

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

OSHONYA SPENCER, CHARLES)	
STRICKLAND, and DOUGLAS)	
MCDUFFIE, on behalf of themselves and)	
others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	No. 3:05CV1681
)	(JCH)
THE HARTFORD FINANCIAL SERVICES)	
GROUP, INC., HARTFORD LIFE, INC.,)	
HARTFORD LIFE INSURANCE)	
COMPANY, HARTFORD ACCIDENT)	
AND INDEMNITY COMPANY,)	
HARTFORD CASUALTY INSURANCE)	
COMPANY, HARTFORD INSURANCE)	
COMPANY OF THE MIDWEST and)	
HARTFORD FIRE INSURANCE)	
COMPANY,)	
)	
Defendants.)	August 16, 2008

**MEMORANDUM IN SUPPORT OF
MOTION FOR ORDER AUTHORIZING INCENTIVE AWARD
FOR CLASS REPRESENTATIVES**

INTRODUCTION

The Named Plaintiffs, Oshonya Spencer, Charles Strickland and Douglas McDuffie (collectively "Named Plaintiffs"), each seek an incentive award of \$25,000 to be paid from the common fund of \$72,500,000 that they helped produce for the settlement class. This Court determined, both in its Order of March 10, 2009, certifying the trial class, and in its Preliminary Approval Order of June 7, 2010, certifying the settlement class, that the Named Plaintiffs are adequate class representatives and can serve in that capacity in this case. Each of the Named Plaintiffs has submitted an affidavit in support of this motion, detailing her or his efforts on

behalf of the class and contributions to the excellent result obtained for the class. *See* Exhibits 1-3 hereto. To pursue this case in a representative capacity, the Named Plaintiffs placed the interests of the class ahead of themselves. By proceeding on a class basis, they delayed and risked any potential individual recovery that they could secure through litigation against these defendants. Indeed, this case took years to litigate, with no guarantee of a favorable outcome – or any remuneration to the Named Plaintiffs.

The \$25,000 Class Counsel is seeking on behalf of each Named Plaintiff is in line with incentive payments awarded in other class actions. Further, the total amount of the incentive payments requested for the three Named Plaintiffs collectively, \$75,000, is approximately one-tenth of 1 percent of the common fund their efforts helped to produce. The requested incentive payments, therefore, are reasonable and appropriate when compared to the results produced in this action, both in relation to the total relief provided to the class as well as the substantial relief to the individual class members.

REASONS THE INCENTIVE PAYMENTS SHOULD BE AWARDED

I. COURTS PERMIT INCENTIVE PAYMENTS, WHICH SUPPORT PUBLIC POLICY CONSIDERATIONS.

“Incentive awards are fairly typical in class action cases.” *See Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (citing 4 William B. Rubenstein et al., *Newberg on Class Actions* § 11:38 (4th ed. 2008); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006) (finding twenty-eight percent of settled class actions between 1993 and 2002 included incentive awards to class representatives)). “Numerous courts have authorized incentive awards.” *Hadix v. Johnson*, 322 F.3d 895, 897 (6th Cir. 2003) (citing, among other cases, *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir.), *cert. denied*, 537

U.S. 823 (2002); and *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000)). District courts in the Second Circuit consistently approve incentive awards. *See, e.g., In re Currency Conversion Fee Antitrust Litig.*, 263 F.R.D. 110, 131-32 (S.D.N.Y. 2009); *In re Worldcom, Inc. ERISA Litig.*, No. 02 Civ. 4816 (DLC), 2004 WL 2338151 (S.D.N.Y. 2004); *RMED Int'l, Inc. v. Sloan's Supermarkets, Inc.*, No. 94 Civ. 5587 (PKL), 2003 WL 21136726 (S.D.N.Y. 2003); *Dornberger v. Metropol. Life Ins. Co.*, 203 F.R.D. 118, 124 (S.D.N.Y. 2001); *Golden v. Shulman*, No. CV--85-3624, 1988 WL 144718 (E.D.N.Y. 1988).

