

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into between and among the Class Representatives, all Class Members, and the Defendants.

1. Article 1 – Recitals

- 1.1** On July 14, 2022, Plaintiff Peter Schaf, individually and as a proposed representative of a class of participants and beneficiaries of the Owens-Illinois Long-Term Savings Plan and the Owens-Illinois Stock Purchase and Savings Program (the “Plans”) filed a complaint in the United States District Court for the Northern District of Ohio, Case No. 22-cv-1240-JZ. Plaintiff brought the action under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* (“ERISA”), alleging that Defendants O-I Glass, Inc. and the Owens-Illinois Employee Benefits Committee breached their fiduciary duties relating to the management and administration of the Plans. Plaintiff sought to recover all alleged losses to the Plans resulting from these alleged breaches of duty under 29 U.S.C. § 1109(a) and for other equitable and remedial relief.
- 1.2** The current operative complaint is the Second Amended Complaint, filed on June 16, 2023, which added Thomas Scarber as a named plaintiff in the action. Moreover, in light of passing of Peter Schaf, Plaintiffs substituted Mr. Schaf’s surviving spouse, Elizabeth Schaf, as a named plaintiff in his stead.
- 1.3** On June 30, 2023, the district court denied Defendants’ motion to dismiss, and Defendants timely filed their answer. At that juncture, the parties agreed to explore an early resolution through the mediation process, and the Court stayed the case to allow the parties to do so. Meanwhile, the parties exchanged various categories of documents and information in advance of mediation. The parties collectively exchanged thousands of pages of materials as part of this process, which materially informed the parties’ views and facilitated more meaningful settlement discussions and negotiations.
- 1.4** On January 3, 2024, the parties participated in mediation with an experienced Mediator. After extensive arm’s length negotiations facilitated by the Mediator, the Parties reached a settlement on all terms. The terms of the parties’ settlement are memorialized in this Settlement Agreement.
- 1.5** The Class Representatives and Class Counsel consider it desirable and in the Class Members’ best interests that the claims against Defendants be settled on behalf of the Class Representatives and the Class Members upon the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate and that this Settlement will result in benefits to Class Representatives and the Class Members.
- 1.6** Defendants admit no wrongdoing or liability with respect to any of the allegations or claims in this Action. Defendants maintain that they are without fault or liability and are settling the Action solely to avoid litigation costs.

Defendants maintain that the Plans have been managed and administered at all relevant times reasonably and prudently, in the best interest of the Plans and the Plans' participants, and in compliance with ERISA and applicable law. This Settlement Agreement, and the discussions between the Settling Parties preceding it, shall in no event constitute, be construed as, or be deemed evidence of, an admission or concession of fault or liability of any kind by Defendants.

- 1.7 The Settling Parties, as defined below, have concluded it is desirable that this matter be finally settled upon the terms and conditions set forth in this Settlement Agreement.
- 1.8 Therefore, the Settling Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Settlement Agreement.

2. Article 2 – Definitions

As used in this Settlement Agreement and the Exhibits hereto, unless otherwise defined, the following terms have the meanings specified below:

- 2.1 “Action” means *Schaf, et al. v. O-I Glass, Inc., et al.*, Case No. 22-1240, in the United States District Court for the Northern District of Ohio.
- 2.2 “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notices to the Class Members, including but not limited to the fees of the Plans' recordkeeper to identify the names and addresses of Class Members; (b) related tax expenses (including taxes and tax expenses as described in Paragraph 5.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation, including but not limited to the fees of the Plans' recordkeeper associated with implementing this Settlement Agreement, facilitating the distribution of funds under the Plan of Allocation, and gathering the data necessary to prepare the Plan of Allocation; (d) all fees and expenses of the Independent Fiduciary, Settlement Administrator, and Escrow Agent; and (e) all fees, expenses, and costs associated with providing notices required by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-15. Excluded from Administrative Expenses are Defendants' internal expenses and the Settling Parties' respective legal expenses. Administrative Expenses shall be paid from the Gross Settlement Amount.
- 2.3 “Active Account” means an individual investment account in the Plans with a balance greater than \$0.
- 2.4 “Alternate Payee” means a person other than a participant or Beneficiary in the Plans who is entitled to a benefit under the Plans as a result of a Qualified

Domestic Relations Order, as defined in 29 U.S.C. § 1056(d)(3)(K), where the QDRO relates to a participant's balance during the Class Period.

- 2.5** “Attorneys’ Fees and Costs” means the amount awarded by the Court as compensation for the services provided by Class Counsel and reimbursement of costs and expenses advanced and carried by Class Counsel. Class Counsel will seek not more than one-third of the Gross Settlement Amount as compensation for services provided, plus reasonable litigation costs and expenses and Administrative Expenses, all of which shall be recovered from the Gross Settlement Amount, to the extent approved by the Court.
- 2.6** “Authorized Former Participant” means a Former Participant who has submitted a completed, satisfactory Former Participant Claim Form with a postmarked date by the Claims Deadline set by the Court in the Preliminary Order and whose Former Participant Claim Form is accepted by the Settlement Administrator.
- 2.7** “Beneficiary” means a person who currently is entitled to receive a benefit under the Plans upon the death of a plan participant, other than an Alternate Payee. A Beneficiary includes, but is not limited to, a spouse, surviving spouse, domestic partner, or child who currently is entitled to a benefit.
- 2.8** “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-15.
- 2.9** “Claims Deadline” means a date that is no later than twenty-one (21) calendar days before the Fairness Hearing.
- 2.10** “Class Counsel” means Nichols Kaster, PLLP, 4700 IDS Center, 80 South 8th Street, Minneapolis, MN 55402.
- 2.11** “Class Members” means all individuals in the Settlement Class, including the Class Representatives.
- 2.12** “Class Period” means the period from July 22, 2016, through the date of entry of the Preliminary Approval Order.
- 2.13** “Class Representatives” means Elizabeth Schaf and Thomas Scarber.
- 2.14** “Class Representatives’ Compensation” means an amount to be determined by the Court, but not to exceed \$5,000 for each Class Representative.
- 2.15** “Court” means the U.S. District Court for the Northern District of Ohio.
- 2.16** “Current Participant” means a person who participated in the Plans during the Class Period and had an Active Account as of March 31, 2024.
- 2.17** “Defendants” means O-I Glass, Inc. and the Owens-Illinois Employee Benefits Committee.

- 2.18** “Defense Counsel” means counsel for Defendants including Morgan, Lewis & Bockius LLP and Shumaker, Loop & Kendrick, LLP.
- 2.19** “Escrow Agent” means Atticus Administration LLC, or another entity agreed to by the Settling Parties.
- 2.20** “Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections from Class Members to the Settlement Agreement; (b) Class Counsel’s petition for Attorneys’ Fees and Costs and Class Representatives’ Compensation; and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23.
- 2.21** “Final Approval Order” means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit 5 hereto.
- 2.22** “Final” means with respect to any judicial ruling, order, or judgment that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted review proceeding, the period after which the Final Approval Order becomes Final is thirty-five (35) calendar days after its entry by the Court.
- 2.23** “Former Participant” is a member of the Settlement Class who did not have an Active Account as of March 31, 2024.
- 2.24** “Former Participant Claim Form” means the form described generally in Paragraph 3.4.2 and substantially in the form attached as Exhibit 1.
- 2.25** “Gross Settlement Amount” means the sum of five million dollars (\$5,000,000), contributed to the Qualified Settlement Fund in accordance with Article 5. The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel made on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement. Defendants and their insurers will make no additional payment in connection with the Settlement of the Class Action.
- 2.26** “Independent Fiduciary” means the person or entity selected by Defendants to serve as an independent fiduciary to the Plans with respect to the Settlement Agreement as defined in Article 3 herein.

- 2.27** “Mediator” means Robert A. Meyer, Esq., JAMS, 1925 Century Park East, 14th Floor, Los Angeles, CA 90067, or if he is unavailable, another mediator mutually selected by the Settling Parties.
- 2.28** “Net Settlement Amount” means the Gross Settlement Amount minus: (a) all Attorneys’ Fees and Costs paid to Class Counsel; (b) all Class Representatives’ Compensation as authorized by the Court; (c) all Administrative Expenses; and (d) a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date but before the end of the Settlement Period, and (3) an amount estimated for adjustments of data or calculation errors.
- 2.29** “Plaintiffs” means the Class Representatives and the Class Members.
- 2.30** “Plans” means the Owens-Illinois Long-Term Savings Plan and the Owens-Illinois Stock Purchase and Savings Program.
- 2.31** “Plan of Allocation” means the methodology for allocating and distributing the Net Settlement Amount in accordance with Article 6 herein.
- 2.32** “Preliminary Approval Order” means the order proposed by the Settling Parties and approved by the Court in connection with the Motion for Preliminary Approval to be filed by the Class Representatives through Class Counsel, as described in Paragraph 3.2 and in substantially the form attached hereto as Exhibit 2.
- 2.33** “Protective Order” means the Protective Order entered by the Court on November 8, 2023 (ECF No. 46).
- 2.34** “Qualified Settlement Fund” or “Settlement Fund” means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with Article 5 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).
- 2.35** “Released Parties” means (a) Defendants; (b) each Defendant’s past, present, and future parent corporation(s); (c) each Defendant’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and (d) with respect to (a) through (c) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), administrators, service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal

representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them; and (e) the Plans and any and all administrators, fiduciaries, parties in interest, and trustees of the Plans.

- 2.36** “Released Claims” means any and all actual or potential claims, actions or omissions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, whether arising under federal, state, or local law, whether by statute, contract, or equity, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, for actions during the Class Period:
- 2.36.1** That were or could have been asserted in the Action, or that arise out of, relate to, or are based on any of the allegations, acts, omissions, facts, matters, transactions, or conduct alleged in the Second Amended Complaint or in any complaint previously filed in the Action; or
 - 2.36.2** That would be barred by *res judicata* based on the Court’s entry of the Final Approval Order; or
 - 2.36.3** That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Plans or any member of the Settlement Class in accordance with the Plan of Allocation; or
 - 2.36.4** That relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.
- 2.37** “Settlement” or “Settlement Agreement” refers to the agreement embodied in this agreement and its exhibits.
- 2.38** “Settlement Administrator” means Atticus Administration LLC, an independent contractor to be retained by Class Counsel to administer the Settlement and Plan of Allocation.
- 2.39** “Settlement Agreement Execution Date” means that date on which the final signature is affixed to this Settlement Agreement.
- 2.40** “Settlement Class” means all participants and beneficiaries of the Plans at any time during the Class Period (from July 22, 2016 through the date of the Preliminary Approval Order), including any Beneficiary of a deceased person who was a Participant in the Plans at any time during the Class Period, to include any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plans at any time during the Class Period. Excluded from the Settlement Class are any individuals who had fiduciary responsibility for the Plans’ investment or administrative functions during the Class Period.

- 2.41** “Settlement Effective Date” means the date on which the Final Approval Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 10.
- 2.42** “Settlement Notice” means the Notices of Class Action Settlement and Fairness Hearing to be sent to Class Members identified by the Settlement Administrator following the Court’s issuance of the Preliminary Approval Order, in substantially the form attached hereto as Exhibits 3 and 4. The Settlement Notice also shall inform Class Members of a Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys’ Fees and Costs; (c) payment of and reserve for Administrative Expenses; and (d) Class Representatives’ Compensation. The Settlement Notice shall inform Former Participants of the Claims Deadline by which they must file a completed Former Participant Claim Form to be eligible for a distribution in accordance with the Plan of Allocation.
- 2.43** “Settlement Period” shall be from the Settlement Effective Date and continuing for a period of one year thereafter.
- 2.44** “Settlement Website” means the internet website established in accordance with Paragraph 3.5.
- 2.45** “Settling Parties” means the Defendants and the Class Representatives, on behalf of themselves, the Plans, and each of the Class Members.
- 3. Article 3 – Review and Approval by Independent Fiduciary, Preliminary Settlement Approval, and Notice to the Class**
- 3.1** The Independent Fiduciary retained by Defendants on behalf of the Plans shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plans.
- 3.1.1** The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”), in making its determination.
- 3.1.2** The Independent Fiduciary shall notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defense Counsel), which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.
- 3.1.3** All fees and expenses associated with the Independent Fiduciary’s determination and performance of its other obligations in connection

with the Settlement will constitute Administrative Expenses to be deducted from the Gross Settlement Amount.

- 3.1.4** Defendants, Defense Counsel, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.
- 3.1.5** If Defendants conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary within fifteen (15) calendar days of receipt of the determination, copying Class Counsel.
- 3.2** Following the Settlement Agreement Execution Date, and no later than February 23, 2024 (unless agreed by the Settling Parties and approved by the Court), the Class Representatives, through Class Counsel, shall file with the Court motions seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached hereto as Exhibit 2. The Preliminary Approval Order shall request that the Court, among other things:

 - 3.2.1** Grant the motion to certify the Settlement Class as defined in Paragraph 2.40 for settlement purposes only under Fed. R. Civ. P. 23(b)(1);
 - 3.2.2** Approve the text of the Settlement Notice and Former Participant Claim Form for mailing or sending by electronic means to Class Members and Former Participants identified by the Settlement Administrator to notify them (a) of the Fairness Hearing; and (b) that notice of changes to the Settlement Agreement, future orders regarding the Settlement, modifications to the Class Notice, changes in the date or timing of the Fairness Hearing, or other modifications to the Settlement, including the Plan of Allocation, may be provided to the Class through the Settlement Website without requiring additional mailed or electronic notice;
 - 3.2.3** Determine that under Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the Settlement Notices constitute the best notice practicable under the circumstances, provide due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and comply fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;
 - 3.2.4** Cause the Settlement Administrator to send by electronic means, or by first-class mail, the Settlement Notice to each Class Member identified by the Settlement Administrator, and the Former Participant Claim Form to each Former Participant identified by the Settlement Administrator, based upon the data provided by the Plans' recordkeepers;

- 3.2.5** Preliminarily enjoin each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, from suing Defendants, the Plans, or the Released Parties in any action or proceeding alleging any of the Released Claims;
- 3.2.6** Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, or the Plans;
- 3.2.7** Set the Fairness Hearing for no sooner than one hundred thirty (130) calendar days after the date the Motion for Entry of the Preliminary Approval Order is filed, in order to determine whether (a) the Court should approve the Settlement as fair, reasonable, and adequate; (b) the Court should enter the Final Approval Order; and (c) the Court should approve the application for Attorneys' Fees and Costs, Class Representatives' Compensation, Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;
- 3.2.8** Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any notice of intent to appear or supporting documents must be filed at least thirty (30) calendar days prior to the scheduled Fairness Hearing. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to appear within the time limitation set forth above;
- 3.2.9** Provide that a Settling Party may, but is not required to, serve discovery requests, including requests for documents and notices of deposition not to exceed two (2) hours in length, on any objector within ten (10) calendar days of receipt of the objection, and that any responses to discovery or depositions must be completed within ten (10) calendar days of the discovery request being served on the objector;
- 3.2.10** Provide that any party may file a response to an objection by a Class Member;
- 3.2.11** Set a deadline of no later than the date of twenty one (21) calendar days prior to the Fairness Hearing by which each Former Participant must file a Former Participant Claim Form with the Settlement Administrator in order to be considered for a distribution in accordance with the Plan of Allocation;

- 3.2.12** Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court;
- 3.2.13** Approve the form of the CAFA Notices attached as Exhibit 6 and order that upon mailing of the CAFA notices, Defendants shall have fulfilled its obligations under CAFA.
- 3.3** Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by email, from the Settlement Administrator for readily accessible data that are reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. The actual and reasonable expenses of any third party, including the Plans' recordkeeper, that are necessary to perform such work shall be Administrative Expenses to be deducted from the Gross Settlement Amount, except that the Plans' recordkeeper shall not receive compensation for crediting the accounts of the Current Participants under Paragraph 6.4.

 - 3.3.1** The Settlement Administrator shall be bound by the Protective Order and any further non-disclosure or security protocol required by the Settling Parties.
 - 3.3.2** The Settlement Administrator shall use the data provided by Defendants and the Plans' recordkeepers solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.
 - 3.3.3** At the request of the Settling Parties, the Settlement Administrator shall provide a written protocol concerning how the Settlement Administrator will maintain and store information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.
- 3.4** By the date and in the manner set by the Court in the Preliminary Approval Order, and unless otherwise set forth below, the Settlement Administrator shall:

 - 3.4.1** Cause to be sent to each Class Member identified by the Settlement Administrator a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the forms attached hereto as Exhibits 3 and 4 (to Current Participants and Former Participants, respectively) or in the form(s) subsequently agreed to by the Settling Parties and approved by the Court. The Settlement Notice shall be sent by electronic means or by first-class mail, postage prepaid, to the last-known address of each Class Member provided by Defendants or the Plans' recordkeeper (or their designee(s)) through Defense Counsel, unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by

Defendants or the Plans' recordkeeper (or their designee(s)). The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-mail such Settlement Notice one additional time if an updated location is identified.

- 3.4.2** Cause the Former Participant Claim Form, which shall be in substantially the form attached as Exhibit 1, or a form subsequently agreed to by the Settling Parties and approved by the Court, to be included with the Settlement Notice that is mailed to the Former Participants.
- 3.5** The Settlement Administrator shall establish a Settlement Website on which it will post the following documents or links to the following documents: the Second Amended Complaint, Settlement Agreement and its Exhibits, Settlement Notices, Former Participants Claim Form, the motions for preliminary approval and final approval (when filed); the Motion for Attorneys' Fees and Costs and Class Representatives' Compensation, and Administrative Expenses (when filed); any approval order or other Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settling Parties. No other information or documents (other than the date, time, and location of the Fairness Hearing and the toll-free number for the call center described in Paragraph 3.6) will be posted on the Settlement Website unless agreed to in advance by the Settling Parties in writing. The Settlement Administrator will take down the Settlement Website no later than ninety (90) calendar days after the receipt of the affidavit(s) referenced in Paragraph 6.7.
- 3.6** On or before the date that the Settlement Notices are mailed, the Settlement Administrator also shall arrange for a toll-free telephone call center facility to be active during the period of time that the Settlement Website is active. The toll-free telephone call facility will employ an interactive voice response system to answer calls, and will provide callers the option of speaking with a live operator if necessary.
- 3.7** Defendants or their designee(s) will provide the Settlement Administrator with all information necessary to send the Settlement Notices no later than ten (10) business days before the notices are to be distributed.
- 3.8** Defendants shall have no responsibility for providing distribution of the Settlement or any notice of the Settlement to Class Members or for paying the cost of providing notice of the Settlement to Class Members other than through the Qualified Settlement Fund.
- 4. Article 4 – Final Settlement Approval**
- 4.1** No later than fourteen (14) calendar days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval

Order (Exhibit 5) in the form approved by Class Counsel and Defense Counsel, which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. The Final Approval Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

- 4.1.1** Approval of the Settlement of the Released Claims covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plans and the Class Members and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;
- 4.1.2** A determination under Rule 23(c)(2) and (e) of the Federal Rules of Civil Procedure that the Settlement Notice constitutes the best notice practicable under the circumstances and that due and sufficient notice of the Fairness Hearing and the rights of all Class Members has been provided, consistent with the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution;
- 4.1.3** Dismissal with prejudice of the Action and all Released Claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Class Members, or on behalf of the Plans, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;
- 4.1.4** That the Plans and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (a) conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims; and (b) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims. The provisions (a) and (b) shall apply even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members have executed and delivered a Former Participant Claim Form, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;

- 4.1.5** That each Class Member shall release Defendants, Defense Counsel, Class Counsel, the Released Parties, and the Plans from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, or arising from any act or omission of the Settlement Administrator or the Independent Fiduciary and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;
- 4.1.6** That all applicable CAFA requirements have been satisfied;
- 4.1.7** That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant in accordance with the Plan of Allocation approved by the Court;
- 4.1.8** That, with respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion, including whether a Former Participant Claim Form should be accepted in the first instance;
- 4.1.9** That, with respect to any matters that arise concerning the implementation of distributions to Current Participants (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan administrator or other fiduciaries of the Plans, in accordance with applicable law and the governing terms of the Plans; and
- 4.1.10** That within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.
- 4.1.11** That the Court shall retain jurisdiction to enforce and interpret the Settlement Agreement. Such retention of jurisdiction shall not affect the finality of the Court's judgment.
- 4.2** The Final Approval Order and judgment entered by the Court approving the Settlement Agreement shall provide that upon its entry, all Settling Parties, the Settlement Class, and the Plans shall be bound by the Settlement Agreement and by the Final Approval Order.

5. Article 5 – Establishment of Qualified Settlement Fund

- 5.1** No later than ten (10) business days after entry of the Preliminary Approval Order, the Escrow Agent shall establish an escrow account. The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent timely shall make such elections as necessary or advisable to carry out the provisions of this Paragraph 5.1, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 5.2** For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Paragraph 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (as defined in Paragraph 5.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as provided in Paragraph 5.3 hereof.
- 5.3** Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, including any taxes or tax detriments that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Escrow Agent out of the Gross Settlement Amount without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses (as well as any amounts

that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither the Released Parties, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.

- 5.4** Within thirty (30) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the escrow account described in Paragraph 5.1 is established and the Escrow Agent shall have furnished to Defendants in writing the escrow account name, IRS W-9 Form, and all necessary wiring instructions, Defendants and/or their insurer(s) shall deposit one million dollars (\$1,000,000) into the Qualified Settlement Fund.
- 5.5** Within ten (10) calendar days after the Settlement Effective Date, Defendants and/or their insurer(s) shall deposit the remaining four million dollars (\$4,000,000) of the Gross Settlement Amount into the Qualified Settlement Fund.
- 5.6** The Escrow Agent shall, at the written direction of Class Counsel, invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.
- 5.7** The Escrow Agent shall not disburse the Qualified Settlement Fund or any portion except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.
- 5.8** Within one-hundred twenty (120) calendar days after the Settlement Effective Date, the Gross Settlement Amount will be distributed from the Qualified Settlement Fund as follows: (a) first, all Attorneys' Fees and Costs shall be paid to Class Counsel within five (5) business days after the Settlement Effective Date; (b) second, all Administrative Expenses not paid previously shall be paid within five (5) business days after the Settlement Effective Date; (c) third, any Class Representatives' Compensation ordered by the Court shall be paid within five (5) business days after the Settlement Effective Date; (d) fourth, a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties shall be set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date but before the end of the

Settlement Period, (3) an amount estimated for adjustments of data or calculation errors, and (e) fifth, the Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.

- 5.9** The Escrow Agent, or the Settlement Administrator on its behalf, shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund, and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. Defendants, the Released Parties, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.
- 5.10** No later than February 15 of the year following the calendar year in which Defendants, their insurers, or agents make a transfer to the Qualified Settlement Fund in accordance with the terms of this Article 5, Defendants, their insurers, or agents shall timely furnish a statement to the Escrow Agent, or the Settlement Administrator on its behalf, that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B3(e)(2)(ii), and shall attach a copy of the statement to their federal income tax returns filed for the taxable year in which Defendants, their insurers, or agents make a transfer to the Qualified Settlement Fund.

6. Article 6 – Plan of Allocation

- 6.1** After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to Authorized Former Participants and those Current Participants covered by Paragraphs 6.4 and 6.5 below, and to the Plans for distribution to the remaining Current Participants in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.
- 6.2** To be eligible for a distribution from the Net Settlement Amount, a person must be a Current Participant, an Authorized Former Participant, or a Beneficiary or Alternate Payee of such a person.
- 6.2.1** Current Participants shall receive their settlement payments as either contributions to their account(s) in the Plans or by check, as provided in Paragraph 6.4 below.
- 6.2.2** Authorized Former Participants shall receive their settlement payments in the form of a tax-qualified rollover or in the form of a check, as provided in Paragraph 6.5 below.
- 6.2.3** Beneficiaries shall receive payments by check in amounts corresponding to their entitlement as beneficiaries of the Current Participant or of the

Authorized Former Participant with respect to which the payment is made. Alternate Payees shall receive payments by check if and to the extent they are entitled to receive a portion of a Current Participant's or Authorized Former Participant's allocation under this Article 6 in accordance with the terms of the applicable Qualified Domestic Relations Order. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.

6.3 Calculation of Settlement Payments. Payments to Authorized Former Participants and Current Participants shall be calculated by the Settlement Administrator in accordance with the Plan of Allocation as follows:

6.3.1 The Settlement Administrator shall obtain from Defendants or the Plans' recordkeeper the quarter-ending account balances invested in the Plans' investment options or the Plans for each Class Member during the Class Period, as well as data reflecting the current allocation of new contributions among the Plans' recordkeepers for each Current Participant. Defendants agree to provide the necessary approvals authorizing transmission of such information to the Settlement Administrator.

