

Purchasers of Parking Heaters directly from Webasto or Espar may be entitled to a payment from a class action settlement.

A federal court directed this notice. This is not a solicitation from a lawyer.

- Two settlements, worth up to \$15 million, have been reached with Defendants Webasto Products North America, Inc., Webasto Thermo & Comfort North America, Inc. and Webasto Thermo & Comfort SE (collectively, “Webasto”) and Eberspaecher Climate Control Systems GmbH & Co. KG, Espar, Inc., and Espar Products Inc. (collectively, “Espar”) in a class action lawsuit about whether Webasto and Espar participated in an unlawful conspiracy to raise, fix, maintain, and/or stabilize the price of aftermarket Parking Heaters (heaters and accessories used to heat commercial vehicles) at artificially high levels. Webasto and Espar deny the allegations in the lawsuit but have agreed to the Settlements. The Court has not decided who is right.
- The settlement with Webasto is for up to \$7 million, while the settlement with Espar is for up to \$8 million. The two settlements will be collectively referred to in this Notice as the “Settlements.”
- The Settlements offer automatic payments to certain persons and entities that purchased aftermarket Parking Heaters in the United States, its territories or possessions, directly from Webasto or Espar, or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time from October 1, 2007 through December 31, 2012.
- Estimated payments will be calculated based on available purchase data. Once the calculations are made, you can visit the Settlements website and input your unique ID number (if this Notice was mailed to you, your ID number was included on a separate sheet) to see your estimated payment. Please be patient and check back often as the calculations may take time to make.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
EXCLUDE YOURSELF	Request to be excluded and get no benefits from the Settlements. This is the only option that allows you to start or continue your own lawsuit against Webasto or Espar for the claims at issue in the Settlements.
OBJECT	Write to the Court about why you do not like one or both of the Settlements.
GO TO A HEARING	Ask to speak in Court about the fairness of one or both of the Settlements.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlements. If it does, and after any appeals are resolved, benefits will be distributed to those who do not request exclusion from the Class. Please be patient.

QUESTIONS? CALL 1-888-396-9582 OR VISIT www.DirectParkingHeaterSettlement.com

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about the proposed Settlements of a class action lawsuit known as *In re Parking Heaters Antitrust Litigation*, No. 1:15-MC-0940 (DLI) (JO), in the United States District Court Eastern District of New York, and about all of your options before the Court decides whether to give final approval to the Settlements. This notice explains the lawsuit, the Settlements, and your legal rights.

Chief Judge Dora Lizette Irizarry of the United States District Court Eastern District of New York is overseeing this case. The people who sued are called the “Plaintiffs.” Webasto Products North America, Inc., Webasto Thermo & Comfort North America, Inc. and Webasto Thermo & Comfort SE (collectively, “Webasto”) and Eberspaecher Climate Control Systems GmbH & Co. KG, Espar, Inc., and Espar Products Inc. (collectively, “Espar”) are the “Defendants.”

2. What is this litigation about?

The lawsuit alleges that Webasto and Espar participated in an unlawful conspiracy to raise, fix, maintain, and/or stabilize the price of aftermarket Parking Heaters at artificially high levels in violation of Section 1 of the Sherman Act (15 U.S.C. § 1). Webasto and Espar have each agreed to settle the claims in the case.

The Plaintiffs’ Class Action Complaint and Jury Demand, both Settlement Agreements, and other case-related documents are posted on the website, www.DirectParkingHeaterSettlement.com. The Settlements resolve the lawsuit with both Webasto and Espar. The Court has not decided who is right.

3. What are “Parking Heaters”?

Under the Settlements, “Parking Heaters” are defined as “parking heaters for commercial vehicles sold in the aftermarket, including the heaters themselves, accessories sold for use with the heaters, and parking heater kits containing heaters and selected accessories.” Parking Heaters produce heat without the need to run a vehicle’s engine or idling. They include two primary types: (1) air heaters, which work by heating interior or outside air drawn into the heater unit, and (2) water or “coolant” heaters, which are integrated into the engine coolant circuit and heat the engine as well as the interior compartment.

4. Why is this a class action?

In a class action, one or more people here called “Direct Purchaser Plaintiffs” sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.” The Direct Purchaser Plaintiffs here are Triple Cities Acquisition LLC d/b/a Cook Brothers Truck Parts, National Trucking Financial Reclamation Services, TrailerCraft Inc., and Myers Equipment Corporation.