Courts that have approved incentive awards “have stressed that incentive awards are efficacious ways of encouraging members of a class to become class representatives and rewarding individual efforts taken on behalf of the class.” *Hadix*, 322 F.3d at 897. “Such awards . . . are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action.” *Rodriguez*, 563 F.3d at 958. Factors that have been looked on with disfavor, such as an incentive payment agreement indicating that the named plaintiffs expected a bounty, a settlement that accords the named plaintiffs preferential treatment or conflicts between the named plaintiffs and the class, are not present here. As all of the Named Plaintiffs state in their Affidavits, they were not promised any special benefits for serving as class representatives beyond those provided to all other class members in this case, and they understood that whether they were granted an incentive award from any potential common fund in this action was completely within the discretion of the Court. *McDuffie Aff.* (Ex. 1) at ¶ 13; *Spencer Aff.* (Ex. 2) at ¶ 13; *Strickland Aff.* (Ex. 3) at ¶ 13.

Incentive awards, moreover, serve important public policies. They encourage people to take on the role of class representative in important cases enforcing consumer and other rights –

as is the situation here – even though their individual recoveries as class members would be small in relation to the effort required and the risks taken. *See, e.g., In re Worldcom*, 2004 WL 2338151, at *11 (“The named plaintiffs have performed an important service to the class and the burden of this commitment deserves to be recognized.”); *RMED Int’l*, 2003 WL 21136726, at *2 (“Incentive awards are given to compensate named plaintiffs for the risk they have incurred by pursuing the class action and the extra effort they have expended.”) (citation omitted); *Golden*, 1988 WL 144718, at *8 (“In addition to the appointment as representative of the class, Golden . . . has been required to respond personally to the discovery requests of defendants, including document production Through his shouldering of these responsibilities, Golden has benefited all of the members of the class. Courts have recognized that name plaintiffs may be rewarded for taking on extra responsibilities of this sort.” (citations omitted)); *In re Linerboard Antitrust Litig.*, No. MDL 1261, 2004 WL 1221350, at *18 (E.D. Pa. June 2, 2004) (“Like the attorneys in this case, the class representatives have conferred benefits on all other class members and they deserve to be compensated accordingly.”) (citation omitted); *Cook*, 142 F.3d at 1016 (“Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit.”) (citation omitted); *In re Plastic Tableware Antitrust Litig.*, No. 94-CV-3564, 1995 WL 723175, at *2 (E.D. Pa. Dec. 4, 1995) (“Payments to class representatives may be considered a form of restitutionary relief within the discretion of the trial court. . . . They may also be treated as a reward for public service and for the conferring of a benefit on the entire class.”) (citations omitted).

Here, the Named Plaintiffs will receive only their pro rata share of the common fund their efforts helped create, unless they receive incentive awards.

II. THE NAMED PLAINTIFFS EXPENDED SUBSTANTIAL EFFORTS AND TOOK PERSONAL RISK OVER AN EXTENDED PERIOD OF TIME.

As detailed in the Spencer, Strickland, and McDuffie Affidavits, each of the Named Plaintiffs has made personal sacrifices that should be compensated. Each accepted the role of class representative, and acted in the best interest of the class and not in his or her own self interest. Each of them put in substantial effort that would have been for naught, if the case had not produced a positive result. Each of them had the courage to take on one of the largest corporations in America and to allege fraud and violations of the Racketeer Influence Corrupt Organization Act (“RICO”). And each of them went the extra mile for the class.

Spencer. Ms. Spencer lives in Ohio. She, like the other Named Plaintiffs, has been involved in this lawsuit since the outset in 2005. She has taken her obligations as class representative seriously and has always acted in the interests of the class. She familiarized herself with the facts and allegations in the case, she had regular contact with class counsel, she assisted class counsel in the factual development of the case, she reviewed the documents that pertained to her own structured settlement, she helped prepare and signed an affidavit in the case, she helped prepare and signed interrogatory answers in the case, she prepared for her deposition in the case, she traveled to West Virginia where she sat for a deposition, she consulted with class counsel regarding settlement, and she was prepared to travel to Connecticut to testify at trial if the matter did not settle. *See generally*, Ex. 2 hereto.

Strickland. Mr. Strickland also signed on as a Named Plaintiff at the outset and has stuck with the case over five long years. He also has taken his obligations as class representative seriously and has performed the same services to the case and the class as Ms. Spencer, with the sole exception that he did not have to travel to his deposition; instead, Mr. Strickland was deposed in Philadelphia, where he lives. *See generally*, Ex. 3 hereto.

