UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARBUCKLE FUNDING, LLC, and BRIGHTON TRUSTEES LLC, on behalf of and as Trustee for COOK STREET MASTER TRUST III, individually and on behalf of all others similarly situated, Plaintiffs, v. TALCOTT RESOLUTION LIFE AND ANNUITY INSURANCE COMPANY and TALCOTT RESOLUTION LIFE INSURANCE COMPANY, Defendants.	Case No. 7:23-cv-07972-CS

DECLARATION OF LUCAS D. TIMM REGARDING PROOF OF MAILING CLASS NOTICE AND PROOF OF WEBSITE POSTING OF LONG-FORM NOTICE PURSUANT TO THE ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

I, LUCAS D. TIMM, hereby declare as follows:

1. I am a Project Manager at JND Legal Administration ("JND"). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. JND is serving as the Settlement Administrator[1] in the above-captioned litigation ("Action") for the purposes of administering the Stipulation of Settlement and Release ("Settlement Agreement") preliminarily approved by the Court in its Order Preliminarily Certifying Premium Tax Settlement Class and Approving Premium Tax Class Action Settlement ("Preliminary Approval Order"), dated May 13, 2026.

3. This Declaration is being filed to report on the implementation of the notice program.

[1] Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Joint Stipulation and Settlement Agreement.

CAFA NOTICE

4. In compliance with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, JND compiled a CD-ROM containing the following documents:

a. Class Action Complaint, filed September 8, 2023

b. Fourth Amended Class Action Complaint, filed April 6, 2026

c. Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed April 20, 2026

d. Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval, filed April 20, 2026

e. Declaration of Ryan C. Kirkpatrick in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed April 20, 2026

f. Stipulation of Settlement and Release, inclusive of Exhibits, filed April 20, 2026

g. Class Notice (Postcard Notice and Long Form Notice), filed April 20, 2026

h. Proposed Plan of Allocation, filed April 20, 2026

i. Proposed Order Granting Preliminary Approval of Class Action Settlement, filed April 20, 2026

j. Class Data Breakdown

5. The CD-ROM along with a cover letter was mailed to the appropriate Federal and State officials on April 30, 2026. A copy of the cover letter and a list of the Federal and State official recipients is attached hereto as Exhibit A.

CLASS DATA RECEIVED

6. On June 11, 2026, Defendants' Counsel provided JND with two electronic files containing the names, mailing addresses, and policy numbers of individuals identified as potential Settlement Class Members.

7. Prior to mailing the Postcard Class Notices, JND updated addresses using data from the United States Postal Service's National Change of Address ("NCOA") database.[2] The Settlement Class Member data was then promptly loaded into a secure database established for this Action.

DIRECT NOTICE MAILING

8. On July 10, 2026, JND mailed the Court-approved Postcard Class Notice via first-class mail to 56,472 potential Settlement Class Members. A representative copy of the Postcard Class Notice is attached hereto as Exhibit B.

9. As of September 7, 2026, of the 56,472 Postcard Class Notices mailed, 288 were forwarded to updated addresses by the USPS. JND tracked 1,511 Notices that were returned as undeliverable. JND conducted advanced address searches and received updated address information for 547 Class Members. JND re-mailed the Postcard Class Notice to the 547 Class Members, and 7 re-mailed Postcard Class Notices were returned as undeliverable.

CASE WEBSITE

10. On July 8, 2026, JND established a dedicated website for the Action (www.PremiumTaxSettlement.com), which hosts copies of important case documents (including, but not limited to, the Long-form Notice, Fourth Amended Class Action Complaint, Settlement Agreement, and Preliminary Approval Order), answers to frequently asked questions, and includes contact information for the Settlement Administrator. It also provides important information about the Settlement deadlines and gives Settlement Class Members the opportunity to learn more about their options outlined in the Class Notice. A representative sample of the Long-form Class Notice displayed on the website is attached hereto as Exhibit C.

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[2] The NCOA database is the official United States Postal Service ("USPS") technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained in the database for 48 months.

