

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

CHERYL KEHRER, individually, on Behalf of the
Giant Eagle, Inc. Employee Savings Plan, and on
behalf of all others Similarly situated,

Plaintiff,

v.

GIANT EAGLE, INC., INVESTMENT and
ADMINISTRATIVE COMMITTEE of the Giant
Eagle, Inc. Employee Savings Plan, JOHN DOES
1-30 in their capacities as members of the Investment
or Administrative Committees,

Defendants.

Civil Action No. 2:24-cv-01211

NOTICE OF CLASS ACTION SETTLEMENT

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the Giant Eagle, Inc. Employee Savings Plan, and each of its predecessor plans or successor plans, individually and collectively (the “Plan”), indicate that you were a participant in the Plan during the period August 23, 2018 through July 23, 2025 (the “Class Period”). As such, your rights may be affected by a proposed settlement of this class action lawsuit (the “Settlement”). **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 Agreement if you disagree with its terms, and what deadlines apply.**

This Notice contains summary information with respect to the Settlement. The complete terms and conditions of the Settlement are set forth in a Settlement Agreement (“Settlement Agreement”). Capitalized terms used in this Notice, but not defined in this Notice, have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, is available at an Internet site dedicated to the Settlement, www.GiantEagleERISAsettlement.com.

The Court in charge of this case is the United States District Court for the Western District of Pennsylvania. The person who sued on behalf of herself and the Plan is called the “Named Plaintiff” and the people she sued are called “Defendants.” The Named Plaintiff is Cheryl Kehler. The Defendants are, among others, Giant Eagle, Inc., the Investment Committee of the Giant Eagle, Inc. Employee Savings Plan, and the Administrative Committee of the Giant Eagle Employee Savings Plan. The Action is known as *Kehler v. Giant Eagle, Inc., et al.*, No. 1:24-cv-01211.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you have a positive account balance in the Plan and are a Settlement Class member, any share of the Net Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant (<i>i.e.</i> , no longer a participant in the Plan) and are a Settlement Class member, such funds shall be paid directly to you by the Settlement Administrator.
YOU MAY OBJECT TO THE SETTLEMENT BY OCTOBER 21, 2025.	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and the attorneys for the Parties about why you object to the Settlement.
YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON NOVEMBER 20, 2025.	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing about the Settlement and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection by the Court-approved deadline in advance of the Fairness Hearing AND you file a Notice of Intention To Appear, as described in the answer to Question 16 in this Notice.

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

Further information regarding this litigation and this Notice may be obtained by contacting the Settlement Administrator at following toll-free phone number: **(844) 473-9320**. You may also send an email to GiantEagleERISA@noticeadministrator.com. In the subject line please write “Giant Eagle Settlement.” You should contact the Settlement Administrator with any questions regarding this Settlement, not the Court, Giant Eagle or counsel for the Defendants.

WHAT THIS NOTICE CONTAINS

SUMMARY OF SETTLEMENT	3
BASIC INFORMATION	4
1. WHY DID I GET THIS NOTICE PACKAGE?	4
2. WHAT IS THE ACTION ABOUT?	4
3. WHY IS THIS CASE A CLASS ACTION?	5
4. WHY IS THERE A SETTLEMENT?.....	5
5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?.....	5
THE SETTLEMENT BENEFITS—WHAT YOU GET	5
6. WHAT DOES THE SETTLEMENT PROVIDE?	5
7. HOW MUCH WILL MY PAYMENT BE?	6
8. HOW MAY I RECEIVE A PAYMENT?	7
9. WHEN WOULD I GET MY PAYMENT?	7
10. CAN I GET OUT OF THE SETTLEMENT?	7
THE LAWYERS REPRESENTING YOU	7
11. DO I HAVE A LAWYER IN THE CASE?.....	7
12. HOW WILL THE LAWYERS BE PAID?.....	8
13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?	8
THE FAIRNESS HEARING	8
14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?.....	8
15. DO I HAVE TO COME TO THE HEARING?	9
16. MAY I SPEAK AT THE HEARING?.....	9
IF YOU DO NOTHING	9
17. WHAT HAPPENS IF I DO NOTHING AT ALL?	9
GETTING MORE INFORMATION	9
18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?	9

SUMMARY OF SETTLEMENT

This litigation (the “Action”) is a class action in which Named Plaintiff Cheryl Kehrer allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plan under ERISA by, among other things, failing to attempt to reduce the Plan’s recordkeeping expenses to ensure they were reasonable. A copy of the Complaint as well as other documents filed in the Action are available at www.GiantEagleERISAsettlement.com. Defendants have denied and continue to deny all of the claims and allegations in the Action and deny any liability or wrongful conduct of any kind, and the Court has not found that Defendants did anything wrong with respect to administering the Plan. Defendants believe they have administered the Plan properly, prudently, and in the best interests of Plan participants at all times.