McDuffie. Mr. McDuffie, an Oklahoma resident, also signed on as a Named Plaintiff at the outset and remained committed to the case throughout its long duration, despite some special hardships. Mr. McDuffie did three tours of combat duty in Iraq during the litigation period. Yet, he faithfully executed his obligations as class representative (which were the same as Ms. Spencer's and Mr. Strickland's) and even traveled to Connecticut to sit for his deposition. *See* generally, Ex. 1 hereto.

III. THE REQUESTED INCENTIVE AWARDS ARE APPROPRIATE GIVEN THE RESULT IN THIS CASE AND ARE IN LINE WITH AWARDS IN OTHER CASES.

The requested incentive awards are appropriate by several measures.

First, the Named Plaintiffs assisted in and were indispensable towards producing a substantial common fund for the class. This was not an easy case – it was vigorously contested at every stage over a period of five years, and there were real risks that the case would not succeed despite the substantial personal efforts of the Named Plaintiffs. Especially in light of those facts, the requested incentive awards are appropriate when compared to the results produced. Nor do any of the Named Plaintiffs stand to receive substantial recoveries based on their individual claims. On a gross basis (that is, before deduction of attorneys fees, litigation expenses and incentive awards (if any)), the proposed settlement produces slightly more than 4.5 cents on the annuity premium dollar. Ms. Spencer's annuity had a purported cost of \$52,000; Mr. Strickland's annuity had a purported value of \$50,071; and Mr. McDuffie's annuity had a purported cost of \$36,768. The gross share of the settlement attributable to each Named Plaintiff (before deduction of attorneys' fees and pro rata litigation expenses) is, in each case, under \$2,500.

Second, the requested awards of, in the aggregate, \$75,000, are small in relation to the size of the common fund. As noted in the introduction, the requested awards are approximately

0.1% of the fund. That is well within the range of awards approved by courts. *Cf. Roberts v. Texaco, Inc.* 979 F. Supp. 185 (S.D.N.Y. 1997) (incentive awards approved amounting to 0.18% of fund); *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 187 (W.D.N.Y. 2005) (award to sole class representative 8.4% of fund).

Third, the requested awards, \$25,000 for each Named Plaintiff, are in line with awards given in other cases. *Cf. In re Buspirone Antitrust Litig.*, No. MDL 1413, 2003 U.S. Dist. LEXIS 26538, at *12 (S.D.N.Y. Apr. 17, 2003) (\$25,000 to lead plaintiff); *In re Publication Paper Antitrust Litig.*, Nos. 3:04 MD 1631(SRU), 3:05 CV 1267(SRU), 3:05 CV 1339(SRU), 3:05 CV 1358(SRU), 3:05 CV 1381(SRU), 2009 WL 2351724, at *1 (D. Conn. July 30, 2009) (approving \$20,000 incentive award); *Roberts*, 979 F. Supp. at 205 (in discrimination case, approving awards to class representatives totaling \$212,500 divided among six representatives: \$85,000 (x1); \$50,000 (x1); \$25,000 (x3); and \$2,500 (x1)); *Yap v. Sumitomo Corp. of Am.*, No. 88 Civ. 700 (LBS), 1991 WL 29112, at *4 (S.D.N.Y. Feb. 22, 1991) (\$30,000 award); *Fears v. Wilhelmina Model Agency*, No. 02-civ-4911 (HB), 2005 WL 1041134, at *3 (S.D.N.Y. May 5, 2005) (approving awards of \$25,000 for plaintiffs who had been deposed, and \$15,000 for plaintiffs who testified at trial and other class representatives), *vacated in part on other grounds*, *Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423 (2d Cir. 2007); *Meijer, Inc. v. 3M*, Civil Action No. 04-5871, 2006 WL 2382718, at *25 (E.D. Pa. Aug. 14, 2006) (\$25,000 award); *In re Remeron Direct Purchaser Antitrust Litig.*, No. Civ. 03-0085 FSH, 2005 WL 3008808, at *18 (D.N.J. Nov. 9, 2005) (total incentive award of \$60,000 to two named plaintiffs); *In re Remeron End-Payor Antitrust Litig.*, No. Civ. 02-2007 FSH, Civ. 04-5126 FSH, 2005 WL 2230314, at *33 (D.N.J. Sept. 13, 2005) (\$30,000 award); *In re Terazosin Hydrochloride Antitrust Litig.*, No. 99-MDL-1317, 2005 U.S. Dist. LEXIS 43082, at *25-26 (S.D. Fla. Apr. 19,

