

**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 March 5, 2024, 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 March 5, 2024 (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.O-IGlassERISASettlement.com](http://www.O-IGlassERISASettlement.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 [www.pacer.gov](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 March 5, 2024. 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 August 15, 2024 at 2:00 p.m. before the Court in Courtroom 203 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.

| <b>THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>  |  |
|---|--|
| <b>OUR RECORDS INDICATE YOU ARE A FORMER PARTICIPANT. YOU MUST MAIL A CLAIM FORM POSTMARKED ON OR BEFORE JULY 25, 2024 TO RECEIVE ANY MONIES FROM THE SETTLEMENT.</b> | You must complete, sign, and mail a Former Participant Claim Form by July 25, 2024. 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. |
| <b>DO NOTHING</b>   | <b>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</b> and will give up your rights to sue Defendants about the allegations in this case.   |
| <b>OBJECT BY JULY 16, 2024</b>  | 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.   |
| <b>ATTEND A HEARING</b>   | You may also attend the Fairness Hearing and speak at the Fairness Hearing on August 25, 2024. 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.  |

## 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.O-IGlassERISASettlement.com](http://www.O-IGlassERISASettlement.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 March 5, 2024, 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 July 22, 2016, through March 5, 2024.

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.O-IGlassERISASettlement.com](http://www.O-IGlassERISASettlement.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.O-IGlassERISASettlement.com](http://www.O-IGlassERISASettlement.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 August 25, 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

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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 3 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 2, 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 July 16, 2024 and copies must be sent to the attorneys for the Parties at the addresses below:

| Class Counsel   | Defendants' Counsel   |
|---|---|
| Brock Specht<br>NICHOLS KASTER, PLLP<br>4700 IDS Center<br>80 S 8th Street<br>Minneapolis, MN 55402<br><a href="mailto:bspecht@nka.com">bspecht@nka.com</a> | Matthew J. Sharbaugh<br>MORGAN, LEWIS & BOCKIUS LLP<br>1111 Pennsylvania Avenue, NW<br>Washington, DC 20004<br><a href="mailto:matthew.sharbaugh@morganlewis.com">matthew.sharbaugh@morganlewis.com</a> |

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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 July 16, 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 August 15, 2024 at 2:00 p.m. 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 203. 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.O-IGlassERISASettlement.com](http://www.O-IGlassERISASettlement.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.O-IGlassERISASettlement.com](http://www.O-IGlassERISASettlement.com). You can also get more information by writing to the Settlement Administrator at O-I Glass ERISA Settlement, c/o Atticus Administration, PO Box 64053, Saint Paul, MN 55164 or calling toll-free 1-800-484-3040.

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

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