UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

GAIL COLLINS, DEAN DEVITO, MICHAEL LAMOUREUX, AND SCOTT LOBDELL INDIVIDUALLY, ON BEHALF OF THE NORTHEAST GROCERY, INC. 401(K) SAVINGS PLAN AND ON BEHALF OF ALL SIMILARLY SITUATED PARTICIPANTS AND BENEFICIARIES OF THE PLAN,

PLAINTIFFS,

V.

NORTHEAST GROCERY, INC.; THE ADMINISTRATIVE COMMITTEE OF THE NORTHEAST GROCERY, INC. 401(K) SAVINGS PLAN; JOHN AND JANE DOES 1-30 IN THEIR CAPACITIES AS MEMBERS OF THE ADMINISTRATIVE COMMITTEE,

DEFENDANTS.

CASE NUMBER:
5:24-CV-00080 (AJB/MJK)

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 Northeast Grocery 401(k) Plan, the Tops Markets, LLC 401(k) Retirement Savings Plan, the Price Chopper Associate 401(k) Plan, and the Tops Markets, LLC 401(k) Savings Plan for Union Associates, individually and collectively (the "Plans"), indicate that you were a participant in the Plans during the period January 1, 2018 through August 5, 2026 (the "Class Period").[1] 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, NortheastGrocery401kSettlement.com.

The Court in charge of this case is the United States District Court for the Northern District of New York. The people who sued on behalf of themselves and the Plans are called the "Named Plaintiffs" and the people they sued are called "Defendants." The Named Plaintiffs are Gail Collins, Dean DeVito, Michael Lamoureux, and Scott Lobdell. The Defendants are, among others, Northeast Grocery, Inc. and the Northeast Grocery Administrative Committee. The Action is known as *Collins, et al. v. Northeast Grocery, Inc.*, et al., No. 5:24-cv-00080.

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1 The Northeast Grocery 401(k) Plan was the result of the merger of the Price Chopper Associate 401(k) Plan into the Tops Markets, LLC 401(k) Retirement Savings Plan, effective January 1, 2023.

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.	Settlement payments shall be paid directly to you by check sent to you by the Settlement Administrator. Not all Settlement Class members will receive a payment, and it may take several months for the payments to be made.
YOU MAY OBJECT TO THE SETTLEMENT BY NOVEMBER 17, 2026.	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 DECEMBER 1, 2026.	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 Settlement 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 the following toll-free phone number: 888-429-2413. You may also send an email to NortheastGrocery401kSettlement@noticeadministrator.com. In the subject line please write "Northeast Grocery Settlement." You should contact the Settlement Administrator with any questions regarding this Settlement, not the Court, Northeast Grocery, or counsel for the Defendants.

WHAT THIS NOTICE CONTAINS

SUMMARY OF SETTLEMENT

This litigation (the "Action") is a class action in which Named Plaintiffs Gail Collins, Dean DeVito, Michael Lamoureux, and Scott Lobdell alleged certain claims against the Defendants for breach of fiduciary duties owed to the participants in and beneficiaries of the Plans under the Employment Retirement Income Security Act of 1974, as amended ("ERISA"). A copy of the Complaint as well as other documents filed in the Action are available at NortheastGrocery401kSettlement.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. The Court has not found that Defendants did anything wrong with respect to administrating the Plans. Defendants believe they have administered the Plans properly, prudently, and in the best interests of the Plans' participants at all times.

A Qualified Settlement Fund consisting of $225,000.00 (two-hundred-twenty-five thousand dollars) in cash (the "Gross Settlement Amount") is being established in the Action. The Gross Settlement Amount will be deposited into an escrow account, and the Gross Settlement Amount, together with any interest earned, will constitute the Qualified Settlement Fund. Payment of any taxes; approved attorneys' fees and litigation expenses; payment of approved Service Awards to the Named Plaintiffs; and the costs of administering the Settlement will be paid out of the Qualified 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 Plaintiffs 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 Gross Settlement Amount (a maximum amount of $75,000.00), plus reimbursement of expenses not to exceed $10,000.00. Any amount approved by the Court will be paid from the Qualified Settlement Fund.

WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiffs 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 Plaintiffs will ask the Court to award up to $2,500.00 each, for a total of $10,000.00 for all Named Plaintiffs, as Service Awards for their participation in the Action and representation of the Settlement Class. Any such awards will be paid solely from the Qualified 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 Plans during **the period from January 1, 2018 to August 5, 2026.**

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

Plaintiffs originally claimed that Defendants followed a deficient process by which they: failed to investigate the availability of alternative share classes; failed to investigate the availability of alternative funds; failed to monitor performance of portfolio managers; failed to monitor and control the investment advisor's performance and related trust costs; failed to monitor recordkeeping fees; breached their duty of loyalty; and committed prohibited transactions. The Court dismissed all claims against Defendants, and the United States Court of Appeals for the Second Circuit remanded the Action to the district court for consideration of two claims related to prohibited transactions solely because of a change in the law while this Action was pending.

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 against the two remanded claims related to prohibited transactions, including:

- Defendants did not engage in any prohibited transactions or any of the other allegedly improper conduct charged in the Complaint;
- Certain of Plaintiffs' remaining claims are outside the statute of limitations;
- Plaintiffs lacks standing to pursue their remaining claims;
- Defendants reasonably and prudently managed the Plans' service provider fees, and any fees paid were reasonable for necessary services provided to the Plans.

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 Plans during the Class Period – in a similar way, the Named Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plans at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plans at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plans at any time during the Class Period.

The "class period" referred to in this definition is from January 1, 2018 to August 5, 2026. 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 Qualified Settlement Fund consisting of $225,000.00 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 Service Awards to be paid to the Named Plaintiffs, 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, 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 Plans and the Plans' 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 Plans' 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, NortheastGrocery401kSettlement.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 January 1, 2018, and as of December 31 of each subsequent year of the Class Period up to and including the most recent full calendar year, and also for the partial year period through August 5, 2026. For any Settlement Class member who had a balance in their account at or after the beginning of the Class Period, but liquidated their account before the date of the Preliminary Approval Order, annual balances between and including the earliest balance of their account during the Class Period and end of the last year when they participated in the Plans will be the balances used for purposes of calculating an award under the Plan of Allocation. Each Settlement Class member's account balance for each year of the Class Period, based on the account balances as of the dates outlined above, will be summed. This amount shall be that Settlement Class member's "Balance."
- Second, the Balances of all Settlement Class members will be summed.
- Third, each Settlement Class member's share of the Net Settlement Amount will be allocated in proportion to the sum of that Settlement Class member's Balance as compared to the sum of the Balance for all Settlement Class members. The amounts resulting from this initial calculation represent each Settlement Class member's pro rata allocated share of the Net Settlement Amount and shall be known as the "Preliminary Entitlement Amounts."

- Each Settlement Class member whose Preliminary Entitlement Amount is less than $25.00 will not receive a payment. Settlement Class members' awards for less than $25.00 will be reallocated on a pro rata basis until the lowest participating Settlement Class member award is $25.00. Following this reallocation, the amount to be distributed to each Settlement Class member will be known as the Settlement Class member's "Final Entitlement Amount." The sum of the Final Entitlement Amounts for each Settlement Class member will equal the Net Settlement Amount.

You will not be required to produce records that show your plan account's activity. If you are entitled to a share of the Net Settlement Amount, your share of the Settlement will be determined based on the Plans' 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. Class Members receiving a payment 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 Settlement Class members 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 your Plan(s) 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 Northeast Grocery 401(k) Plan and the Tops Markets, LLC 401(k) Savings Plan for Union Associates, transfer of the Net Settlement Amount to the Qualified Settlement Fund, 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 Service Awards sought by the Named Plaintiffs, 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 Sharman Law Firm LLC 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 $10,000.00 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 *Collins, et al. v. Northeast Grocery, Inc. et al.,* Civil Action No. 5:24-cv-00080. 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 Northern District of New York so that it is received no later than November 17, 2026**. The address is:

Clerk of the Court
U.S. District Court
Northern District of New York
P.O. Box 7367
Syracuse, NY 13261

The objection must refer prominently to this case name: *Collins, et al. v. Northeast Grocery, Inc. et al.*, Civil Action No. 5:24-cv-00080. A copy of your objection must also be provided to Class Counsel and Defense Counsel at the following addresses:

Class Counsel	Defense Counsel
Paul J. Sharman, Esq. The Sharman Law Firm LLC 11175 Cicero Drive, Ste. 100 Alpharetta, GA 30022	Erika N.D. Stanat, Esq. Harter Secrest & Emery LLP 1600 Bausch & Lomb Place Rochester, NY 14604

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 November 17, 2026**.

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

The Fairness Hearing currently is scheduled for 1:00 PM on December 1, 2026, at the United States District Court for the Northern District of New York, Alexander Pirnie Federal Building & U.S. Courthouse, 10 Broad St., Utica, NY 13501, 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 the Service Awards for the Named Plaintiffs. 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 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 *Collins, et al. v. Northeast Grocery, Inc. et al.,* Civil Action No. 5:24-cv-00080." 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 than **November 17, 2026**, 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, NortheastGrocery401kSettlement.com, or by calling the toll-free number, 888-429-2413. You are encouraged to read the complete Settlement Agreement.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, NORTHEAST GROCERY, OR COUNSEL FOR NORTHEAST GROCERY REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS. INSTEAD CONTACT THE SETTLEMENT ADMINISTRATOR TOLL-FREE AT 888-429-2413, OR VISIT THE WEBSITE AT NORTHEASTGROCERY401KSETTLEMENT.COM.