2005) (\$45,000 to one plaintiff; \$30,000 to the other); *Godshall v. Franklin Mint Co.*, No. 01-CV-6539, 2004 WL 2745890, at *6 (E.D. Pa. Dec. 1, 2004) (\$20,000 to each of the two named plaintiffs from a \$1.125 million settlement fund); *North Shore Hematology-Oncology Associates, P.C. v. Bristol-Myers Squibb Co.*, No. 04-248, slip op. at 5 (D.D.C. Nov. 30, 2004) (\$25,000 award to named plaintiff); *Linerboard*, 2004 WL 1221350, at *18 (\$25,000 to each of five class representatives); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907 (S.D. Ohio 2001) (\$50,000 bonus to plaintiff who was instrumental in bringing lawsuit); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251 (S.D. Ohio 1991) (awarding \$50,000 each to six class representatives, totaling \$300,000 out of a total settlement valued at approximately \$56 million (of which \$32 million was the cash component of the settlement)); *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 300 (N.D. Cal. 1995) (\$50,000 award); *In re Revco Sec. Litig.*, Nos. 851 & 89CV593, 1992 WL 118800 (N.D. Ohio May 6, 1992) (award of \$200,000 appropriate); *In re Dun & Bradstreet Credit Serv. Customer Litig.*, 130 F.R.D. 366, 373-74 (S.D. Ohio 1990) (approving awards from \$35,000 to \$55,000).

CONCLUSION

For the foregoing reasons, the Court should exercise its discretion and award each of the Named Plaintiffs \$25,000 for their efforts as class representatives to be paid from the common fund created by the settlement.

Dated: August 16, 2010

Respectfully submitted,

/s/

David S. Golub (ct00145)
Jonathan M. Levine (ct07584)
SILVER GOLUB & TEITELL LLP
184 Atlantic Street
P.O. Box 389
Stamford, Connecticut 06904
(203) 325-4491 (telephone)
(203) 325-3769 (facsimile)
dgolub@sgtlaw.com
jlevine@sgtlaw.com

Peter R. Kahana (phv0784)
Steven L. Bloch (phv0786)
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, Pennsylvania 19103
(215) 875-3000 (telephone)
(215) 875-4604 (facsimile)
pkahana@bm.net
sbloch@bm.net

Carl S. Kravitz (phv01826)
Ellen D. Marcus (phv08125)
Caroline E. Reynolds (phv 03807)
ZUCKERMAN SPAEDER LLP
1800 M Street, N.W., Suite 1000
Washington, D.C. 20036
(202) 778-1800 (telephone)
(202) 822-8106 (facsimile)
ckravitz@zuckerman.com
emarcus@zuckerman.com

Richard B. Risk, Jr. (phv0785)
RISK LAW FIRM
3417 East 76th Street
Tulsa, Oklahoma 74136
(918) 494-8025 (telephone)
(918) 494-5819 (facsimile)
dick@risklawfirm.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on August 16, 2010, Plaintiffs' Memorandum in Support of Motion for Order Authorizing Incentive Award for Class Representatives was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/

DAVID S. GOLUB ct 00145
SILVER GOLUB & TEITELL LLP
184 ATLANTIC STREET
P.O. BOX 389
STAMFORD, CONNECTICUT 06904
Tel. (203) 325-4491
Fac. (203) 325-3769
dgolub@sgtlaw.com

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

OSHONYA SPENCER,)
CHARLES STRICKLAND and)
DOUGLAS MCDUFFIE, on behalf of)
themselves and all others similarly situated,)
)
Plaintiffs,)

v.)

No. 3:05CV1681 (JCH)

THE HARTFORD FINANCIAL SERVICES)
GROUP, INC., HARTFORD LIFE, INC.,)
HARTFORD LIFE INSURANCE)
COMPANY, HARTFORD ACCIDENT)
AND INDEMNITY COMPANY,)
HARTFORD CASUALTY INSURANCE)
COMPANY, HARTFORD INSURANCE)
COMPANY OF THE MIDWEST and)
HARTFORD FIRE INSURANCE COMPANY,)
)
Defendants.)

AFFIDAVIT OF PLAINTIFF DOUGLAS MCDUFFIE

1. I, Douglas McDuffie, am an adult resident of the State of Oklahoma who was stationed elsewhere during much of this litigation while serving on active duty with the United States Marine Corps, and maintained my Oklahoma resident status pursuant to provisions of the Service Members Civil Relief Act of 2003 (formerly the Soldiers and Sailors Civil Relief Act of 1940, as amended). During the period of this litigation, I was deployed into combat three times in Iraq, which posed some special logistical challenges to my counsel and me. I was honorably discharged from military service and have returned to Oklahoma. I am a named plaintiff and class representative in this action.

2. In or about November 2004, I engaged the services of counsel to prosecute claims on my behalf, along with the claims of a class of similarly situated individuals who entered into structured settlements with Hartford insurers.

3. In selecting counsel, I understood that they had extensive experience in class action litigation, having participated in numerous successful consumer, antitrust and securities class action cases. In addition, I understood that counsel possessed extensive experience and knowledge in structured settlements.

4. Counsel agreed to advance all of the costs required to litigate this action on a contingent basis, and I was not responsible for payment of those costs. Reimbursement of costs, and payment of attorneys' fees, was contingent upon a successful outcome, to be paid pursuant to an order of the Court from the amounts, if any, recovered from the defendants. If no recovery was achieved for the class, counsel would absorb all of the costs of litigating this action, and would receive no attorneys' fees.

5. In the event that this case had not been certified as a class action, counsel also agreed to represent me as an individual plaintiff concerning my claims. Likewise, in that circumstance, I would have had no obligation to pay any fees to counsel or to reimburse them for costs unless they obtained a recovery for me. In the event that I did not prevail, and the Court awarded fees or costs to the defendants, counsel would have been obligated to pay those amounts, as well as our own litigation costs. Had this case not been certified as a class action, but was prosecuted solely as an individual action, I agreed to pay counsel fees in the amount of one-third of any recovery received by me from the defendants.

6. As a class representative, I understood that I represented the interests of all class members who had been affected by the conduct of the defendants. As a class representative, I

understood that the Court would require me to adequately and fairly represent the class, and that this action might take a number of years to litigate, with no guarantee of a favorable outcome for me or any other class members.

7. The fact that counsel undertook to represent my interests as well as those of the class members on a contingent basis, and to advance all costs on my behalf and on behalf of the class members as described above, emphasized to me the importance of my role in this action: to be the best class representative that I could be and to faithfully execute my duties.

8. As a class representative, I committed to becoming generally familiar with this action and the claims asserted on behalf of the class, and the parties who were responsible for the conduct alleged in this action. I read and reviewed various documents, including the complaints, briefs and other submissions filed on behalf of the class, as well as the periodic reports sent to me by counsel so that I could stay informed. In fact, I was kept informed by counsel of all major events during the past five years, so that I could monitor the prosecution of this action and satisfy my duties as a class representative. Though I had no duty personally to investigate the facts or law concerning this case, I hired and relied upon experienced counsel to do so. As evidenced by the results achieved for the class, counsel clearly conducted a thorough investigation, thereby enabling me to fulfill my duties to the class in that regard.

9. Further, in fulfillment of my duties as a class representative, and to assist counsel in developing and preparing this action, I:

- (a) marshaled and reviewed my own structured settlement documents, and engaged in conversations with counsel to review the facts and circumstances surrounding my structured settlement;

(b) prepared, edited and executed an affidavit outlining the facts and events in connection with my structured settlement;

(c) contacted other witnesses on my behalf, including, but not limited to, my former attorney, and, given that I was minor at the time of my structured settlement, my legal guardian and my “next friend” and uncle, all of whom represented and/or counseled me in my structured settlement with the Hartford, to solicit their involvement in this action;

(d) assisted counsel in providing responses to discovery requests and interrogatories posed by the defendants; and

(e) prepared with counsel for deposition, and then traveled to New Haven, Connecticut on October 2, 2007 to submit to an extensive deposition by the defendants.