11. As of September 7, 2026, the website has tracked 2,339 unique users and 4,094 page views.

TOLL-FREE NUMBER AND POST OFFICE BOX

12. On July 8, 2026, JND activated a case-specific toll-free number, 1-888-337-0128, for Settlement Class Members to call to obtain information about the Settlement. The telephone line is available 24 hours day, seven (7) days a week.

13. As of September 7, 2026, the toll-free number has received 503 calls.

14. JND also established a dedicated post office box where Class Members may send their exclusion requests.

REQUESTS FOR EXCLUSIONS

15. The Class Notices informed Class Members who wanted to exclude themselves from the Settlement ("opt out") that they must do so by submitting an exclusion request letter to the Settlement Administrator, postmarked on or before August 26, 2026.

16. As of September 7, 2026, JND has received one timely postmarked opt out request.

OBJECTIONS

17. The Class Notices informed Class Members who would like to object to the Settlement may do so by filing a written objection with the Court, filed by August 26, 2026.

18. As of September 7, 2026, JND has not received any objections and is not aware that any objections have been filed.

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

Executed on September 9, 2026, at Seattle, Washington.

Lucas D. Timm

LUCAS D. TIMM

EXHIBIT A

April 30, 2026

United States Attorney General
and the Appropriate Officials
Identified in Attachment A

RE: CAFA Notice of Proposed Class Action Settlement

Dear Sir or Madam:

This Notice is being provided to you in accordance with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715 on behalf of Talcott Resolution Life & Annuity Insurance Company and Talcott Resolution Life Insurance Company, the defendants in the below-referenced class action ("the Action"). Plaintiffs' Motion for Preliminary Approval was filed with the Court on April 20, 2026. As of the date of this Notice, the Court has not scheduled any hearings on the matter. The date of the final fairness/approval hearing, once set, will be posted on the Settlement website, www.PremiumTaxSettlement.com. This proposed Settlement is related to the premium tax charge claims in the Action only. It does not resolve any claims against Defendants related to cost-of-insurance ("COI") rates.

Case Name:	*Arbuckle Funding LLC et al. v. Talcott Resolution Life & Annuity Insurance Company et al.*
Case Number:	23-cv-07972
Jurisdiction:	United States District Court for the Southern District of New York (CS)
Date Settlement filed with Court:	April 20, 2026

Copies of all materials filed in the above-named action are electronically available on the Court's Pacer website found at https://pcl.uscourts.gov. Additionally, in compliance with 28 U.S.C. § 1715(b), the enclosed CD-ROM contains the following documents filed in the Action:

01 - Complaint.pdf
Class Action Complaint, filed September 8, 2023.

02 - Fourth Amended Complaint.pdf
Fourth Amended Class Action Complaint, filed April 6, 2026.

03 - Motion for Preliminary Approval.pdf
Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed April 20, 2026, and attaching

1. **Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval**

2. **Declaration of Ryan C. Kirkpatrick in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement**

3. **Stipulation of Settlement and Release, inclusive of Exhibits**
4. **Class Notice (Postcard Notice and Long Form Notice)**
5. **Proposed Plan of Allocation**
6. **Proposed Order Granting Preliminary Approval of Class Action Settlement**

Pursuant to 28 U.S.C. § 1715 (b)(7), the CD also contains a breakdown approximating the proportionate share of the number of Class Members who reside in each state. The Settlement Class includes approximately 60,000 Class Policies.

It is not feasible to provide the names of class members in each state or the estimated share of the claims of such Class Members. As shown in the breakdown, we anticipate that the Settlement Class is sufficiently numerous as to include Class Members potentially residing in all 50 U.S. states, as well as the District of Columbia and Puerto Rico. The cash Settlement Fund of $11,000,000 (eleven million dollars) will be distributed to Class Members who reside in these jurisdictions in accordance with the proposed Plan of Allocation submitted to the Court for approval.

There are no other settlements or agreements made between Counsel for the parties related to the class defined in the proposed settlement, and as of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.