6.3.2 Payments to Authorized Former Participants and Current Participants shall be calculated by the Settlement Administrator as follows:

1. The end-of-quarter balances for the Class Period of each Current Participant and each Authorized Former Participant are identified for each quarter;
2. All end-of-quarter balances identified in step 1 are summed together for each Current Participant and each Authorized Former Participant;
3. An average end-of-quarter balance for each Current Participant and each Authorized Former Participant is calculated for the Class Period (with a zero included as the balance for any quarter during which the individual did not participate in the Plan);
4. For each Current Participant and each Authorized Former Participant, the average end-of-quarter balance of step 3 is divided by the average end-of-quarter balance for the Class Period of all Current and Authorized Former Participants;
5. Each Current Participant and each Authorized Former Participant will receive the fraction of the total Net Settlement Amount which is calculated in step 4.

- 6.3.3** No amount shall be distributed to a Class Member that is ten dollars (\$10.00) or less, because such an amount is de minimis and would cost more in processing than its value. If the payment amount to a Class Member is calculated by the Settlement Administrator to be less than \$10.00, then that Class Member's pro-rata share of the Net Settlement Amount shall be zero for all purposes. The Settlement Administrator shall then remove any Class Members whose payment amount was less than \$10.00 and repeat the calculation outlined in Paragraph 6.3.2 with the remaining Class Members..
- 6.3.4** The Settlement Administrator shall determine the total settlement payment available to each Current Participant and Authorized Former Participant by calculating each such participant's share of the Net Settlement as set forth above.
- 6.3.5** The Settlement Administrator shall complete all payment calculations for all Current Participants and Authorized Former Participants within forty-five (45) calendar days after the Settlement Effective Date.
- 6.3.6** The Settlement Administrator shall utilize the calculations required to be performed herein for (a) making the required payments to Current Participants and Authorized Former Participants under Paragraphs 6.4 and 6.5 of the Settlement Agreement; and (b) instructing the Plans as to the amounts to be distributed to the Current Participants under Paragraph 6.4 of the Settlement Agreement and calculating the total amount to deposit into each Current Participant's Active Account(s) to fulfill this instruction.
- 6.3.7** The total amount of all checks to be written by the Settlement Administrator plus the total amount of all credits that the Plans are instructed to make to Current Participants may not exceed the Net Settlement Amount. Nothing in this Paragraph is intended to modify the requirements of Paragraph 6.6 below. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Amount.
- 6.3.8** The Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including, but not limited to, the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.
- 6.4** **Payments to Current Participants.** Current Participants will not be required to submit a Former Participant Claim Form to receive a settlement payment.

- 6.4.1** Within five (5) business days after the Settlement Administrator has completed all payment calculations for all Current Participants, the Settlement Administrator will provide to the Plans' recordkeeper(s) an Excel spreadsheet containing the name, Social Security number (or alternative identifier(s) mutually acceptable to the Settlement Administrator and Defendants), and amount of the settlement payment to be made into the Active Account(s) for each of the Current Participants. If the Excel spreadsheet includes Social Security numbers, the Settlement Administrator will transmit the spreadsheet in a manner to protect the confidentiality of the Social Security Numbers.
- 6.4.2** Thereafter, within ten (10) business days' written notice to Defendants (or their designee), the Settlement Administrator shall effect a transfer from the Qualified Settlement Fund to the Plans of the aggregate amount of all settlement payments payable to Current Participants with that recordkeeper, as reflected in the spreadsheets provided by the Settlement Administrator.
- 6.4.3** Defendants (or their designee) shall direct the Plans' recordkeeper to credit the individual Active Account(s) of each Current Participant in an amount equal to that stated on the spreadsheets provided by the Settlement Administrator in relation to such Current Participant.
- 6.4.4** The settlement payment for each Current Participant with each recordkeeper will be invested in accordance with and proportionate to such Current Participant's investment elections then on file for new contributions with that recordkeeper. If there is no investment election for new contributions on file for any Current Participant with a recordkeeper, then such Current Participant shall be deemed to have directed such payment to be invested in the relevant Plan's "Qualified Default Investment Alternative" as defined in 29 C.F.R. § 2550.404c-5.
- 6.4.5** The Plans' recordkeepers shall process all Current Participant transactions within thirty (30) calendar days of receiving direction from Defendants (or their designee) for any Current Participant.
- 6.4.6** If, as of the date when distributions pursuant to this Settlement Agreement are made, a Current Participant no longer has an Active Account, he or she will be treated as an Authorized Former Participant for purposes of the settlement distribution only and will receive his or her payment from the Settlement Administrator in the form of a check as described in Article 6.5. A Current Participant who no longer has an Active Account on the date of his or her Settlement distribution need not complete a Former Participant Claim Form.
- 6.5** **Payments to Authorized Former Participants.** For each Authorized Former Participant, the Authorized Former Participant will have the opportunity to

elect a tax-qualified rollover of his or her settlement payment to an individual retirement account or other eligible employer plan, which he or she has identified on the Claim Form, provided that the Authorized Former Participant supplies adequate information to the Settlement Administrator to effect the rollover. Otherwise, the Authorized Former Participant will receive his or her settlement payment directly by check. The distributions shall be issued as follows:

- 6.5.1** The Settlement Administrator will either effect the rollover from the Qualified Settlement Fund elected by the Authorized Former Participant in the Claim Form (if the conditions for such rollover are satisfied) and any associated paperwork necessary to effect these settlement distributions by rollover, or issue a check from the Qualified Settlement Fund to the Authorized Former Participant and mail the check to the address of such Authorized Former Participant listed in his or her Former Participant Claim Form or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means.
- 6.5.2** With respect to settlement payments that are not rolled over to a qualified account, the Settlement Administrator shall (i) calculate and withhold any applicable taxes associated with the payments allocable to the Authorized Former Participant; (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to the Authorized Former Participants.
- 6.6** This Plan of Allocation is based upon preliminary data regarding the Class Members who may be entitled to settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Settling Parties will modify promptly the terms of this Plan of Allocation and present such modified terms, first, to the Independent Fiduciary for its review and approval and, second, to the Court for its approval. Direct mailed notice to Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted by the Settlement Administrator on the Settlement Website.

The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

- 6.7** Within ten (10) business days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel, Defense Counsel, and Defendants one or more affidavits stating the following: (a) the name of each Class Member to whom the Settlement Administrator sent the Settlement Notice or the Former Participant Claim Form, and the address of such mailing; (b) the date(s) upon which the Settlement Administrator sent the

Settlement Notice or the Former Participant Claim Form; (c) the name of each Class Member whose Settlement Notice or Former Participant Claim Form was returned as undeliverable; (d) the efforts made by the Settlement Administrator to find the correct address and to deliver the Settlement Notice or Former Participant Claim Form for each such Class Member; and (e) the name of each Class Member to whom the Settlement Administrator made a distribution from the Net Settlement Amount, together with the amount of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable. These affidavits and the accompanying information shall be considered “Confidential” under the terms of the Protective Order.

- 6.8** The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and the Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.
- 6.9** Each Class Member, including any Beneficiary or Alternate Payee, who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each such Class Member, including any Beneficiary or Alternate Payee, shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys’ fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.
- 6.10** All checks issued in accordance with this Plan of Allocation shall expire one hundred twenty (120) calendar days after their issue date. All checks that are undelivered or are not cashed before their expiration date shall revert to the Qualified Settlement Fund.
- 6.11** No sooner than thirty (30) calendar days following the end of the Settlement Period, any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs, taxes and interest-earned on the Qualified Settlement Fund, shall be paid to the Plans for the purpose of

defraying administrative fees and expenses of the Plans that would otherwise be charged to the Plans' participants.

7. Article 7 – Attorneys' Fees and Costs

- 7.1** Class Counsel will seek approval from the Court of their attorneys' fees not to exceed one-third of the Gross Settlement Amount, and litigation costs and expenses advanced and carried by Class Counsel during this litigation. Any such award shall be paid from the Gross Settlement Amount. Defendants shall have no independent responsibility or liability for such attorneys' fees and costs and/or to any other person who may assert some claim thereto, or any fee and expense award that the Court may make in the Action.
- 7.2** Class Counsel will file a motion for an award of Attorneys' Fees and Costs at least thirty (30) days before the deadline set in the Preliminary Approval Order for objections to the proposed settlement, which may be supplemented thereafter. Defendants will take no position with the Court regarding Class Counsel's request for Attorneys' Fees and Costs, to the extent it does not exceed the amounts set forth in Article 7, and shall take no position with the Court regarding any request for Class Representatives' Compensation that does not exceed \$5,000 per Class Representative.

8. Article 8 – Release and Covenant Not to Sue

- 8.1** As of the Settlement Effective Date, the Plans (subject to Independent Fiduciary approval as required by Paragraph 3.1) and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plans, shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Parties from the Released Claims, whether or not such Class Members have received a monetary benefit from the Settlement, whether or not such Class Members have executed and delivered a Former Participant Claim Form, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.
- 8.2** As of the Settlement Effective Date, the Class Representatives, the Class Members and the Plans (subject to Independent Fiduciary approval as required by Paragraph 3.1), expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim on the basis of, connected with, or arising out of any of the Released Claims. Nothing

herein shall preclude any action to enforce the terms of this Settlement Agreement in accordance with the procedures set forth in this Settlement Agreement.

- 8.3** The Class Representatives, Class Counsel, the Class Members, or the Plans may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Class Member and the Plans shall expressly, upon the entry of the Final Approval Order, be deemed to have, and, by operation of the Final Approval Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representatives, Class Members and the Plans acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.
- 8.4** Each Class Representative, each Class Member, and the Plans hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Approval Order, the Class Members shall be conclusively deemed to, and by operation of the Final Approval Order shall, settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims pertaining specifically to Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Also, the Class Representatives and Class Members shall, upon entry of the Final Approval Order with respect to the Released Claims, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

9. Article 9 – Representations and Warranties

9.1 The Settling Parties represent that:

- 9.1.1** They are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;
- 9.1.2** They assume the risk of mistake as to facts or law;
- 9.1.3** They recognize that additional evidence may have come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement;
- 9.1.4** They have read carefully the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each individual executing this Settlement Agreement on behalf of each of the Settling Parties; and
- 9.1.5** They have made such investigation of the facts pertaining to the Settlement and all matters pertaining thereto, as they deem necessary.

9.2 Each individual executing this Settlement Agreement on behalf of a Settling Party does hereby personally represent and warrant to the other Settling Parties that he/she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

10. Article 11 – Termination, Conditions of Settlement, and Effect of Disapproval, Cancellation, or Termination

10.1 The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

- 10.1.1** Under Paragraph 3.1 (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by the PTE 2003-39; and (b) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39;

- 10.1.2** The Preliminary Approval Order or the Final Approval Order is not entered by the Court in substantially the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;
- 10.1.3** The Settlement Class is not certified as defined herein or in a form which is otherwise agreed to by the Settling Parties;
- 10.1.4** This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or
- 10.1.5** The Preliminary Approval Order or Final Approval Order is finally reversed on appeal, or is modified on appeal, and the Settling Parties do not mutually agree to any such modifications.
- 10.2** If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Action and the Released Claims asserted by the Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants, their agents, or insurers pro rata based on their contributions to the Qualified Settlement Fund within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void, except as provided for in Paragraph 10.4. Any Attorneys' Fees and Costs or Class Representatives' Compensation, as well as any payments to the Settlement Class, must be returned to the Qualified Settlement Fund.
- 10.3** It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs and/or Class Representatives' Compensation and/or modifies any of the proposed orders relating to Attorneys' Fees and Costs and/or Class Representatives' Compensation.
- 10.4** In the event that the Settlement Agreement is terminated, Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid by Class Counsel, on the one hand, and Defendants (or their insurer(s)), on the other hand.
- 11. Article 12 – Confidentiality of the Settlement Negotiations and Permitted Settlement-Related Communications**

 - 11.1** Except as explicitly set forth below, the Settling Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Action and the Settlement Agreement.

11.2 The Class Representatives, Class Counsel, Defendants, Defense Counsel, the Independent Fiduciary, the Escrow Agent, and the Settlement Administrator shall not make any public statements, whether through the press, social media, or any other means, regarding the Settlement of the Action other than to the Court or in the Court-approved Settlement Notice and the Settlement Website.

11.2.1 Defendants, Class Counsel and their agents and employees in any of the following will be permitted to disclose information as necessary and appropriate in the following circumstances: (i) to entities in connection with the preparation of financial statements; (ii) to accountants and auditors; (iii) in public filings; (iv) to government regulatory agencies or their representatives in response to direct inquiries or as otherwise required by law; (v) to the Plan, the fiduciaries of the Plan, the Independent Fiduciary, and the recordkeepers for the Plan; (vi) to any local, state, or federal taxing authority; and (vii) as reasonably required to enforce rights under this Settlement Agreement.

