

**United States District Court
for the District of Connecticut**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you settled a personal injury or worker’s compensation claim with Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Insurance Company of The Midwest, or Hartford Fire Insurance Company, or some other Hartford property & casualty insurance company, and some or all of your settlement was paid with a structured settlement,

You Could Get a Payment From a Proposed Class Action Settlement.

A federal court authorized this notice. It is not a solicitation from a lawyer. You are not being sued.

- You may have recently received a notice alerting you to the existence of a Class Action Lawsuit (the “Lawsuit”) involving the Hartford Financial Services Group, Inc. (“HFSG”) and certain of its subsidiaries¹ (collectively, the “Defendants”). The Lawsuit claims that the Defendants committed fraud and violated federal racketeering laws in connection with “structured settlements” of personal injury and worker’s compensation claims. The Hartford denies that it did anything wrong, but it has agreed to settle the Lawsuit in order to avoid the expense and inconvenience of litigation.
- This additional Notice is to inform you that the Court has preliminarily approved the proposed settlement of the Lawsuit (the “Proposed Settlement”) between Defendants and a Settlement Class. The Proposed Settlement, if finally approved by the Court, will provide for payment of \$72.5 million (seventy-two million five hundred thousand dollars) into an escrow account (the “Settlement Fund”).
- Unless you previously excluded yourself from this class action, this Proposed Settlement, if approved, will affect you. According to The Hartford’s records, you settled a personal injury or worker’s compensation claim with one of its property and casualty companies (“Hartford P&C”) between January 1, 1997 and the present and were paid in whole or in part with a structured settlement.
- If the Proposed Settlement is approved and you did not previously exclude yourself from this class action, you will receive a significant sum of money. You do not have to do anything at this time to receive your payment.
- You do, however, have different rights and options under the Proposed Settlement.

**Your rights and options – and the deadlines to exercise them – are explained in this Notice.
Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
You May:	Result	Deadline
Do Nothing No Action Is Necessary Now To Receive Payment	You are eligible to receive a payment under the proposed settlement.	N/A
Object	Write to the Court about what you do not like about the Proposed Settlement. You must be in the Settlement Class to object.	Postmarked on or before September 7, 2010.
Go to a Hearing	Ask to speak in Court about the fairness of the Proposed Settlement. You must be in the Settlement Class to appear in Court.	Postmarked on or before September 7, 2010.

¹ In addition to HFSG, the “Defendants” include Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Insurance Company of The Midwest and Hartford Fire Insurance Company (collectively, “Hartford P&C” companies), and Hartford Life, Inc. and Hartford Life Insurance Company (together, “Hartford Life”).

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because the Defendants’ records indicate that you are a Settlement Class Member. If you are a Settlement Class Member, you will be entitled to a payment unless you excluded yourself previously.

The Court said that you should be sent this Notice because you have the right to know about this class action lawsuit and how it may affect you. The Court has not approved the Proposed Settlement yet. If the Court approves the Proposed Settlement and resolves any objections or appeals, an administrator (the “Claims Administrator”) will make payments to Settlement Class Members.

2. Why is this Lawsuit a class action?

In a class action, one or more persons called “Class Representatives” sue on behalf of other persons with similar claims. In this case, there are three Class Representatives: Oshonya Spencer, Charles Strickland, and Douglas McDuffie. The Class Representatives and the persons on whose behalf they have sued are together a “Class” or “Class Members.” They are also called the Plaintiffs.

The companies that have been sued are called the Defendants. In this case, there are seven Defendants: 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.

In a class action lawsuit, one court resolves the issues for everyone in the Class.

The Court has decided that this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court has found that:

- There are likely thousands of members of the Class with common legal or factual issues relating to the claims in this case.
- The claims of the Class Representatives are typical of the claims of the rest of the Class.
- The Class Representatives and the lawyers representing the Class will fairly and adequately protect the Class's interests.
- The common legal questions and facts are more important than questions affecting only individual members of the Class, and this class action will be more efficient than individual lawsuits.

The class action is known as *Spencer, et al. v. The Hartford Financial Services Group, Inc., et al.*, Civ. No. 3:05-cv-1681 (JCH). Judge Janet C. Hall of the United States District Court for the District of Connecticut is overseeing this class action.