If you have any questions regarding the details of the case and settlement, please contact Defense Counsel's representative at:

Sandra Hauser
c/o Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020

For questions regarding this Notice, please contact JND at:

JND Class Action Administration
1201 2nd Ave, Suite 3400
Seattle, WA 98101
Phone: 800-207-7160

Regards,

JND Legal Administration

Encl.

Heather Carpenter, Dir.
DCCED Div of Insurance
550 W 7th Ave
Ste 1560
Anchorage, AK 99501-3567

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Alabama Dept of Insurance
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Ste 502
Montgomery, AL 36104

Jimmy Harris, Commr.
Arkansas Insurance Dept
1 Commerce Way
Little Rock, AR 72202

Charles Bassett, Dir.
DIFI
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Phoenix, AZ 85007-2630

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300 Capitol Mall
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Sacramento, CA 95814

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7th Fl
Hartford, CT 06103

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Florida Ofc of Insurance Regulation
J Edwin Larson Bldg
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Tallahassee, FL 32399

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Ofc of Insurance and Safety
Fire Commissioner
2 MLK Jr Dr, West Tower, Ste 702
Atlanta, GA 30334

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DCCA Insurance Division
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Honolulu, HI 96813

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Boise, ID 83702

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Springfield, IL 62767-1000

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Ste 103
Indianapolis, IN 46204

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Topeka, KS 66604

Sharon P. Clark, Commr.
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Frankfort, KY 40601

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Maryland Insurance Administration
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Ste 2700
Baltimore, MD 21202

Robert L. Carey, Supt.
DPFR Bureau of Insurance
76 Northern Avenue
Gardiner, ME 04345

Anita Fox, Director
DIFS
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7th Fl
Lansing, MI 48933

Grace Arnold, Commr.
Minnesota Dept of Commerce
Main Office, Golden Rule Bldg
85 7th Pl E Ste 280
St. Paul, MN 55101

Angela L. Nelson, Director
Missouri DCI
Harry S Truman State Ofc Bldg
301 W High St Rm 530
Jefferson City, MO 65101-1517

Mike Chaney, Commr.
Mississippi Insurance Dept
1001 Woolfolk State Ofc Bldg
501 N West St
Jackson, MS 39201

James Brown, Commr.
of Securities and Insurance
Montana State Auditor
840 Helena Ave
Helena, MT 59601

Mike Causey, Commr.
North Carolina Dept of Insurance
3200 Beechleaf Court
Raleigh, NC 27604

Jon Godfread, Commr.
North Dakota Insurance Dept
State Capitol, 600 E Boulevard Ave
Fifth Floor
Bismarck, ND 58505-0320

Eric Dunning, Director
Nebraska Dept of Insurance
1526 K St
Ste 200
Lincoln, NE 68508

D.J. Bettencourt, Commr.
New Hampshire Insurance Dept
21 S Fruit St
Ste 14
Concord, NH 03301

Susan Ochs, Acting Commr.
NJ Dept of Banking and Insurance
Mary Roebling Bldg
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Trenton, NJ 08608-1206

Alice T. Kane, Superintendent
Ofc of Superintendent of Insurance
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Suite 428
Santa Fe, NM 87501

Ned Gaines, Commr.
Nevada Division of Insurance
Dept of Business and Industry
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Carson City, NV 89706

Kaitlin Asrow, Actg. Superintendent
Dept of Financial Services
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New York, NY 10004-1511

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Ohio Dept of Insurance
50 W Town St
Third Fl Ste 300
Columbus, OH 43215

Glen Mulready, Commr.
Oklahoma Insurance Department
400 NE 50th St
Oklahoma City, OK 73105

TK Keen, Administrator
Division of Financial Regulation
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Room 410
Salem, OR 97301-3883

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Pennsylvania Insurance Dept
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13th Fl
Harrisburg, PA 17120

Elizabeth Kelleher Dwyer
Superintendent, Div of Insurance
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Cranston, RI 02920