10. Additionally, I was prepared to attend and testify at the trial of this action, had it not been resolved. Just the burden and pressures of being a named plaintiff and participating as a class representative during the past five years, while not knowing what to expect or what the outcome of the action would be, was, to me, a significant service to the more than 20,000 other members of the class. And, I carried this burden with me during my three deployments to Iraq, adding to the extreme stress of combat. Indeed, I placed the interests of the class ahead of – and delayed and risked – any potential individual recovery that I could secure through litigation against these defendants.

11. I believe that the \$72.5 million settlement obtained by counsel is an exceptional result, and I fully support the approval of the settlement of this action.

12. In addition, I fully support counsel's request for attorneys' fees in the amount of 30% of the gross settlement fund and reimbursement of their costs and expenses. I recognize that counsel expended an enormous amount of time and effort in litigating this case on my behalf and on behalf of the class, with no guarantee or assurance that they would receive any fees or reimbursement of their costs. Counsel's request for fees is reasonable, and actually is less than I believe they deserve for their diligent pursuit of the claims in this action. Further, it is consistent with the fee arrangements in connection with my engagement of counsel as outlined above.

13. I was not promised any special benefits from this action above the benefits that may be obtained for me as a class member, and I have always understood that any incentive award is within the complete discretion of, and subject to the approval of, the Court. I believe that the amount being requested to be paid to me as an incentive award for my services to the class, in addition to my *pro rata* share of the damages recovered, is reasonable. And, I hope that the Court will consider the extent and value of my services to the class and will approve the amount being requested on my behalf.

I hereby declare that I am legally competent to make this affidavit. These statements are based upon personal knowledge as to my own actions and information and belief as to the remainder. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

8/14/10
Date

Douglas McDuffie
Douglas McDuffie

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

OSHONYA SPENCER,
CHARLES STRICKLAND and
DOUGLAS MCDUFFIE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

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COMPANY, HARTFORD INSURANCE
COMPANY OF THE MIDWEST and
HARTFORD FIRE INSURANCE COMPANY,

Defendants.

AFFIDAVIT OF PLAINTIFF OSHONYA SPENCER

1. I, Oshonya Spencer, am an adult resident of Ohio. I am a named plaintiff and class representative in this action.

2. In or about August 2005, I engaged the services of counsel to prosecute claims on my behalf, along with the claims of a class of similarly situated individuals who entered into structured settlements with Hartford insurers.

3. In selecting counsel, I understood that they had extensive experience in class action litigation, having participated in numerous successful consumer, antitrust and securities class action cases. In addition, I understood that counsel possessed extensive experience and knowledge in structured settlements.

4. Counsel agreed to advance all of the costs required to litigate this action on a contingent basis, and I was not responsible for payment of those costs. Reimbursement of costs, and payment of attorneys' fees, was contingent upon a successful outcome, to be paid pursuant to an order of the Court from the amounts, if any, recovered from the defendants. If no recovery was achieved for the class, counsel would absorb all of the costs of litigating this action, and would receive no attorneys' fees.

5. In the event that this case had not been certified as a class action, counsel also agreed to represent me as an individual plaintiff concerning my claims. Likewise, in that circumstance, I would have had no obligation to pay any fees to counsel or to reimburse them for costs unless they obtained a recovery for me. In the event that I did not prevail, and the Court awarded fees or costs to the defendants, counsel would have been obligated to pay those costs (or fees), as well as our own litigation costs. Had this case not been certified as a class action, but was prosecuted solely as an individual action, I agreed to pay counsel fees in the amount of one-third of any recovery received by me from the defendants.

6. As a class representative, I understood that I represented the interests of all class members who had been affected by the conduct of the defendants. As a class representative, I understood that the Court would require me to adequately and fairly represent the class, and that this action might take a number of years to litigate, with no guarantee of a favorable outcome for me or any other class members.

7. The fact that counsel undertook to represent my interests as well as those of the class members on a contingent basis, and to advance all costs on my behalf and on behalf of the class members as described above, emphasized to me the importance of my role in this action: to be the best class representative that I could be and to faithfully execute my duties.

