have been calculated, and will receive a lower percentage of the alleged overcharges for that disputed claim.

Settlement Class Members with multiple types of claims will receive a combined payment for all applicable claims, and 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:

Formatted: Justified

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.

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

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:

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

> "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).

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.

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

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

Deleted: x

Formatted: Not Highlight

Formatted: Not Highlight

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:

- 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."

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

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 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:

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

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?

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

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.

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.

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

Deleted: x
Formatted: Not Highlight
Formatted: Not Highlight

EXHIBIT 4
(REDLINE)

Proposed Class Notice

Postcard Notice

COURT-APPROVED LEGAL NOTICE

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").

Questions?
Visit www.PremiumTaxSettlement.com
or Call 1-XXX-XXX-XXXX

x
c/o JND Legal Administration
PO Box 9XXXX
Seattle, WA 9XXXX

«MailingBarcode»
Postal Service: Please do not mark barcode

«Name»
«Address1»
«Address2»
«City», «State» «PostalCode»
«Country»

What is this lawsuit about?

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. Defendants 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 agreed to settle.

Who is Included?

Records indicate you may be a Settlement Class Member. You are a Settlement Class Member if:

- ✓ 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 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 by, for example, assessing a retaliatory tax based on Connecticut's rate for non-Connecticut policyholders as the rate assessed to Defendants by those states).
- ✓ 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.

What does the Settlement Provide?

If the Court approves the Settlement, Settlement Class Members will be eligible to receive payment from a cash Settlement Fund of **$11 million** under the Plan of Allocation which reflects the relative strength of each claim. Settlement Class Members with Address Update claims and

Rate Update claims will receive 100% of any alleged Rate Update and Address Update overcharges for those acknowledged claims, less the proportional share of fees, expenses, and awards associated with those claims. The disputed Retaliatory Tax Rate claims will be paid from the remainder of the Net Settlement Fund after payments for the Address Update and Rate Update claims have been calculated, and will receive a lower percentage of the alleged overcharges for that disputed claim. 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). Go to www.PremiumTaxSettlement.com for details.

Your Options.

Do Nothing: If you do nothing, you will remain in the Settlement Class. You will get certain benefits from the Settlement and will automatically get a payment in the mail if you are entitled to one. You will be bound by the Settlement, and you will give up your right to sue or continue to sue Defendants for the claims resolved or released in this case.

Exclude Yourself (Opt Out): If you opt out, you will get no cash payment from the Settlement. But you will keep your right to sue or continue to sue Defendants, at your own expense, for the claims resolved in this case. You must exclude yourself by **Month XX, 202x**.

Object: If you do not exclude yourself, you can tell the Court what you don't like about the Settlement. You will still be bound by the Settlement, if approved. Objections must be filed by **Month XX, 202x**.

Go to www.PremiumTaxSettlement.com for details on how to opt out or file an objection.

The Final Approval Hearing.

The Court will hold a hearing on Month XX, 202x to consider whether to approve the Settlement, an Incentive Award up to $25,000 for each Plaintiff to paid from the Settlement Fund, litigation costs and expenses and an award of attorneys' fees not to exceed one-third of the Settlement Fund ($3,666,666.67), as well as any objections. The Court appointed Susman Godfrey L.L.P. as Class Counsel. You or your attorney may attend the hearing at your own expense, but you are not required to do so.

PLACEHOLDER

More Information.

Complete information about your rights and options, as well as the Long Form Notice and the Settlement Agreement, are available at www.PremiumTaxSettlement.com, or by calling toll free 1-XXX-XXX-XXXX.

Carefully separate this Address Change Form at the perforation

Name: ______________________________________

Current Address: _____________________________

____

____

Unique ID: [JND Unique ID]

Place Stamp Here

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

x
c/o JND Legal Administration
PO Box 9XXXX
Seattle, WA 9XXXX