5. Why are there Settlements?

The Court has not decided in favor of the Direct Purchaser Plaintiffs, Webasto, or Espar. Instead, the Parties have agreed to the Settlements. By agreeing to the Settlements, the Parties avoid the costs and uncertainty of a trial, and if the Settlements are approved by the Court, Settlement Class Members will receive the benefits described in this notice. The proposed Settlements do not mean that any law was broken or that either Webasto or Espar did anything wrong. Both Webasto and Espar deny all legal claims in this case. Direct Purchaser Plaintiffs and their lawyers think the proposed Settlements are best for everyone who is affected.

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WHO IS PART OF THE SETTLEMENTS

6. Who is included in the Settlements?

The Settlements include all persons or entities (but excluding federal and state government entities and Defendants, their officers, directors, and employees, as well as Defendants' parents, predecessors, successors, subsidiaries, and affiliates) that purchased aftermarket Parking Heaters in the United States, its territories or possessions, directly from any Defendant (Webasto or Espar), or from any of their parents, predecessors, successors, subsidiaries, or affiliates, at any time during the period from and including October 1, 2007 up to and including December 31, 2012.

7. What if I am not sure whether I am included in the Settlements?

If you were mailed this Notice and were assigned a unique ID number, then Defendants' records show that you are member of the Settlement Class under at least one of the Settlements or are otherwise eligible for a payment. If you were not mailed a Notice or if you are still not sure whether you are in the Settlement Class or have any other questions about the Settlements, visit the Settlements website at www.DirectParkingHeaterSettlement.com or call the toll-free number, 1-888-396-9582. You also may send questions to the Settlement Administrator at Parking Heaters Settlement Administrator, P.O. Box 3560, Portland, OR 97208-3560.

THE SETTLEMENT BENEFITS

8. What do the Settlements provide?

The Webasto Settlement establishes a \$7 million Settlement Fund and the Espar Settlement establishes an \$8 million Settlement Fund. Each Settlement may be reduced by up to 35% depending on certain developments. The Webasto Settlement may be reduced by up to 35%, depending on the number of potential Settlement Class Members who opt out of the Webasto Settlement. In no event shall the Webasto Settlement be less than \$4.55 million. The Espar Settlement may be reduced by up to 35%, depending on the number of potential Settlement Class Members Espar reached a private settlement with prior to September 20, 2017. In no event shall the Espar Settlement be less than \$5.2 million.

Payments will be made to eligible Class Members *automatically*, after payment of expenses of notice and administration of the Settlement, taxes and tax expenses, and attorneys' fees, costs, expenses, interest, and other expenses as may be awarded by the Court. Settlement payment amounts to eligible Class Members will be calculated based on available records of Parking Heater sales provided by Webasto and Espar.

Class Members do not need to file a claim to receive a payment. If you were mailed this Notice, you also received a unique ID number that you can input at the Settlements website to see your estimated payment amount. These estimated amounts will be calculated and available to review after the **December 1, 2018** deadline for requesting exclusion from the Settlements passes, and after the Court has determined what other fees need to be paid from the settlement fund (see Question 10 below) and other potential reductions to the Settlements have been calculated.

Settlement Class members who already settled individually with Espar or Webasto are still entitled to a share of the settlement with the defendant with whom they did not settle (even if they did not purchase any Parking Heaters from that defendant), and Settlement Class members who settled with Espar individually may also be entitled to receive a share in the Espar settlement amount depending on the terms of their individual settlement with Espar.

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9. What if I do not agree with my estimated payment amount?

Each Class Member's estimated payment amount will be calculated based on available Parking Heater sales records provided by Webasto and Espar. If you believe that your payment amount is incorrect, you can visit the Settlements website or call the toll-free number for information on how to file a disputed payment claim. In order to successfully make a disputed payment claim you must be able to demonstrate proof (through receipts or other documentation) of more Parking Heater purchases made directly from Webasto or Espar during the Class Period than were calculated through available records.

10. When will I receive my payment?

Payments to Class Members will be made only after the Court grants "final approval" to the Settlements, all costs and fees (including attorneys' fees) have been awarded, and after any appeals are resolved (*see* "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want benefits from one or both of the Settlements, and you want to keep any right you might have to sue Webasto and/or Espar about the issues in this case, then you must take steps to get out of one or both of the Settlements. This is called excluding yourself or "opting out" of the Settlement Class.

11. How do I get out of one or both of the Settlement?

To exclude yourself from the Settlements, you must send a letter or other written document by mail to:

Parking Heaters Settlement Administrator
P.O. Box 3560
Portland, OR 97208-3560

Your request for exclusion must:

- Be in writing;
- Signed by you or an authorized representative of the Class Member;
- State your full personal or business name, address, and telephone number;
- State whether you are opting out of the Espar Settlement, the Webasto Settlement, or both; and
- Include:
 - Proof of membership in the Settlement Class; and
 - A signed statement that "I/we hereby request that I/we be excluded from the Settlement Class in the *In Re: Parking Heaters Antitrust Litigation*."

