UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Lina M. Khan, Chair**
Rebecca Kelly Slaughter
Christine S. Wilson
Alvaro M. Bedoya

In the Matter of	)	**DECISION AND ORDER**
	)	**Docket No. C-4786**
O-I Glass, Inc.,	)	
a corporation.	)	
	)	

DECISION

The Federal Trade Commission initiated an investigation of certain acts and practices of O-I Glass, Inc. ("O-I" or "Respondent"). The Commission's Bureau of Competition prepared and furnished to Respondent the Draft Complaint, which it proposed to present to the Commission for its consideration. If issued by the Commission, the Draft Complaint would charge Respondent with violations of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45.

Respondent and the Bureau of Competition executed an Agreement Containing Consent Order ("Consent Agreement") containing (1) an admission by Respondent of all the jurisdictional facts set forth in the Draft Complaint, (2) a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in the Draft Complaint, or that the facts as alleged in the Draft Complaint, other than jurisdictional facts, are true, (3) waivers and other provisions as required by the Commission's Rules, and (4) a proposed Decision and Order.

The Commission considered the matter and determined that it had reason to believe that Respondent has violated the said Act, and that a complaint should issue stating its charges in that respect. The Commission accepted the Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments; at the same time, it issued and served its Complaint. The Commission duly considered any comments received from interested persons pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure described in Rule 2.34, the Commission makes the following jurisdictional findings:

1. Respondent O-I Glass, Inc. is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware with its executive offices and principal place of business located at One Michael Owens Way, Plaza 1, Perrysburg, OH 43551.

2. The Commission has jurisdiction of the subject matter of this proceeding and over Respondent, and the proceeding is in the public interest.

ORDER

I. Definitions

IT IS HEREBY ORDERED that, as used in this Order, the following definitions shall apply:

A. "O-I" or "Respondent" means O-I Glass, Inc., its directors, officers, employees, agents, representatives, successors, and assigns; the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by O-I Glass, Inc., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "Commission" means the Federal Trade Commission.

C. "Agreement" means any agreement, contract, understanding, or provision or term thereof, whether express or implied, written or unwritten.

D. "Employee" means a Person employed by, previously employed by, or in the process of being employed by, Respondent in the United States as specified in Appendix A.

E. "Noncompete Agreement" means an Agreement between O-I and an Employee that restricts or restrains the right or ability of the Employee to seek or accept employment with any Person, to operate a business, or otherwise to compete with O-I for any period of time after the conclusion of the Employee's employment with O-I.

F. "Person" means both natural and artificial persons, including but not limited to, corporations, partnerships, and unincorporated entities.

II. Injunction

IT IS FURTHER ORDERED that Respondent, in connection with its activities in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, shall cease and desist from, directly or indirectly, entering or attempting to enter into, maintaining or attempting to maintain, enforcing or attempting to enforce, or threatening to enforce a Noncompete Agreement or communicating to an Employee or any prospective or current employer of that Employee that the Employee is subject to, a Noncompete Agreement.

III. Notice to Employees

IT IS FURTHER ORDERED that Respondent shall:

A. No later than 30 days from the date this Order is issued, deliver to each Employee who is, or as of November 23, 2021 was, party to a Noncompete Agreement a letter in the form of Appendix B and a copy of this Order.

B. No later than 30 days from the date this Order is issued, and continuing for the duration of this Order, post a clear and conspicuous notice in the documentation, electronic or otherwise, provided to each new Employee upon hire that states:

"IMPORTANT: Your employment with O-I in this position is not and will not be subject to a noncompete provision. This means that once you stop working for O-I:

- You may seek or accept a job with any company or person – even if they compete with O-I.
- You may run your own business – even if it competes with O-I.
- You may compete with O-I at any time following your employment with O-I."

IV. Compliance Obligations

IT IS FURTHER ORDERED that Respondent shall:

A. No later than 10 days after the date on which this Order is issued: (a) take all steps necessary to void and nullify all existing Noncompete Agreements and notify Commission staff in writing that all existing Noncompete Agreements are voided and nullified, once completed; and (b) not require any Employee who is party to an existing Noncompete Agreement to pay back any remuneration or otherwise to be penalized as a result of the voided and nullified Noncompete Agreement.

B. No later than 30 days after the date on which this Order is issued, provide a copy of this Order and the Complaint to each of Respondent's directors, officers, and employees with responsibility for hiring or recruitment in the United States.

C. For a period of 10 years from the date this Order is issued, provide a copy of this Order and the Complaint to any Person who becomes a director, officer, or employee of Respondent with responsibility for hiring or recruitment in the United States, and provide such copies within 30 days of the commencement of such Person's employment or term as a director or officer.

D. Require each Person to whom a copy of this Order is furnished pursuant to Paragraph IV.B and IV.C above to sign and submit to Respondent within 30 days of the receipt thereof a statement that (1) represents that the undersigned has read the Order, and (2) acknowledges that the undersigned has been advised and understands that non-

compliance with the Order may subject Respondent to penalties for violation of the Order.

E. Retain documents and records sufficient to record Respondent's compliance with its obligations under Section IV of this Order.

V. Compliance Reports

IT IS FURTHER ORDERED that Respondent shall file verified written reports ("Compliance Reports") in accordance with the following:

A. Respondent shall submit:

1. Interim Compliance Reports 30 days after the date this Order is issued, and every 60 days thereafter for a period of one year;

2. Annual Compliance Reports one year after the date this Order is issued, and annually for the next 9 years on the anniversary of that date; and

3. Additional Compliance Reports as the Commission or its staff may request.

B. Each Compliance Report shall contain sufficient information and documentation to enable the Commission to determine independently whether Respondent is in compliance with this Order. Conclusory statements that Respondent has complied with its obligations under the Order are insufficient. Respondent shall include in its reports, among other information or documentation that may be necessary to demonstrate compliance, (1) a full description of the measures Respondent has implemented and plans to implement to comply with each paragraph of this Order, including a list of all persons who received the notice required by Section III.A of this Order, together with proof of service of the notice; and (2) upon the Commission's request, a copy of any employment agreement (apart from a collective bargaining agreement) Respondent enters or implements in the United States after execution of the Consent Agreement.

C. For a period of 5 years after filing a Compliance Report, Respondent shall retain all material written communications with each party identified in each Compliance Report as required by Paragraph IV.B and all non-privileged internal memoranda, reports, and recommendations concerning fulfilling Respondent's obligations under this Order during the period covered by such Compliance Report. Respondent shall provide copies of these documents to Commission staff upon request.

D. Respondent shall verify each Compliance Report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. Respondent shall file its Compliance Reports with the Secretary of the Commission at ElectronicFilings@ftc.gov and the Compliance Division at bccompliance@ftc.gov; as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a).

VI. Change in Respondent

IT IS FURTHER ORDERED that Respondent shall notify the Commission at least 30 days prior to:

A. The dissolution of O-I Glass, Inc.;

B. The acquisition, merger, or consolidation of O-I Glass, Inc.; or

C. Any other change in Respondent, including assignment and the creation, sale, or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

VII. Access

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon 5 days' notice to Respondent, Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

A. Access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession, or under the control, of the Respondent related to compliance with this Order, which copying services shall be provided by the Respondent at their expense; and

B. To interview directors, officers, or employees of Respondent, who may have counsel present, regarding such matters.

VIII. Purpose

IT IS FURTHER ORDERED that the purpose of this Order is to remedy the harm to competition the Commission alleged in its Complaint and to prevent the Respondent from entering into, attempting to enter into, maintaining or attempting to maintain, enforcing or attempting to enforce, or threatening to enforce a Noncompete Agreement.

IX. Term

IT IS FURTHER ORDERED that this Order shall terminate 20 years from the date it is issued.

By the Commission, Commissioner Wilson dissenting.

April J. Tabor
Secretary

SEAL:
ISSUED: February 21, 2023

APPENDIX A

Employees

1. Account Manager
2. Account Manager I
3. Account Manager II
4. Account Manager III
5. Administrator Benefits 401(k) - Senior
6. Administrative Assistant - Intermediate
7. Administrative Assistant - Senior
8. Analyst Analytics and Business Intelligence
9. Analyst Benefits - Associate
10. Analyst Benefits - Intermediate
11. Analyst Benefits - Senior
12. Analyst Business Insurance - Senior
13. Analyst Business - Payroll
14. Analyst Commercial - Intermediate
15. Analyst Commercial - Senior
16. Analyst Commercial Quotation
17. Analyst Compensation - Senior
18. Analyst Corporate Development – Intermediate
19. Analyst Costing & Supply
20. Analyst Demand & Supply Chain
21. Analyst Financial – Hyperion
22. Analyst Financial Planning & Analysis
23. Analyst Global Business Process
24. Analyst Global Consolidation & Reporting - Senior
25. Analyst Global Loss Control
26. Analyst Human Resource Information System – Intermediate
27. Analyst Human Resource Information System – Senior
28. Analyst I Technical - Associate
29. Analyst I Technical - Intermediate
30. Analyst I Technical - Principal
31. Analyst II Solution - Intermediate
32. Analyst II Solution - Intermediate (Order to Cash)
33. Analyst II Solution - Principal
34. Analyst II Solution - Senior
35. Analyst II Solution-Intermediate (SAP/Human Resource Information System)
36. Analyst II Technical - Associate
37. Analyst II Technical - Expert
38. Analyst II Technical - Intermediate
39. Analyst Manufacturing
40. Analyst Marketing
41. Analyst Marketing - Senior
42. Analyst Operations
43. Analyst Payroll - Intermediate
44. Analyst Project
45. Analyst Research – Junior
46. Analyst Research – Senior
47. Analyst Sales Service
48. Analyst Sales Spirits
49. Analyst Solution - Associate

50. Analyst Solution - Intermediate
51. Analyst Solution - Principal
52. Analyst Solution – Senior
53. Analyst Supply Chain – Intermediate
54. Analyst Supply Chain – Senior
55. Analyst Tax – Associate
56. Analyst Tax - Intermediate
57. Analyst Tax - Senior
58. Analyst Technical - Senior
59. Architect Enterprise - Principal
60. Architect Enterprise - Senior
61. Assistant Controller Accounting - NA
62. Assistant Controller Reporting Compliance
63. Assistant Manager Quality
64. Attorney Environmental – Senior
65. Auditor Cyber Security – Senior
66. Auditor IT – Staff
67. Business Partner Industrial Design
68. Business Partner Marketing Communications
69. Computer Aided Design Designer – Intermediate
70. Computer Aided Design Designer – Senior
71. Capacity Planner – Associate
72. Capacity Planner – Senior
73. Clerk Litigation
74. Concept Designer – Associate
75. Content Strategist
76. Controller Financial Planning & Analysis Sales
77. Controller HR
78. Coordinator Dispatch
79. Coordinator Ethics & Compliance
80. Coordinator Finance – Senior
81. Coordinator Information Systems – Global Manufacturing Fundamentals
82. Coordinator Inventory
83. Coordinator IT Administrative
84. Coordinator Job Change
85. Coordinator Job Change – Senior
86. Coordinator Materials
87. Coordinator Sales Service
88. Coordinator Security
89. Coordinator/Scheduler Flight
90. Customer Service Representative
91. Customer Service Representative – Senior
92. Demand Planner
93. Demand Planner – Senior
94. Developer – Intermediate
95. Discipline Leader II
96. Discipline Leader IV
97. Discipline Leader-Global Glass & Materials
98. Discipline Leader-Glass Science
99. Engineer - Assistant
100. Engineer - Principal I
101. Engineer - Senior

102. Engineer Administrative Industrial - Intermediate
103. Engineer Combustion
104. Engineer Combustion - Senior
105. Engineer Controls
106. Engineer Electrical - Principal
107. Engineer Environmental Admin - Intermediate
108. Engineer Forming Controls & Electrical
109. Engineer Furnace & Refractory Design
110. Engineer Furnace Design - Senior
111. Engineer Furnace Design - Principal
112. Engineer Global Environmental
113. Engineer Global Manufacturing Asset Reliability
114. Engineer Graduate Manufacturing
115. Engineer II
116. Engineer II Forming Process
117. Engineer Mechanical Systems - Principal
118. Engineer Operations Process Control
119. Engineer Packaging - Principal
120. Engineer Process Research
121. Engineer Quality - Senior
122. Engineer Regional Manufacturing - Senior
123. Engineer Replication Lead
124. Engineer Robotics Reliability
125. Engineer Technical Service
126. Executive Assistant
127. Executive Assistant to CEO
128. Facilitator Security Systems
129. Finance Leadership Development Program
130. Forming Process Specialist - Associate
131. Forming Process Specialist - Intermediate
132. Forming Process Specialist - Senior
133. Group Leader - Building Maintenance
134. Group Leader - Innovation & Product Design
135. Group Leader - Mold Design
136. Group Leader - Product Development
137. HR Generalist
138. HR Generalist - Senior
139. IS Machine Discipline Network Leader
140. Leader Batch & Furnace – Innovation Center
141. Leader Category Sales
142. Leader Communication News Desk
143. Leader Content & Editorial Strategy
144. Leader Continuous Improvement
145. Leader Continuous Improvement - Senior
146. Leader Customer Excellence Sales Process - Senior
147. Leader Customer Excellence
148. Leader Forming Process
149. Leader Global Cullet
150. Leader Global Data Management
151. Leader Global Environmental Health & Safety Projects
152. Leader Global IT Service Management & Customer Engagement
153. Leader Global Melting Maintenance

154. Leader Global Technology Strategy & Sustainability
155. Leader Global Treasury
156. Leader Integrated Strategy Communications
157. Leader IT
158. Leader Laboratory
159. Leader Manufacturing Operations
160. Leader Marketing Communications
161. Leader Melting Strategic Discipline
162. Leader New Product & Quality
163. Leader Quality
164. Leader Quality Systems Improvement
165. Leader Research & Development Technology Advancement
166. Leader Recycling Systems Development
167. Leader Regional Operations Integrated System
168. Leader Security Shift
169 Leader Squad – MAGMA
170. Leader Supplier Development
171. Leader Sustainability Customer Collaboration
172. Leader Sustainability Squad
173. Leader Team - IT Audit
174. Leader Technical Capabilities - Americas
175. Lead Area People & Culture Operations
176. Lead Customer Excellence Product
177. Lead Distribution Services
178. Lead Forehearth Discipline Network
179. Lead Forming Mechanical Engineer
180. Lead Global People & Culture Technology & Reporting
181. Lead Global Social Engagement
182. Lead Intellectual Property Operations
183. Lead Maintenance - Innovation Center
184. Lead Manufacturing Excellence Country Group
185. Lead Order to Cash
186. Lead People & Culture Operations - Perrysburg
187. Lead Public Relations
188. Lead Sustainability Policy & Governance
189. Lead Sustainability Strategy - Manufacturing
190. Lead Systems Discipline Network
191. Lead Talent Acquisition – North America
192. Lead Technical - Innovation Center
193. Legal Assistant
194. Legal Clerk - Intellectual Property
195. Legal Counsel
196. Line Leader
197. Line Leader - Senior
198. Maintenance Planner - Associate
199. Maintenance Planner – Intermediate
200. Maintenance Planner - Senior
201. Manufacturing Development Program Trainee
202. Mechanic Aircraft
203. Mechanic Aircraft - Lead
204. Manufacturing Specialist Trainee - Intermediate
205. Manufacturing Specialist Trainee - Senior

206. Manager Advanced Procurement - CapEx
207. Manager Aircraft Maintenance & Facility
208. Manager Application Delivery
209. Manager Application Delivery – Inventory to Fulfill
210. Manager Area Environmental Health & Safety
211. Manager Area Quality
212. Manager Batch & Furnace - Associate
213. Manager Batch & Furnace - Intermediate
214. Manager Benefits
215. Manager Business Process & Warehouse
216. Manager Business
217. Manager Business & Market Intelligence
218. Manager Business Development & Accounts
219. Manager Business Development
220. Manager Category Quality
221. Manager Country Group Process Area
222. Manager Commercial Activation
223. Manager Commercial Finance
224. Manager Communications - Americas North
225. Manager Corporate Development
226. Manager Credit
227. Manager Deployment
228. Manager Environmental Health & Safety Operational Excellence MAGMA
229. Manager Environmental Health & Safety
230. Manager Enterprise IT Service Delivery HR
231. Manager Enterprise IT Service Delivery
232. Manager Environmental
233. Manager Facilities
234. Manager Financial Reporting - Corporate
235. Manager Finished Products
236. Manager Forming Equipment Strategy Planning
237. Manager Forming Services
238. Manager Global Asset Reliability
239. Manager Global Collaboration Services
240. Manager Global Foresights
241. Manager Global Process Safety
242. Manager Global Procurement
243. Manager Global Quality
244. Manager Global Quality - Senior
245. Manager Global Real Estate
246. Manager Global Reporting & Analytics
247. Manager Global SAP Basis & Data Base Administration
248. Manager Global SAP Security
249. Manager Global Security
250. Manager Global Sourcing – Capital Expenditure
251. Manager Global Sourcing Research & Development
252. Manager Global Talent Learning & Culture
253. Manager Global Tax Planning
254. Manager Global Manufacturing Fundamentals
255. Manager Global Manufacturing Information Systems
256. Manager Government Affairs - US
257. Manager HR

258. Manager Inventory Control
259. Manager IT Audit
260. Manager Line
261. Manager Litigation Support & Records Management
262. Manager Logistics Center of Excellence
263. Manager Logistics Operations & Compliance
264. Manager Logistics Service
265. Manager Machine Service & Support
266. Manager Maintenance
267. Manager Maintenance - Senior
268. Manager Manufacturing Fundamentals
269. Manager Management Reporting (IO)
270. Manager Mold Design
271. Manager North America Operations - IT
272. Manager Operations - Americas North
273. Manager Operations - Senior
274. Manager Operations & Materials
275. Manager Order To Cash
276. Manager Payroll
277. Manager People & Culture
278. Manager People & Culture Business Partner
279. Manager Plant - Assistant
280. Manager Plant Environmental Health & Safety
281. Manager Plant Environmental Health & Safety - Senior
282. Manager Plant HR
283. Manager Plant HR -Senior
284. Manager Plant Materials
285. Manager Plant People & Culture
286. Manager Plant Quality - Associate
287. Manager Plant Quality - Intermediate
288. Manager Plant Quality - Senior
289. Manager Procurement
290. Manager Procurement – Maintenance, Repair and Operations/Services
291. Manager Procurement - Senior
292. Manager Product Safety
293. Manager Production
294. Manager Program - Senior
295. Manager Project
296. Manager Project - Global Quality
297. Manager Project - Intermediate
298. Manager Project - Marketing
299. Manager Project - Senior
300. Manager Project - Senior (IO)
301. Manager Project Engineering - Senior
302. Manager Project Innovation – Senior
303. Manager Regional Manufacturing Engineering
304. Manager Regional Total Systems Cost Operations Integrated System
305. Manager Regulatory & Compliance
306. Manager Supply & Operations Planning
307. Manager Sales Service
308. Manager Service Delivery - Cloud Mobile Systems
309. Manager Service Delivery - Automation & Workflow

310. Manager Service Delivery - Information Services
311. Manager Service Delivery - Information Technology/Operational Technology
312. Manager Service Delivery - Manufacturing Applications
313. Manager Service Delivery Engineering Research & Development Environmental Health and Safety
314. Manager Service Delivery-SAP Development Services
315. Manager Software Asset
316. Manager State Tax
317. Manager Supply Chain
318. Manager Tank Production
319. Manager Tax
320. Manager Tax Operations
321. Manager Unit Plant
322. Manager Unit Plant - Senior
323. Manager Vendor Quality
324. Manager Warehouse
325. Manager Warehouse Operations & Packaging
326. Operations Controller
327. Plant Accountant - Senior
328. Plant Clerk - Payroll
329. Plant Clerk - Payroll - Principal
330. Plant Clerk - Payroll - Senior
331. Plant Controller
332. Plant Controller - Senior
333. Plant Engineer
334. Plant Engineer - Assistant
335. Plant Forehearth Specialist
336. Plant Health & Safety Administrator - Associate
337. Plant HR Generalist
338. Plant Health & Safety Administrator - Intermediate
339. Plant People & Culture Generalist
340. Production Planner - Associate
341. Production Planner - Senior
342. Project Quality Engineer In Training
343. Quality Service Technician - Senior
344. Recruiter
345. Representative Building Property Maintenance
346. Representative Building Property Maintenance - Associate
347. Representative Business
348. Representative Payroll - Senior
349. SAP Preventative Maintenance Planner
350. Scientist - Associate
351. Scientist - Senior
352. Shift Leader
353. Sales and Marketing Development Program
354. Specialist Batch System Training
355. Specialist Billing
356. Specialist Design - Principal
357. Specialist Engineering Equipment
358. Specialist Environmental
359. Specialist Forehearth
360. Specialist Global Learning & Dev

361. Specialist Global Mobility & Immigration - Senior
362. Specialist Global Manufacturing Information Systems
363. Specialist Governance
364. Specialist Government Affairs
365. Specialist Job Change - Senior
366. Specialist Lead Forming II
367. Specialist Line Systems
368. Specialist Logistics - Intermediate
369. Specialist Melter Training
370. Specialist Melting Principal II
371. Specialist Packaging - Senior
372. Specialist Process Facility
373. Specialist Process Facility - Senior
374. Specialist Procurement - Associate
375. Specialist Procurement - Intermediate
376. Specialist Procurement - Senior
377. Specialist Returnable Packaging
378. Specialist Sustainability & Corporate Affairs
379. Specialist Sustainability Data
380. Specialist Technical - Intermediate
381. Specialist Technical - Lead
382. Specialist Technical - Senior
383. Specialist Warehouse Domestic - Senior
384. Specialist Warehouse International - Senior
385. Specialist - Associate
386. Specialist - Intermediate
387. Specialist - Senior
388. Squad Lead - Cold End
389. Squad Lead - Controls & Digitalization
390. Squad Lead - Facilities
391. Squad Lead - Raw Material
392. Storeroom Attendant
393. Supplier Quality Professional-Senior
394. Supply Planner
395. Supervisor Assurance of Quality Lab
396. Supervisor Finished Products Shift
397. Supervisor Global Treasury
398. Supervisor Line
399. Supervisor Machine Mold Repair - Senior
400. Supervisor Machine Mold Repair
401. Supervisor Machine Repair
402. Supervisor Maintenance Shift
403. Supervisor Mold Repair
404. Supervisor Production Shift
405. Supervisor Quality Assurance
406. Supervisor Quality Shift
407. Supervisor Regional Machine Repair
408. Supervisor Sales Service
409. Supervisor Shift - Associate
410. Supervisor Shift - Intermediate
411. Supervisor Shift – Senior

412. Supervisor Shipping & Storing
413. Supervisor Shipping & Storing - Senior
414. Supervisor Technical Service
415. Supervisor Traffic
416. Supervisor Warehouse
417. Training Architect
418. Writer Engineering Specialist - Senior
419. Writer Technical – Global Manufacturing Fundamentals
420. Writer Technical – Intermediate
421. Advanced Operator
422. Apprentice
423. Apprentice Machine Operator
424. Auto Machine Attendant
425. Auto Palletizer Attendant
426. Auto Palletizer & Depalletizer Operator
427. Auto Strap-Pallet Operator
428. Auto Strapper – Palletizer – Hi-Lift Trucker
429. Basement Cullet Trucker – Compressor Room Attendant
430. Batch & Furnace
431. Batch & Furnace Auto Control Attendant
432. Batch & Furnace Crew Leader
433. Batch & Furnace Operator
434. Batch & Furnace Unloader
435. Batch Deliverer – Monorail
436. Batch House Auto Control Attendant
437. Batch Unloader – Cullet Trucker
438. Batch & Furnace Auto Control Attendant
439 Bulk Palletizer Attendant/Lift Driver
440. Carton Assembler
441. Carton Assembler I
442. Carton Assembler II
443. Carton Assembly Handyworker-Trucker
444. Carton Assembly Setup Worker
445. Carton Inventory
446. Certified Operator
447. Cleaner
448. Cleaner – Oiler
449. Clerk & Stores Attendant
450. Compressor Room Attendant
451. Crew Leader
452. Crew Leader A
453. Crew Leader B
454. Crew Leader C
455. Crew Leader D
456. Cullet Trucker
457. Decorating Line Set-Up
458. Dropper Assembler
459. Electro-Mechanic
460. Electro-Mechanical Apprentice
461. Electro-Mechanical Lead
462. Finished Products Lead
463. Floor Attendant
464. Flow Floor Attendant
465. Forehearth Control Man
466. Forklift Operator

467. Forming Lead
468. Forming Machine Mechanic, First Class
469. Forming Machine Mechanic, First Class Specialist
470. Forming Machine Mechanic, Helper (Oiler)
471. Forming Machine Mechanic, Relief Foreman
472. Forming Machine Mechanic, Second Class
473. Forming Manufacturing Technician
474. Forming Operator
475. Forming Process Technician
476. Forming Upkeep
477. Furnace Utility
478. General Labor
479. General Labor Crew Leader
480. General Maintenance Electrician
481. General Maintenance Mechanic
482. General Utility – Utility Worker
483. Graduator & Tester
484. Handyman
485. Handyman (Mechanical Repairman Helper)
486. Handyworker
487. Hi-Lift Operator – Decorating
488. Hi-Lift Tractor Operator
489. Hot Repairman
490. Inspector & Production Counter
491. Janitor
492. Job Change Coordinator
493. Job Change Crew Leader
494. Job Change Specialist
495. Job Set-Up Worker
496. Journeyman Machine Operator
497. Lab
498. Lab Monitor
499. Label Machine Operator
500. Lehr Attendant
501. Lehr Quality Controller
502. Light Station/Line Observer
503. Line Driver (Warehouse Shift)
504. Line Repair Person, Job Changer
505. Load Plan/Palletizer
506. Lehr Quality Control
507. Machine Upkeep Men
508. Machine Repair
509. Machinist Helper
510. Machinist Line Repair
511. Maintainer
512. Maintenance Crew Leader
513. Maintenance Crew Leader E
514. Maintenance Crew Leader E Relief
515. Maintenance Helper
516. Maintenance Journeyman
517. Maintenance Journeyman - Days
518. Maintenance Journeyman – Shift
519. Maintenance Lead
520. Maintenance Repair Crew Leader E
521. Maintenance Technician
522. Material Processor/Monitor

523. Material Servicer
524. Mechanical - Electrical - Controls Technician
525. Mold Cleaner
526. Mold Cleaner - Off Premise Trucker
527. Mold Cleaner – Shift Line Trucker
528. Mold/Machine Repair Lead
529. Mold/Machine Repair Utility Worker
530. Mold Maker
531. Mold Storage Attendant
532. Mold Technician Apprentice
533. Mold Technician
534. Mold Technician Lead
535. Mold Trucker/Cullet Hauler
536. Monitor
537. Over Inspector – Decorating Department
538. Packaging Palletizer Operator
539. Palletizer
540. Palletizer/Trucker/Inverter
541. Principal Floor Attendant
542. Process Attendant I
543. Process Attendant II
544. Process Checker
545. Process Technician Lead
546. Production Crew Leader
547. Production Crew Leader Relief
548. Production Crew Leader E
549. Production Operator
550. Production Recorder/Line Helper
551. PlastiShield Label Machine Operator
552. Purchasing & Stores Clerk Attendant
553. Quality Assurance Tester
554. Quality Inspector
555. Quality Inspector – Warehouse Stock
556. Quality Lab Technician
557. Quality Specialist
558. Raw Material Unloader
559. Receiving & Dispensing Clerk
560. Relief
561. Relief Line Foreman
562. Relief Operator
563. Relief Supervisor – Salary Replacement
564. Repairman Journeyman
565. Reselector
566. Reselect/Resort Server-Loader
567. Resort – Depalletizer – Palletizer – Trucker
568. SAL Machine Attendant
569. Scale Operator/Cullet Inspector
570. Screen Maker
571. Selector
572. Selector – Decorated Ware
573. Service Worker B
574. Service Worker C
575. Service Worker D
576. Shift Polisher/Line Trucker
577. Signing Supervisor Electrician
578. Solid Film Lubricant Operator

579. Solid Film Lubricant Operator & Polisher
580. Specification Tester
581. Specialist Quality & Gauge Control Worker
582. Storing & Shipping Handyworker
583. Storeroom Attendant
584. Storeroom Clerk
585. Storeroom Clerk/Purchaser
586. Storeroom – Shipping & Receiving Attendant
587. Surface Spray Attendant
588. Tester – General Work
589. Trainee
590. Unloader – Inspector/Color Mixer/Cullet Trucker
591. Upkeep
592. Utility & Clean up Worker
593. Utility (Machine Repair)
594. Utility Worker
595. Utility Worker – General
596. Utility Worker – General Work
597. Ware Server
598. Warehouse - Days
599. Warehouse Auditor – Packed Ware Auditor
600. Warehouse Service Worker
601. Any position that has a functionally equivalent job description to a position listed above.

O-I Glass, Inc.
One Michael Owens Way, Plaza 1
Perrysburg, Ohio 43551
567-336-5000 | o-i.com

APPENDIX B

Re: Your Past Noncompete Agreement with O-I

Dear [name of Employee]:

You are receiving this letter because you are an Employee affected by a consent Order that we have entered into with the Federal Trade Commission ("Commission").

As you know, O-I had previously required certain categories of employees not to compete with O-I for one year following their employment with the company. In early 2022, we decided that such Noncompete Agreements for these categories of employees are no longer aligned with our talent goals. We previously announced this change, stating that we rescinded and will no longer enforce our Noncompete Agreement with you.

The Commission has been investigating the use of noncompete agreements by O-I and other companies in the glass-manufacturing industry. As part of this investigation, O-I has entered into a settlement agreement with the Commission. The Commission has alleged that O-I's use of Noncompete Agreements with you and other employees has a tendency to restrict job mobility and harm competition and is unlawful. We have entered into a consent Order with the Commission under which we will not reinstate these Noncompete Agreements for 20 years. Consistent with our prior announcement, any Noncompete Agreement between you and O-I is null and void.

What is a Noncompete Agreement?

A Noncompete Agreement restricts an employee's ability to seek or accept a job with another company, to operate their own business, or otherwise to compete with their former employer after they've left the company. These agreements sometimes (but not always) use words like "non-competition" or "non-compete."

How the FTC Order affects you

The FTC Order requires us to:

1. Cancel all Noncompete Agreements with current or former employees in the positions identified in the Order;
2. Stop entering into Noncompete Agreements with employees in those positions, and
3. Release you from the Noncompete Agreement with us.

This means that once you stop working for O-I:

- You may seek or accept a job with any company or person – even if they compete with O-I.
- You may run your own business – even if it competes with O-I.
- You may compete with O-I at any time after you leave O-I.

We can still enter or enforce Agreements that prevent current or former employees from using or disclosing O-I's trade secrets – for example, if the employee goes to work for someone else.

Where to get more information

To learn more about this case, please read the attached Decision and Order in *In re O-I Glass, Inc.,* C-xxxx, or visit [URL that goes to the ftc.gov press release]. This letter summarizes the main points of the case, but the only official source of information is the FTC Order. The Decision and Order reflects a settlement between the FTC and O-I and does not constitute an admission by O-I that it has violated the law or that any of the facts alleged by the FTC regarding O-I's conduct are true.

If you have concerns about whether O-I or any O-I employees are complying with their obligations under the Order – or how the Order applies to you or your colleagues – contact the O-I legal department at [phone], [email], or the FTC by contacting [name], [phone], [email].
Sincerely,

[name and title]