3. What is this Lawsuit about?

The lawsuit alleges that Defendants committed fraud in connection with the payment of structured settlements that were part of settlements of personal injury and worker's compensation claims brought against persons or entities insured by Hartford P&C companies. The lawsuit alleges that the Defendants defrauded class members out of the full amount of the structured settlements the Hartford P&C companies agreed to pay by providing class members with structured settlements worth 15% less than their promised cost or value, and fraudulently retaining the 15% for themselves. The lawsuit alleges that Defendants violated the federal Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1962(c) and 1962(d), and committed fraud under state laws, and seeks damages representing three times the amount that the Defendants wrongfully retained as a result of the alleged conduct, plus interest, attorneys' fees and costs.

4. What do the Defendants say about the Lawsuit?

The Defendants deny that they did anything wrong and deny that they are liable for damages to any Plaintiff or member of the class. The Defendants contend that all persons who accepted structured settlements received all the benefits they were promised, that the cost and value of those benefits were accurately represented, that Defendants did not wrongfully retain 15% or any other amounts owed to the Plaintiffs, and that the Plaintiffs did not suffer any damages.

5. Why is there a Proposed Settlement?

Both sides believe their claims or defenses would have won in this Lawsuit. Both sides agreed to settle the Lawsuit before the Court decided who would win, in order to avoid the risk, delay and expense of continuing the litigation. This way, if the Proposed Settlement is finally approved by the Court, Settlement Class Members will be eligible to receive compensation without a trial.

The Class Representatives, on their own behalf and on behalf of all Settlement Class Members, have entered into a Proposed Settlement with the Defendants. The Court has preliminarily approved this Proposed Settlement. The Class Representatives and Class Counsel think the Proposed Settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Proposed Settlement, your rights and obligations under the Proposed Settlement, and the process by which the Court will determine whether or not to finally approve the Proposed Settlement.

6. What does it mean if I am a Settlement Class Member?

If you are a Settlement Class Member, and did not previously exclude yourself, the decisions made by the Court in this Lawsuit will apply to you. If the Court approves the Proposed Settlement, you cannot sue any of the Defendants on your own for the claims in this Lawsuit and/or the Released Claims (defined in Appendix A). It also means that you will be eligible for a payment under the Proposed Settlement.

7. Can I file my own lawsuit or demand?

No, unless you previously excluded yourself from this Lawsuit. As part of the Court's preliminary approval of the Proposed Settlement entered on June 7, 2010, the Court entered an injunction/stay order that prohibits other lawsuits for the claims made in this Lawsuit.

WHO IS COVERED BY THE PROPOSED CLASS ACTION SETTLEMENT?

8. Am I part of the Settlement Class?

IMPORTANT: The Court's definition of the Class controls whether or not you are a Settlement Class Member.

You are a Settlement Class Member and eligible for a Settlement Payment if:

- You entered into a settlement with one of the Hartford P&C companies between 1997 and the present in which some or all of the settlement amount was to be paid as a structured settlement funded with an annuity from Hartford Life, AND you received a written representation that made explicit or implicit reference to the "cost" or "value" of the settlement or portion of the settlement being structured or the "cost" or "value" of an annuity being used to fund the structure.

THE TERMS OF THE PROPOSED CLASS ACTION SETTLEMENT

9. What does the Proposed Settlement provide?

Under the terms of the Proposed Settlement, Defendants will place \$72.5 million into a Gross Settlement Fund. The costs of administering the settlement, plus attorneys' fees and litigation expenses, and Court-approved payments to the Class Representatives, will be paid out of the Gross Settlement Fund. The remainder, the Net Settlement Fund, will be distributed to the Settlement Class Members through the process described in Questions 11-13.

10. Will the Proposed Settlement affect my existing Structured Settlement payments?

No. This Proposed Settlement does not affect your original settlement agreement with a Hartford P&C Company in any way. It will not change the amount or timing of your payments under your structured settlement. Hartford Life will continue to have the obligation to make any outstanding structured settlement payments.

THE CLAIMS DISTRIBUTION PROCESS

11. How will the Proposed Settlement be distributed to the Settlement Class Members?

Under the terms of the Proposed Settlement, Defendants will pay \$72.5 million into a Gross Settlement Fund. The costs of administering the settlement, plus attorneys' fees and litigation expenses, and Court-approved payments to the Class Representatives, will be paid out of the Gross Settlement Fund. The remainder, the Net Settlement Fund, will be distributed on a "pro rata" basis to all qualified Settlement Class Members. A "pro rata" distribution means that each Settlement Class Member will receive a share of the Net Settlement Fund that is proportional to the size of his or her structured settlement annuity, as measured by the premium paid for the annuity.