11.2.2 Nothing in this Settlement Agreement shall be construed to restrict Class Counsel's ability to respond to inquiries regarding the Action made by the Independent Fiduciary, Settlement Administrator, Class Members, beneficiaries, or their representatives.

11.2.3 Nothing in this Settlement Agreement shall be construed to restrict the ability of Defendants and Defense Counsel to discuss publicly-available information concerning the Action or the Settlement Agreement with (i) their current, future, or former employees, (ii) any current, future, and former Plan participants (or their beneficiaries) or their representatives, current or former employees, (iii) Defendants' insurers or their representatives, (iv) the Plans or the Plans' recordkeepers, and (v) the Released Parties or their representatives.

11.2.4 Nothing in this Settlement Agreement restricts the ability of the Settling Parties to make disclosures regarding the Class Action and/or the Settlement Agreement in response to, or in connection with, any actual or threatened attempt to assert any of the Released Claims in connection with any legal claim, action, or proceeding.

12. Article 13 – General Provisions

12.1 The Settling Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.

- 12.2** This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants or the Released Parties of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Action or any other proceeding, and Defendants and the Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Action. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual. Subject to Federal Rule of Evidence 408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose.
- 12.3** Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (b) any act, omission, or determination of the Independent Fiduciary; (c) the management, investment, or distribution of the Qualified Settlement Fund; (d) the Plan of Allocation as approved by the Court; (e) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (g) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for, or liability whatsoever with respect to, any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.
- 12.4** Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiffs and Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.
- 12.5** This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Ohio law.

- 12.6** Class Counsel, Defense Counsel, and the Settling Parties agree that any and all disputes concerning compliance with the Settlement Agreement, with the exception of any and all disputes concerning compliance with Article 8, shall be exclusively resolved as follows:
- 12.6.1** If a Settling Party has reason to believe that a legitimate dispute exists concerning the Settlement Agreement, other than any and all disputes concerning compliance with Article 8, the party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other party including in such notice: (a) a reference to all specific provisions of the Settlement Agreement that are involved; (b) a statement of the alleged non-compliance; (c) a statement of the remedial action sought; and (d) a brief statement of the specific facts, circumstances, and any other arguments supporting the position of the party raising the dispute;
- 12.6.2** Within twenty-one (21) calendar days after receiving the notice described in Paragraph 12.6.1, the receiving party shall respond in writing with its position and the facts and arguments it relies on in support of its position;
- 12.6.3** For a period of not more than twenty-one (21) calendar days following mailing of the response described in Paragraph 12.6.3, the Settling Parties shall undertake good-faith negotiations to attempt to resolve the dispute;
- 12.6.4** If the dispute is not resolved during the period described in Paragraph 12.6.3, the parties shall conduct a mediation of the dispute with the Mediator on the earliest reasonably practicable date; provided, however, that the scope of such mediation shall be expressly limited to the dispute;
- 12.6.5** The Settling Parties intend to resolve any disputes quickly, expeditiously, and inexpensively.
- 12.6.6** In any mediation under Paragraphs 12.6.4, each Settling Party shall bear its own fees and costs.
- 12.6.7** If the dispute is not resolved through mediation, either Settling Party may request that the Court resolve the dispute.
- 12.7** The Settling Parties agree that the Court has personal jurisdiction over the Settlement Class and Defendants and shall maintain personal and subject-matter jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with this Settlement Agreement that are not resolved under Paragraph 12.6. Any motion or action to enforce this Settlement Agreement—including by way of injunction—may be filed in the U.S. District Court for the Northern District of Ohio, or asserted by way of an affirmative

defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.

- 12.8** The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 12.9** Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, or its counsel.
- 12.10** Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Paragraphs they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words "without limitation."
- 12.11** Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.
- 12.12** This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits thereto.
- 12.13** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other

breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

- 12.14** Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
- 12.15** All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of Settlement.
- 12.16** All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit 1 – Former Participant Claim Form; Exhibit 2 – Preliminary Approval Order; Exhibit 3 – Notice of Class Action Settlement and Fairness Hearing to Current Participants; Exhibit 4 – Notice of Class Action Settlement and Fairness Hearing to Former Participants; Exhibit 5 – Final Approval Order; and Exhibit 6 – Form of CAFA Notice.
- 12.17** No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.
- 12.18** Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier;

IF TO THE CLASS REPRESENTATIVES:

Brock J. Specht
NICHOLS KASTER, PLLP
4700 IDS Center
80 S. Eighth Street
Minneapolis, MN 55402
bspecht@nka.com
Tel: (612) 256-3200
Fax: (612) 338-4878

IF TO DEFENDANTS:

Matthew J. Sharbaugh
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
matthew.sharbaugh@morganlewis.com
Tel: (202) 739-3000
Fax: (202) 739-3001

12.19 The undersigned counsel, on behalf of themselves and the Settling Parties, agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms.

* * * * *

ON BEHALF OF PLAINTIFFS Elizabeth Schaf and Thomas Scarber, Individually and as Representatives of the Class:

Dated: February 16, 2024

Elizabeth Schaf

Thomas Scarber



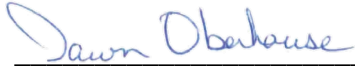
Brock J. Specht
NICHOLS KASTER, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
bspecht@nka.com
Telephone: (612) 256-3200
Facsimile: (612) 256-6870

*Attorneys for Plaintiffs and Class
Representatives*

ON BEHALF OF DEFENDANTS:

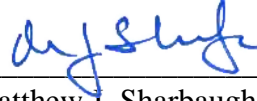
Dated: February 23, 2024

By: Dawn Oberhouse



Dawn Oberhouse

VP, Global Rewards, O-I Glass, Inc.



Matthew J. Sharbaugh
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Tel: (202) 739-3000
Fax: (202) 739-3001
matthew.sharbaugh@morganlewis.com

*Attorneys for Defendants
O-I Glass, Inc. and the Owens Illinois
Employee Benefits Committee*

DB1/ 143419027

IF TO DEFENDANTS:

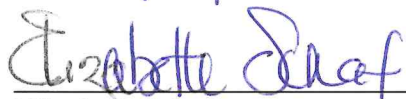
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* * * * *

ON BEHALF OF PLAINTIFFS Elizabeth Schaf and Thomas Scarber, Individually and as Representatives of the Class:

Dated: 2/15/24



Elizabeth Schaf

Thomas Scarber

Brock J. Specht
NICHOLS KASTER, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
bspecht@nka.com
Telephone: (612) 256-3200
Facsimile: (612) 256-6870

*Attorneys for Plaintiffs and Class
Representatives*

IF TO DEFENDANTS:

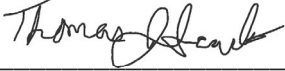
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* * * * *

ON BEHALF OF PLAINTIFFS Elizabeth Schaf and Thomas Scarber, Individually and as Representatives of the Class:

Dated: February 16, 2024

Elizabeth Schaf


Thomas Scarber




Brock J. Specht
NICHOLS KASTER, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
bspecht@nka.com
Telephone: (612) 256-3200
Facsimile: (612) 256-6870

*Attorneys for Plaintiffs and Class
Representatives*




SIGNATURE CERTIFICATE



REFERENCE NUMBER
78EF3B7D-6EA7-4FF8-9AA8-4B75FA082BA8

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 78EF3B7D-6EA7-4FF8-9AA8-4B75FA082BA8</p> <p>Transaction Type Signature Request</p> <p>Sent At 02/20/2024 12:44 EST</p> <p>Executed At 02/20/2024 13:07 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum a5c6217d98b330de214de1e2195a30c6980ad81dd72cf34a8ded6f6740127ee1</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Settlement Agreement 2665618 6</p> <p>Filename Settlement_Agreement_2665618_6.pdf</p> <p>Pages 32 pages</p> <p>Content Type application/pdf</p> <p>File Size 329 KB</p> <p>Original Checksum 8f26a5339d99bc796204878e90793958642b7a15066f5cdddc357b8273489b4d</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Thomas Scarber</p> <p>Email tjscarber@gmail.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 64e98146f3e3a436e4f524078c6d601c55add7b8ba424895c6daab776eb445c3</p> <p>IP Address 174.209.32.36</p> <p>Device Chrome Mobile iOS via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 8DDC2E8B</p> <p>Signature Biometric Count 4</p>	<p>Viewed At 02/20/2024 12:59 EST</p> <p>Identity Authenticated At 02/20/2024 13:07 EST</p> <p>Signed At 02/20/2024 13:07 EST</p>

AUDITS

TIMESTAMP	AUDIT
02/20/2024 12:44 EST	Mary Arend (arend@nka.com) created document 'Settlement_Agreement_2665618_6.pdf' on Chrome via Windows from 4.4.85.146.
02/20/2024 12:44 EST	Thomas Scarber (tjscarber@gmail.com) was emailed a link to sign.
02/20/2024 12:59 EST	Thomas Scarber (tjscarber@gmail.com) viewed the document on Chrome Mobile iOS via iOS from 174.209.32.36.
02/20/2024 13:07 EST	Thomas Scarber (tjscarber@gmail.com) authenticated via email on Chrome Mobile iOS via iOS from 174.209.32.36.
02/20/2024 13:07 EST	Thomas Scarber (tjscarber@gmail.com) signed the document on Chrome Mobile iOS via iOS from 174.209.32.36.

EXHIBIT 1

O-I Glass, Inc. Retirement Plans Settlement Administrator

P.O. Box [number]

[City, State, ZIP]

Email: info@

[www.settlementwebsite.com]

FORMER PARTICIPANT CLAIM FORM

JOHN Q CLASSMEMBER
123 MAIN ST APT 1
ANYTOWN, ST 12345

Claim Number: 1111111

This Former Participant Claim Form is **ONLY** for Class Members who are **Former Participants** of the Owens-Illinois Long-Term Savings Plan or the Owens-Illinois Stock Purchase and Savings Program, or the beneficiaries or alternate payees of Former Participants (all of whom will be treated as Former Participants). A Former Participant is a Class Member who did not have an Active Account as of March 31, 2024.

This form must be completed, signed, and mailed with a postmark on or before **[DATE]** to the Settlement Administrator in order for you to receive your share of the Settlement proceeds. **Former Participants who do not complete and timely return this form will not receive any Settlement payment.** Please review the instructions below carefully. If you have questions regarding this Claim Form, you may contact the Settlement Administrator as indicated below.

PART 1: INSTRUCTIONS FOR COMPLETING FORMER PARTICIPANT CLAIM FORM

1. Complete this claim form and keep a copy of all pages of your Former Participant Claim Form, including the first page with the address label, for your records.
2. **Mail your completed Former Participant Claim Form postmarked on or before **[DATE]** to the Settlement Administrator at the following address:**

O-I Glass, Inc. Retirement Plans Settlement Administrator

P.O. Box [number]

[City, State, ZIP]

It is your responsibility to ensure the Settlement Administrator has timely received your Former Participant Claim Form.

3. Other Reminders:
 - You must provide date of birth, signature, and a completed Substitute IRS Form W-9, which is attached as part 5 to this form.
 - If you desire to do a rollover but you do not complete in full the rollover information in Part 4, below, payment will be made to you by check.
 - If you change your address after sending in your Former Participant Claim Form, please provide your new address to the Settlement Administrator.
 - Timing of Payments to Eligible Class Members. Please note that Settlement payments are subject to the Settlement Agreement's receiving final Court approval. If the Settlement Agreement is approved and if you are entitled to a Settlement payment under the terms of the Settlement, such payments will likely be distributed within approximately **90** days after the Court's final approval order due to the need to process and verify information for all Class Members who are entitled to a payment and to compute the amount of each payment. Payments may be further delayed if any appeals are filed.
4. **Questions?** If you have any questions about this Former Participant Claim Form, please call the Settlement Administrator at **[phone number]**. The Settlement Administrator will provide advice only regarding completing this form and will not provide financial, tax or other advice concerning the Settlement. You therefore may want to consult with your financial or tax advisor. Information about the status of the approval of the Settlement, the Settlement administration, and claim processing is available on the settlement website, **[www.settlementwebsite.com]**.

You are eligible to receive a payment from a class action settlement. The court has preliminarily approved the class settlement of *Schaf, et al. v. O-I Glass, Inc., et al.*, Civil Action 3:22-cv-01240-JZ (N.D. Ohio). That settlement provides allocation of monies to the individual accounts of persons who participated in the Owens-Illinois Long-Term Savings Plan or the Owens-Illinois Stock Purchase and Savings Program (the "Plans") at any time during the period from July 22, 2016, through [date of the Preliminary Approval Order] ("Class Members") as defined in the Settlement Agreement. Class Members who are entitled to a distribution but who no longer had Active Accounts as of March 31, 2024, ("Former Participants") will receive their allocations in the form of a check or rollover if and only if they mail a valid Former Participant Claim Form postmarked on or before [DATE] to the Settlement Administrator. For more information about the Settlement, please see [www.settlementwebsite.com] or call [phone number].

Because you are a Former Participant in the Plan, you must decide whether you want your payment (1) sent payable to you directly by check or (2) to be rolled over into another eligible retirement plan or into an individual retirement account ("IRA"). To make a payment election, please complete and mail this Former Participant Claim Form postmarked on or before [DATE] to the Settlement Administrator. If you do not indicate a payment election, your payment will be sent to you directly by check.

PART 2: PARTICIPANT INFORMATION

First Name _____ Middle _____ Last Name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Work Phone or Cell Phone _____

Participant's Social Security Number _____ Participant's Date of Birth _____

Email Address _____

M M D D Y Y Y Y

Check here if you are a Former Participant, but did not receive this Claim Form in the mail.

PART 3: BENEFICIARY OR ALTERNATE PAYEE INFORMATION (IF APPLICABLE)

- Check here if you are the **surviving spouse or other beneficiary** for the Former Participant and the Former Participant is deceased. **Documentation must be provided showing current authority of the representative to file on behalf of the deceased.** Please complete the information below and then continue on to Parts 4 and 5 on the next page.
- Check here if you are an alternate payee under a qualified domestic relations order (QDRO). The Settlement Administrator may contact you with further instructions. Please complete the information below and then continue on to Parts 4 and 5 on the next page.

Your First Name _____ Middle _____ Last Name _____

Your Social Security Number or Tax ID Number _____ Your Date of Birth _____

Your Mailing Address _____

M M D D Y Y Y Y

City, State, ZIP _____

EXHIBIT 2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

Elizabeth Schaf and Thomas Scarber,
individually and as a representative of a class
of similarly situated persons, and on behalf of
the Seventh Amended and Restated Owens-
Illinois, Inc. Long-Term Savings Plan and
Eighth Amended and Restated Owens-
Illinois, Inc. Stock Purchase and Savings
Program,

Plaintiffs,

v.

O-I Glass, Inc. and Owens-Illinois Employee
Benefits Committee,

Defendants.

Case No. 3:22-cv-01240-JZ

**[Proposed] Order on Plaintiffs’
Motion for Preliminary Approval of
Class Action Settlement**

This litigation arose out of claims of alleged breaches of fiduciary duties in violation of the Employee Retirement Income Security Act of 1974 (“ERISA”) against Defendants O-I Glass, Inc. and the Owens-Illinois Employee Benefits Committee in connection with the management of the Seventh Amended and Restated Owens-Illinois, Inc. Long-Term Savings Plan and Eighth Amended and Restated Owens-Illinois, Inc. Stock Purchase and Savings Program (the “Plans”).

Presented to the Court for preliminary approval is a settlement of the litigation as against all Defendants. The terms of the Settlement are set out in a Settlement Agreement dated February 23, 2024, executed on behalf of the Parties by Class Counsel and Defense Counsel. Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to them in the Settlement Agreement.

Upon reviewing the Settlement Agreement and the papers submitted in connection with the Motion for Preliminary Approval, and good cause appearing therefore, the Court hereby **ORDERS** as follows:

1. Preliminary Finding Regarding Proposed Settlement: The Court preliminarily finds that:

- A. The proposed Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by an experienced and neutral mediator;
- B. The Settlement was negotiated only after Class Counsel had received pertinent information from Defendants;
- C. Class Counsel and Class Representatives have submitted declarations in support of the Settlement; and
- D. Considering the relevant Sixth Circuit factors, the Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Settlement Class.

2. Fairness Hearing: A hearing will be held on [a date no sooner than one-hundred-thirty (130) calendar days after the date of the Preliminary Approval Order] _____, 2024, at _____M., in Courtroom _____ of the United States District Court for the Northern District of Ohio, before the undersigned United States District Judge, to determine, among other issues:

- A. Whether the Court should approve the Settlement as fair, reasonable, and adequate;
- B. Whether the Court should enter the Final Approval Order; and

- C. Whether the Court should approve Class Counsel's Motion for Attorneys' Fees and Costs, Administrative Expenses, and Class Representatives' Compensation, and a reserve for anticipated future Administrative Expenses.

3. Class Certification: The following Settlement Class is preliminarily certified for settlement purposes only pursuant to Fed R. Civ. P. 23(b)(1):

All participants and beneficiaries of the Plans at any time during the Class Period (from July 22, 2016 through the date of the Preliminary Approval Order), including any Beneficiary of a deceased person who was a Participant in the Plans at any time during the Class Period, to include any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plans at any time during the Class Period. Excluded from the Settlement Class are any individuals who had fiduciary responsibility for the Plans' investment or administrative functions during the Class Period.

The Court appoints Thomas Scarber and Elizabeth Schaf as Class Representatives for the Settlement Class. Further, the Court appoints Nichols Kaster, PLLP as counsel for the Settlement Class.

4. Settlement Administrator: The Court approves and orders that Atticus Administration LLC shall serve as the Settlement Administrator and be responsible for carrying out the responsibilities set forth in the Settlement Agreement:

- A. The Settlement Administrator shall be bound by the Protective Order and any further non-disclosure or security protocol required by the Settling Parties;
- B. The Settlement Administrator shall use the data provided by Defendants and the Plans' recordkeeper(s) solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose; and
- C. At the request of the Settling Parties, the Settlement Administrator shall provide a written protocol concerning how the Settlement Administrator will maintain and

store information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

5. Settlement Notice: The Parties have presented to the Court the Settlement Notices, attached as Exhibits 3 and 4 to the Settlement Agreement, which is the proposed form of notice regarding the Settlement for distribution to Class Members.

A. The Court approves the text of the Settlement Notices and finds that:

- i. the proposed Settlement Notices fairly and adequately:
 - a. describe the terms and effect of this Settlement Agreement and of the Settlement, including as to the proposed Plan of Allocation;
 - b. advises the Settlement Class that Class Counsel will seek an award of Attorneys' Fees and Costs from the Settlement Fund, as well as compensation for the Class Representatives;
 - c. provide sufficient notice to all members of the Settlement Class of the time and place of the Fairness Hearing;
 - d. describe the rights of all Class Members including that the recipients of the Settlement Notice may object to approval of the Settlement, including as to the appropriate procedure and timing by which to do so; and
- ii. the proposed manner of distributing the Settlement Notice to Class Members is the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of

the United States, and any other applicable law and fully complies with the requirements of Federal Rule of Civil Procedure 23 and due process; and

iii. notice of changes to the Settlement Agreement, future orders regarding the Settlement, modifications to the Settlement Notice, changes in the date or timing of the Fairness Hearing, or other modifications to the Settlement, including the Plan of Allocation, may be provided to the Settlement Class through the Settlement Website without requiring additional mailed or electronic notice.

B. Following the entry of this Order, the Settlement Administrator shall send by electronic means, or by first-class mail, the Settlement Notice to each Class Member identified by the Settlement Administrator, and the Former Participant Claim Form to each Former Participant identified by the Settlement Administrator, based upon the data provided by the Plans' recordkeepers.

C. On or before the date that Settlement Notice is sent to the Settlement Class, the Settlement Administrator shall establish a Settlement Website and telephone support line as provided by the Settlement Agreement. The Settlement Administrator shall post a copy of the Settlement Notices on the Settlement Website.

6. **Establishment of Qualified Settlement Fund.** A common fund is agreed to by the Parties in the Settlement Agreement and is hereby established and shall be known as the "Settlement Fund."

A. The Settlement Fund shall be a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1(a) promulgated under Section 468B of the

Internal Revenue Code. The Settlement Fund shall be funded and administered in accordance with the terms of the Settlement Agreement.

- B. Defendants shall have no withholding, reporting or tax reporting responsibilities with regard to the Settlement Fund or its distribution, except as otherwise specifically identified in the Settlement Agreement. Moreover, Defendants shall have no liability, obligation, or responsibility for administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund except for: (1) their obligation to cause the Gross Settlement Amount to be paid; and (2) their agreement to cooperate in facilitating the provision of information that is necessary for Settlement administration as set forth in the Settlement Agreement.
- C. The Settlement Administrator may make disbursements out of the Settlement Fund only in accordance with this Preliminary Approval Order or any additional orders issued by the Court. The Settlement Fund shall expire after the Settlement Administrator distributes all of the assets of the Settlement Fund in accordance with the Settlement Agreement; provided, however, that the Settlement Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges, and excises of any kind, including income taxes, and any interest, penalties, or additions to such amounts are, in the Settlement Administrator's sole discretion, finally determined and all such amounts have been paid by the Settlement Fund.
- D. The Court and the Settlement Administrator recognize that there will be tax payments and withholding and reporting requirements in connection with the administration of the Settlement Fund. The Settlement Administrator shall, in accordance with the Settlement Agreement, determine, withhold, and pay over to

the appropriate taxing authorities any taxes due with respect to any distribution from the Settlement Fund and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Settlement Fund. The Settlement Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Settlement Fund. Additionally, the Settlement Administrator shall file returns and reports with the appropriate taxing authorities with respect to the payment and withholding of taxes. The Settlement Administrator, in its discretion, may request expedited review and decision by the IRS or the applicable state or local taxing authorities with regard to the correctness of the returns filed for the Settlement Fund and shall establish reserves to assure the availability of sufficient funds to meet the obligations of the Settlement Fund itself and the Settlement Administrator as a fiduciary of the Settlement Fund. Reserves may be established for taxes on the Settlement Fund or income on distributions.

- E. The Settlement Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement, including for purposes of investing, allocating, and distributing the Settlement Fund, and in general supervising the administration of the Settlement Agreement in accordance with its terms and this Order. The Settlement Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements, and other transactions of the Settlement Fund. All accounts, books, and records relating to the Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Settlement Administrator's records shall

be complete information regarding actions taken with respect to the award of any payments to any person, the nature and status of any payment from the Settlement Fund, and other information which the Settlement Administrator considers relevant to showing that the Settlement Fund is being administered, and awards are being made, in accordance with the purpose of the Settlement Agreement, this Preliminary Approval Order, and any future orders that the Court may issue.

7. Preliminary Injunction: Each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns are preliminarily enjoined from suing Defendants, the Plans, or the Released Parties in any action or proceeding alleging any of the Released Claims. Pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, or the Plans.

8. Objections to Settlement: Any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any notice of intent to appear or supporting documents must be filed at least thirty (30) calendar days prior to the scheduled Fairness Hearing. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to appear within the time limitation set forth above.

9. Responses to Objections: Any Party may file a response to an objection by a Class Member. Any Party may, but is not required to, serve discovery requests, including requests for documents and notices of deposition not to exceed two (2) hours in length, on any objector within ten (10) calendar days of receipt of the objection, and that any responses to discovery or depositions must be completed within ten (10) calendar days of the discovery request being served on the objector. Defense Counsel and Class counsel shall promptly furnish each other with copies of any objections that come into their possession.

10. Former Participant Claim Form: Authorized Former Participants must mail their Former Participant Claim Form, attached as Exhibit 1 to the Settlement Agreement, to the Settlement Administrator postmarked no later than twenty-one (21) days prior to the Fairness Hearing.

11. Continuance of Hearing: The Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court.

12. Termination of Settlement: If the Settlement is terminated in accordance with the Settlement Agreement, this Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective positions existing the day before the Settlement Agreement Execution Date.

13. Use of Order: This Order shall not be construed or used as an admission, concession, or declaration by or against the defendants of any fault, wrongdoing, breach, or liability, or a waiver of any claims or defenses. This Order shall not be construed or used as an admission, concession, or declaration by or against any named plaintiff, Class Representatives, or the Settlement Class that their claims lack merit, or that the relief requested by Plaintiffs is

inappropriate, improper, or unavailable. This Order shall not be construed or used as a waiver by any party of any arguments, defenses, or claims they may have.

14. CAFA Notice: The Court approves the form of the CAFA Notices attached as Exhibit 6 to the Settlement Agreement and orders that upon mailing of the CAFA notices, Defendants shall have fulfilled its obligations under CAFA the Class Action Fairness Act, 28 U.S.C. §§ 1711, *et seq.*

IT IS SO ORDERED.