8. As a class representative, I committed to becoming generally familiar with this action and the claims asserted on behalf of the class, and the parties who were responsible for the conduct alleged in this action. I read and reviewed various documents, including the complaints, briefs and other submissions filed on behalf of the class, as well as the periodic reports sent to me by counsel to stay informed. In fact, I was kept informed by counsel of all major events during the past five years, so that I could monitor the prosecution of this action and satisfy my duties as a class representative. Though I had no duty personally to investigate the facts or law concerning this case, I hired and relied upon experienced counsel to do so. As evidenced by the results achieved for the class, counsel clearly conducted a thorough investigation, thereby enabling me to fulfill my duties to the class in that regard.

9. Further, in fulfillment of my duties as a class representative, and to assist counsel in developing and preparing this action, I:

- (a) marshaled and reviewed my own structured settlement documents, and engaged in conversations with counsel to review the facts and circumstances surrounding my structured settlement;
- (b) prepared, edited and executed an affidavit outlining the facts and events in connection with my structured settlement;
- (c) contacted other witnesses on my behalf, including, but not limited to, my former attorney who represented me in my structured settlement with the Hartford, to solicit their involvement in this action;
- (d) assisted counsel in providing responses to discovery requests and interrogatories posed by the defendants; and

(e) prepared with counsel for deposition, and then traveled to West Virginia, the site of my accident, to submit to an extensive deposition by the defendants on September 21, 2007.

10. Additionally, I was prepared to attend and testify at the trial of this action, had it not been resolved. Just the burden and pressures of being a named plaintiff and participating as a class representative during the past five years, while not knowing what to expect or what the outcome of the action would be, was, to me, a significant service to the more than 20,000 other members of the class. Indeed, I placed the interests of the class ahead of – and delayed and risked – any potential individual recovery that I could secure through litigation against these defendants.

11. I believe that the \$72.5 million settlement obtained by counsel is an exceptional result, and I fully support the approval of the settlement of this action.

12. In addition, I fully support counsel's request for attorneys' fees in the amount of 30% of the gross settlement fund and reimbursement of their costs and expenses. I recognize that counsel expended an enormous amount of time and effort in litigating this case on my behalf and on behalf of the class, with no guarantee or assurance that they would receive any fees or reimbursement of their costs. Counsel's request for fees is reasonable, and actually is less than I believe they deserve for their diligent pursuit of the claims in this action. Further, it is consistent with the fee arrangements in connection with my engagement of counsel as outlined above.

13. I was not promised any special benefits from this action above the benefits that may be obtained for me as a class member, and I have always understood that any incentive award is within the complete discretion of, and subject to the approval of, the Court. I believe that the amount being requested to be paid to me as an incentive award for my services to the class, in

addition to my *pro rata* share of the damages recovered, is reasonable. And, I hope that the Court will consider the extent and value of my services to the class and will approve the amount being requested on my behalf.

I hereby declare that I am legally competent to make this affidavit. These statements are based upon personal knowledge as to my own actions and information and belief as to the remainder. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

8-13-2010
Date

Oshonya Spencer
Oshonya Spencer

EXHIBIT 3

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v.

No. 3:05CV1681 (JCH)

THE HARTFORD FINANCIAL SERVICES
GROUP, INC., HARTFORD LIFE, INC.,
HARTFORD LIFE INSURANCE
COMPANY, HARTFORD ACCIDENT
AND INDEMNITY COMPANY,
HARTFORD CASUALTY INSURANCE
COMPANY, HARTFORD INSURANCE
COMPANY OF THE MIDWEST and
HARTFORD FIRE INSURANCE COMPANY,

Defendants.

AFFIDAVIT OF PLAINTIFF CHARLES STRICKLAND

1. I, Charles Strickland, am an adult resident of Pennsylvania. I am a named plaintiff and class representative in this action.

2. In or about August 2005, I engaged the services of counsel to prosecute claims on my behalf, along with the claims of a class of similarly situated individuals who entered into structured settlements with Hartford insurers.

3. In selecting counsel, I understood that they had extensive experience in class action litigation, having participated in numerous successful consumer, antitrust and securities class action cases. In addition, I understood that counsel possessed extensive experience and knowledge in structured settlements.

4. Counsel agreed to advance all of the costs required to litigate this action on a contingent basis, and I was not responsible for payment of those costs. Reimbursement of costs, and payment of attorneys' fees, was contingent upon a successful outcome, to be paid pursuant to an order of the Court from the amounts, if any, recovered from the defendants. If no recovery was achieved for the class, counsel would absorb all of the costs of litigating this action, and would receive no attorneys' fees.

