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

NOTICE OF PLAINTIFFS' MOTION FOR FINAL APPROVAL AND PREMIUM TAX CLASS CERTIFICATION

PLEASE TAKE NOTICE that, pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Arbuckle Funding, LLC, and Brighton Trustees LLC, on behalf of and as Trustee for Cook Street Master Trust III, each individually and on behalf of the Premium Tax Settlement Class, will move this Court before the Honorable Cathy Seibel, United States District Judge, 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 Final Approval Hearing scheduled for September 24, 2026, for an order pursuant to Federal Rule of Civil Procedure 54(b): (1) granting final approval of the Premium Tax Settlement Agreement and the proposed Plan of Allocation as fair, reasonable, and adequate; and (2) certifying the Premium Tax Settlement Class for settlement purposes.

In support of the Motion, Plaintiffs will rely upon the accompanying Memorandum of Law in Support of Plaintiffs' Motion for Final Approval and Premium Tax Class Certification, the supporting declarations of Ryan C. Kirkpatrick and the Settlement Administrator, the exhibits attached thereto, and other written or oral argument as may be requested or permitted by the Court.

Dated: September 9, 2026

Respectfully submitted,

/s/ Ryan Kirkpatrick

Seth Ard
Ryan C. Kirkpatrick
Zachary B. Savage
Ari S. Ruben
Daniel D. Duhaime
Andrew Nassar
SUSMAN GODFREY L.L.P.
One Manhattan West, 50th Floor
New York, New York 10001
Telephone: 212-336-8330
Facsimile: 212-336-8340
sard@susmangodfrey.com
rkirkpatrick@susmangodfrey.com
zsavage@susmangodfrey.com
aruben@susmangodfrey.com

dduhaime@susmangodfrey.com
anassar@susmangodfrey.com

Steven G. Sklaver (*pro hac vice*)
Glenn C. Bridgman (*pro hac vice*)
Halley W. Josephs
Kimberly C. Page (*pro hac vice*)
Erik L. Wilson
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067-6029
Telephone: 310-789-3100
Facsimile: 310-789-3150
ssklaver@susmangodfrey.com
gbridgman@susmangodfrey.com
kpage@susmangodfrey.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify, that on September 9, 2026, I caused a true and correct copy of the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification to the attorneys of record and is available for viewing and downloading.

/s/ Ryan Kirkpatrick
Ryan C. Kirkpatrick

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

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF PREMIUM TAX SETTLEMENT CLASS ACTION SETTLEMENT, CERTIFYING THE PREMIUM TAX SETTLEMENT CLASS, AND ENTERING FINAL JUDGMENT

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 this Court for final approval of the Premium Tax Settlement Class Action Settlement and entry of final judgment, pursuant to the terms and conditions of the Stipulation of Settlement and Release ("Premium Tax Settlement Agreement") with Defendants Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company (collectively, "Talcott" or "Defendants");

WHEREAS, on May 13, 2026, this Court entered its Order Preliminarily Certifying Premium Tax Settlement Class and Approving Premium Tax Settlement Class Action Settlement (ECF No. 127) (the "Preliminary Approval Order"), which preliminarily approved the Premium

Tax Settlement Agreement, conditionally certified the Premium Tax Settlement Class for settlement purposes, appointed Plaintiffs as Class Representatives and Susman Godfrey L.L.P. as Class Counsel, appointed JND Legal Administration LLC as Claims Administrator, and directed that notice be given to the Premium Tax Settlement Class;

WHEREAS, pursuant to the Preliminary Approval Order, notice of the Premium Tax Settlement Agreement, the Final Approval Hearing, and Premium Tax Settlement Class Members' rights to object to or exclude themselves from the Settlement was disseminated to the Premium Tax Settlement Class in accordance with the Notice Plan, and proof of such notice has been filed with the Court;

WHEREAS, on September 24, 2026, this Court held a Final Approval Hearing to consider whether the Premium Tax Settlement Agreement should be finally approved as fair, reasonable, and adequate, whether the Premium Tax Settlement Class should be finally certified, and related matters;

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 (the Second Claim For Relief and Third Claim For Relief) 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 Plaintiffs' Motion for Final Approval, the Memorandum of Law and declarations submitted in support thereof, oral argument presented at the Final Approval Hearing, and the complete record in this Action;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The capitalized terms used herein shall have the meanings set forth in the Premium Tax Settlement Agreement (Dkt. 122-2), unless otherwise noted.

2. The Court finds that it has jurisdiction over the subject matter of this Action and over all Parties hereto, including all Premium Tax Settlement Class Members, and jurisdiction to approve the Premium Tax Settlement Agreement and all Exhibits thereto.

3. Pursuant to Rule 23(e)(1) and (2) of the Federal Rules of Civil Procedure, the Court finds that the Class Notice and the Notice Plan implemented in accordance with the Preliminary Approval Order and Section VI of the Premium Tax Settlement Agreement (i) constituted

reasonable and the best practicable notice under the circumstances; (ii) were reasonably calculated to apprise Premium Tax Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Final Approval Hearing; (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Rules of this Court, and the due process requirements of the United States Constitution.

4. The Court finds that the Attorney General of the United States and the appropriate state officials have received notice of the Settlement in accordance with the terms of the Class Action Fairness Act, 28 U.S.C. § 1715(b), and that more than ninety (90) days elapsed between service of such notice and the Final Approval Hearing.

5. Pursuant to Rule 23(a), 23(b)(3), and 23(e) of the Federal Rules of Civil Procedure, the Court finally certifies, for settlement purposes only, the following Premium Tax Settlement Class: 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."