Your exclusion request must be postmarked no later than **December 1, 2018** and received by the Settlement Administrator by **December 21, 2018**. You cannot ask to be excluded on the phone, by email, or at the website.

12. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue Webasto and/or Espar for the legal claims that the Settlement you are opting out of resolves. You must exclude yourself in order to try to continue a separate lawsuit against Webasto and/or Espar. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

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13. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlements, you cannot sue or be part of any other lawsuit against Webasto or Espar about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you. If you remain in the Settlement Class, you will be releasing Webasto and Espar from all of the claims described and identified in Paragraph 1(bb) of the Settlement Agreements.

If you only exclude yourself from one of the Settlements, you may only pursue a future lawsuit against that Defendant.

The Settlement Agreements are both available at www.DirectParkingHeaterSettlement.com. The Settlement Agreements each provide more detail regarding the releases and describe the released claims with specific descriptions in necessary, accurate legal terminology, so read them carefully. You can talk to the law firm representing the Class listed below in Question 17 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement. If you only exclude yourself from one of the Settlements, however, you may still receive payment related to the other Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed the following law firms as “Co-Lead Counsel” to represent all members of the Settlement Class: Hausfeld, LLP and Roberts Law Firm, P.A. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Co-Lead Counsel intend to request (i) attorneys’ fees not to exceed 33-1/3% of the Settlement Amount; (ii) reimbursement of litigation expenses incurred in connection with the prosecution of the lawsuit, including any costs associated with notice and administration of the Settlements; and/or (iii) potential incentive awards for the Direct Purchaser Plaintiffs in conjunction with their representation of the Settlement Class. The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like one or both of the Settlements?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can appear in person or through your own counsel, at your own expense, at the Fairness Hearing (described below in Question 19) to present any evidence or argument that the Court deems proper and relevant. To object, you must submit a letter or other written document that includes the following:

- A notice of intention to appear;
- Proof of membership in the Settlement Class; and
- The specific grounds for the objection and any reasons why you desire to appear and be heard, as

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well as all documents or writings that you desire the Court to consider.

You must file your objection with the Court and mail copies to Co-Lead Counsel and counsel for Webasto and Espar by **December 1, 2018**. The addresses are listed below.

CLERK OF THE COURT	CO-LEAD COUNSEL	ESPAR'S COUNSEL	WEBASTO'S COUNSEL
United States District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	Bonny E. Sweeney HAUSFELD LLP 600 Montgomery Street, Suite 3200 San Francisco, CA 94111 Michael L. Roberts ROBERTS LAW FIRM, P.A. 20 Rahling Circle Little Rock, AR 72223	Michael F. Tubach O'Melveny & Myers LLP Two Embarcadero Center 28 th Floor San Francisco, CA 94111	John Clayton Everett, Jr. MORGAN, LEWIS & BOCKIUS LLP 1111 Pennsylvania Avenue, NW Washington, DC 20004

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about one or both of the Settlements. You can object to one or both of the Settlements only if you do not exclude yourself from the Settlement to which you are objecting. Excluding yourself is telling the Court that you do not want to be part of one or both of the Settlements. If you exclude yourself, you have no basis to object to the Settlements for which you are excluded because it no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlements and any requests for fees and expenses ("Fairness Hearing").

19. When and where will the Court decide whether to approve the Settlements?

The Court has scheduled a Fairness Hearing on **January 9, 2019 at 9:30 a.m.**, at the United States District Court Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.DirectParkingHeaterSettlement.com for updates. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. The Court will also consider the requests by Co-Lead Counsel for attorneys' fees and expenses and for incentive awards to the Direct Purchaser Plaintiffs. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlements. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. You also may pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing only by following the procedures

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for objecting to the Settlement outlined in Question 17 above.

You cannot ask to speak at the hearing if you exclude yourself from both Settlements.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Class Member or are otherwise entitled to a payment under the Settlements and do nothing, you will receive an automatic payment if you are eligible. Unless you exclude yourself, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against Webasto or Espar about the claims at issue in this case.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlements. More details are in the Settlement Agreements. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreements at www.DirectParkingHeaterSettlement.com. You may also write with questions to the Settlement Administrator at Parking Heaters Settlement Administrator, P.O. Box 3560, Portland, OR 97208-3560, or call the toll-free number, 1-888-396-9582.

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