5. In the event that this case had not been certified as a class action, counsel also agreed to represent me as an individual plaintiff concerning my claims. Likewise, in that circumstance, I would have had no obligation to pay any fees to counsel or to reimburse them for costs unless they obtained a recovery for me. In the event that I did not prevail, and the Court awarded fees or costs to the defendants, counsel would have been obligated to pay those costs (or fees), as well as our own litigation costs. Had this case not been certified as a class action, but was prosecuted solely as an individual action, I agreed to pay counsel fees in the amount of one-third of any recovery received by me from the defendants.

6. As a class representative, I understood that I represented the interests of all class members who had been affected by the conduct of the defendants. As a class representative, I understood that the Court would require me to adequately and fairly represent the class, and that this action might take a number of years to litigate, with no guarantee of a favorable outcome for me or any other class members.

7. The fact that counsel undertook to represent my interests as well as those of the class members on a contingent basis, and to advance all costs on my behalf and on behalf of the class members as described above, emphasized to me the importance of my role in this action: to be the best class representative that I could be and to faithfully execute my duties.

8. As a class representative, I committed to becoming generally familiar with this action and the claims asserted on behalf of the class, and the parties who were responsible for the conduct alleged in this action. I read and reviewed various documents, including the complaints, briefs and other submissions filed on behalf of the class, as well as the periodic reports sent to me by counsel to help me stay informed. In fact, I was kept informed by counsel of all major events during the past five years, so that I could monitor the prosecution of this action and satisfy my duties as a class representative. Though I had no duty personally to investigate the facts or law concerning this case, I hired and relied upon experienced counsel to do so. As evidenced by the results achieved for the class, counsel clearly conducted a thorough investigation, thereby enabling me to fulfill my duties to the class in that regard.

9. Further, in fulfillment of my duties as a class representative, and to assist counsel in developing and preparing this action, I:

- (a) marshaled and reviewed my own structured settlement documents, and engaged in conversations with counsel to review the facts and circumstances surrounding my structured settlement;
- (b) prepared, edited and executed an affidavit outlining the facts and events in connection with my structured settlement;
- (c) contacted other witnesses on my behalf, including, but not limited to, my former attorney who represented me in my structured settlement with the Hartford, to solicit their involvement in this action;
- (d) assisted counsel in providing responses to discovery requests and interrogatories posed by the defendants; and

(e) prepared with counsel for deposition, and then submitted to an extensive deposition by the defendants on September 19, 2007.

10. Additionally, I was prepared to attend and testify at the trial of this action, had it not been resolved. Just the burden and pressures of being a named plaintiff and participating as a class representative during the past five years, while not knowing what to expect or what the outcome of the action would be, was, to me, a significant service to the more than 20,000 other members of the class. Indeed, I placed the interests of the class ahead of – and delayed and risked – any potential individual recovery that I could secure through litigation against these defendants.

11. I believe that the \$72.5 million settlement obtained by counsel is an exceptional result, and I fully support the approval of the settlement of this action.

12. In addition, I fully support counsel's request for attorneys' fees in the amount of 30% of the gross settlement fund and reimbursement of their costs and expenses. I recognize that counsel expended an enormous amount of time and effort in litigating this case on my behalf and on behalf of the class, with no guarantee or assurance that they would receive any fees or reimbursement of their costs. Counsel's request for fees is reasonable, and actually is less than I believe they deserve for their diligent pursuit of the claims in this action. Further, it is consistent with the fee arrangements in connection with my engagement of counsel as outlined above.

13. I was not promised any special benefits from this action above the benefits that may be obtained for me as a class member, and I have always understood that any incentive award is within the complete discretion of, and subject to the approval of, the Court. I believe that the amount being requested to be paid to me as an incentive award for my services to the class, in addition to my *pro rata* share of the damages recovered, is reasonable. And, I hope that the

Court will consider the extent and value of my services to the class and will approve the amount being requested on my behalf.

I hereby declare that I am legally competent to make this affidavit. These statements are based upon personal knowledge as to my own actions and information and belief as to the remainder. I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

8/13/10
Date

Charles Strickland
Charles Strickland