

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

If you are or were a participant in the Wesco Distribution, Inc. Retirement Savings Plan at any time from March 26, 2015 through January 29, 2025 you are a part of a class action settlement.¹

**IMPORTANT: PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF
YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS CONCERNING THE SETTLEMENT**

***A Federal Court has authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against Wesco Distribution, Inc, the Administrative and Investment Committee for the Wesco Distribution Inc. Retirement Savings Plan, and its successor committees (collectively, “Defendants”), *Mator, et. al., v. Wesco Distribution, Inc.*, Case No. 2:21-cv-00403-MJH (the “Action”). The Action involves whether Defendants complied with their fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”) in managing the Wesco Distribution, Inc. Retirement Savings Plan (“Plan”) and ensuring its fees and expenses remain reasonable. Defendants deny any wrongdoing, but agreed to settle this case in part to avoid the substantial costs of litigation.
- You are included as a Class Member if you were a Plan participant, a Beneficiary of a deceased Person who participated in the Plan, or an Alternate Payee of a Person subject to a QDRO who participated in the Plan, at any time from March 26, 2015 through to the present (the “Class Period”).
- Defendants have agreed to pay a total of \$2,250,000 (the “Gross Settlement Amount”) into a settlement fund, and further agreed to certain prospective non-monetary terms intended to benefit the Plan and its participants. The settlement provides that Class Members are eligible to receive a pro rata share of the Net Settlement Amount, which is the amount remaining after payment of notice and administrative expenses, taxes and tax expenses, and attorneys’ fees and costs that the Court awards to Class Counsel and to Plaintiffs for representing the class. The amount of each Class Member’s payment is based on his, her or their average Plan account balance during the Class Period and the duration of participation in the Plan during the Settlement Class Period. Payments to current Plan participant will be deposited into their respective Plan accounts. Payments to former Plan participants will be made directly to former Plan participants by check.
- The terms and conditions of the Settlement are set forth in a Class Action Settlement Agreement (“Settlement Agreement”). The Settlement Agreement and other information

¹ All capitalized terms used in this Notice, not otherwise defined herein, shall have the meanings provided in the Amended Settlement Agreement dated January 21, 2025 (the “Settlement Agreement”), which can be found at the Settlement Website www.WescoERISASettlement.com.

about the Action and Settlement are available at www.WescoERISASettlement.com or by contacting Class Counsel, as described below.

- **Please read this Notice carefully. Your legal rights are affected whether you act or not.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO YOU NEED TO FILE A CLAIM?	No. If the Settlement is approved by the Court and you are a Settlement Class member entitled to a payment under the Plan of Allocation, you do not need to do anything to participate in the Settlement. All Class Members will be bound by the Settlement Agreement and will give up their rights to sue Defendants about the allegations and topics at issue in this case.
YOU CAN OBJECT BY MAY 19th, 2025	If you wish to object to any part of this Settlement, Class Counsel’s request for attorneys’ fees and costs, or the proposed compensation to Plaintiffs, you may (as discussed below) write to the Court and Counsel to explain why you object.
YOU CAN ATTEND A HEARING	If you submit a written objection to the Settlement before the deadline above, you may ask to speak at a hearing in Court about the fairness of the Settlement or related matters. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court at the hearing unless you notify the Court and counsel by June 3 rd , 2025, of your intention to appear at the hearing.
IF YOU DO NOTHING...	<p>If you are a Current Participant, whose Entitlement Amount is \$10 or more, you will get a share of the Net Settlement Amount to which you are entitled as a credit to your Plan account, and will give up your rights to sue Defendants about the allegations and topics of this case.</p> <p>If you are a Former Participant, whose Entitlement Amount is \$10 or more, you will receive such payment via check, and will give up your rights to sue Defendants about the allegations and topics of this case.</p>

BASIC INFORMATION

1. What is this notice and why should I read it?

A court authorized this notice to let you know about a proposed settlement of a class action lawsuit called *Mator, et. al., v. Wesco Distribution, Inc.*, Case No. 2:21-cv-00403-MJH, brought on behalf of the Class Members, and pending in the United States District Court for the Western District of Pennsylvania. This notice describes the Settlement. Please read this notice carefully. Your rights and options—**and the deadlines to exercise them**—are explained in this notice. Please understand that if you are a Class Member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a large group of people who allegedly have similar claims. After the parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and determined that the case should be treated as a class action for settlement purposes. Among other things, this preliminary approval permits Class Members to voice their support for, or opposition to, the Settlement before the Court makes a final determination of whether to approve the Settlement. Because this is a class action for settlement purposes, the Court will resolve these issues for all class members.

Plaintiffs in this Action, Robert and Nancy Mator, were participants in the Plan during the Class Period and are referred to as the “Plaintiffs.” The Court has appointed them as named representatives of the Settlement Class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this Action about?

Plaintiffs filed a complaint alleging that Defendants breached their fiduciary duties under ERISA—that is, certain responsibilities under federal law—by causing the Plan to incur unreasonable and “excessive” fees for administrative and investment services. Specifically, Plaintiffs alleged that Defendants caused the Plan and its participants to pay excessive fees for recordkeeping services and offered higher-cost “retail” investment options when lower-cost “institutional” options were available. A more complete description of what Plaintiffs alleged is in the operative Complaint, available on the Settlement Website at www.WescoERISASettlement.com.

4. Why is there a Settlement?

The Court has not decided in favor of either side in the Action. Instead, both sides agreed to a settlement. That way, both sides avoided the cost and risk of a trial, and the affected Current and Former Participants will get substantial benefits that they would not have received if Plaintiffs had litigated the case and lost. The Plaintiffs and their attorneys believe the Settlement is in the best interest for the Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Court has decided that anyone who fits the following description is part of the Settlement Class:

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 and their Beneficiaries.

If you meet the definition above, then you are a Class Member and are included in the Settlement.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants have agreed to pay a total amount of \$2,250,000 into an account at a financial institution identified by Class Counsel, which shall constitute the Gross Settlement Amount to be paid into the Qualified Settlement Fund. This Gross Settlement Amount includes amounts for expenses associated with administering the Settlement, taxes, tax expenses, fees incurred for an Independent Fiduciary's review of the Settlement on behalf of the Plan, as well as Court-approved Attorneys' Fees and Costs and compensation to the Plaintiffs. (See Questions 9 & 10.)

The Net Settlement Amount, after payment of the aforementioned costs and expenses, will be allocated to the Class Members according to the approved Plan of Allocation, if and when the Court enters an order finally approving the Settlement. According to the proposed Plan of Allocation, the amount of each Class Member's payment is based on the size of his or her average end-of-quarter Plan account balances during the Class Period.

If you are a Class Member (see Question No. 5) and you are *currently* a Plan participant, your payment will be deposited into your Plan account in accordance with your investment elections for new contributions. If you have not made any such elections, your payment will be invested in the Plan's qualified default investment alternative.

If you are a Class Member and you *previously* participated in the Plan but no longer do so (or you are a Beneficiary or an Alternate Payee of such a Class Member), then you will receive a payment under the Settlement directly in the form of a check. You do not have to submit a claim to receive a payment under the Settlement.

If you are a Beneficiary entitled to receive payments on behalf of a Class member, you will receive your payment under the Settlement directly in the form of a check. If you are an Alternate Payee entitled to receive payments on behalf of a Class Member pursuant to a Qualified Domestic Relations Order, you will receive your payment of the Settlement (pursuant to the terms of your Qualified Domestic Relations Order) directly in the form of a check.

No amount will be distributed to Current or Former Participants whose pro rata share is \$10.00 or less, because such amount is *de minimis* and would cost more in processing than its value. The Plan of Allocation accounts for these individuals by reallocating these amounts among other eligible Class Members. The total amount of all checks to be written by the Settlement Administrator plus the total amount of all credits the Plan is instructed to make to Current Participants may not exceed the Net Settlement Amount.

As part of the Settlement, Defendants also agreed to take certain actions in the future with respect to how they manage the Plan. Specifically, over the next three years Defendants will: (1) conduct annual fiduciary training for the Benefits Fiduciary Committee for the Plan, (2) conduct an annual review of the Investment Policy Statement for the Plan, and (3) ensure that the Plan continues to maintain the privacy of Plan participants' confidential personal data.

HOW TO GET BENEFITS

7. How do I get a settlement payment?

Class Member do not have to submit claim forms in order to receive settlement payments.

The benefits of the Settlement will be distributed automatically once the Court approves the Settlement, either to Class Members' Plan accounts (for current Plan participants) or by check (for former Plan participants, and eligible Beneficiaries and Alternate Payees). (See Question No. 6.)

8. When will I get my payment?

It is hard to say when you may receive your pro rata share of the Net Settlement Amount. However, the Settlement amounts should be distributed approximately three (3) months after the Settlement has received final approval by the Court (and/or after any appeals have been resolved in favor of the Settlement). The hearing to consider the final fairness of the Settlement is scheduled for June 18th, 2025. Should there be an appeal, this can take one year or longer.

All checks will expire and become void 90 days after they are issued, if they have not been cashed.

These payments may have certain tax consequences. You should consult your tax advisor.

Please note: There will be no payments if the Settlement is terminated. The Settlement may be terminated on several grounds, described in the Settlement Agreement. In the event any of these conditions occur, there will be no Settlement payment made, and the litigation will resume.

THE LAWYERS REPRESENTING YOU

9. Who represents the Settlement Class, including me?

For purposes of the Settlement, the Court has appointed as Plaintiffs' "Co-Lead Class Counsel" the law firms of Chimicles Schwartz Kriner & Donaldson-Smith LLP and Franklin D. Azar & Associates, P.C. If you want to be represented by your own lawyer, you may hire one at your own expense.

In addition, the Court appointed Plaintiffs Robert and Nancy Mator as representatives of the Settlement Class. They are also Settlement Class members. Subject to approval by the Court, Class Counsel has proposed that \$5,000.00 may be paid to each Plaintiff as the Class Representatives, in recognition of time and effort they expended on behalf of the Settlement Class ("Case Contribution Awards"). The Court will determine the proper amount of any such payment to Plaintiffs.

10. How will the lawyers be paid?

From the beginning of the case, which was filed in March 2021, to the present, Class Counsel have not received any payment for their services in prosecuting the case or obtaining the settlement, and have not have been reimbursed for out-of-pocket expenses they have incurred. Class Counsel will

file a petition asking the Court to award Attorneys' Fees and Costs (a copy will be posted on the Settlement Website, available at www.WescoERISASettlement.com.) The Court will consider Class Counsel's petition at the Final Fairness Hearing. Class Counsel will apply for attorneys' fees not to exceed one-third of the Gross Settlement Amount, plus out-of-pocket expenses incurred in prosecuting this case. The Court will decide the amount of any attorneys' fees and costs to award to Class Counsel. Any and all attorneys' fees and costs awarded by the Court will be paid to Class Counsel from the Gross Settlement Amount.

As noted, Class Counsel also will request that \$5,000.00 be paid from the Gross Settlement Amount to each of the two Plaintiffs as Case Contribution Awards, in recognition of their assistance in this case.

YOUR RIGHTS AND OPTIONS

11. What is the effect of the Court's final approval of the Settlement?

If the Court grants final approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Once the appeal period expires or any appeal is resolved, payments under the Settlement will then be processed and distributed. All Class Members included in the Settlement will release and forever discharge Defendants and each of the other Released Parties from any and all of Released Claims.

The Released Parties are (a) Defendants; (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, or heirs (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) 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; and (e) Defendants' agents, officers, employees, trustees, Board of Directors, members of the Board of Directors, independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, employee benefit plan committees and subcommittees, service providers to the Plan (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.

Released Claims are defined in the Settlement Agreement and include (but are not limited to) all claims that were or could have been asserted in the Action, and claims related to the Qualified Settlement Fund. 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 investment options or fees, for the manner in which they allocated forfeitures, or any other related matters, that occurred during the Class Period.

Please refer to Sections 1.38, and 1.39 of the Settlement Agreement for a full description of the claims and person that will be released upon final approval of the settlement.

If the Settlement is approved, no Class Member will be permitted to assert any Released Claims in any other litigation against the Defendants or any other Released Party.

If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. (See Table on page 2 of this Notice.) If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached.

If the Settlement is not approved and the case resumes, there is no assurance that Class Members will recover more than is provided for under the Settlement, or anything at all.

12. Can I opt out of the Settlement?

No. If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of any objection you might have to the Settlement, as described below (*see* Question 15). If the Court approves the Settlement, it will do so on behalf of a “mandatory” class under Federal Rule of Civil Procedure 23(b)(1), which does not permit class members to opt out of the Settlement Class.

13. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, you still will participate in the Settlement of the Action as described in this Notice. And you will release any claims you may have against Defendants and the other Released Parties concerning the conduct Plaintiffs allege in this Action. You may receive a payment as described in Question 8.

14. Can I sue Defendants for the same thing later?

No. If the Court approves the Settlement, you will have released any right to sue the Defendants or any Released Party for the claims being resolved by this Settlement and any and all other “Released Claims,” as set forth in the Settlement Agreement.

15. How do I tell the Court that I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. To object, you must file with the Court a written statement of your objection(s), specifying the reason(s) for each objection, including any legal support or evidence that you wish to bring to the Court’s attention. The Court will consider your views.

The objection must be in writing and include the case name *Mator, et. al., v. Wesco Distribution, Inc.*, Case No. 2:21-cv-00403-MJH, and (a) your name; (b) your address; (c) a statement that you are a Class Member; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); (f) your signature;

and (g) a notice of intention to appear at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel must file your objection through the Court's CM/ECF system.) The Court will consider all properly filed comments from Class Members. If you wish to appear and be heard at the Fairness Hearing in addition to submitting a written objection to the settlement, you or your attorney must say so in your written objection.

You must mail your objection to each of the addresses listed below and file the objection with the Court by May 19th, 2025. If you do not timely file an objection it will be deemed to have been waived, and you will be barred from raising the untimely objection.

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Western District of Pennsylvania 700 Grant Street Pittsburgh, PA 15219	Steve Schwartz, Esq. Beena M. McDonald, Esq. Chimicles Schwartz Kriner & Donaldson-Smith LLP 361 West Lancaster Avenue Haverford, PA 19041 Paul R. Wood, Esq. Franklin D. Azar & Associates, P.C. 14426 East Evans Avenue Aurora, CO 80014	Deborah S. Davidson, Esq. Morgan, Lewis & Bockius LLP 110 N. Wacker Drive Chicago, IL 60606 Stephanie R. Reiss, Esq. Morgan, Lewis & Bockius LLP One Oxford Centre, 32 nd Floor, Pittsburgh, PA 15219

THE COURT'S FAIRNESS HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. The Final Fairness Hearing has been set for June 18th, 2025, at 9:30am, before The Honorable Marilyn J. Horan, at the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, PA 15219.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for Attorneys' Fees and Costs and the Plaintiffs' Case Contribution Awards. You may attend the Final Fairness Hearing and also may ask to speak. If there are objections, the Court will consider them – but you do not need to attend the Final Fairness Hearing to have the Court consider an objection.

Note: The date and time of the Final Fairness Hearing are subject to change by Court Order and may be conducted via conference call, video conference, or other remote means. You will not receive a separate notice, but any such changes will be posted on the Settlement Website, at www.WescoERISASettlement.com.

17. Do I have to come to the hearing?

No, but you are welcome to come at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to attend the Final Fairness Hearing to voice your objection in person. As long as you mail your written objection on time and meet the other criteria outlined above, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but attendance is not necessary.

18. May I speak at the hearing?

Yes. You must send a letter or other paper called a “Notice of Intention to Appear at the Final Fairness Hearing in *Mator, et. al., v. Wesco Distribution, Inc*, Case No. 2:21-cv-00403-MJH.” Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be filed and postmarked no later than June 3rd, 2025, and be sent to the Clerk of the Court, Class Counsel, and Defendants’ Counsel at the addresses listed above. If you are represented by counsel, you or your counsel must file any Notice of Intention to Appear at the Final Fairness Hearing through the Court's CM/ECF system.

GETTING MORE INFORMATION

19. Where can I get more information?

This notice provides only a summary of matters relating to the Settlement. For more detailed information, you may wish to review the complete Settlement Agreement. That Agreement and various other related information can be found at the Settlement Website, www.WescoERISASettlement.com.

You may also obtain more information by writing to the Settlement Administrator at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or by calling toll-free at (888)-292-4102. The Settlement Agreement and other pleadings and papers filed with the Court are also available during regular business hours at the office of the Clerk of the United States District Court for the Western District of Pennsylvania located at 700 Grant Street, Pittsburgh, PA 15219.

If you would like additional information, Class Counsel may be reached at:

Steve Schwartz and Beena McDonald, Chemicles Schwartz Kriner & Donaldson-Smith LLP, 361 West Lancaster Avenue, Haverford, PA 19041, steveschwartz@chemicles.com, (610) 642-8500;

Paul R. Wood, Franklin D. Azar & Associates, P.C., 14426 East Evans Avenue, Aurora, CO 80014, woodp@fdazar.com, (720) 743-1814.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.