Dated: _____

Hon. Jack Zouhary
United States District Judge

EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

If you participated in the Owens-Illinois Long-Term Savings Plan or the Owens-Illinois Stock Purchase and Savings Program at any time from July 22, 2016 to [Date of Preliminary Approval Order], you are part of a class action settlement.

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO OBJECT TO THE SETTLEMENT

***A Federal Court authorized this notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against O-I Glass, Inc. and Owens-Illinois Employee Benefits Committee, (together, "Defendants"). The class action lawsuit involves whether or not Defendants violated their fiduciary duties under the Employee Retirement Income Security Act of 1974 ("ERISA") in managing the Plans. Defendants deny all claims, and nothing in the Settlement is an admission or concession on Defendants' part of any fault or liability whatsoever.
- You are included as a Class Member if you participated in the Owens-Illinois Long-Term Savings Plan or the Owens-Illinois Stock Purchase and Savings Program (the "Plans") at any time from July 22, 2016 to [Date of Preliminary Approval] (the "Class Period").
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated February 23, 2024, and are summarized below. Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at [www.settlementwebsite.com]. Certain other documents will also be posted on that website. You should visit that website if you would like more information about the Settlement or the lawsuit. All papers filed in this lawsuit are also available for review via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>.
- Under the Settlement, Defendants have agreed to pay \$5,000,000.00 into a settlement fund. Class Members are eligible to receive a pro rata share of the amount of the settlement fund remaining after payment of Administrative Expenses, any Attorneys' Fees and Costs that the Court awards to Class Counsel, and any Service Awards that the Court awards to the Named Plaintiffs. The amount of each Class member's payment is based on a Plan of Allocation that takes into account each Class Member's account balances over the period of July 22, 2016, through [Date of Preliminary Approval]. Payments to Class Members who had a Plan account with a balance greater than \$0.00 as of March 31, 2024 (referred to herein as "Current Participant Class Members") will be automatically deposited into their respective Plan accounts. **Class Members who no longer had an account balance above \$0.00 as of March 31, 2024 (referred to herein as "Former Participant Class Members") must return a Former Participant Claim Form in order to receive a payment**, which may be made directly by check, unless the Former Participant Class Member elects to receive their payment through a rollover to a qualified retirement account. No payments will be made to any Class Member whose settlement amount is less than \$10.00. Current Participant Class Members who are determined to no longer have a Plan account with a balance greater than \$0.00 as of

the date of their Settlement payments will be treated as Former Participant Class Members and will receive an allocation by check.

- Please read this notice carefully. Your rights and the choices available to you — and the applicable deadlines to act — are explained in this Notice. Your legal rights are affected whether you act or not. Please note that neither O-I Glass, Inc., nor any O-I Glass, Inc. affiliate, nor any of their employees or representatives may advise you as to what the best choice is for you or how you should proceed.
- The Court still has to decide whether to give its Final Approval to the Settlement. A Fairness Hearing has been scheduled for [DATE] at [TIME] before the Court in courtroom [] of the James M. Ashley and Thomas W.L. Ashley U.S. Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio. Payments under the Settlement will be made only if the Court finally approves the Settlement and that Final Approval is upheld in the event of any appeal.

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Our records indicate that you are a Current Participant Class Member. You do not need to do anything to receive your settlement payment. You will get a share of the Settlement benefits to which you are entitled and will give up your rights to sue Defendants about the allegations in this case.
OBJECT BY [DATE]	If you wish to object to any part of the Settlement, you must file an objection with the Clerk of Court and provide copies to Class Counsel and Defense Counsel (as identified on page 7) to explain why you object.
ATTEND A HEARING	You may also attend the Fairness Hearing and speak at the Fairness Hearing on [DATE]. If you wish to speak at the hearing you must file and serve a notice of intent to appear within the time frame for filing an objection above. You will not be permitted to make an objection if you do not comply with the requirements for making objections.
SUBMIT A CLAIM FORM IF YOU BELIEVE YOU ARE A FORMER PARTICIPANT CLASS MEMBER	If you believe our records are inaccurate, and you are a “Former Participant Class Member” who did not have a Plan account balance greater than \$0.00 as of March 31, 2024, or are a Beneficiary or Alternate Payee of such a Participant, you must complete, sign, and mail a Former Participant Claim Form by [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER]. Former Participants will receive payment by check unless a rollover to a qualified retirement account is elected on the Claim Form. If you believe you are a Former Participant Class Member, a Former Participant Claim Form may be obtained by calling the Settlement Administrator at 1-800-#### or by accessing www.[Website].com. Former Participants who fail to complete, sign, and mail their Former Participant Claim Form will not receive a Settlement distribution. Regardless of whether you submit a claim form, you will give up your rights to sue Defendants about the allegations in this case.

BASIC INFORMATION

1. What is this notice and why should I read it?

A court authorized this notice to let you know about a proposed settlement of a class action lawsuit called *Schaf, et al. v. O-I Glass, Inc., et al.*, Civil Action 3:22-cv-01240-JZ (the “Action”), brought on behalf of the Class Members and the Plans, and pending in the United States District Court for the Northern District of Ohio. This notice describes the Settlement. Please read this notice carefully. Your rights and options—**and the deadlines to exercise them**—are explained in this notice. Please understand that if you are a Class Member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who allegedly have similar claims. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement. Among other things, this preliminary approval permits Class Members to voice their support of or opposition to the Settlement before the Court makes a final determination as to whether to approve the Settlement. In a class action, the Court resolves the issues for all class members.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

The Named Plaintiffs, suing individually and on behalf of the Class and Plans (the “Plaintiffs”), allege that Defendants breached their fiduciary duties under ERISA by failing to adequately evaluate and monitor the funds in the Plans, and failing to adequately monitor fees paid to the Plan’s investment manager. A more complete description of what Plaintiffs allege is in the Second Amended Complaint, which is available on the Settlement Website at www.WEBSITE.com.

Defendants deny all claims of wrongdoing or liability against them and assert that they have always acted prudently and in the best interests of the Plans’ participants and beneficiaries. Defendants are settling the Action solely to avoid the expense, inconvenience, and disruption of litigation, without admitting the allegations of breach and damage contained in the Second Amended Complaint.

4. Why is there a Settlement?

Plaintiff Peter Schaf filed this Action on July 14, 2022. The operative Second Amended Complaint was filed on June 16, 2023, adding Thomas Scarber as a Named Plaintiff and, after the death of Peter Schaf, substituting his surviving spouse, Elizabeth Schaf, as a Named Plaintiff. Defendants moved to dismiss the Action and the Court denied Defendants’ motion to dismiss on June 30, 2023. Instead of continuing Plaintiffs’ case against the Defendants, both sides agreed to a Settlement. That way, both sides avoided the cost and risk of additional court proceedings, and the affected Class Members will receive benefits that they would not have received if the Named Plaintiffs had litigated the remaining issues and lost, or had lost on appeal. The Named Plaintiffs and their attorneys believe the Settlement is in the best interests of the Class Members. Nothing in the Settlement Agreement is an admission or concession on Defendants’ part of any fault, liability, or damages whatsoever, but has been entered into to avoid the uncertainty, expense, and burden of additional litigation.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits this description is a member of the **Class**:

All participants and beneficiaries of the Plans at any time during the Class Period (from July 22, 2016 through the [date of the Preliminary Approval Order]), including any Beneficiary of a deceased person who was a Participant in the Plans at any time during the Class Period, to include any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plans at any time during the Class Period. Excluded from the Settlement Class are any individuals who had fiduciary responsibility for the Plans' investment or administrative functions during the Class Period.

If you meet the definition above, you are a member of the Class.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

O-I Glass, Inc. has agreed to pay \$5,000,000 into a Qualified Settlement Fund to resolve the claims of Class Members. The Net Settlement Amount (after deduction of any Court-approved expenses associated with administering the Settlement, Attorneys' Fees and Costs, and Service Awards to Named Plaintiffs) will be allocated to Class Members according to the Plan of Allocation set forth in the Settlement Agreement. Under the Plan of Allocation, monies will be distributed to Current Participant Class Members and Authorized Former Participant Class Members pro rata based on their account balance for the period from July 22, 2016, through [DATE OF PRELIMINARY APPROVAL ORDER].

All Class Members and anyone claiming through them will fully release the Plans as well as Defendants and the Released Parties from Plaintiffs' Released Claims. The Released Parties include, but are not limited to, Defendant's past, present, and future parent corporation(s) affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them; and the Plans and any and all administrators, fiduciaries, parties in interest, and trustees of the Plans.

The Plaintiffs' Released Claims include, but are not limited to, all claims that were asserted in the Action or could have been asserted in the Action based on any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, or occurrences asserted in the Action, whether or not pleaded in the Complaints. The Plaintiffs' Released Claims also include those that relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Net Settlement Fund pursuant to the Plan of Allocation and/or that relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.

This is *only* a summary of the Released Parties and Plaintiffs' Released Claims, and is not a binding description of either. The governing releases are found within the Settlement Agreement at [www.settlementwebsite.com]. Generally, the release means that Class Members will not have the right to sue the Plans, Defendants, or related parties for conduct during the Class Period arising out

of or relating to the allegations in the lawsuit. The entire Settlement Agreement is available at www.settlementwebsite.com.

HOW TO GET BENEFITS

7. How do I get benefits?

Current Participant Class Members do not have to submit claim forms in order to receive settlement benefits.

According to our records, you are a current participant in the Plan. The benefits of the Settlement will be distributed automatically once the Court approves the Settlement to Participant Class Members' Plan accounts.

If, however, you are a Former Participant Class Member who did not have a Plan account balance greater than \$0.00 as of March 31, 2024, or are a Beneficiary or Alternate Payee of such a Participant, you must complete, sign, and mail a Claim Form by **[RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER]**. Former Participants will receive payment by check unless a rollover to a qualified retirement account is elected by indicating that on the form. If you believe you are a Former Participant Class Member, a Former Participant Claim Form may be obtained by calling the Settlement Administrator at **1-800-####** or by accessing [www.\[Website\].com](http://www.[Website].com). Former Plan participants who fail to complete, sign, and mail their Former Participant Claim Form will not receive a Settlement distribution.

Participant Class Members who are determined to no longer have a Plan account with a balance greater than \$0.00 as of the date of their Settlement payments will be treated as Former Participant Class Members and will receive an allocation by check.

8. When will I get my payment?

Current Participant Class Members (or Beneficiaries or Alternate Payees of such participants) will receive their pro rata share of the \$5,000,000.00 in the form of a deposit into their Plan account effective no later than one-hundred twenty (120) days after the Settlement has received final approval and becomes effective. The hearing to consider the final fairness of the Settlement is scheduled for **[Fairness Hearing, 2024]**. Any Alternate Payees of Participant Class Members will also receive their payment within 120 days, in accordance with the terms of their Qualified Domestic Relations Order.

All checks not cashed within 120 days after they are issued will expire and become void.

Payments made by check may have certain tax consequences; you should consult your tax advisor.

There will be no payments under the Settlement if the Settlement Agreement is terminated.

THE LAWYERS REPRESENTING YOU

9. Who represents the Settlement Class?

For purposes of the Settlement, the Court has appointed lawyers from the law firm of Nichols Kaster, PLLP as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. In addition, the Court appointed Named Plaintiffs Elizabeth Schaf and Thomas Scarber to serve as the Class representatives. They are also Class Members.

Subject to approval by the Court, Class Counsel has proposed that up to \$5,000 may be paid to each of the Named Plaintiffs as the Class representatives in recognition of the time and effort they expended on behalf of the Class. The Court will determine the proper amount of any award to the Named Plaintiffs. The Court may award less than that amount.

10. How will the lawyers be paid?

From the beginning of the case, which was filed in July 2022, to the present, Class Counsel have not received any payment for their services in prosecuting the case or obtaining the Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of reasonable attorneys' fees (not to exceed one-third of the settlement fund), plus their costs and settlement administrative expenses. Defendants have agreed not to object to such an application. The Court will determine the proper amount of any Attorneys' Fees and Costs to award Class Counsel.

Any Attorneys' Fees and Costs awarded by the Court will be paid to Class Counsel from the settlement fund. Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Administrative Expenses, and Class Representatives' Compensation at least 30 days prior to the objection deadline. This motion will be considered at the Fairness Hearing. Class Counsel also will seek to recover all actual and anticipated litigation costs and administrative expenses associated with the Settlement. The Class Members will not have to pay anything out-of-pocket toward the fees or costs of Class Counsel.