6. 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 executed and timely filed a Request for Exclusion from the Premium Tax Settlement Class.

7. Under Rule 23(e)(2), the Court finds that the Premium Tax Settlement Agreement, including the Released Claims contained therein, is fair, reasonable, and adequate to the Premium Tax Settlement Class, and the Court therefore grants final approval to the Settlement as set forth in the Premium Tax Settlement Agreement, directs the Parties and their counsel to comply with and consummate the terms of the Premium Tax Settlement Agreement, and declares the Premium Tax 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 with respect to the Released Claims.

8. In reaching this conclusion, the Court has considered 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), including the complexity, expense, and likely duration of continued litigation of the Premium Tax Claims; the substantial cash and prospective business-practice relief achieved for the Premium Tax Settlement Class; the risks of establishing liability and damages; the arm's-length nature of the negotiations by experienced counsel; the terms of the proposed award of attorney's fees, including

timing of payment; and the reaction of the Premium Tax Settlement Class, as reflected by the fact that the Claims Administrator has received only one timely and valid Request for Exclusion and no objections to the Settlement. There are no side agreements as contemplated by Rule 23(e)(3). For the avoidance of doubt, this final 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.

9. The Court confirms the appointment of Plaintiffs as Class Representatives and Susman Godfrey L.L.P. as Class Counsel for the Premium Tax Settlement Class.

10. The Court finds that Class Counsel and Plaintiffs adequately represented the Premium Tax Settlement Class for purposes of entering into and implementing the Premium Tax Settlement Agreement.

11. The Court finds that the Plan of Allocation described in the Premium Tax Settlement Agreement and the Class Notice, and previously preliminarily approved by the Court, is fair, reasonable, and adequate, and approves its implementation.

12. Consistent with the terms of the Premium Tax Settlement Agreement, Defendants shall cause Prudential to fund, or shall have caused Prudential to fund, the Settlement Fund in the amount of $11,000,000, and following the Effective Date, the Claims Administrator shall distribute the Net Settlement Fund to Authorized Claimants in accordance with the Plan of Allocation.

13. The Release of Claims and Covenant Not To Sue set forth in Section IV of the Premium Tax Settlement Agreement is incorporated herein by reference, and the Releasees are forever discharged from any and all Released Claims, including Unknown Claims, held by Plaintiffs, the Premium Tax Settlement Class, and the Releasing Parties.

14. Plaintiffs, all Premium Tax Settlement Class Members who have not executed and timely filed a valid Request for Exclusion from the Premium Tax Settlement Class, and all Releasing Parties are permanently barred and enjoined from filing, commencing, prosecuting, participating in, or intervening in any lawsuit in any jurisdiction asserting any of the Released Claims, and all Premium Tax Settlement Class Members are permanently barred and enjoined 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.

15. The confidentiality of all documents, materials, and data held by the Claims Administrator regarding the Premium Tax Settlement Class Policies, the Premium Tax Settlement Class, and the Policyowners shall be protected in accordance with the Premium Tax Settlement Agreement.

16. The Escrow Account is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

17. Neither this Order, the Premium Tax Settlement Agreement, the Settlement contained therein or any term or provision therein, nor any act performed, communication made or document executed pursuant to or in furtherance of the Premium Tax Settlement Agreement or Settlement is or may be used, offered or received in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal, or otherwise, as an admission, concession 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, act or omission of Defendants, Prudential, or any Releasee. Nor may any aspect of the Settlement be used, offered or received as an admission, concession or evidence that certification of a litigation class would be appropriate

in this or any other action, and Defendants are not precluded from challenging class certification in any further proceeding in this Action or any other action or proceeding. 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.

18. For the avoidance of doubt, nothing in this Order, the Premium Tax Settlement Agreement, or the Settlement affects, prejudices, or applies to the Excluded Claims, including the COI Claim asserted in Count I of the Fourth Amended Complaint, which shall continue to be litigated independently by Arbuckle Funding and Talcott Resolution Life & Annuity Insurance Company, and the stay of proceedings as to Counts II and III entered by the Preliminary Approval Order is hereby lifted as moot upon the dismissal of those Counts. The COI Claim is not stayed by this Order and shall proceed.

19. The Court retains continuing and exclusive jurisdiction over the administration of the Premium Tax Settlement Agreement, to supervise the Settlement Relief, to protect and effectuate this Order, and for any other necessary purpose.

20. Counts II and III (the Second Claim For Relief and Third Claim For Relief) of the Fourth Amended Complaint are dismissed on the merits and with prejudice pursuant to the Settlement Agreement, Brighton Trustees is dismissed as a Plaintiff for purposes of the ongoing Action, and this Action is dismissed in its entirety as against Talcott Resolution Life Insurance Company, in each case without fees or costs to any party except as otherwise provided in the Premium Tax Settlement Agreement and this Order.

21. The Court finds that there is no just reason for delay in the entry of final judgment as to Counts II and III of the Fourth Amended Complaint and the claims against Talcott Resolution

Life Insurance Company therein, notwithstanding the continued pendency of Arbuckle Funding's COI Claim in Count I, because entry of partial final judgment will expedite distribution of relief under the Premium Tax Settlement Agreement to the Premium Tax Settlement Class Members. Pursuant to Federal Rule of Civil Procedure 54(b), the Court directs entry of final judgment accordingly.

ENTERED this _____ day _____________of _____.

____

Honorable Cathy Seibel
UNITED STATES DISTRICT JUDGE