Michael Wise, Director
South Carolina Dept of Insurance
Capitol Center
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Columbia, SC 29201

Larry D. Deiter, Director
Dept of Labor and Regulation
Division of Insurance
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Pierre, SD 57501

Carter Lawrence, Commr.
Dept of Commerce and Insurance
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Nashville, TN 37243-0565

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Texas Dept of Insurance
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Utah insurance Dept
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Ste 2300
Taylorsville, UT 84129

Scott A White, Commr.
State Corporation Commission
Bureau of Insurance
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Richmond, VA 23219

Kaj Samsom, Commr.
Dept of Financial Regulation
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3rd Fl
Montpelier, VT 05620-3101

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Madison, WI 53703

Allan L. McVey, Commr.
Ofcs of the Insurance Commissioner
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Charleston, WV 25302

Jeff Rude, Commr.
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Cheyenne, WY 82002-0440

Karima Woods, Commr.
Dept of Insurance, Securities
and Banking
1050 First St NE Ste 801
Washington, DC 20002

Todd Blanche
Office of the U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Ave NW
Washington, DC 20530-0001

Suzette M. Del Valle, Commr.
Oficina del Comisionado de Seguros
Edificio World Plaza 906
268 Ave. Muñoz Rivera
San Juan, PR 00918

EXHIBIT B

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 1-888-337-0128

Talcott Premium Tax Settlement
c/o JND Legal Administration
PO Box 91235
Seattle, WA 98111

Presorted
First-Class Mail
U.S. Postage
PAID
Philadelphia, PA
Permit No. 5634

Electronic Service Requested

Postal Service: Please do not mark barcode

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 **August 26, 2026**.

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 **August 26, 2026**.

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 September 24, 2026 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.

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 1-888-337-0128.

Carefully separate this Address Change Form at the perforation

Place Stamp Here

Name: ____________________________________

Current Address: ____________________________

____

____

Unique ID:

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.

Talcott Premium Tax Settlement
c/o JND Legal Administration
PO Box 91235
Seattle, WA 98111

EXHIBIT C

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) **Address Change Issue** - Your address of record changed for your policy after your policy was issued, **and** the insurer did not properly adjust the premium tax rate to match your new state; OR
    2) **Tax Rate Issue** – Your address of record for your policy was Arizona, Connecticut, the District of Columbia, Idaho, Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Nebraska, New Hampshire, New York, Ohio, Oregon, South Carolina, or Wyoming, **and** the insurer allegedly applied an allegedly incorrect premium tax rate (for example, not updating rates when laws changed or applying a higher rate than allegedly allowed by the policy, for example, assessing a retaliatory tax based on Connecticut's rate for non-Connecticut policyholders).

- ✓ 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 **August 26, 2026**
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 **August 26, 2026**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check www.PremiumTaxSettlement.com regularly for updates and further details.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved, which could take time. Please be patient.

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BASIC INFORMATION

1. Why was this Notice issued?

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

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

2. What is this lawsuit about?

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

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

In this lawsuit, Plaintiffs claimed that Defendants:

- ✓ Failed to update premium tax rates when policyholders changed their state of residence ("Address Change Issue");
- ✓ Failed to properly adjust premium tax rates when state tax laws changed ("Rate Update Issue");
- ✓ Applied incorrect tax rates in certain states, including by using 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 1-888-337-0128, or write to: Talcott Premium Tax Settlement, c/o JND Legal Administration, P.O. Box 91235, 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 August 26, 2026** to:

Talcott Premium Tax Settlement
c/o JND Legal Administration
P.O. Box 91235
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 AUGUST 26, 2026, 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 **August 26, 2026** at the following addresses:

<table>
<tr><th colspan="2">Clerk of the Court</th></tr>
<tr><td colspan="2" align="center">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 September 24, 2026 at 3:00 p.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 August 26, 2026. 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 1-888-337-0128, or write to:

Talcott Premium Tax Settlement
c/o JND Legal Administration
P.O. Box 91235
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.