YOUR RIGHTS AND OPTIONS

11. What is the effect of Final Approval of the Settlement?

If the Court grants Final Approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Payments under the Settlement will then be processed and distributed. The release by Class Members will also take effect. No Class Member will be permitted to continue to assert Plaintiffs' Released Claims in any other litigation against Defendants or the other persons and entities covered by the release, as described in Question No. 6.

If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. (See Table on page 2 of this Notice.) If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. If the Settlement is not approved and the case resumes, there is no guarantee that Class Members will recover more than is provided for under the Settlement, or anything at all.

12. What happens if I do nothing at all?

If you do nothing, and the Settlement is approved, you will release any claims you may have against Defendants or the Released Parties concerning the conduct Plaintiffs allege in their complaints. (See Question No. 6.) You may also receive a payment as described in Question No. 6.

13. How do I get out of the Settlement?

If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of your objection to the Settlement. (See Question No. 15.) If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the Class.

14. Can I sue O-I Glass, Inc. for the same thing later?

No. If the Court approves the Settlement, you will have given up any right to sue O-I Glass, Inc. or any of the Released Parties for the Plaintiffs' Released Claims.

15. How do I object to the Settlement?

You can object to the Settlement if you don't like any part of it. If you object, you must give the reasons why you think the Court should not approve the Settlement. The Court will consider your views. Your objection to the Settlement must be filed with the Clerk of Court, United States District Court for the Northern District of Ohio no later than **[OBJECTION DEADLINE, 2024]** and copies must be sent to the attorneys for the Parties at the addresses below:

Class Counsel	Defendants' Counsel
Brock Specht NICHOLS KASTER, PLLP 4700 IDS Center 80 S 8th Street Minneapolis, MN 55402 bspecht@nka.com	Matthew J. Sharbaugh MORGAN, LEWIS & BOCKIUS LLP 1111 Pennsylvania Avenue, NW Washington, DC 20004 matthew.sharbaugh@morganlewis.com

The objection must be in writing and should include the case name *Schaf, et al. v. O-I Glass, Inc.*, et al., *Civil Action 3:22-cv-01240-JZ*; as well as include your (a) name; (b) address; (c) a statement that you are a member of the Settlement Class; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); (f) your signature; and (g) a notice of intention to appear at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel must file your objection through the Court's CM/ECF system.) The Court will consider all properly filed comments from Class Members. If you wish to appear and be heard at the Fairness Hearing in addition to submitting a written objection to the Settlement, you or your attorney should say so in your written objection.

Class Counsel will file with the Court their request for Attorneys' Fees and Costs, Administrative Expenses, and Service Awards to the Named Plaintiffs at least 30 days prior to **[OBJECTION DEADLINE, 2024]**, and post it on the Settlement Website.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court hold a hearing on the fairness of the Settlement?

A Fairness Hearing has been set for **[DATE]** at **[TIME]**, before The **Honorable Jack Zouhary** at the James M. Ashley and Thomas W.L. Ashley U.S. Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio in **[COURTROOM]**. At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for Attorneys' Fees and Costs, Administrative Expenses, and the Service Awards to the Named Plaintiffs as the Class representatives. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. (See Question No. 15.)

Note: The date and time of the Fairness Hearing are subject to change by Court Order, but any changes will be posted at [www.\[website\].com](http://www.[website].com).

17. Do I have to come to the Fairness 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 an objection, you don't have to come to Court to talk about it. As long as any written objection you choose to make was filed and mailed on time and meets the other criteria described in the Preliminary Approval Order, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement by following the instructions in Question No. 15 above.

GETTING MORE INFORMATION

19. Where can I get additional information?

This notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information at WWW.WEBSITE.COM. You can also get more information by writing to the Settlement Administrator at [] or calling toll-free [].

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR O-I GLASS, INC. WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT 4

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

If you participated in the Owens-Illinois Long-Term Savings Plan or the Owens-Illinois Stock Purchase and Savings Program at any time from July 22, 2016 to [Date of Preliminary Approval Order], you are part of a class action settlement.

IMPORTANT

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THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO OBJECT TO THE SETTLEMENT

***A Federal Court authorized this notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against O-I Glass, Inc. and Owens-Illinois Employee Benefits Committee, (together, "Defendants"). The class action lawsuit involves whether or not Defendants violated their fiduciary duties under the Employee Retirement Income Security Act of 1974 ("ERISA") in managing the Plans. Defendants deny all claims, and nothing in the Settlement is an admission or concession on Defendants' part of any fault or liability whatsoever.
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OUR RECORDS INDICATE YOU ARE A FORMER PARTICIPANT. YOU MUST MAIL A CLAIM FORM POSTMARKED ON OR BEFORE [DATE] TO RECEIVE ANY MONIES FROM THE SETTLEMENT.	You must complete, sign, and mail a Former Participant Claim Form by [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER]. You will receive payment by check unless you elect to receive your payment through a rollover to a qualified retirement account on the Claim Form included with this Notice. Former Plan Participants who fail to complete, sign, and mail their Former Participant Claim Form will not receive a Settlement distribution. Regardless of whether you submit a claim form, you will give up your rights to sue Defendants about the allegations in this case.
DO NOTHING	If you do not complete, sign, and mail your Former Participant Claim Form, you will not receive the share of the Settlement benefits to which you are entitled and will give up your rights to sue Defendants about the allegations in this case.
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QUESTIONS? CALL 1-800-[XXX-XXX] TOLL FREE, OR VISIT WWW.[WEBSITE].COM

Northern District of Ohio. This notice describes the Settlement. Please read this notice carefully. Your rights and options—**and the deadlines to exercise them**—are explained in this notice. Please understand that if you are a Class Member, your legal rights are affected regardless of whether you act.

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THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

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The Named Plaintiffs, suing individually and on behalf of the Class and Plans (the “Plaintiffs”), allege that Defendants breached their fiduciary duties under ERISA by failing to adequately evaluate and monitor the funds in the Plans, and failing to adequately monitor fees paid to the Plan’s investment manager. A more complete description of what Plaintiffs allege is in the Second Amended Complaint, which is available on the Settlement Website at www.WEBSITE.com.

Defendants deny all claims of wrongdoing or liability against them and assert that they have always acted prudently and in the best interests of the Plans’ participants and beneficiaries. Defendants are settling the Action solely to avoid the expense, inconvenience, and disruption of litigation, without admitting the allegations of breach and damage contained in the Second Amended Complaint.

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WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits this description is a member of the **Class**:

All participants and beneficiaries of the Plans at any time during the Class Period (from July 22, 2016 through the [\[date of the Preliminary Approval Order\]](#)), including any Beneficiary of a deceased person who was a Participant in the Plans at any time during the Class Period, to include any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant

in the Plans at any time during the Class Period. Excluded from the Settlement Class are any individuals who had fiduciary responsibility for the Plans' investment or administrative functions during the Class Period.

If you meet the definition above, you are a member of the Class.

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6. What does the Settlement provide?

O-I Glass, Inc. has agreed to pay \$5,000,000 into a Qualified Settlement Fund to resolve the claims of Class Members. The Net Settlement Amount (after deduction of any Court-approved expenses associated with administering the Settlement, Attorneys' Fees and Costs, and Service Awards to Named Plaintiffs) will be allocated to Class Members according to the Plan of Allocation set forth in the Settlement Agreement. Under the Plan of Allocation, monies will be distributed to Current Participant Class Members and Authorized Former Participant Class Members pro rata based on their account balance for the period July 22, 2016, through [DATE OF PRELIMINARY APPROVAL ORDER].

All Class Members and anyone claiming through them will fully release the Plans as well as Defendants, and the Released Parties from Plaintiffs' Released Claims. The Released Parties include, but are not limited to, Defendant's past, present, and future parent corporation(s), affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; and service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them; and the Plans and any and all administrators, fiduciaries, parties in interest, and trustees of the Plans.

The Plaintiffs' Released Claims include, but are not limited to, all claims that were asserted in the Action or could have been asserted in the Action based on any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, or occurrences asserted in the Action, whether or not pleaded in the Complaints. The Plaintiffs' Released Claims also include those that relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Net Settlement Fund pursuant to the Plan of Allocation and/or that relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.

This is *only* a summary of the Released Parties and Plaintiffs' Released Claims, and is not a binding description of either. The governing releases are found within the Settlement Agreement at [www.settlementwebsite.com]. Generally, the release means that Class Members will not have the right to sue the Plans, Defendants, or related parties for conduct during the Class Period arising out of or relating to the allegations in the lawsuit. The entire Settlement Agreement is available at [www.settlementwebsite.com].

HOW TO GET BENEFITS

7. How do I get benefits?

Whether you need to submit a Claim Form to receive your distribution depends on whether you are considered a “Current Participant” or a “Former Participant” Class Member.

According to our records, you are a Former Participant in the Plan. Therefore, you must return a valid, timely Former Participant Claim Form to receive your share of the Settlement. The Former Participant Claim Form is included with this Notice.

8. When will I get my payment?

Authorized Former Participant Class Members (or Beneficiaries or Alternate Payees of such participants) will receive their pro rata share of the \$5,000,000.00 in the form of a check, unless the Former Participant Class Member elects to receive their payment through a rollover to a qualified retirement account, effective no later than one-hundred twenty (120) days after the Settlement has received final approval and becomes effective. The hearing to consider the final fairness of the Settlement is scheduled for **[Fairness Hearing, 2024]**. Any Alternate Payees of Participant Class Members will also receive their payment within 120 days, in accordance with the terms of their Qualified Domestic Relations Order.

All checks not cashed within 120 days after they are issued will expire and become void.

Payments made by check may have certain tax consequences; you should consult your tax advisor.

There will be no payments under the Settlement if the Settlement Agreement is terminated.

THE LAWYERS REPRESENTING YOU

9. Who represents the Settlement Class?

For purposes of the Settlement, the Court has appointed lawyers from the law firm of Nichols Kaster, PLLP as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. In addition, the Court appointed Named Plaintiffs Elizabeth Schaf and Thomas Scarber to serve as the Class representatives. They are also Class Members.

Subject to approval by the Court, Class Counsel has proposed that up to \$5,000 may be paid to each of the Named Plaintiffs as the Class representatives in recognition of the time and effort they expended on behalf of the Class. The Court will determine the proper amount of any award to the Named Plaintiffs. The Court may award less than that amount.

10. How will the lawyers be paid?

From the beginning of the case, which was filed in July 2022, to the present, Class Counsel have not received any payment for their services in prosecuting the case or obtaining the Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of reasonable attorneys’ fees (not to exceed one-third of the settlement fund), plus their costs and settlement administrative expenses. Defendants have agreed not to object to such an application. The Court will determine the proper amount of any Attorneys’ Fees and Costs to award Class Counsel.

Any Attorneys' Fees and Costs awarded by the Court will be paid to Class Counsel from the settlement fund. Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Administrative Expenses, and Class Representatives' Compensation at least 30 days prior to the objection deadline. This motion will be considered at the Fairness Hearing. Class Counsel also will seek to recover all actual and anticipated litigation costs and administrative expenses associated with the Settlement. The Class Members will not have to pay anything out-of-pocket toward the fees or costs of Class Counsel.

YOUR RIGHTS AND OPTIONS

11. What is the effect of Final Approval of the Settlement?

If the Court grants Final Approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Payments under the Settlement will then be processed and distributed. The release by Class Members will also take effect. No Class Member will be permitted to continue to assert Plaintiffs' Released Claims in any other litigation against Defendants or the other persons and entities covered by the release, as described in Question No. 6.

If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. (See Table on page 2 of this Notice.) If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. If the Settlement is not approved and the case resumes, there is no guarantee that Class Members will recover more than is provided for under the Settlement, or anything at all.

12. What happens if I do nothing at all?

If you are a "Former Participant" as defined on page 1, and you do nothing, you will be bound by the Settlement of the Class Action as described above (See Question No. 6) if the Settlement is finally approved, but you will not receive any money. Former Participants must timely submit a Former Participant Claim Form to receive monetary compensation.

13. How do I get out of the Settlement?

If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of your objection to the Settlement. (See Question No. 15.) If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the Class.

14. Can I sue O-I Glass, Inc. for the same thing later?

No. If the Court approves the Settlement, you will have given up any right to sue O-I Glass, Inc. or any of the Released Parties for the Plaintiffs' Released Claims.

15. How do I object to the Settlement?

You can object to the Settlement if you don't like any part of it. If you object, you must give the reasons why you think the Court should not approve the Settlement. The Court will consider your views. Your objection to the Settlement must be filed with the Clerk of Court, United States District Court for the Northern District of Ohio no later than **OBJECTION DEADLINE, 2024** and copies must be sent to the attorneys for the Parties at the addresses below:

Class Counsel	Defendants' Counsel
Brock Specht NICHOLS KASTER, PLLP 4700 IDS Center 80 S 8th Street Minneapolis, MN 55402 bspecht@nka.com	Matthew J. Sharbaugh MORGAN, LEWIS & BOCKIUS LLP 1111 Pennsylvania Avenue, NW Washington, DC 20004 matthew.sharbaugh@morganlewis.com

The objection must be in writing and should include the case name *Schaf, et al. v. O-I Glass, Inc.*, et al., Civil Action 3:22-cv-01240-JZ; as well as include your (a) name; (b) address; (c) a statement that you are a member of the Settlement Class; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); (f) your signature; and (g) a notice of intention to appear at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel must file your objection through the Court's CM/ECF system.) The Court will consider all properly filed comments from Class Members. If you wish to appear and be heard at the Fairness Hearing in addition to submitting a written objection to the Settlement, you or your attorney should say so in your written objection.

Class Counsel will file with the Court their request for Attorneys' Fees and Costs, Administrative Expenses, and Service Awards to the Named Plaintiffs at least 30 days prior to **OBJECTION DEADLINE, 2024**, and post it on the Settlement Website.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court hold a hearing on the fairness of the Settlement?

A Fairness Hearing has been set for **[DATE]** at **[TIME]**, before The **Honorable Jack Zouhary** at the James M. Ashley and Thomas W.L. Ashley U.S. Courthouse, 1716 Spielbusch Avenue, Toledo, Ohio in **[COURTROOM]**. At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for Attorneys' Fees and Costs, Administrative Expenses, and the Service Awards to the Named Plaintiffs as the Class representatives. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. (See Question No. 15.)

Note: The date and time of the Fairness Hearing are subject to change by Court Order, but any changes will be posted at **www.[website].com**.

17. Do I have to come to the Fairness 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 an objection, you don't have to come to Court to talk about it. As long as any written objection you choose to make was filed and mailed on time and meets the other criteria described in the Preliminary Approval Order, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement by following the instructions in Question No. 15 above.

GETTING MORE INFORMATION

19. Where can I get additional information?

This notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information at [WWW.WEBSITE.COM](#). You can also get more information by writing to the Settlement Administrator at [] or calling toll-free [].

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR O-I GLASS, INC. WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT 5

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

Elizabeth Schaf and Thomas Scarber,
individually and as a representative of a class
of similarly situated persons, and on behalf of
the Seventh Amended and Restated Owens-
Illinois, Inc. Long-Term Savings Plan and
Eighth Amended and Restated Owens-
Illinois, Inc. Stock Purchase and Savings
Program,

Plaintiffs,

v.

O-I Glass, Inc. and Owens-Illinois Employee
Benefits Committee,

Defendants.

Case No. 3:22-cv-01240-JZ

**[Proposed] Order on Plaintiffs’
Motion for Final Approval of Class
Action Settlement**

Wherefore, this ___ day of _____ 2024, upon consideration of Plaintiffs’ Motion for Final Approval of the Class Action Settlement Agreement dated February 23, 2024, in the above matter, the Court hereby orders and adjudges as follows:

1. For purposes of this Final Approval Order, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over all Parties to the action, including all members of the Settlement Class.

3. The following Settlement Class is certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure for purposes of this Settlement only:

All participants and beneficiaries of the Plans at any time during the Class Period (from July 22, 2016 through the date of the Preliminary Approval Order), including any Beneficiary of a deceased person who was a Participant in the Plans at any time

during the Class Period, to include any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a Participant in the Plans at any time during the Class Period. Excluded from the Settlement Class are any individuals who had fiduciary responsibility for the Plans' investment or administrative functions during the Class Period.

The Court finds that this Settlement Class meets all the requirements of Rule 23(a) and 23(b)(1).

4. Under Rules 23(e)(1)(A) and (C), the Court hereby approves and confirms the Settlement and the terms therein as being fair, reasonable, and adequate to the Plans and the Settlement Class.

5. The Court hereby approves the Settlement and orders that the Parties take all necessary steps to effectuate the terms of the Settlement Agreement.

6. In accordance with the Court's Orders, and as reflected in the information from the Settlement Administrator, Atticus Administration LLC, the Settlement Notices were timely distributed by first-class mail and/or email to all Class Members who could be identified with reasonable effort. The Settlement Administrator searched for updated address information for those returned as undeliverable, and re-mailed notices to those Class Members. In addition, under the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* ("CAFA"), notice was provided to the Attorneys General for each of the states in which a Class Member resides and the Attorney General of the United States.

7. The form and methods of notifying the Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Rule 23(c)(2) and (e), and due process, and constituted the best notice practicable under the circumstances. Due and sufficient notices of the Fairness Hearing and the rights of all Class Members have been provided to all people, powers, and entities entitled thereto, consistent with Rule 23 and due process.

8. The Court finds that the Settlement is fair, reasonable, and adequate, based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

A. The Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by an experienced and neutral mediator;

B. The Settlement was negotiated only after Class Counsel had received pertinent information from Defendants;

C. The Parties were well positioned to evaluate the value of the Action;

D. If the Settlement had not been achieved, both Class Representatives and Defendants faced the expense, risk, and uncertainty of extended litigation;

E. The amount of the Settlement (\$5,000,000.00) is fair, reasonable, and adequate. The Settlement Amount is within the range of reasonable settlements that would have been appropriate in this case, based on the nature of the claims, the potential recovery, the risks of litigation, and settlements that have been approved in other similar cases;

F. Class Representatives and Class Counsel have concluded that the Settlement Agreement is fair, reasonable, and adequate;

G. Class Members had the opportunity to be heard on all issues regarding the Settlement and release of claims by submitting objections to the Settlement Agreement to the Court;

H. There were [] objections to the Settlement; and

I. The Settlement was reviewed by an independent fiduciary, Gallagher Fiduciary Advisors, LLC, who has approved the Settlement.

9. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable, and adequate to the Plans and the Settlement Class.

10. The Court finds that all applicable CAFA requirements have been satisfied.

11. Administrative Expenses shall be paid from the Qualified Settlement Fund.

12. Class Representatives shall be awarded Class Representative Compensation in the amount of \$5,000 for each Class Representative.

13. Class Counsel shall receive reimbursement of reasonable out-of-pocket costs advanced in pursuing this matter, as well as attorneys' fees in the amount of one-third of the Settlement Amount.

14. The Plan of Allocation has been approved.

15. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and Authorized Former Participant under the Plan of Allocation.

16. The Settlement Administrator, in its sole and exclusive discretion, shall resolve all questions with respect to payments or distributions to Authorized Former Participants not resolved by the Settlement Agreement, including whether a Former Participant Claim Form should be accepted in the first instance.

17. The Plan administrators or other fiduciaries of the Plans, in accordance with applicable law and the governing terms of the Plans, shall resolve all questions not resolved by the Settlement Agreement with respect to any matters that arise concerning the implementation of distributions to Current Participants (after allocation decisions have been made by the Settlement Administrator in its sole discretion).

18. The Settlement Administrator shall distribute the Net Settlement Amount in accordance with the Plan of Allocation.

19. The payments made from the Net Settlement Amount to effect the Plan of Allocation constitute restorative payments in accordance with Revenue Ruling 2002-45.

20. Within twenty-one (21) days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

21. All Class Members and the Plans are barred and enjoined from asserting any of Plaintiffs' Released Claims against any of the Defendants and Released Parties, and Defendants are barred and enjoined from asserting any of Defendants' Released Claims against Class Representatives.

22. This Action and all Released Claims asserted therein, whether asserted by Class Representatives on their own behalf or on behalf of the Class Members, or on behalf of the Plans, without costs to any Settling Parties other than those as provided for in the Settlement Agreement, are dismissed with prejudice.

23. The Plans, Class Representatives, and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (a) conclusively deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims; and (b) barred and enjoined from suing the Released Parties in any action or

proceeding alleging any of the Released Claims. The provisions (a) and (b) shall apply even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members have executed and delivered a Former Participant Claim Form, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

24. Each Class Member shall release Defendants, Defense Counsel, Class Counsel, the Released Parties, and the Plans from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, or arising from any act or omission of the Settlement Administrator or the Independent Fiduciary and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

25. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over Defendants and the Settlement Class pursuant to the provisions of ERISA, and expressly retains that jurisdiction for purposes of enforcing and interpreting the Settlement Agreement.

26. Upon the Effective Date of this Order under the Settlement Agreement, all Parties, the Settlement Class, and the Plans shall be bound by the Settlement Agreement and by this Final Approval Order.

IT IS SO ORDERED.

Dated: _____

Hon. Jack Zouhary
United States District Judge

EXHIBIT 6

March __, 2024

VIA U.S. PRIORITY MAIL

[Name]
[Department]
[Address]

Re: *Schaf, et al. v. O-I Glass, Inc., et al.*, Case No. 3:22-cv-1240-JZ (N.D. Ohio)
Notice Pursuant to 28 U.S.C. § 1715

Dear Sir/Madam:

Pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, Defendants O-I Glass, Inc. and the Owens Illinois Employee Benefits Committee (collectively, "Defendants") hereby provide this Notice of a Proposed Class Action Settlement in the above matter, in keeping with the terms of a settlement agreement that was filed with the Court on February 23, 2024.

In accordance with their obligations under CAFA, Defendants enclose the following:

(1) The Complaint, any materials filed with the Complaint, and any Amended Complaints.

The complaint and amended complaints as filed in *Schaf, et al. v. O-I Glass, Inc., et al.*, Case No. 3:22-cv-1240-JZ (N.D. Ohio), can be found on the enclosed CD as "Exhibit A – Complaint," "Exhibit B – Amended Complaint," and "Exhibit C – Second Amended Complaint."

(2) Notice of any scheduled judicial hearing in the class action.

The Court has not yet scheduled a hearing to consider preliminary approval of the settlement or a final fairness hearing regarding the settlement. If and when the Court schedules any such hearing(s), the dates of the hearing(s) and other relevant information can be found via PACER as follows: (1) enter PACER through <https://ecf.ohnd.uscourts.gov/cgi-bin/ShowIndex.pl>, (2) click on "Query," (3) enter the civil case number, 2:22-cv-1240, (4) click on "Run Query," and (5) click on the link "Docket Report." Information regarding any such hearings will be found on the docket.

(3) Any proposed or final notification to class members.

The proposed class action settlement notices submitted to the Court can be found on the enclosed CD as "Exhibit D – Notice of Class Action Settlement and Fairness Hearing to Current Participants) and "Exhibit E – Notice of Class Action Settlement and Fairness Hearing to Former Participants."

(4) Any proposed or final class action settlement.

The Settlement Agreement entered into by the parties (including Exhibits 1–6) and as submitted to the Court can be found on the enclosed CD as “Exhibit F – Settlement Agreement.” There are no other agreements contemporaneously made between Class Counsel and Defendants’ counsel.

(5) A final judgment or notice of dismissal.

Final judgment has not yet been entered. Upon entry, a copy will be available through PACER and can be accessed online through the process described in section (3) above.

(6) Names of class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement.

On the enclosed CD is a list of the names of Class Members who resided in your state during the Class Period and a table providing a reasonable estimate of the number of Class Members residing in each state. The specific settlement allocation to each Class Member will be determined by the Settlement Administrator pursuant to the Plan of Allocation to be approved by the Court. The proposed Plan of Allocation is set forth in the Settlement Agreement. We do not yet know which Class Members will receive settlement proceeds or how much each Class Member will receive, and it is not feasible to determine the estimated proportionate share of the entire settlement of the claims of the Class Members who reside in each state. Upon final approval of the settlement by the court, settlement proceeds will be distributed among the Class Members according to the Plan of Allocation as set forth in the Settlement Agreement.

(7) Any written judicial opinion relating to the materials described in (3) through (5).

The Court has not yet entered an order granting preliminary approval to the settlement and has not issued any other decisions relating to the materials described in this correspondence. Upon entry, a copy of any such order or decision can be accessed via PACER using the process described in section (3) above.

Final judgment has not yet been entered. Upon entry, a copy of said judgment can be accessed via PACER using the process described in section (2) above.

If you have questions about this notice, the lawsuit, or the enclosed materials, please do not hesitate to contact me at 202.739.5623 or matthew.sharbaugh@morganlewis.com.

Sincerely,

Matthew J. Sharbaugh, Esq.

Enclosures