12. How much will my payment be?

Your share of the Net Settlement Fund will depend upon the size of your structured settlement, which is determined by the premium used to purchase the annuity funding your structured settlement. Those whose settlements were funded by larger annuities will get more money than those whose settlements were funded by smaller annuities. Each Settlement Class Member's proportional, pro rata recovery will be determined using a Court-approved Plan of Allocation. You are not responsible for calculating the amount you may be entitled to receive under the Settlement. This calculation will be done by the Claims Administrator as part of the implementation of the Settlement.

Money from the Proposed Settlement will only be distributed to Settlement Class Members if the Court grants final approval of the Proposed Settlement.

13. When will I get my payment?

Payment is conditioned on several matters, including the Court's approval of the Proposed Settlement and such approval being final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the Net Settlement Fund will be allocated to Class Members on a pro rata basis pursuant to the Plan of Allocation as soon as possible after final approval has been obtained for the Settlement. Any appeal of the final approval could take several years. Any interest that accrues on the Settlement Fund after final approval will be included, pro rata, in the amount paid to the Class Members after the payment of costs, expenses and attorneys' fees. The Proposed Settlement may be terminated on several grounds, including if the Court does not approve or materially modifies the Settlement. Should the Proposed Settlement be terminated, the Lawsuit will proceed as if the Proposed Settlement had not been reached.

RELEASE OF RIGHTS AND DISMISSAL OF THE LAWSUIT

14. What am I giving up if the settlement is approved and I did not previously exclude myself from this Lawsuit?

If the Proposed Settlement is approved, the Lawsuit will be dismissed with prejudice. This means that the Lawsuit cannot be re-filed. As a result, all members of the Settlement Class give up all the claims covered in this Lawsuit and Settlement against the Defendants. This means you are releasing the Defendants, and you will be bound by that release. You cannot sue any of the Defendants for the same claims.

This also means that your heirs, beneficiaries, agents or anyone who legally represents you, now or in the future, also give up their claims as covered in this Lawsuit and Settlement. They cannot sue any of the Defendants for these claims.

IMPORTANT: The full Release, attached as Appendix A to this Notice, will control your legal rights. You should read it very carefully, and contact the Claims Administrator or Class Counsel if you have any questions.

If you are a Settlement Class Member you will be bound by the Proposed Settlement, including the Release and dismissal with prejudice.

RESTORING YOUR RIGHTS TO PARTICIPATE IN THE PROPOSED SETTLEMENT

15. What if I previously excluded myself from the Class, but now I would like to receive money from the Proposed Settlement?

The Court has decided that anyone who previously excluded him or herself from the Class will now have the opportunity to “opt in” to or rejoin the Settlement Class. In order to rejoin the Settlement Class, you must send a letter by First-Class U.S. mail saying that you previously excluded yourself from *Spencer, et al. v. Hartford Financial Services Group, Inc., et al.* and that you now want to be included in the Settlement Class. Be sure to include your full name, address, telephone number, and your signature. You must mail your opt-in request postmarked on or before September 7, 2010 to, *Spencer v. The Hartford Financial Services Group, Inc., c/o The Garden City Group, Inc., P.O. Box 9349, Dublin, OH 43017-4249.*

If you did not previously opt-out of the class, you do not need to send an opt-in request to the Claims Administrator. You are a Settlement Class Member and do not have to do anything to receive your payment if the settlement is approved.

OBJECTING TO THE PROPOSED SETTLEMENT

16. How do I object to the Proposed Settlement?

As a Settlement Class Member, you may object to any aspect of the Proposed Settlement, including:

- Final certification of the Settlement Class.
- The fairness, reasonableness, or adequacy of the Proposed Settlement.
- The adequacy of the representation by the Class Representatives or by Class Counsel.
- The request of Class Counsel for attorneys’ fees, costs and expenses and awards to the Class Representatives.

Your objection must be in writing and must include:

1. The name of the case: “*Spencer, et al. v. Hartford Financial Services Group, Inc., et al.*”;
2. Your full name;
3. Your annuity number (if known);
4. Your address and telephone number;
5. A statement of your objection(s), as well as the specific reasons for each objection, including any legal authority you wish to bring to the Court’s attention;
6. A statement indicating if you intend to appear at the Fairness Hearing;
7. A list of witnesses whom you may call by live testimony; and
8. Copies of any documents or papers that you plan to submit.

