

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

Sessions et al. v. Owens-Illinois, Inc. et al.

Civil Action No. 1:07-cv-01669

NOTICE OF CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS MIGHT BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING CLASS (the "Class"):

All persons, or the Beneficiary of any such person, identified on the Class Member List consisting of those who, as of October 6, 2004, (a) were Owens-Illinois Salary Retirement Plan (the "Plan") participants; (b) were employees of Owens-Illinois, Inc.'s blow-molded Plastic Container business (as referred to in the document attached as Exhibit 2 to the Amended Complaint, entitled "Plastic Container Sale Employee Frequently Asked Questions"); (c) had ten years of credited service; (d) had combined age and credited years of service of 65 or more; (e) were less than 55 years old; (f) worked in the United States and (g) were not subject to special or unique circumstances.

PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU HAVE NOT BEEN SUED.

Judge Robert D. Mariani of the United States District Court for the Middle District of Pennsylvania (the "Court") has preliminarily approved a proposed settlement (the "Settlement") of a class action lawsuit brought under the Employee Retirement Income Security Act of 1974 ("ERISA"). The Settlement will provide for lump sum payments from the Plan to members of the Class according to a Court-approved Plan of Allocation. The Settlement is summarized below.

The Court has scheduled a hearing (the "Final Approval Hearing") to consider Named Plaintiffs' motion for final approval of the Settlement, including Class Representatives' Case Contribution Payments, and Class Counsel's application for attorneys' fees and litigation costs. The Final Approval Hearing before U.S. District Judge Robert D. Mariani has been scheduled for _____, 2014 at ____ a.m./p.m., in the United States District Court for the Middle District of Pennsylvania, William J. Nealon Federal Building & United States Courthouse, 235 N. Washington Avenue, Scranton, Pennsylvania, 18503. Any objections to the Settlement or the application for attorneys' fees and expenses and for Class Representatives' Case Contribution Payments must be served in writing on Class Counsel and on Defendants' attorneys, as identified on Page ___ of this Notice of Class Action Settlement ("Mailed Notice"). The procedure for objecting is described below.

This Mailed Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Class Settlement Agreement ("Settlement Agreement"). Capitalized terms used in this Mailed Notice but not defined in this Mailed Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit (the "Action") and the Settlement, is available at Class Counsel's Internet site, www.consolelaw.com.

PLEASE READ THIS MAILED NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT BY FOLLOWING THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

NO ACTION IS NECESSARY TO RECEIVE AN INDIVIDUAL SETTLEMENT BENEFIT, BUT YOU MUST COMPLETE AN ELECTION FORM TO RECEIVE A DIRECT PAYMENT.

If the Settlement is approved by the Court and you are a member of the Class, you will not need to do anything to receive a payment, if any. If you are a member of the Class, any share of the Net Settlement Benefit to which you are entitled will be paid as a lump sum either (a) via direct rollover to an individual retirement account (IRA) or other qualified retirement plan OR (b) via direct payment to you. **Through the enclosed election form, you have an opportunity to elect whether to roll your individual recovery into a qualified retirement plan or individual retirement account (IRA) OR to receive a check for your share of the Settlement, which will be taxed according to the Internal Revenue Code. If you do not make an election within the time limits provided, then your share of the Settlement will automatically be rolled over into an IRA or other qualified retirement plan.**

You will give up any rights you may have to sue any of the Released Parties for any of the Released Claims you may have against them.

**QUESTIONS? CALL 1 (888) 263-3281 TOLL FREE,
OR VISIT WWW.CONSOLELAW.COM.
DO NOT CALL THE COURT WITH YOUR QUESTIONS.**

<p>YOUR PARTICIPATION IN THIS SETTLEMENT WILL HAVE NO IMPACT ON YOUR RIGHT TO COMMENCE OR CONTINUE TO RECEIVE A TERMINATED VESTED BENEFIT FROM THE PLAN</p>	<p>If the Settlement is approved by the Court and you are a member of the Class, your entitlement to commence or receive a Terminated Vested Benefit at the time and in the form provided under the terms of the Plan as it exists now or as it may be amended in the future will not change as a result of your participation in the Settlement.</p>
<p>YOU MAY OBJECT TO THE SETTLEMENT BY [REDACTED], 2014.</p>	<p>If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.</p>
<p>YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON [REDACTED], 2014.</p>	<p>If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written notice of objection in advance of the Final Approval Hearing AND you file a Notice of Intention To Appear. To file a written notice of objection and Notice of Intention to Appear, you must follow the instructions set forth in answer to Question 13 in this Mailed Notice.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Mailed Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this Action and this Mailed Notice may be obtained by contacting the following Class Counsel:

Carol A. Mager
 Console Law Offices LLC
 1525 Locust Street, 9th Floor
 Philadelphia, PA 19102
 Telephone: 215-545-7676
 Facsimile: 215-545-8211

Class Counsel has established a toll-free phone number to receive your comments and questions: 1 (888) 263-3281. You may also send an email to owensclass@consolelaw.com. You should contact Class Counsel with any questions regarding this Settlement, not the Court.

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SUMMARY OF SETTLEMENT

This Action is a class action in which the Named Plaintiffs claim an entitlement to Enhanced Retirement Benefits under the Plan, among other claims, as a result of the sale of Owens-Brockway Plastic Products, Inc. to Graham Packaging Co. in October 2004. Copies of the Amended Complaint and other documents filed in the Action are available at www.consolelaw.com or from Class Counsel.

The Total Settlement Amount consisting of nine million five hundred thousand dollars (\$9,500,000) is the total amount to be paid pursuant to this Settlement. From the Total Settlement Amount, Class Counsel will seek approval by the Court for reimbursement of Class Counsel's Fees (including fees paid to experts), Administration Costs, and Notice Costs in an amount not to exceed \$3,430,000. The Total Settlement Amount, less Class Counsel's Fees, Administration Costs and Notice Costs as approved by the Court, is the Net Settlement Benefit. The Net Settlement Benefit will be no less than \$6,070,000 (inclusive of the amount of the Court-approved Class Representatives' Case Contribution Payments), will be paid from the Plan, and will be allocated among members of the Class according to a Plan of Allocation to be approved by the Court.

Each member of the Class will receive an Individual Settlement Benefit, which is a calculated portion of the Net Settlement Benefit determined in accordance with the Plan of Allocation. The Individual Settlement Benefit is in addition to, not in lieu of, the pension benefit in which you are vested and entitled to receive at age 65 without regard to the provisions pertaining to the Enhanced Retirement Benefit (your Terminated Vested Benefit). Participation in this Settlement and receipt of an Individual Settlement Benefit will have no impact on your right to commence or continue to receive your Terminated Vested Benefit from the Plan.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Defendants strongly dispute the claims asserted in the Action. Further, the Named Plaintiffs would face an uncertain outcome if the Action were to continue.

The Named Plaintiffs and the Defendants disagree on liability and do not agree on the amount that would be recoverable even if the Named Plaintiffs were to prevail at trial. The Defendants strongly deny all claims and contentions by the Plaintiffs and deny any wrongdoing with respect to the Plan. The Defendants deny that they are liable to the members of the Class and that the members of the Class have suffered any damages for which the Defendants could be held legally responsible. Nevertheless, having considered the uncertainty and expense inherent in any litigation, particularly in a complex case such as this, the Named Plaintiffs and Defendants have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys' fees in an amount, inclusive of litigation costs and expenses, which shall not exceed three million four hundred thirty thousand dollars (\$3,430,000). The petition for Class Counsel's Fees will include reimbursement for amounts paid by Class Counsel to experts, but will not include the Class Representatives' Case Contribution Payments. Any amount awarded will be paid from the Total Settlement Amount. Defendants will not oppose Class Counsel's application and otherwise have no responsibility for payment of such fees and expenses.

WHAT WILL THE CLASS REPRESENTATIVES GET?

The Class Representatives, Robert Sessions, John Roman, Joe Green, John Safian, and Pat Kovar, will share in the allocation of the Net Settlement Benefit in the same manner as other members of the Class. In addition, the Class Representatives will ask the Court to award up to \$20,000 each for Robert Sessions and John Roman, and \$10,000 each for Joe Green, John Safian, and Pat Kovar as Class Representatives' Case Contribution Payments for their representation of the members of the Class throughout this litigation. Any such awards will be paid solely from the Net Settlement Benefit.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You are a member of the Class, because you are, or are the Beneficiary of, someone who as of October 6, 2004: (a) were an Owens-Illinois Salary Retirement Plan participant; (b) were an employee of Owens-Illinois, Inc.'s blow-molded Plastic Container business (as referred to in the document attached as Exhibit 2 to the Amended Complaint, entitled "Plastic Container Sale Employee Frequently Asked Questions"); (c) had ten years of credited service; (d) had combined age and credited years of service of 65 or more; (e) were less than 55 years old; (f) worked in the United States and (g) were not subject to special or unique circumstances.

The Court directed that this Mailed Notice be sent to you because since you were identified as a member of the Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the

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Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Benefit will be paid from the Plan and allocated among members of the Class according to a Court-approved Plan of Allocation and the Court will dismiss all of the claims of the members of the Class with prejudice. This Mailed Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Lawsuit is the United States District Court for the Middle District of Pennsylvania. The persons who sued are called the “Named Plaintiffs,” and the people they sued are called “Defendants.” The Named Plaintiffs are Robert Sessions, Linda Sessions, John Roman, Joe Green, John Safian, and Pat Kovar. The Defendants are Owens-Illinois, Inc., The Owens-Illinois Salary Retirement Plan (the “Plan”), The Owens-Illinois Employee Benefits Committee for the Owens-Illinois Salary Retirement Plan, Roberta Bixhorn, Terri Fitzpatrick, David McCormick, Shaun McMackin, Mike Scheiding, Etta Strong, Al Baker, John Cantello, Renee Ellis, Terri Hicks, Rita Knost, Dan Pennywitt, and Judy Warntz. The Lawsuit is known as *Sessions et al. v. Owens-Illinois, Inc. et al.*, No. 1:07-cv-01669.

2. WHAT IS THE ACTION ABOUT?

The Named Plaintiffs claim that, under ERISA, they are entitled to Enhanced Retirement Benefits under the Plan, among other claims, as a result of the sale of Owens-Brockway Plastic Products, Inc. (that is, Owens-Illinois, Inc.’s blow-molded Plastic Container business) to Graham Packaging in October 2004. Defendants deny the claims in the Lawsuit, deny that Plaintiffs and members of the class are entitled to Enhanced Retirement Benefits, and deny that they have engaged in any wrongdoing.

THE ACTION HAS BEEN AGGRESSIVELY LITIGATED

Class Counsel have extensively investigated the allegations in the Lawsuit. They engaged in substantial discovery with respect to liability, damages, class certification and Defendants’ defenses. They have also engaged in substantial motion practice and engaged consulting experts regarding liability and damages. Both parties served, and in some cases moved to compel responses to, multiple discovery requests. Class Counsel received over 13,000 pages of hard copy and electronic documents from the Defendants and over 100,000 pages of documents in response to subpoenas to third parties. The Court entered several Scheduling Orders, oversaw certain discovery disputes, and ruled on a dispositive motion and a class certification motion. Each of the five class representatives was deposed at least once, with two class representatives deposed twice. Among other things, Class Counsel deposed thirteen (13) current or former O-I employees, including members of the Owens-Illinois Employee Benefits Committee for the Owens-Illinois Salary Retirement Plan (“O-I EBC”), an attorney to the Plan, a representative from Graham, and a representative from the Plan’s actuarial firm, Towers Perrin.

SETTLEMENT DISCUSSIONS

The proposed Settlement is the product of hard-fought, lengthy negotiations between Class Counsel and the Defendants’ counsel. Throughout the negotiations, Class Counsel was advised by various consultants and experts, including individuals with expertise in ERISA liability damages computations.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called “class representatives” sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the “class” and are referred to individually as “class members.” One case resolves the issues for all class members together. Because the purported wrongful conduct alleged in this Action affected a large group of people—participants in the Plan during the relevant time period who were impacted by the sale to Graham Packaging, Co.—in a similar way, the Named Plaintiffs filed this case as a proposed class action.

4. WHY IS THERE A SETTLEMENT?

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in no recovery at all for the Named Plaintiffs and the members of the Class or in a recovery that is less than the amount of the Settlement. Based on these factors, the Named Plaintiffs and Class Counsel have concluded that the proposed Settlement is in the best interests of all members of the Class.

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Class if you fall within the criteria for the Class approved by Judge Robert D. Mariani:

All persons, or the Beneficiary of any such person, identified on the Class Member List consisting of those who, as of October 6, 2004, (a) were Owens-Illinois Salary Retirement Plan (the “Plan”) participants; (b) were employees of Owens-Illinois, Inc.’s blow-molded Plastic Container business (as referred to in the document attached as Exhibit 2 to the Amended Complaint, entitled

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“Plastic Container Sale Employee Frequently Asked Questions”); (c) had ten years of credited service; (d) had combined age and credited years of service of 65 or more; (e) were less than 55 years old; (f) worked in the United States and (g) were not subject to special or unique circumstances.

If you are a member of the Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

A Total Settlement Amount consisting of nine million five hundred thousand U.S. dollars (\$9,500,000) is being paid in the Action. The Total Settlement Amount, less Class Counsel’s Fees, Administration Costs and Notice Costs as approved by the Court, is the Net Settlement Benefit. The Net Settlement Benefit will be no less than \$6,070,000 (inclusive of the amount of the Court-approved Class Representatives’ Case Contribution Payments), and will be paid by the Plan and distributed to members of the Class according to a Plan of Allocation to be approved by the Court. Each member of the Class will receive an Individual Settlement Benefit, which is a calculated portion of the Net Settlement Benefit determined in accordance with the Plan of Allocation. The Individual Settlement Benefit is in addition to, not in lieu of, your Terminated Vested Benefit. Participation in this Settlement and receipt of an Individual Settlement Benefit will have no impact on your right to commence or continue to receive your Terminated Vested Benefit at the time and in the form provided under the terms of the Plan as it exists now or as it may be amended in the future, except that no amendment, change or termination of the Plan which would diminish entitlement to, reduce options in connection with, or lessen the value relating to the Terminated Vested Benefit shall be applied to or enforced against any member of the Class. Notwithstanding the foregoing, if after ___ a law or regulation is enacted that permits Defendants to diminish entitlement to, reduce options in connection with, or lessen the value of the Terminated Vested Benefit, then (1) Defendants shall have the right to apply or enforce against members of the Class any amendment to the Plan that diminishes entitlement to, reduces options in connection with, or lessens the value of, the Terminated Vested Benefit in a way as permitted by such law or regulation; and (2) members of the Class shall have the right to pursue a cause of action under ERISA (but not the Settlement Agreement) that challenges the application or enforcement of any amendment to the Plan that diminishes entitlement to, reduces options in connection with, or lessens the value of the Terminated Vested Benefit against members of the Class.

If the Settlement is approved by the Court, all members of the Class shall be deemed to fully release the Released Parties from the Released Claims. The Released Parties are Defendants, together with each of their parents, subsidiaries, and each of their affiliates, predecessors, successors, assigns, and current or former partners, principals, employees, fiduciaries, administrator, agents, advisors, consultants, attorneys, insurers, representatives, or any persons acting or purporting to act on their behalf. The Released Claims mean any and all past, present and future causes of action, claims, damages, awards, equitable, legal, and administrative relief, interest, demands or rights that are based upon, related to, or connected with, directly or indirectly, in whole or in part, the allegations, facts, subjects or issues that have been, could have been, may be or could be set forth or raised in the Lawsuit, including but not limited to any and all claims seeking Enhanced Retirement Benefits or other additional pension benefits, claims that participants are entitled to lump sum payments in excess of their Terminated Vested Benefit, claims relating to the availability or unavailability of Enhanced Retirement Benefit, claims relating to the calculation of Terminated Vested Benefits, claims relating to the lawfulness of the administration of the Plan by the O-I Employee Benefits Committee, claims relating to disclosures or communications relating to the Plan that Class Members did or did not receive, claims for breach of fiduciary duty, claims relating to the content of any Mailed Notice, benefit election form, or related disclosure distributed in connection with this Settlement, claims that concern or relate in any way to benefit calculations or accruals, lump sum distributions by the Plan, or the interest rates, mortality assumptions or actuarial factors used in calculating participants’ benefits, and claims relating to the administration of Settlement or the calculation of Individual Settlement Benefits. Notwithstanding the foregoing, Released Claims do not include a claim that seeks to enforce the obligations imposed in this Settlement or that seeks a Terminated Vested Benefit.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Released Parties and Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at the following Internet site, www.consolelaw.com or by contacting the Class Counsel listed on Page 2 above.

7. HOW MUCH WILL MY PAYMENT BE?

Each member of the Class will receive an Individual Settlement Benefit, which is a calculated portion of the Net Settlement Benefit determined in accordance with the Plan of Allocation. The Individual Settlement Benefit is a function of the Individual Calculated Amount, which is based on a formula that compensates each member of the Class in a uniform way for the lost value of the Enhanced Retirement Benefit. The lost value of the Enhanced Retirement Benefit was determined by calculating the difference between what an individual on the Class Member List would have received from the Plan as an Enhanced Retirement Benefit monthly annuity starting November 1, 2004, through life expectancy and what he or she will receive by way of monthly annuity as a Terminated Vested Benefit at

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Normal Retirement Age of 65. The Individual Settlement Benefit is determined by a Class Member's Individual Calculated Amount as a percentage of the sum of the Individual Calculated Amounts of every individual on the Class Member List, multiplied by the Net Settlement Benefit, with certain adjustments made for Class Representatives' Case Contribution Payments that are approved by the Court (and not to exceed a total amount of \$70,000) and Minimum Distributions of \$2,000 per person for five people. A complete description of the meaning and method of calculating the Individual Settlement Benefit is set forth in the Plan of Allocation and its accompanying schedule (part of the Settlement Agreement).

The Individual Settlement Benefit for each individual identified on the Class Member List has been calculated by the consultant retained by Class Counsel, Parente Beard, under the supervision of David Duffus, CPA/ABV/CFF/CFE. A schedule showing by randomly assigned number for each individual identified on the Class Member List his or her Terminated Vested Benefit, estimated Individual Settlement Benefit (assuming a Net Settlement Benefit in the minimum amount of \$6,070,000), and individual percentage of the Net Settlement Benefit accompanies this Mailed Notice. Your Terminated Vested Benefit and estimated Individual Settlement Benefit is set forth in the Individual Settlement Benefit Election Form that also accompanies this Notice.

The Individual Settlement Benefit will be paid as a lump sum either via a rollover or via a direct payment as indicated by the Individual Settlement Benefit Election Form. The Individual Settlement Benefit Election Form includes a Special Tax Notice regarding rollover options and their tax consequences, which you should read. You may also want to contact a financial advisor. At the direction of Class Counsel, a letter dated June 24, 2013, from Parente Beard to the Class Counsel listed on page 2 concerning certain federal tax consequences of the Settlement is enclosed herewith. Please note: No opinion concerning the tax consequences of the Settlement to individual members of the Class is being given or will be given by Defendants, Defendants' Counsel, or Class Counsel, nor is any representation or warranty in this regard made by virtue of the Settlement Agreement. Tax consequences may vary depending upon the particular circumstance of each member of the Class. The tax obligations, and the determination thereof, are the sole responsibility of each member of the Class.

8. HOW MAY I RECEIVE A PAYMENT?

You do not need to file a claim. If you are a member of the Class, you have been provided with distribution election paperwork so that you can elect to (1) roll over your share of the settlement into an individual retirement account ("IRA") or other qualified retirement plan or (2) receive a check for your share of the Settlement that will be taxed according to the Internal Revenue Code. You are to complete and return the Individual Settlement Benefit Election Form as directed therein. In the event that your completed form is not received as directed, your Individual Settlement Benefit will be transferred to an individual retirement account (IRA) which will be established on your behalf.

9. WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur, including the Court's approval of the Settlement, that approval becoming Final and no longer subject to appeals to any court and reinstatement of the Plan. The Net Settlement Benefit will be paid by the Plan to the members of the Class pursuant to the Plan of Allocation within 60 days following the Effective Date of the Settlement (assuming Final approval has been obtained for the Settlement, including exhaustion of any appeals). If the Final Approval Order and Judgment is appealed, resolution of that appeal may take several years.

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

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve, or materially modifies, the Settlement Agreement or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed as if the Settlement Agreement had not been entered into by the Parties.

10. CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Settlement Agreement provides for certification of the Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has determined that the requirements of that rule have

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been satisfied. Thus, it is not possible for any member of the Class to exclude themselves from the Settlement. As a member of the Class, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question 13 below.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Court has appointed Carol A. Mager of the law firm of Console Law Offices and Sidney L. Gold of Sidney L. Gold & Associates, as Class Counsel in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for the award of attorneys' fees and costs of not more than \$3,430,000 from the Total Settlement Amount, including reimbursement of expenses incurred in connection with the prosecution of the Action. Copies may be obtained at the following website, www.consolelaw.com, by calling the toll-free number, 1 (888) 263-3281, or by sending an email to owensclass@consolelaw.com. This motion will be considered at the Final Approval Hearing described below. Defendants will not take any position on that matter before the Court.

OBJECTING TO THE ATTORNEYS' FEES

By following the procedures described in the answer to Question 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you are a member of the Class, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement *Sessions et al. v. Owens-Illinois, Inc. et al.*, Civil Action No. 1:07-cv-01669. Be sure to include your name, address, telephone number, signature, and a full explanation of all the reasons why you object to the Settlement. **Your written objection must be sent to the following counsel and must be postmarked by no later than _____, 2014.**

CLASS COUNSEL

Carol A. Mager
Console Law Offices LLC
1525 Locust Street, 9th Floor
Philadelphia, PA 19102

Sidney L. Gold
Sidney L. Gold & Associates, P.C.
1835 Market Street, Suite 515
Philadelphia, PA 19103

DEFENDANTS' COUNSEL

Brian T. Ortelere
Jeremy P. Blumenfeld
Michael C. Higgins
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103

You must also file your objection with the Clerk of the Court of the United States District Court for the Middle District of Pennsylvania by mailing it to the address set forth below. The objection must refer prominently to *Sessions et al. v. Owens-Illinois, Inc. et al.*, Civil Action No. 1:07-cv-01669. **Your objection must be postmarked no later than _____, 2014.** The address is:

Clerk of the Court
United States District Court for the Middle District of Pennsylvania
P.O. Box 1148
235 N. Washington Avenue

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OR VISIT WWW.CONSOLELAW.COM.
DO NOT CALL THE COURT WITH YOUR QUESTIONS.**

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement as fair, reasonable, and adequate (the “Final Approval Hearing”). You may attend the Final Approval Hearing, but you do not have to attend.

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Final Approval Hearing at __:0__m. on _____, 2014, at the United States District Court for the Middle District of Pennsylvania, William J. Nealon Federal Building & United States Courthouse, 235 N. Washington Avenue, Scranton, PA 18501, in the courtroom then occupied by United States District Judge Robert D. Mariani. **The Court may adjourn the Final Approval Hearing without further notice to the members of the Class, so if you wish to attend, you should confirm the date and time of the Final Approval Hearing with Class Counsel before doing so.** At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys’ fees and reimbursement of expenses and for Class Representatives’ Case Contribution Payments. The Parties do not know how long these decisions will take or whether appeals will be taken.

15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Final Approval Hearing, but such attendance is also not necessary.

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection in advance of the Final Approval Hearing AND you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must send a letter or other paper called a “Notice of Intention To Appear at Final Approval Hearing in *Sessions et al. v. Owens-Illinois, Inc. et al.*, Civil Action No. 1:07-cv-01669.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention To Appear must be sent to the attorneys listed in the answer to Question 13 above, postmarked no later than _____, 2014, and must be filed with the Clerk of the Court by mailing it (post-marked no later than ___, 2014) to the address listed in the answer to Question 13.

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a member of the Class, you will participate in the Settlement of the Action as described above in this Mailed Notice.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Mailed Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. Copies may be obtained at the following website, www.consolelaw.com, by calling the toll-free number, 1 (888) 263-3281, or by sending an email to owensclass@consolelaw.com. You are encouraged to read the complete Settlement Agreement.

DATED: _____, 2014

**QUESTIONS? CALL 1 (888) 263-3281 TOLL FREE,
OR VISIT WWW.CONSOLELAW.COM.
DO NOT CALL THE COURT WITH YOUR QUESTIONS.**