A Settlement Fund consisting of \$668,750.00 (six hundred sixty-eight thousand seven hundred fifty dollars) in cash (the “Gross Settlement Amount”) is being established in the Action. The Gross Settlement Amount will be deposited into an

QUESTIONS? VISIT www.GiantEagleERISAsettlement.com OR CALL TOLL-FREE (844) 473-9320
DO NOT CONTACT THE COURT OR GIANT EAGLE WITH YOUR QUESTIONS.

escrow account, and the Gross Settlement Amount, together with any interest earned, will constitute the Settlement Fund. Payment of any taxes, approved attorneys' fees and litigation expenses; payment of Case Contribution Award to the Named Plaintiff; and the costs of administering the Settlement will be paid out of the Settlement Fund. After the payment of such fees, expenses, and awards, the amount that remains will constitute the Net Settlement Amount. The Net Settlement Amount will be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Defendants strongly dispute each of the claims asserted in the Action and deny that they ever engaged in any wrongdoing, violation of law or breach of duty. Further, Named Plaintiff would face an uncertain outcome if the Action were to continue.

STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys' fees not in excess of thirty-three and one third percent (33 1/3%) of the Settlement Amount (a maximum amount of \$222,916.67), plus reimbursement of expenses not to exceed \$15,000.00. Any amount approved by the Court will be paid from the Settlement Fund.

WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiff will share in the allocation of the Net Settlement Amount on the same basis as all other members of the Settlement Class. In addition, the Named Plaintiff will ask the Court to award up to \$5,000 to her as Case Contribution Awards for her participation in the Action and representation of the Settlement Class. Any such awards will be paid solely from the Settlement Fund.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been a participant in or a beneficiary of the Plan during **the period from August 23, 2018 to July 23, 2025**.

The Court directed that this Notice be sent to you because, if you fall within the definition of the Settlement Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be distributed to the Settlement Class members according to a Court-approved Plan of Allocation described below. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. WHAT IS THE ACTION ABOUT?

THE CLAIMS IN THE ACTION

Plaintiff claims that Defendants breached the fiduciary duties they owed to the participants in and beneficiaries of the Plan under ERISA by failing to have adequate procedures in place to ensure the Plan's recordkeeping expenses were reasonable, and as to Giant Eagle, Inc., by failing to adequately monitor the other fiduciaries to ensure they were adequately performing their fiduciary obligations.

THE DEFENSES IN THE ACTION

Defendants deny all of the claims and allegations made in the Action and deny that they ever engaged in any wrongful conduct. If the Action were to continue, the Defendants would continue to assert numerous defenses to liability, including:

- Defendants did not engage in any of the allegedly improper conduct charged in the Complaint;
- Defendants reasonably and prudently managed the Plan's service provider fees, including all recordkeeping fees, and fulfilled all of their fiduciary obligations;

- As part of its reasonable and prudent process to manage the Plan, Defendants diligently monitored, and repeatedly renegotiated, the Plan's recordkeeping fees;
- Even if a court were to determine that Defendants failed to discharge any duty under ERISA, any such breach of fiduciary duty did not cause the Plan or its participants to suffer any loss.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called "class representatives" or "named plaintiffs," sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "class" and are referred to individually as "class members." One case resolves the issues for all class members together. Because the conduct alleged in this Action is claimed to have affected a large group of people – participants and beneficiaries in the Plan during the Class Period – in a similar way, the Named Plaintiff filed this case as a class action.

4. WHY IS THERE A SETTLEMENT?

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

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

You are a member of the Settlement Class if you fall within the definition of the Settlement Class preliminarily approved by the Court:

All persons, who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plan at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan at any time during the Class Period. Excluded from the Settlement Class are Defendants.

The "class period" referred to in this definition is from August 23, 2018 to July 23, 2025. If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

THE SETTLEMENT BENEFITS—WHAT YOU MAY GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

Provided that the Settlement becomes Final, a Settlement Fund consisting of \$668,750.00 will be established in the Action. The amount of money that will be allocated among members of the Settlement Class, after the payment of any taxes and Court-approved costs, fees, and expenses, including attorneys' fees and expenses of Class Counsel, any Court-approved Case Contribution Award to be paid to the Named Plaintiff, and payment of expenses incurred in calculating the Settlement payments and administering the Settlement, is called the Net Settlement Amount. The Net Settlement Amount will not be known until these other amounts are quantified and deducted. The Net Settlement Amount will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court. The Plan of Allocation describes how the Net Settlement Amount will be distributed to Settlement Class members who receive a payment. If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the Released Parties from Released Claims.

The Released Parties are (a) Defendants and any of Defendants' employees, benefit plan fiduciaries, administrators, service providers, investment advisors and their respective affiliates or employees; (b) Defendants' insurers, co-insurers, and reinsurers; (c) Defendants' direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, Successors-In-Interest, assigns, boards of trustees, boards of directors, officers, trustees, directors,

partners, agents, managers, members, or employees (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants' past, present, and future affiliates), and each Person that controls, is controlled by, or is under common control with them; (d) for (a) through (c), their past, present and future agents, officers, employees, trustees, board of directors or trustees, members of the board of directors or trustees, independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plans, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, employee benefit plan committees and subcommittees and service providers (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them; and (e) the Plan and the Plan's current and past fiduciaries, committees, subcommittees, administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, insurers, and parties-in-interest.

Released Claims are defined in the Settlement Agreement and include all claims that were or could have been asserted in the Action. This means, for example, that Settlement Class members will not have the right to sue the Released Parties for failure to prudently select and monitor the Plan's fees or investment options, or related matters, that occurred during the Class Period.

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

7. HOW MUCH WILL MY PAYMENT BE?

Each Settlement Class member's share will be calculated according to a Court-approved Plan of Allocation by a third-party vendor ("Settlement Administrator") selected by Class Counsel. You are not required to calculate the amount you may be entitled to receive under the Settlement as the Settlement Administrator will do so under the Plan of Allocation. In general, your proportionate share of the Settlement will be calculated as follows:

- First, the Settlement Administrator will obtain Plan account balances for each Settlement Class Member as of (i) August 23, 2018, or September 30, 2018, whichever balance is more practical to obtain, and (ii) the end of each quarter of the Class Period up to and including March 31, 2025. For any Class Member who had a balance in their account at or after the beginning of the Class Period, but liquidated their account before March 31, 2025, quarterly balances between and including the earliest quarterly balance of their account during the Class Period and the balance as of the end of the last quarter when they participated in the Plan will be the balances used for purposes of calculating an award under the Plan of Allocation. Each Class Member's account balance for each quarter of the Class Period, based on the account balances as of these dates, will be summed. The summed amount will be that Class Member's "Balance."
- Second, the Balances of all Class Members will be summed.
- Third, each Class Member's share of the Net Settlement Amount in proportion to that Class Member's Balance as compared to the sum of the Balances of all Class Members will be determined by (i) dividing the Class Member's Balance by the sum of all Class Members' Balances and (ii) multiplying the result by the Net Settlement Amount. The resulting amounts shall be known as the "Preliminary Entitlement Amounts."
- Each Class Member whose Preliminary Entitlement Amount is less than \$10 will receive a distribution of \$10 (the "De Minimis Amount") from the Net Settlement Amount. For the remaining Class Members, the remaining amount of the Net Settlement Amount shall be allocated using the same approach described above. The resulting calculations will be the "Final Entitlement Amounts" for each Class Member. The sum of the Final Entitlement Amounts for each Class Member will equal the Net Settlement Amount.

You will not be required to produce records that show your Plan activity. If you are entitled to a share of the Settlement Fund, your share of the Settlement will be determined based on the Plan's records for your account. If you have questions regarding the allocation of the Net Settlement Amount, please contact the Settlement Administrator listed on Page 2 above.

8. HOW MAY I RECEIVE A PAYMENT?

You do not need to file a claim. The Entitlement Amount for Settlement Class members with an account balance greater than zero will be paid into the Plan. Former Participants will be paid directly by the Settlement Administrator by check.

All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue. If you are a former Plan participant and have not provided the Plan with your current address, please contact the Settlement Administrator at the toll-free number listed on this Notice.

Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person.

9. WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court, approval of the Settlement by an independent fiduciary to the Plan, transfer of the Net Settlement Amount to the Plan, and calculation of the amount of the Settlement owed to each Settlement Class member. If objections are made to the Settlement or appeals are taken by objectors who oppose the approval of the Settlement, this process may take a long time to complete, possibly several years.

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

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve or materially modifies the Settlement Agreement, or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed again as if the Settlement Agreement had not been entered into. The Settlement is not conditioned upon the Court's approval of attorneys' fees or the reimbursement of expenses/costs sought by Class Counsel, the Case Contribution Awards sought by the Named Plaintiff, or any appeals solely related thereto.

10. CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Settlement Agreement provides for certification of the Settlement Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has preliminarily determined that the requirements of that rule have been satisfied. Thus, it is not possible for any Settlement Class members to exclude themselves from the Settlement. As a Settlement Class member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

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

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Court has preliminarily appointed the law firms of Muhic Law LLC and Wade Kilpela Slade LLP as Class Counsel in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for the award of attorneys' fees of not more than one third (33 1/3%) of the Settlement Amount, plus reimbursement of expenses of no more than \$15,000.00 incurred in connection with the prosecution of the Action. This motion will be considered at the Fairness Hearing described below.

OBJECTING TO THE ATTORNEYS' FEES

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

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement in *Kehrer v. Giant Eagle, Inc. et al.*, Civil Action No. 2:24-cv-01211. Be sure to include your name, address, telephone number, signature, and a full explanation of all the reasons why you object to the Settlement. **You must file your objection with the Clerk of the Court of United States District Court for the Western District of Pennsylvania so that it is received no later than October 21, 2025.** The address is:

United States District Court for the Western District of Pennsylvania
700 Grant Street
Pittsburgh, PA 15219

The objection must refer prominently to this case name: *Kehrer v. Giant Eagle, Inc. et al.*, Civil Action No. 2:24-cv-01211. A copy of your objection must also be provided to Class Counsel and Defense Counsel at the following addresses:

<u>Class Counsel</u>		<u>Defense Counsel</u>
Edwin J. Kilpela, Jr. Wade Kilpela Slade LLP 6425 Living Place, Suite 200 Pittsburgh, PA 15206	Peter A. Muhic Muhic Law LLC 923 Haddonfield Rd, Suite 300 Cherry Hill, NJ 08002	Jeremy P. Blumenfeld Morgan, Lewis & Bockius LLP 2222 Market Street Philadelphia, PA 19103

THE FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may participate in the Fairness Hearing and you may ask to speak if you have timely asserted an objection, but you do not have to participate in the Fairness Hearing to have your objection considered. **It is your obligation to ensure that your written objection is received by the Court by no later than October 21, 2025.**

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

The Fairness Hearing currently is scheduled for 1:30 p.m., on November 20, 2025, at the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, PA 15219, in such courtroom as the Court may designate. **The Court may adjourn the Fairness Hearing without further notice to the Settlement Class and also may schedule the hearing to be done by telephone or video conference. If you wish to attend, you should confirm the date and time of the Fairness Hearing with the Settlement Administrator before doing so.** At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys' fees and reimbursement of expenses and for Case Contribution Award for the Named Plaintiff. The Parties do not know how long these decisions will take or whether appeals will be filed.

15. DO I HAVE TO COME TO THE HEARING?

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

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection in advance of the Fairness Hearing AND you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must file with the Court a letter or other paper called a “Notice of Intention To Appear at Fairness Hearing in *Kehrer v. Giant Eagle, Inc. et al.*, Civil Action No. 2:24-cv-01211.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention To Appear must be received by the attorneys listed in the answer to Question 13 above, no later November 5, 2025, and must be filed with the Clerk of the Court at the address listed in the answer to Question 13.

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by visiting the Settlement website, www.GiantEagleERISAsettlement.com, or by calling the toll-free number, (844) 473-9320. You are encouraged to read the complete Settlement Agreement.

DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, GIANT EAGLE, OR COUNSEL FOR GIANT EAGLE REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS. INSTEAD CONTACT THE SETTLEMENT ADMINISTRATOR TOLL-FREE AT (844) 473-9320, OR VISIT THE WEBSITE AT WWW.GIANTEAGLEERISASETTLEMENT.COM.