Your objection must be sent by First-Class mail, postage prepaid, and be postmarked no later than September 7, 2010. You must file your objection with the Court at the following address:

**United States District Court for the District of Connecticut
Clerk of the Court
915 Lafayette Boulevard
Bridgeport, CT 06604**

You must also mail a copy of your objection to:

<u>Class Counsel</u>	<u>Defendants’ Counsel</u>
Silver Golub & Teitell LLP 184 Atlantic Street P.O. Box 389 Stamford, CT 06904	Wiggin & Dana 400 Atlantic Street P.O. Box 110325 Stamford, CT 06911

If you do not follow these procedures and submit your objection by the deadline, the Court will not hear your objection.

THE LAWYERS REPRESENTING YOU – CLASS COUNSEL

17. Do I have lawyers in this Lawsuit?

Yes. The Court has appointed the following lawyers and law firms as “Class Counsel” to represent you and the other Settlement Class Members:

David S. Golub Jonathan M. Levine Silver Golub & Teitell LLP 184 Atlantic Street P.O. Box 389 Stamford, CT 06904 (203) 325-4491 www.sgtlaw.com	Carl S. Kravitz Caroline E. Reynolds Zuckerman Spaeder LLP 1800 M Street NW Washington, DC 20036 (202) 778-1800 www.zuckerman.com	Peter R. Kahana Steven L. Bloch Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103 (215) 875-3000 www.bergermontague.com	Richard B. Risk, Jr. Risk Law Firm 3417 East 76th Street Tulsa, OK 74136 (918) 494-8025 www.risklawfirm.com
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18. How will the lawyers be paid?

At the Fairness Hearing (discussed in Questions 20-22 below), the Court will decide if it should approve the Proposed Settlement. It will also decide whether or not to approve Class Counsel's request for attorneys' fees and expenses. Class Counsel will request attorneys' fees of up to 33% of the \$72,500,000 Settlement Fund. Class Counsel will also request reimbursement of litigation expenses from the Settlement Fund. Class Counsel will also ask the Court to approve payments of \$30,000 to each of the three Class Representatives for their services. These payments, as approved by the Court, would be deducted from the Settlement Fund. No Settlement Class Member will be asked to pay attorneys' fees or expenses out of pocket in connection with this Lawsuit.

The fees and payments will pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, negotiating the Proposed Settlement, and monitoring Settlement Class Members' rights during approval and administration of the Proposed Settlement. The payment for litigation expenses will reimburse Class Counsel for actual expenses they incurred, and paid, in connection with pursuing the Lawsuit. Defendants have agreed not to oppose these payments.

19. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you wish to do so, you may retain your own lawyer at your own expense.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at 10:00 a.m. on September 21, 2010 at the Brien McMahon Federal Building at 915 Lafayette Boulevard in Bridgeport, Connecticut. At this hearing, the Court will consider: (1) whether the Proposed Settlement is fair, reasonable, and adequate and if it should be approved; (2) the proposed allocation of the Net Settlement Fund to Settlement Class Members; (3) Class Counsel's application for an award of attorneys' fees and expenses; and (4) any payments to the Class Representatives for their services. If there are objections, the Court will also consider them.

Persons who have followed the procedures described in Questions 16 and 22 may appear and be heard by the Court. After the hearing, the Court will decide whether to approve the Proposed Settlement. It is not known how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, but it is not required.

22. May I speak at the hearing? How do I appear in the Lawsuit?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and Parties in writing. This is called a Notice of Intent to Appear. Your Notice of Intent to Appear must contain:

1. The name of the case: "Spencer, et al. v. Hartford Financial Services Group, Inc., et al."
2. The words, "Notice of Intent to Appear"
3. Your full name, address, telephone number, and signature; and
4. If an attorney will appear on your behalf, the attorney's full name, address, telephone number, and bar number.

Your Notice of Intent to Appear must be sent by First-Class mail, postage prepaid, and be postmarked no later than September 7, 2010. You must file your Notice of Intent to Appear by sending it to the addresses listed in Question 16 of this Notice. You cannot speak at the hearing if you previously excluded yourself from this Action.

WHAT IF I DO NOTHING?

23. What happens if I do not do anything at all?

If you did not previously exclude yourself, then you are a Settlement Class Member. If the proposed settlement is approved, you will get money from the Proposed Settlement if you do nothing. You will also be bound by the Proposed Settlement, including the Release and dismissal with prejudice.

TAX CONSEQUENCES

24. Could there be tax consequences?

The tax consequences of the Proposed Settlement may vary, depending upon your individual circumstances. You should consult your own tax advisor regarding any tax consequences of the Proposed Settlement. Class Counsel is not providing any tax advice to Settlement Class Members.

CONFIDENTIALITY

25. Will my personal information be kept confidential?

Yes. The Court has ordered that names, addresses, policy numbers, and other information are confidential. No person, other than individuals employed by Defendants, or to whom Defendants have expressly permitted access, shall be allowed access to any such information except:

- Class Counsel, and attorneys, consultants and clerical personnel employed by Class Counsel, and/or agents or employees of any such persons or entities.
- The Claims Administrator, and personnel employed by the Claims Administrator, and/or agents or employees of any such persons or entities.
- Such other persons as the Court may order after hearing and notice to all counsel of record.

GETTING MORE INFORMATION

26. What if I have questions or want more information?

This notice summarizes the proposed Settlement. The complete Settlement is set forth in Settlement Agreement. You may obtain a copy of the Settlement Agreement and any other documents relating to the proposed Settlement by writing or calling the Claims Administrator at the contact information provided below, or by visiting the settlement website described below. All questions concerning this Notice, and any other questions and requests for information should be addressed as follows:

Spencer v. The Hartford Financial Services Group, Inc.
c/o The Garden City Group, Inc.
P.O. Box 9349
Dublin, OH 43017-4249.

Information is also available by calling toll-free to 1-800-951-2135 or online at www.HartfordStructuredSettlementClassAction.com.

**PLEASE DO NOT WRITE OR CALL THE COURT
OR THE CLERK'S OFFICE FOR INFORMATION.**

July 7, 2010

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT
915 LAFAYETTE BOULEVARD
BRIDGEPORT, CT 06604

APPENDIX A

Upon Final Approval, The Hartford, and their past, present and future parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, general or limited partners, employees, brokers, agents, attorneys and any of their legal representatives, and any third party acting on The Hartford's behalf in the structured settlement transactions (the "Released Parties") are and shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, damages and liabilities, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any members of the Settlement Class (including beneficiaries of Settlement Class Members), whether or not they object to the Settlement and whether or not they make a claim upon or receive a distribution from the Net Settlement Fund, ever had, now have, or hereafter can, shall or may have, directly, representatively, derivatively or in any other capacity, to the extent arising out of or relating to the claims and causes of action alleged and asserted, and any and all claims and causes of action that could have been asserted (including, but not limited to, any and all such claims and causes of action under applicable state Claim Practices Act), in this Action against The Hartford, provided that such conduct occurred or allegedly occurred prior to the date of this Settlement Agreement, except as expressly provided for below (the "Released Claims"). Each Settlement Class Member covenants and agrees that each shall not sue or otherwise seek to establish or impose liability against any Released Party predicated on the Released Claims. Persons who: (i) timely and properly excluded themselves in response to the prior Notice of Pendency of Class Action; (ii) did not elect to opt back in to the Action as provided for in the Settlement Agreement; and; (iii) as a result, are recognized by the Court as being excluded from this Action, shall not be bound by the Release in this Section; nor do such excluded persons covenant and agree not to sue or otherwise seek to establish or impose liability against any Released Party on the Released Claims.

In addition, each Settlement Class Member hereby expressly waives and releases, upon Final Approval, any and all provisions, rights and/or benefits conferred by § 1542 of the California Civil Code, which reads:

Section 1542. General Release – Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to §1542 of the California Civil Code. Each Settlement Class Member may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each Settlement Class Member expressly waives and fully, finally and forever settles and releases, upon Final Approval, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each Settlement Class Member also hereby expressly waives and fully, finally and forever settles and releases any and all claims they may have against any Released Party under § 17200, et seq., of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims hereby are expressly incorporated into the definition of Released Claims.

The Released Claims shall not include the claims of Settlement Class Members against the Released Parties, or the Released Parties' agents or assigns, based upon the Released Parties' contractual obligation to make the payments specified in the structured settlements previously entered into between the Settlement Class Members and the Released Parties, such as claims for the late payment or non-payment of these amounts, or any claims to enforce rights and obligations previously established by, or pursuant to, the structured settlements between the Released Parties and any Settlement Class Members (or their beneficiaries). Further, the Settlement Class Members do not release any claims that have been reduced to judgment in a trial court, whether or not that judgment has been resolved on appeal. Nor do they release any claims not expressly released above.

In addition, to the extent that any Settlement Class Member is an insured of The Hartford, nothing in this Release shall be deemed to alter a Settlement Class Member's contractual rights, including, without limitation, the right to make a future claim for benefits pursuant to the terms of any policy issued by The Hartford; provided, however, that this provision shall not entitle a Settlement Class Member to assert claims which constitute Released Claims.