

**NOTICE OF CLASS SETTLEMENT  
CURRENT CUSTOMERS**

**If You Have a Perspective Series, Elite Access Series or Retirement Latitude Series Variable Annuity from Jackson National Life Insurance Company and Were Assessed a Withdrawal or Recapture Charge on a Withdrawal of Variable Annuity Funds, You Could Get a Payment from a Class Action Settlement.**

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

- A settlement fund will pay certain amounts to customers of Jackson National Life Insurance Company and Jackson National Life Insurance Company of New York who paid withdrawal or recapture charges assessed by Jackson on the early withdrawal of funds from variable annuities (“the Class”). The total amount of the settlement fund is \$8.75 million, less certain fees and expenses that the Court may order.
- The settlement resolves a class action lawsuit, pending in the United States District Court for the Eastern District of Texas (“the Court”), against Jackson National Life Insurance Company (“Jackson” or the “Defendant”). The lawsuit alleges that Defendant breached the contracts with the Class by incorrectly calculating withdrawal and recapture charges when funds were withdrawn. Defendant, along with its affiliate Jackson National Life Insurance Company of New York (“Jackson New York”), denies any wrongdoing and contend that the charges were calculated correctly under the terms of the annuity contracts. The two sides also disagree on how much money, if any, the Class could have won if the case had gone to trial.
- The settlement establishes a settlement fund to pay money to class members, provides that Defendant will provide additional notice and explanation of how charges are calculated to members of the Class who continue to hold variable annuities sponsored by Jackson, avoids the costs and risks from continuing the lawsuit, and releases Jackson, Jackson New York, and related entities from liability.
- Court-appointed lawyers for the Class will ask the Court for an award of expenses and fees as compensation for investigating the facts, litigating the case, and negotiating the settlement.
- You are receiving this notice because records indicate you are a current owner of a Perspective Series, Elite Access Series, or Retirement Latitude Series variable annuity from Jackson or Jackson New York.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

<b><u>YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT</u></b>	
<b><i>Receive a Payment</i></b>	As a current owner of a Jackson variable annuity, your settlement payment will automatically be credited to your account(s). <b><u>No action is required</u></b> to claim your payment.  If you are <b><u>not</u></b> a current owner of a Jackson variable annuity but were in the past, please contact the Claims Administrator using the information provided below. Former account holders who incurred these charges must submit information to receive a payment.
<b><i>Opt-out of the Settlement</i></b>	Get no payment. This is the only option that allows you to keep your right to sue Jackson for the claims asserted in the Action.

<b><i>Object And, If You Choose To, Go To A Hearing</i></b>	Write a letter to the Court about why you do not like the settlement following the instructions in paragraph 20. You do not have to attend the final settlement hearing, but you may do so.
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- These rights and options—and the deadlines to exercise them—are explained in this notice. **To opt-out of the settlement, you must submit your notice of opt-out by May 6, 2021. To object to the settlement, you must submit your objection by April 29, 2021.**
- 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 appeals, if any, are resolved. Please be patient.

**BASIC INFORMATION ABOUT THE LAWSUIT**

**1. Why did I get this Notice?**

Records indicate that you may have purchased one or more Perspective Series, Elite Series, or Retirement Latitude variable annuities from Defendant and/or Jackson New York and been charged withdrawal and recapture charges after January 2, 2009 when withdrawing funds from the annuities.

This Notice explains that the Court has preliminarily approved a settlement resolving a class action lawsuit that may affect you. You have legal rights and options that you may exercise. Judge Amos Mazzant of the United States District Court for the Eastern District of Texas is overseeing this class action. The case is known as *David Cruson, et al., v. Jackson National Life Insurance Company.*, Civ. Action No. 4:16-cv-912 (the “Action”).

**2. What is the lawsuit about?**

This lawsuit is about whether Defendant breached the contracts with variable annuity purchasers when calculating the amount of withdrawal and recapture charges at the time of withdrawal of funds from the variable annuity. Specifically, Plaintiffs allege that Jackson improperly charged a charge on the amount of the withdrawal or recapture charge, rather than just charging it on the net amount withdrawn. Defendant denies any wrongdoing and contends that there were no additional or improper charges or calculation of charges, and that all charges and calculation were consistent with terms of the annuity contracts.

**3. What is a class action and who is involved?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case David Cruson and John Denman) sue on behalf of themselves and other people who have similar claims. These people and entities together are called a “Class” or “Class Members.” Cruson and Denman—and all the Class Members like them—are called Plaintiffs. The company the Plaintiffs sued—Jackson—is called the Defendant. One court resolves the issues for all Class Members—except for those who chose to exclude themselves by **May 6, 2021**.

**4. What has happened in the lawsuit?**

On November 29, 2016, Class Representative Cruson (and others), on behalf of a putative class, filed a complaint against Defendant alleging that Defendant had breached the variable annuity agreements that the putative class had or have with the Defendant and breached other duties to the putative class in connection with the calculation of withdrawal and recapture charges.

On May 9, 2018, the Court certified a class of variable annuity purchasers who incurred withdrawal and/or recapture charges when withdrawing funds from such annuities. On June 27, 2018, the United States Court of Appeals for the Fifth Circuit granted Defendant’s request to appeal the Court’s class certification order. That appeal was briefed and argued on April 30, 2019, and on March 25, 2020, the Court of Appeals issued its opinion vacating the class certification order entered by the district court and remanded the case to the district court for further handling.

For more information, go to [www.withdrawalchargesettlement.com](http://www.withdrawalchargesettlement.com).

On August 8, 2018, the Court denied Defendant's motion for summary judgment on the Class's breach of contract claims but granted summary judgment on the claims for breach of fiduciary duty, thereby dismissing the claims for breach of fiduciary duty.

On February 9, 2021, the Court preliminarily approved the settlement, certified the class of variable annuity purchasers who were charged withdrawal or recapture charges by Jackson or Jackson New York, and authorized the Class Representatives to notify the Class Members about the settlement.

## **5. Why is there a settlement?**

The Court did not decide the Action in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement after participating in a court-ordered mediation. That way, both sides avoid the cost and risks of trial, and the customers affected are certain to get compensation if the Court approves the settlement and the settlement becomes final (unlike in a trial where there is a possibility that the Class Members would get no compensation). The Class Representatives and Class Counsel think this settlement is best for all Class Members.

## **DETERMINING IF YOU ARE PART OF THE SETTLEMENT**

## **6. How do I know if I am part of the settlement?**

You are a member of the Class if:

- You are or were the purchaser of a Perspective Series, Elite Series, or Retirement Latitude variable annuity from Jackson National Life Insurance Company before March 12, 2018 and were charged a withdrawal and/or recapture charge when you withdrew funds from the annuity between January 2, 2009, and January 31, 2021.
- You are or were the purchaser of a Perspective Series, Elite Series, or Retirement Latitude variable annuity from Jackson New York and were charged a withdrawal and/or recapture charge when you withdrew funds from the annuity between January 2, 2009 and January 31, 2021 (unless your contract number is VA670NY, VA710NY, VA720NY, VA775NY, VA785NY, or VA790NY).

## **7. Are there exceptions to being included in the settlement?**

Yes, you are **NOT** a Class Member if: (i) you are Jackson or one of Jackson's subsidiaries and affiliates; (ii) you are one of Jackson's past and current executive officers and directors; (iii) you are Jackson's legal representatives, heirs, successors or assigns; and (iv) you are any entity in which any of the foregoing excluded persons have or had a controlling interest. (v) you are the judicial officer presiding over the Action or a member of her immediate family or judicial staff; or (vi) you have excluded yourself from the Class.

## **8. Are you still not sure if you are included?**

If you are still not sure whether you are included in the Class, you can get free help at [www.WithdrawalChargeSettlement.com](http://www.WithdrawalChargeSettlement.com), or by calling or writing to the lawyers in this case at the phone numbers or addresses listed in response to question 19.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

## **9. What does the settlement provide?**

The settlement creates a fund of \$8.75 million to compensate Class Members and pay certain fees and expenses that may be awarded by the Court. This fund will be reduced by payments to Class Counsel, reimbursement of expenses, and payments to the Claims Administrator.

For more information, go to [www.withdrawalchargesettlement.com](http://www.withdrawalchargesettlement.com).

Jackson and Jackson New York also agree that they will provide an additional explanation to current variable annuity owners to avoid any misunderstanding about future withdrawals and the calculation of the withdrawal and recapture charges.

#### **10. How much will my payment be?**

Your share of the fund will depend on the number of Class Members who are former Jackson or Jackson New York customers who respond with contact and payment option information, and how much you paid in withdrawal or recapture charges. However, you should expect that your payment will be in the range of one percent (1%) of the total amount of withdrawal and recapture charges that you incurred during the class period. The exact amount of your payment cannot be determined until the number of people participating in the settlement is determined following the notice, the response to the notice, and exclusion decisions are made.

The total settlement amount is \$8.75 million. Part of the settlement money will be used to compensate the Class Counsel and to pay the Claims Administrator. After those deductions, the entire balance of the settlement fund will be distributed to Class Members who provide the necessary information on a *pro rata* basis, based on Class Members' total withdrawal or recapture charges incurred on withdrawal from the defined variable annuities. None of the settlement fund will revert to Jackson or Jackson New York, unless the settlement is terminated or otherwise does not become final.

#### **11. Can I exclude myself from the settlement?**

Yes. You may opt out of the Settlement by sending a letter that includes your name, address, and phone number and a signed statement as follows: "I request to be excluded from the Settlement Class in the Cruson lawsuit." You must send your letter to: Opt Out, JNL Withdrawal Charge Settlement, P.O. Box 8526 Philadelphia, PA 19101-8526. Mailed opt-out requests must be postmarked by May 6, 2021.

If you opt out of the Settlement, you won't receive any payment as part of the Settlement. You won't be bound by further orders or judgments in this case. You keep the right, if any, to sue on the claims alleged in the case at your own expense. All Class Members who did not exclude themselves from the Class by the deadline will be bound by the settlement and cannot exclude themselves from the Class.

#### **12. What am I giving up in exchange for the settlement?**

In exchange for the settlement fund and additional commitments made by Jackson and Jackson New York, Class Members agree that any claims Class Members have against Jackson, Jackson New York, and/or related entities that arise out of or relate in any way to the claims in the Action, including unknown claims, are released.

#### **13. What are the released claims?**

Class Members will release any and all claims or causes of action, whether known or unknown, that concern, refer or relate to Jackson's or Jackson New York's calculation of withdrawal charges and/or recapture charges for variable annuities, and all other claims that were asserted, or that could have been asserted, in this Lawsuit. The Released Claims do not cover, include, or release: (i) any claims relating to the enforcement of the Settlement, and (ii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

### **HOW YOU GET A PAYMENT – PROVIDING INFORMATION**

For more information, go to [www.withdrawalchargesettlement.com](http://www.withdrawalchargesettlement.com).

**14. How can I get a payment?**

As long as you have a current variable annuity account with Jackson or Jackson New York, **no action is required** for you to receive a payment.

If you are **not** a current owner of a Jackson variable annuity but were in the past, please contact the Claims Administrator using the information provided below. Former account holders who incurred these charges must submit information to receive a payment.

**15. When would I get my payment?**

The Court will hold a hearing on **Thursday, May 27, 2021, at 12 p.m.** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It’s always uncertain whether there will be any appeals, and the appeal process can take time, perhaps more than a year. The settlement website will contain the most up-to-date information about the progress of the litigation. Please be patient.

Once the deadline to submit claims expires and all appeals, if any, are resolved, Jackson and Jackson New York will distribute settlement payments to the Class Members who have current accounts based on the proportion of the Class Member’s charges to the total charges incurred by all Class Members participating in the settlement.

**16. What am I giving up to get a payment?**

You give up nothing by providing the requested information and receiving a payment. All Class Members, except those who have excluded themselves from the Class, will be bound by the terms of the settlement and judgment. Submitting the claim form entitles you to payment from the settlement fund. If you do not provide the information, you are still bound by the terms of the settlement and judgment, but you will not receive a payment, unless you have a current variable annuity account with Jackson or Jackson New York, in which case, your payment will be directly credited to your account(s).

**17. What happens if I do nothing at all?**

If you do not do anything, you will be bound by the settlement and judgment, and you will receive a payment, unless you do not have a current variable annuity account with Jackson or Jackson New York.

**THE LAWYERS REPRESENTING YOU**

**18. As a Class Member, do I have a lawyer representing my interests in this Class Action?**

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. The following lawyers are representing the Class:

<p><b>Lewis T. LeClair, Esq.</b>  <b>McKool Smith, P.C.</b>  300 Crescent Ct.  Suite 1500  Dallas, Texas 75201  (214) 978-4984  www.mckoolsmith.com</p>	<p><b>Gary C. Corley, Esq.</b>  <b>Corley Law Firm</b>  108 N. Travis St.  Sherman, TX 75090  (903) 892-1048  www.gcorleylaw.com</p>
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**19. How will the lawyers be compensated, and will the named plaintiffs receive compensation?**

Class Counsel will ask the Court to approve payment of attorneys’ fees and expenses incurred in litigating this case, and Defendant will not contest Class Counsel’s request for a fee up to the amount of \$2.5 million. The fees would pay Class Counsel for investigating the facts, litigating the case, preparing for trial, and negotiating the settlement.

For more information, go to [www.withdrawalchargesettlement.com](http://www.withdrawalchargesettlement.com).

The Court may award more or less than these amounts. Defendant will not separately pay the attorneys' fees or expenses of Class Counsel; instead, these amounts will reduce the \$8.75 million available for Class Members. The settlement fund will also be reduced by the amount paid to administer the settlement. Class Counsel will file a fee and expenses application no later than **May 6, 2021**. Once filed, the fee and expenses application will be made available on the class website, [www.WithdrawalChargeSettlement.com](http://www.WithdrawalChargeSettlement.com). Class Counsel will also request that the Court, in its discretion, make incentive awards to the Class Representatives from the settlement fund in the amount of \$1,000 for each class representative.

## OBJECTING TO THE SETTLEMENT

### 20. How can I object to this settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it as a whole or parts of it. You may specifically object to Class Counsel's application for fees. The Court will consider your views. If you object to the settlement, you must send a letter saying that you object to the settlement in the matter *David Cruson, et.al., v Jackson National Life Insurance Company.*, Civ. Action No. 4:16-cv-912. You do not have to attend the final settlement hearing to object, but you may attend if you choose to. Be sure to include your name, address, telephone number, the name of your attorney, if applicable, your signature, the reasons why you object to the settlement, any evidence supporting your objection, and whether you intend to appear at the hearing. If you intend to present witnesses at the final settlement hearing, you must also include a list of those witnesses. You must mail your objection to the following four places, postmarked no later than **April 29, 2021**.

The Court:

Clerk of Court  
Paul Brown United States Courthouse  
101 E. Pecan Street  
Sherman, Texas 75090

Class Counsel:

Lewis T. LeClair, Esq.  
McKool Smith, P.C.  
300 Crescent Ct., Suite 1500  
Dallas, Texas 75201

Gary Corley, Esq.  
Corley Law Firm  
108 N. Travis Street  
Sherman, TX 75090

Counsel for Defendant:

David J. Levy  
david.levy@morganlewis.com  
MORGAN, LEWIS & BOCKIUS LLP  
1000 Louisiana, Suite 4000 Houston, Texas 77002

## THE COURT'S FINAL SETTLEMENT HEARING

### 21. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing on **Thursday, May 27, 2021, at 12 p.m.** at the United States District Court for the Eastern District of Texas, Paul Brown United States Courthouse, 101 E. Pecan St., Sherman, Texas 75090. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement and enter judgment. We do not know how long these decisions will take.

For more information, go to [www.withdrawalchargesettlement.com](http://www.withdrawalchargesettlement.com).

**22. Do I have to come to the hearing?**

No, you do not have to come to the hearing, even if you file an objection. You may attend the hearing, at your own expense, but if you wish to speak at the hearing you must follow the instructions below. Otherwise, Class Counsel will answer questions the Court may have. You may also pay your own lawyer to attend, but it's not necessary.

**23. May I speak at the hearing?**

Yes. You or your attorney may speak at the final settlement hearing. To do so, you must either send a letter objecting to the settlement or, if you do not object but desire to speak anyway, send a letter stating that it is your "Notice of Intention to Appear in *David Cruson, et al., v Jackson National Life Insurance Company.*, Civ. Action No. 4:16-cv-912." Be sure to include your name, address, telephone number, the name of your attorney, if applicable, and your signature. Your Notice of Intention to Appear must be postmarked no later than **April 29, 2021** and be sent to the Clerk of Court, Class Counsel, and Counsel for Defendant, at the four addresses listed in Question 21. You cannot speak at the hearing if you previously excluded yourself ("opted out") of the Class.

**ADDITIONAL INFORMATION**

**24. Are more details available?**

This Notice contains a summary of relevant court papers and does not describe all of the claims, defenses, and contentions of the parties to the lawsuit. Certain key documents, including the settlement agreement and certain relevant pleadings and court decisions are available on the class website: [www.WithdrawalChargeSettlement.com](http://www.WithdrawalChargeSettlement.com). If you have further questions about this Notice or would like more information about the lawsuit, you may contact *Cruson v. Jackson National Life Insurance* Claims Administrator, PO Box 8526 Philadelphia, PA 19101-8526, 1-833-644-1599.

*Please do not contact the Court or Judge Mazzant by email or telephone. They cannot answer any questions or discuss the Action.*

DATED: \_\_\_\_\_

BY ORDER OF THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS