

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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MICHAEL MAZZA, individually, and as  
representative of a Class of Participants  
and Beneficiaries of the Pactiv Evergreen  
Services Inc. Employee Savings Plan,

Plaintiff,

Case No: 1:22-cv-5052

v.

PACTIV EVERGREEN SERVICES INC., et al.

Defendants

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**FINAL APPROVAL ORDER**

WHEREAS, on \_\_\_\_\_ this Court conducted a Final Approval Hearing to, among other things, (1) determine whether to finally certify the Settlement Class<sup>1</sup> pursuant to Fed. R. Civ. P. 23(b)(1); (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate and in the best interests of the Settlement Class and should be approved by the Court; (3) determine whether the proposed Plan of Allocation for distributing the Settlement proceeds among Settlement Class Members should be approved by the Court; (4) consider the motion of Plaintiff and Class Counsel for Attorneys' Fees and Costs, Administrative Expenses, and a Class Representative Service Award; and (5) to hear and rule upon other matters as appropriate in regards to the Parties' class action Settlement;

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<sup>1</sup> All capitalized terms used herein shall have the meaning ascribed to them in the Class Action Settlement Agreement and Release of Claims dated February 28, 2024 ("Settlement Agreement") entered between Plaintiff and Defendants Pactiv Evergreen Services Inc., and its Board of Directors.

WHEREAS, the Court was advised at the Final Approval Hearing that the Notice in the form approved by the Court was sent to the Settlement Class pursuant to the terms of the Settlement Agreement and was posted on the Settlement Website; and

WHEREAS, Defendants have notified the Court of their compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715;

WHEREAS, the Court, having considered all matters submitted to it at the Final Approval Hearing, including all written submissions and the arguments of counsel for the Parties and counsel for any objectors;

**NOW THEREFORE, IT IS HEREBY ORDERED:**

1. The Settlement Agreement, including the definitions contained therein, is incorporated by reference in this Final Approval Order.
2. The Court has jurisdiction over the subject matter of this Action.
3. Pursuant to Fed. R. Civ. P. 23(b)(1), the Court hereby finally certifies, for purposes of effectuating the Settlement only, a Settlement Class consisting of all participants and beneficiaries of the Pactiv Evergreen Services Inc. Employee Savings Plan from September 16, 2016 through March 31, 2024, excluding the Defendants or any Plan participant who is or was a fiduciary to the Plan during the Class Period.
4. The Court appoints Michael Mazza as the Class Representative for the Settlement Class.
5. The Court appoints the following firm as Class Counsel for the Settlement Class: Walcheske & Luzi, LLC.
6. The Court finds that Defendants have complied with the notice requirements of 28 U.S.C. § 1715.

7. The Notice was previously provided to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class Members of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23 and due process; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto of the terms and conditions of the Settlement and the right to object.

8. Based on the evidence submitted by the Parties, the Court concludes that the Settlement is fair, reasonable and adequate. The Settlement is therefore approved, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms and conditions.

9. The Plan of Allocation is also hereby approved as fair, reasonable and adequate.

10. The Court finds that the members of the Settlement Class are in privity with the interests of the Plan, its participants and its beneficiaries, and all private parties authorized to sue under ERISA section 502(a)(2), that such private parties are adequately represented by the Class Representative, and all parties authorized to sue under ERISA sections 502(a)(2) are hereby bound by the Settlement and this Order.

11. The Action is hereby dismissed with prejudice in its entirety and without an award of costs, except as provided in the Settlement Agreement.

12. The Settlement Agreement is hereby approved in its entirety.

13. For purposes of this Paragraph 13 of this Order, the following definition (which are identical to the definitions in the Settlement Agreement, as modified above) shall apply:

a. “Released Claims” shall mean any and all actual or potential claims (including any Unknown Claims, as defined in Section 1.41 of the Settlement Agreement), actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), whether arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, for monetary, injunctive, equitable, and any other relief (collectively “Claims”) against the Defendant Released Parties and Defendants’ Counsel through the date the Court enters the Final Approval Order that were asserted in the Action, or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, occurrences or the conduct alleged or asserted in the Action or could have been alleged or asserted in the Action, whether or not pleaded in the Amended Complaint; or that arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Plan’s investments, investment options, or service providers, including without limitation, its administrative and/or recordkeeping service providers, its investment advisors, its managed accounts service providers, its auditor, its trustees, and the Company in its role as service provider to the Plan; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Plan’s fiduciaries; (3) fees, costs, or expenses charged to, paid, or reimbursed by the Plan or Plan participants; (4) the services provided to the Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Plan’s investments, investment options, or service providers; (6) any amounts charged to participants for participant account maintenance or

recordkeeping and administrative fees; and/or (7) any assertions with respect to any fiduciaries or service providers of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing.

As of the Effective Date, all Settlement Class Members and their successors and assignees are permanently enjoined, either directly, representatively, or in any other capacity, from prosecuting, instituting, or commencing any individual, class, or other action with respect to the Released Claims against any of the Defendant Released Parties.

14. The terms of the Settlement Agreement and of this Final Approval Order shall be forever binding on the Plaintiff, Settlement Class Members, and all of their successors and assigns, and the Settlement shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings involving the Released Claims.

15. In recognition of their work, the time and expenses incurred on behalf of the Settlement Class and the value of the results achieved on behalf of the Settlement Class, pursuant to the terms of the Settlement Agreement, the named Plaintiff shall be entitled to receive a Class Representative Service Award and Class Counsel shall be entitled to receive their Attorneys' Fees and Expenses in the amounts set forth by the Court in its separate order addressing the Fee and Expense Application.

16. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over (a) implementation of the Settlement and any award or distribution of the Settlement Amount; and (b) the Parties and the Settlement Class Members for purposes of construing, enforcing and administering the Settlement Agreement.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024

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The Honorable Sara L. Ellis  
United States District Judge

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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MICHAEL MAZZA, individually, and as  
representative of a Class of Participants  
and Beneficiaries of the Pactiv Evergreen  
Services Inc. Employee Savings Plan,

Plaintiff,

Case No: 1:22-cv-5052

v.

PACTIV EVERGREEN SERVICES INC., et al.

Defendants

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**If you were a participant in the Pactiv Evergreen Services Inc. Employee Savings Plan at any time from September 16, 2016 through March 31, 2024, you may be part of a class action settlement.**

IMPORTANT  
PLEASE READ THIS NOTICE CAREFULLY  
THIS NOTICE RELATES TO THE SETTLEMENT 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 Court authorized this notice (referred to herein as “Notice”). You are not being sued. This is not a solicitation from a lawyer.***

This Notice advises you of a settlement (the “Settlement”) of a lawsuit against Pactiv Evergreen Services Inc. and its Board of Directors (collectively, “Defendants”). In the lawsuit, Plaintiff alleges various claims related to the operation of the Pactiv Evergreen Services Inc. Employee Savings Plan (the “Plan”). Plaintiff claims that Defendants authorized the Plan to pay unreasonably high fees for recordkeeping and administrative services. Defendants deny all of the allegations in the lawsuit and contend that their conduct was entirely lawful and proper. You are included as a Settlement Class Member if you had a positive account balance in, or were a beneficiary of someone who had a positive account balance in, the Plan at any time from September 16, 2016 through March 31, 2024 (“Participant”). You should read this entire Notice carefully because your legal rights will be affected whether you act or not.

This Notice explains your rights and options, including the deadline for you to object if you are opposed to this Settlement. You do not need to do anything to receive your share of the Settlement proceeds. Participants who have a positive account balance as of March 31, 2024 (“Current Participants”) will have their share of the Settlement proceeds deposited in their Plan account, provided that they still have one on the date the distribution is

made. Participants who do not have a positive account balance as of March 31, 2024 (“Former Participants”) and who are entitled to a share of the Settlement proceeds will receive their Settlement proceeds by check payable directly to them, unless they submit a Rollover Form directing the Settlement Administrator to roll over their payment to another tax-qualified retirement account. Rollover Forms can be obtained on the Settlement Website at [SETTLEMENT WEBSITE URL].

The terms and conditions of the Settlement are set forth in the Settlement Agreement (as defined in the response to question 6 below) dated February 28, 2024. The Settlement Agreement is available at [SETTLEMENT WEBSITE URL]. Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement. Certain other documents also will be posted on the Settlement 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 via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>, and may also be reviewed in person, as allowed by the Court, during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of Illinois, 219 S Dearborn St, Chicago, IL 60604.

**Please read this Notice carefully.** Your legal rights are affected whether you act, or don’t act.

<b>THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>YOU CAN OBJECT BY [DATE]</b>	You may write to the Court and counsel if you don’t like the Settlement to explain why you object. If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled, regardless of whether you objected to the Settlement.
<b>YOU CAN ATTEND A HEARING ON [DATE]</b>	You may ask to speak in Court about the fairness of the Settlement if you notify the Court and counsel of your intent to appear at the hearing. If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled, regardless of whether you spoke in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled.

### **BASIC INFORMATION**

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

The Settlement Class in this case includes all participants and beneficiaries of the Pactiv Evergreen Services Inc. Employee Savings Plan (the “Plan”) from September 16, 2016 through March 31, 2024 (the “Class Period”), excluding the Defendants or any Plan participant who is or was a fiduciary to the Plan during the Class Period. You are receiving this Notice because the Plan’s records indicate that you are or were a participant in the Plan during the Class Period. As such, your rights will be affected by the Settlement of this lawsuit.

**Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed Settlement are, what rights you have to object to the proposed Settlement if you disagree with its terms, and the deadline to object to the proposed Settlement.**

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

A lawsuit was filed in the United States District Court for the Northern District of Illinois (the “Court”) against Pactiv Evergreen Services Inc. and its Board of Directors. The lawsuit alleges that Defendants violated the Employee Retirement Income Security Act (“ERISA”) with respect to the Plan. The individual who is pursuing the lawsuit (the “Plaintiff”) claims, among other things, that the Defendants authorized the Plan to pay unreasonably high fees for recordkeeping and administrative services. This is just a summary of the allegations in the lawsuit. A copy of Plaintiff’s Amended Complaint containing all of Plaintiff’s allegations is available on the Settlement Website at [\[SETTLEMENT WEBSITE URL\]](#).

Defendants deny the allegations in the lawsuit and contend that their conduct was entirely lawful and proper. Defendants have asserted, and would assert should the litigation continue, a number of defenses to Plaintiff’s claims.

**3. What is a class-action lawsuit?**

In a class-action lawsuit, one or more people called “Class Representatives” sue on their own behalf and on behalf of other people who have similar claims. One court resolves all the issues for all class members in a single lawsuit. One participant in the Plan is the Class Representative in this lawsuit.

**4. Why is there a Settlement?**

The Parties have agreed to the Settlement after extensive negotiations. By agreeing to the Settlement, the Parties avoid the costs and risks of further litigation, and Plaintiff and the other Settlement Class Members will receive a Settlement payment. Counsel for the Settlement Class (“Class Counsel”) has conducted a review of the evidence in the case and the potential risks and benefits of continued litigation and believes that the Settlement is in the best interest of the Settlement Class. The Court has not made any finding that Defendants have done anything wrong or violated any law or regulation.

The Plan has retained an independent fiduciary to evaluate the fairness of the Settlement. The independent fiduciary is Fiduciary Counselors, Inc.

**5. How do I get more information about the Settlement?**

This Notice is only a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed Settlement. Further information about the Settlement and the lawsuit can be found on the Settlement Website at [\[SETTLEMENT WEBSITE URL\]](#). You may also inspect the pleadings and other papers (including the Settlement Agreement) that have been filed in this lawsuit at the office of the Clerk of the United States District Court for the Northern District of Illinois, which is located at 219 S. Dearborn St., Chicago, IL 60604. You may

also review documents electronically through Public Access to Court Records, which is available as [www.pacer.gov](http://www.pacer.gov).

If you have questions about this notice or the proposed Settlement, you may contact the Settlement Administrator at [REDACTED] for more information.

**Do not contact the Court or the Defendants for information about the Settlement. The Settlement Administrator or Class Counsel can answer any questions you may have about the proposed Settlement.**

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

#### **6. What does the Settlement provide?**

Plaintiff and Defendants have agreed to a settlement that involves monetary payments to Settlement Class Members. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement and Release of Claims dated February 28, 2024 (“Settlement Agreement”), and described briefly below.

As part of the Settlement, Defendants have agreed to make a one-time payment of \$725,000 (the “Settlement Amount”). After deduction from the Settlement Amount for any amounts that the Court approves for settlement-related expenses (including “Class Representative Service Award” to Plaintiff, “Attorneys’ Fees and Costs” to Class Counsel, certain “Administrative Costs,” and “Taxes” and “Tax-Related Costs” (all as defined in the Settlement Agreement)), the remainder of the Settlement Amount (known as the “Distributable Settlement Amount”) will be distributed to Settlement Class Members. Monies will be distributed in accordance with the Plan of Allocation set forth in Exhibit C to the Settlement Agreement, which can be found on the Settlement Website at [SETTLEMENT WEBSITE URL] and also can be obtained by contacting the Settlement Administrator at [REDACTED]. You may be eligible to receive a portion of the Distributable Settlement Amount if you are a Settlement Class Member. Whether or not a person qualifies as a Settlement Class Member and is eligible for a portion of the Distributable Settlement Amount will be based on the Plan’s records. Current Participants will have their share of the Settlement proceeds deposited in their Plan account, provided that they still have one on March 31, 2024. Former Participants who are entitled to a distribution will receive their Settlement proceeds by check, unless they submit a Rollover Form directing the Settlement Administrator to roll over their payment to another tax-qualified retirement account. Rollover Forms can be obtained on the Settlement Website at [SETTLEMENT WEBSITE URL].

To avoid disproportionate expenses, the Parties have agreed that no distribution will be made to any Settlement Class Member who would otherwise be entitled to an amount of less than \$25 from the Distributable Settlement Amount. **As a result, it is possible that you are a Settlement Class Member but will receive no share of the Settlement proceeds.**

**7. If I am a Current Participant and entitled to a distribution, how will I receive the Settlement proceeds?**

Settlement Class Members who have a positive balance in their Plan account on March 31, 2024 will receive any Settlement proceeds through a deposit into their Plan account. To the extent feasible and ascertainable, those Settlement proceeds will be invested in accordance with each Settlement Class Member's instructions for investment of new contributions at the time the distribution is made, or, if no such instructions are in effect, to the Plan's applicable qualified default investment alternative, which, at the time of the issuance of this Notice is the applicable target date fund for each respective Settlement Class Member.

**8. If I am a Former Participant and entitled to a distribution, how will I receive the Settlement proceeds?**

Settlement Class Members who no longer have a positive balance in their Plan account as of March 31, 2024 and who would be entitled to a payment of \$25 or more from the Distributable Settlement Amount will receive a check directly from the Settlement Administrator, unless they submit a Rollover Form. Rollover Forms can be obtained on the Settlement Website at [SETTLEMENT WEBSITE URL]. Former Participants who would be entitled to an amount of less than \$25 from the Distributable Settlement Amount will receive no payment from the Settlement proceeds, even though they are Settlement Class Members.

**9. When will I receive my distribution?**

The timing of the distribution of the Distributable Settlement Amount is conditioned on several factors, including the Court's final approval of the Settlement and the expiration of any period to appeal the final approval. If one is filed, an appeal of the final approval order may take many months or even years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within six months of the Court's Final Approval Order.

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

**There will be no payments to Participants who would otherwise be entitled to an amount of less than \$25 from the Distributable Settlement Amount.**

**THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP**

**10. What do I give up by participating in the Settlement?**

In exchange for Defendants' payment of the Settlement Amount, all Settlement Class Members will release any claims they have related to the allegations in the lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims. A full description of the Released Claims and the released parties is set forth in the Settlement Agreement, which is available at [SETTLEMENT WEBSITE URL].

**THE LAWYERS AND CLASS REPRESENTATIVES**

**11. Do I have a lawyer in this case?**

Yes. In granting preliminary approval of the proposed Settlement, the Court appointed the Plaintiff's lawyers to serve as Class Counsel for the Settlement Class. The lead attorney for the Settlement Class are as follows:

**Paul M. Secunda**  
Walcheske & Luzi, LLC  
125 South Wacker Drive, Suite 300  
Chicago, Illinois 60606  
Telephone: (224) 698-2630  
Facsimile: (262) 565-6469  
psecunda@walcheskeluzi.com

You will not be charged separately for the work of these lawyers; their compensation will come from the Settlement Amount and will be determined by the Court. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

**12. How will the lawyers (Class Counsel) be paid?**

To date, Class Counsel have not been paid for any of their time investigating and litigating the lawsuit, or for any of the costs they have incurred throughout the time this case has been pending. Accordingly, Class Counsel will ask the Court to approve their compensation, which will consist of (a) reasonable attorneys' fees and (b) reimbursement of the expenses they incurred in prosecuting the case. Class Counsel intend to seek attorneys' fees equal to one-third of the Settlement Amount plus reasonable expenses. The motion and supporting papers will be filed on or before **[date]**. After that date you may review the motion and supporting papers at **[SETTLEMENT WEBSITE URL]**. Any Attorneys' Fees and Expenses approved by the Court, in addition to Administrative Costs and Taxes and Tax-Related Costs, will be paid from the Settlement Amount.

**13. What Is the Class Representative receiving?**

Class Counsel also will ask the Court to approve a payment, not to exceed \$8,000, for the Class Representative who participated in the case. His activities included assisting in the factual investigation of the case by Class Counsel, producing documents, and giving overall support to the case. Any Class Representative Service Award awarded by the Court will be paid from the Settlement Amount.

## OBJECTING TO THE SETTLEMENT

### 14. What is the procedure for objecting to the Settlement?

Prior to the Final Approval Hearing, Settlement Class Members will have the opportunity to object to approval of the Settlement or the requested Attorneys' Fees and Expenses and Class Representative's Service Award. To object, you must send your objection to the Court, at U.S. District Court, Northern District of Illinois, 219 S. Dearborn St., Chicago, IL 60604, and to the Parties at the following addresses:

To Class Counsel:

**Paul M. Secunda**  
Walcheske & Luzi, LLC  
125 South Wacker Drive, Suite 300  
Chicago, Illinois 60606  
Telephone: (224) 698-2630  
Facsimile: (262) 565-6469  
psecunda@walcheskeluzi.com

To Defendants' Counsel:

**Patrick W. Spangler**  
Vedder Price P.C.  
222 North LaSalle Street  
Suite 2600  
Chicago, IL 60601  
(312) 609-7500  
pspangler@vedderprice.com

Objections must be filed with the Court Clerk on or before [date]. Objections filed after that date will not be considered. Any Settlement Class Member who fails to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number and signature; and (3) a statement of all comments or grounds for the objection. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

### 15. What if I do not want to be part of the lawsuit and want to exclude myself?

The Settlement does not allow any Settlement Class Members to exclude themselves from the Settlement or decide not to be a part of the Settlement. While some class action settlements allow class members to "opt out" of a settlement, because of the nature of the claims Plaintiff has asserted in this lawsuit, Settlement Class Members do not have any right to opt out.

## THE COURT'S FAIRNESS HEARING

### 16. What is a Final Approval Hearing?

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently reasonable to warrant such preliminary approval, and has approved delivery of this Notice to Settlement Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Final Approval Hearing on [date] to consider any objections. The Final Approval Hearing will take place at [time] at the United States District Court for the Northern District of Illinois, located at 219 S. Dearborn St., Chicago, IL 60604. The date and location of the Final Approval Hearing is subject to change by Order of the Court. If there is such a change, it will appear on the Court's docket for this case and also be noted on the Settlement Website at [SETTLEMENT WEBSITE URL].

### 17. Can I attend the Final Approval Hearing?

Yes, anyone can attend the Final Approval Hearing. Those persons or their attorneys intending to speak at the Final Approval Hearing must serve notice of their intention to appear on Class Counsel and Defendants' counsel (at the addresses set out above in Question 14) and also file it with the Court Clerk by no later than [date]. The notice must include: (1) the name, address, and telephone number of the Settlement Class Member, and (2) if applicable, the name, address, and telephone number of that Settlement Class Member's attorney. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Final Approval Hearing, except by Order of the Court. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's attorney.

### 18. Where can I get more information?

For more information, you can visit the Settlement Website at [SETTLEMENT WEBSITE URL], where you will find the full Settlement Agreement, the Court's order granting preliminary approval, this Notice, the Rollover Form, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact the Settlement Administrator at [redacted] or contact Class Counsel. Do not contact the Court or Defendants to get additional information.

**EXHIBIT C**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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MICHAEL MAZZA, individually, and as  
representative of a Class of Participants  
and Beneficiaries of the Pactiv Evergreen  
Services Inc. Employee Savings Plan,

Plaintiff,

Case No: 1:22-cv-5052

v.

PACTIV EVERGREEN SERVICES INC., et al.

Defendants

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**PLAN OF ALLOCATION**

1. The Parties reached an agreement to settle the lawsuit for a cash payment by Defendants<sup>1</sup> in the amount of SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$725,000). (the Settlement Amount). The Settlement Amount shall remain in an interest-bearing escrow account (the Escrow Account) in an FDIC- insured bank. This Plan of Allocation describes how the Distributable Settlement Amount shall be allocated among Settlement Class Members.

2. Upon Final Approval, the Settlement Administrator shall cause the Distributable Settlement Amount to be allocated and distributed to Settlement Class Members in accordance with this Plan of Allocation and as ordered by the Court.

3. To be eligible for a distribution from the Distributable Settlement Amount, a person must be a Settlement Class Member.

3.1. “Current Participants” are Settlement Class Members who have a positive balance in their Plan account as of March 31, 2024. The Settlement recovery for Current Participants will be deposited directly into their Plan accounts in accordance with their investment elections for

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<sup>1</sup> The capitalized terms in this Plan of Allocation have the same meaning as they appear in the Class Action Settlement Agreement and Release of Claims, or as the capitalized term is defined herein.

future contributions. If no investment elections for future contributions are on file, the payment will be invested in the Plan's qualified default investment alternative. For payments to Current Participants into their Plan accounts, taxes will not be withheld.

3.2. "Former Participants" are Settlement Class Members who no longer have a positive account balance in the Plan as of as of March 31, 2024. Former Participants will automatically receive payments under the Settlement in the form of a check with applicable 1099 taxes withheld; and do not need to submit any paperwork to receive a payment under the settlement. Alternatively, Former Participants may elect to transfer their Settlement payment by completing and submitting a Rollover Form as directed by the Plan Administrator.

4. **Calculation of Settlement Payments.** Payments to Settlement Class Members shall be calculated by the Settlement Administrator in accordance with the Plan of Allocation as follows:

4.1. The Settlement Administrator shall obtain from Class Counsel, Defendants, Defendants' Counsel, or the Plan's recordkeeper the information necessary to identify, for each Settlement Class Member, each quarter with a positive end-of-quarter balance during the Class Period. Defendants agree to provide the necessary approvals authorizing transmission of such information to the Settlement Administrator.

4.2. Payments to Settlement Class Members shall be calculated by the Settlement Administrator as follows:

4.2.1. Each quarter with a positive end-of-quarter balance during the Class Period ("Eligible Quarters") of each Settlement Class Member is identified;

4.2.2. The number of quarters identified in step 1 are summed together for each Settlement Class Member to determine the Settlement Class Member's Eligible Quarters;

4.2.3. For each Settlement Class Member, the Settlement Class Member's Eligible Quarters calculated in step 2 is divided by the sum of the Eligible Quarters for all Settlement Class Members for the Class Period;

4.2.4. Each Settlement Class Member will receive the fraction of the total Distributable Settlement Amount which is calculated in step 3; and

4.2.5. For purposes of these calculations, a zero should be included for any quarter during which the Settlement Class Member had no account balance, or did not participate in the Plan, at the quarter-end.

4.3. No Former Participant whose entitlement to payment pursuant to the Plan of Allocation would otherwise be less than TWENTY-FIVE DOLLARS AND NO CENTS (\$25) shall receive any payment from the Distributable Settlement Amount. Amounts less than TWENTY-FIVE DOLLARS AND NO CENTS (\$25) that were initially allocated to such Former Participants shall be allocated to the remaining Settlement Class Members using the same fraction used in Paragraph 4.2.4 and shall be added to their amounts calculated under Paragraph 4.2.4 to create their total Settlement payments. The sum of the total Settlement payments for the remaining Settlement Class Members must equal the dollar amount of the Distributable Settlement Amount.

4.4. The Settlement Administrator shall determine the total Settlement payment available to each Settlement Class Member by calculating each such individual's share of the Distributable Settlement Amount as set forth above.

4.5. The Settlement Administrator shall complete all payment calculations for all Settlement Class Members within thirty (30) calendar days after Final Approval or receipt of the quarterly information from the Class Counsel, Pactiv, or the Plan's recordkeeper, whichever occurs later.

4.6. The Settlement Administrator shall utilize the calculations required to be performed herein for: (a) making the required payments to Former Participants under the Settlement Agreement; and (b) instructing the Plan as to the amounts to be distributed to Current Participants under the Settlement Agreement and calculating the total amount to deposit into each Current Participant's account to fulfill this instruction.

4.7. The total amount of all checks to be written by the Settlement Administrator to Former Participants plus the total amount of all credits that the Plan is instructed to make to Current Participants may not exceed the Distributable Settlement Amount. Nothing in this Paragraph 4.7 is intended to modify the requirements of Paragraph 7 below. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Distributable Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Distributable Settlement Amount.

4.8. The Defendant Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including, but not limited to, the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.

5. Payments to Current Participants

5.1. Within three (3) days after the Settlement Administrator has completed all payment calculations for all Settlement Class Members, the Settlement Administrator will provide notice to Defendants and send to the Plan's recordkeeper an Excel spreadsheet in a form requested by Defendants or the Plan's recordkeeper containing the name and the amount of the Settlement payment to be made for each Settlement Class Member whom the Settlement Administrator's records show to be a Current Participant, along with other identifying information as requested by the Plan's recordkeeper.

5.2. Within sixty (60) days after the Settlement Administrator provides the Settlement Class Member information detailed in Paragraph 5.1 to the Plan's recordkeeper, the Plan's recordkeeper will provide the Settlement Administrator a list of which Settlement Class Members (if any) actually are Former Participants because they currently do not have an account with a positive balance. The recordkeeper will also include in the list any other Settlement Class Members to whom the Plan's recordkeeper is unable to credit their account, for whatever reason, with additional funds, and such Settlement Class Members shall be treated as Former Participants.

5.3. Thereafter, within thirty (30) days after receiving the information from the Plan's recordkeeper, as provided in Paragraph 5.2, the Settlement Administrator shall effect a transfer from the Disbursable Settlement Amount to the Plan's recordkeeper of the aggregate amount of all Settlement payments payable to Current Participant Settlement Class Members, as reflected in the spreadsheets provided by the Settlement Administrator, less the amount of all Settlement payments payable to Former Participants.

5.4. Pactiv (or its designee) shall direct the Plan's recordkeeper to credit the individual account of each Current Participant Settlement Class Member in an amount equal to that stated on the spreadsheets provided by the Settlement Administrator in relation to such Account Member.

6. Payments to Former Participants. For each Former Participant Settlement Class Member, the Settlement Administrator will issue a single check from the Disbursable Settlement Amount and mail it to the address then on file. The check shall be issued as follows:

6.1. For each check issued, the Settlement Administrator shall: (a) calculate and withhold any applicable taxes associated with the payments allocable to the Authorized Former Participant; (b) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (c) issue appropriate tax forms to the Former Participant Settlement Class Members.

6.2. If Settlement Class Members who receive a check do not timely cash the check, unclaimed amounts will revert to the Plan to defray administrative expenses and benefit class member Plan participants, along with the Plan as a whole.

7. This Plan of Allocation is based upon preliminary data regarding the Settlement Class Members who may be entitled to Settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Parties will modify promptly the terms of this Plan of Allocation and present such modified terms, first, to the Independent Fiduciary for its review and approval and, second, to the Court for its approval. Direct

mailed or electronic notice to Settlement Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted on the Settlement Website within five (5) business days of the date that the proposed modification is submitted to the Court for its approval. If the proposed modification is implemented, notice of such modification shall be posted on the Settlement Website within five (5) business days of the date that the Court approves the modification.

7.1. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation and for posting any necessary documents to the Settlement Website.

8. The Parties acknowledge that any payments to Settlement Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Plaintiff will provide no tax advice to the Settlement Class Members and make no representation regarding the tax consequences of any of the Settlement payments described in the Settlement Agreement. To the extent that any portion of any Settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Disbursable Settlement Amount shall not be treated as wages by the Settling Parties.

9. Each Settlement Class Member who receives a payment under the Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each such Settlement Class Member or beneficiary shall hold the Defendant Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Defendant Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator

harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

**EXHIBIT D**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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MICHAEL MAZZA, individually, and as  
representative of a Class of Participants  
and Beneficiaries of the Pactiv Evergreen  
Services Inc. Employee Savings Plan,

Plaintiff,

Case No: 1:22-cv-5052

v.

PACTIV EVERGREEN SERVICES INC., et al.

Defendants

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**PRELIMINARY APPROVAL ORDER**

This matter came to before the Court on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”). In connection with the Motion, the Court has considered and reviewed the following materials: (a) Plaintiff’s Motion for Preliminary Approval, and the papers filed in connection therewith; and (b) the Class Action Settlement Agreement dated February 28, 2024 and the exhibits attached thereto (the “Settlement Agreement”). In addition, the Court has considered the arguments of counsel and the pleadings and record in this case. This Court has considered all of the foregoing materials and information and finds that there is good cause for granting the Motion.

**NOW THEREFORE, IT IS HEREBY ORDERED:**

1. Capitalized terms used in this Order that are not otherwise identified herein have the meaning assigned to them in the Settlement Agreement.
2. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1). The terms set forth in the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the

Final Approval Hearing provided for below. The Court concludes that the Settlement Agreement is sufficiently within the range of reasonableness to warrant the preliminary approval of the Settlement Agreement, the scheduling of the Final Approval Hearing, and the mailing of the Notice to Settlement Class Members, each as provided for in this Order. The Court further finds, on a preliminary basis, that the proposed formula set forth in the Plan of Allocation for allocating the Distributable Settlement Fund among Settlement Class Members is fair and reasonable.

**Class Certification**

3. Pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, the Court hereby certifies for settlement purposes only the following Settlement Class (the “Class” or the “Settlement Class”):

All participants and beneficiaries of the Plan, from September 16, 2016 through March 31, 2024, excluding the Defendants or any Plan participant who is or was a fiduciary to the Plan during the Class Period.

4. The Court finds that each element required for certification of the Class pursuant to Rule 23(a) of the Federal Rules of Civil Procedure has been met: (a) the members of the Class are so numerous that their joinder in the Action is impracticable; (b) there are questions of law and fact common to the members of the Class that predominate over any questions affecting only individual members of the Class; (c) Plaintiff’s claims are typical of the claims of the Class; and (d) Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Class. Solely for settlement purposes, the Court further finds that the requirements of Rule 23(b)(1) have been met. Prosecution of separate actions by individual members of the Class would

create a risk of inconsistent or varying adjudications as to individual Settlement Class Member(s) that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Action, and adjudications with respect to individual Settlement Class Member(s) would, as a practical matter, be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

5. For settlement purposes, the Court hereby finds that, pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff is an adequate class representative and certifies him as Class Representative for the Class, and appoints the law firm of Walcheske & Luzi, LLC as Class Counsel. Plaintiff and Class Counsel have fairly and adequately represented the Class in terms of both litigating the claims of the Class and entering into and implementing the Settlement, and have satisfied all the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

**Class Notice**

6. The Court approves the Notice of Proposed Class Action Settlement (“Notice”) in the form attached as Exhibit B to the Settlement Agreement. The Parties may make non-substantive changes to the Notice, such as filling in the applicable dates and correcting any typographical errors or addressing similar issues.

7. Defendants shall cause the Plan’s recordkeepers during the class period to provide to the Settlement Administrator with the last known electronic mailing address or last known mailing address for each Settlement Class Member. The names, electronic mail addresses, and mailing addresses provided to the Settlement Administrator pursuant to this Order shall be used solely for the purpose of providing notice of this Settlement and for no other purpose.

8. Within thirty (30) days after entry of this Order, the Settlement Administrator shall cause copies of the Notice to be sent via electronic mail (if available) or first-class U.S. mail,

postage pre-paid to each Settlement Class Member through the notice procedure described in the Settlement Agreement.

9. The Court finds that the Notice to be provided as set forth in this Order is the best means of providing notice to the Settlement Class Members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Approval Hearing, and the requested Attorneys' Fees and Costs, Administrative Expenses, and the Class Representative Service Award, to all persons affected by or entitled to participate in the Settlement in full compliance with the requirements of due process and the Federal Rules of Civil Procedure.

10. All reasonable Administrative Costs for the Settlement Administrator, Independent Fiduciary, and Escrow Agent in connection with their duties under the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

**Fairness Hearing**

11. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024 [date no earlier than 120 days from date of preliminary approval] at \_\_\_\_\_ m. in Courtroom \_\_\_\_\_ of the Everett M. Dirksen U.S. Courthouse, 219 S. Dearborn St., Chicago, IL 60604, for the following purposes: (a) to determine whether the proposed Settlement is fair, reasonable, adequate and in the best interests of the Class and should be approved by the Court; (b) to determine whether a Final Approval Order substantially in the form attached as Exhibit A to the Settlement Agreement should be entered pursuant to the terms of the Settlement, dismissing with prejudice all claims asserted in the Action against Defendants with respect to Settlement Class Members; (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the separate motion for payment of Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service Award should be approved;

and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to Class Members as set forth in Paragraph 5 of this Order.

12. The Court may adjourn the Final Approval Hearing and approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

**Appearance and Objections at Final Approval Hearing**

13. The Court will consider written comments and objections to the Settlement Agreement, to the Plan of Allocation, to the proposed award of Attorneys' Fees and Costs, or to the request for a Class Representative Service Award for the Plaintiff only if such written comments or objections are filed with the Court Clerk not later than 21 days before the Final Approval Hearing and comply with the requirements of Paragraph 16 below, and are served on the Parties at the following addresses:

For Filing with the Court:

United States District Court  
Northern District of Illinois  
219 South Dearborn St.  
Chicago, Illinois 60604

To Class Counsel:

**Paul M. Secunda**  
Walcheske & Luzi, LLC  
125 South Wacker Drive, Suite 300  
Chicago, Illinois 60606  
Telephone: (224) 698-2630  
Facsimile: (262) 565-6469  
psecunda@walcheskeluzi.com

To Defendants' Counsel:

**Patrick W. Spangler**  
Vedder Price P.C.  
222 North LaSalle Street  
Suite 2600  
Chicago, IL 60601  
(312) 609-7500  
pspangler@vedderprice.com

14. The Court will only consider written comments and objections to the Settlement that are signed by the Settlement Class Member and are timely filed with the Court Clerk and served not later than 21 days before the Final Approval Hearing and include all of the following: (a) the name and case number of the Action; (b) the Settlement Class Member's full name, address, telephone number, and signature; and (c) a statement of all comments or grounds for the objection. Any Settlement Class Member or other person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement Agreement, and any untimely objection shall be barred absent an Order from the Court. The Parties may take discovery, including written discovery and depositions, from anyone who files an objection with respect to any of the issues raised in the objection.

15. Anyone who files and serves a timely, written comment or objection in accordance with this Order may also appear at the Final Approval Hearing either in person or through qualified counsel retained at their own expense. Those persons or their attorneys intending to appear at the Final Approval Hearing must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the Settlement Class Member (and, if applicable, the name, address, and telephone number of that Settlement Class Member's attorney) on Class Counsel and Defendants' Counsel (at the addresses set out above) and file it with the Court Clerk by not later than 21 days before the Final Approval Hearing. Anyone who does not

timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Final Approval Hearing, except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

### **Additional Issues**

16. The Court approves the retention of Analytics Consulting LLC as the Settlement Administrator.

17. The Court approves the selection of Analytics Consulting LLC as the Escrow Agent. The contents of the Settlement Fund held by Analytics Consulting LLC as Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed pursuant to the Settlement Agreement and/or further Order(s) of the Court.

18. In further aid of the Court's jurisdiction to review, consider, implement, and enforce the Settlement, the Court orders that Plaintiff and all Settlement Class Members are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action asserting the Released Claims.

### **Termination of Settlement**

19. If the Settlement is terminated or not approved, or if the Effective Date of the Settlement does not occur, this Order shall become null and void and be without prejudice to the

rights of the Plaintiff, the Settlement Class Members, and Defendants, and the settling Parties shall be deemed to have reverted to their respective positions in this Action as of January 29, 2024.

**Supporting Papers**

20. Plaintiff shall file his motion for final approval of the proposed Settlement no later than fourteen (14) calendar days prior to the Final Approval Hearing, and shall file his motion for Attorneys' Fees and Expenses, and Class Representative Service Award, no later than twenty-eight (28) calendar days prior to deadline for Settlement Class Members to submit written comments or objections.

**Use of Order**

21. This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation involving any of the Parties or the Plan. This Order (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against Defendants of, wrongdoing or liability in the Action or any other proceeding; (b) is not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Settlement Agreement; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiff or the Settlement Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; (e) shall not be construed or used as an admission, concession, declaration or waiver by any Party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement is terminated. This Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Defendants specifically deny any fault, breach, liability or wrongdoing.

**Jurisdiction**

22. The Court hereby retains jurisdiction for purposes of implementing the Settlement Agreement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement Agreement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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The Honorable Sara L. Ellis  
United States District Judge

# **EXHIBIT E**

**Pactiv Evergreen Services Inc. Employee Savings Plan Settlement Administrator**  
**P.O. Box [number]**  
**[City, State, ZIP]**  
**[SETTLEMENT WEBSITE URL]**

**FORMER PARTICIPANT ROLLOVER FORM**

This Former Participant Rollover Form is **ONLY** for Settlement Class Members who are **Former Participants** of the **Pactiv Evergreen Services Inc. Employee Savings Plan**, or the beneficiaries or alternate payees of Former Participants (all of whom will be treated as Former Participants). A Former Participant is a Settlement Class Member who does not or will not have a Plan account with a positive balance as of March 31, 2024.

Former Participants that would like to elect to receive their Settlement payment through a rollover to a qualified retirement account must complete, sign, and mail this form with a postmark on or before **[RETURN DATE]**. Please review the instructions below carefully. **Former Participants who do not complete and timely return this form will receive their settlement payment by a check made directly to them.** If you have questions regarding this form, you may contact the Settlement Administrator as indicated below:

**[SETTLEMENT WEBSITE URL]** OR CALL **[REDACTED]**

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**PART 1: INSTRUCTIONS FOR COMPLETING FORMER PARTICIPANT ROLLOVER FORM**

1. If you would like to receive your Settlement payment through a rollover to a qualified retirement account, complete this rollover form. You should also keep a copy of all pages of your Former Participant Rollover Form, including the first page with the address label, for your records.
2. **Mail your completed Former Participant Rollover Form postmarked on or before **[RETURN DATE]** to the Settlement Administrator at the following address:**

**Pactiv Evergreen Services Inc. Employee Savings Plan Settlement Administrator**  
**P.O. Box [number] [City, State, ZIP]**

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

3. Other Reminders:
  - You must provide date of birth, signature, and a completed Substitute IRS Form W-9, which is included as part 5 to this form.
  - If you desire to do a rollover and you fail to complete all of the rollover information in Part 4, below, payment will be made to you by check.
  - If you change your address after sending in your Former Participant Rollover Form, please provide your new address to the Settlement Administrator.
  - **Timing of Payments to Eligible Class Members.** The timing of the distribution of the Settlement payments are conditioned on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval





