

# Exhibit C

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

**NOTICE OF PROPOSED CLASS SETTLEMENT**

**If you purchased or leased a 2017-2018 Dodge Grand Caravan built between January 1, 2017 and December 31, 2017, a proposed class action settlement may affect your rights and entitle you to a reimbursement of costs you incurred for the parts and labor needed to repair a condition caused by a failing sliding door lock actuator.**

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

*Your rights are affected regardless of whether you act or do nothing. Read this notice carefully.*

- The purpose of this notice is to inform you of a proposed settlement of a class action lawsuit known as *Lisa White et al. v. FCA US, LLC*, No. 4:21-cv-11696 (E.D. Mich.). You are receiving this notice because records available to the parties indicate that you may be entitled to claim certain monetary and warranty benefits offered by this Settlement.
- This Action alleges that Dodge Grand Caravan vehicles built between January 1, 2017 and December 31, 2017 were equipped with rear power sliding doors with defective lock actuators and/or door latches that cause the vehicles' lock actuators and/or door latches to mechanically fail and lose locking and unlocking capability when operated manually or by button command ("Defect" or "Sliding Door Latch Defect").
- FCA US has not yet been found liable for any of the claims alleged in this Action, and FCA US denies the existence of the Defect. The Court has not decided who is right. The Parties have instead reached a voluntary settlement to avoid lengthy litigation. The consumers who owned or leased Class Vehicles are known as "Class Members."
- FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven. Class Members are entitled to bring their vehicle to any authorized FCA US dealership for a repair of the condition under the terms of the warranty extension.
- Additionally, any Class Member who paid for a repair relating to the Sliding Door Latch Defect is entitled to submit a Claim for reimbursement as detailed herein.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM ONLINE FOR REPAIRS YOU PAID FOR</b>	If you paid for a Qualifying Repair relating to the Sliding Door Latch Defect, you can submit a Claim for reimbursement at <a href="http://www.fcarecallreimbursement.com">www.fcarecallreimbursement.com</a> . The claim process is simple and should take most class members no longer than a few minutes to complete.
<b>RECEIVE REPAIRS UNDER FCA US's EXTENDED WARRANTY</b>	FCA US has provided a warranty extension for the Class Vehicles that covers the cost of parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles.
<b>DO NOTHING</b>	If you do nothing, you will be included in the Settlement and will be automatically eligible to receive the benefits of the warranty extension.
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not be eligible for the reimbursement of any expenses relating to a Qualifying Repair or the benefits of the warranty extension. This is the only option that allows you to file your own lawsuit against FCA US related to the alleged Sliding Door Latch Defect. The deadline to submit a request for exclusion is _____.
<b>OBJECT</b>	In order to object to the Settlement, you must remain a Class Member in this lawsuit. You cannot ask to be excluded. You may object to the Settlement by writing to Proposed Co-Lead Class Counsel (identified on page __) and indicating why you do not like the Settlement. The deadline to object is _____.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case must still decide whether to approve the Settlement. The Court approval process may take some time, so please be patient.
- *Visite [insert website] para obtener una copia de este aviso en español.*

For more information, visit [insert website], or call the Settlement Administrator at [insert phone].

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## BASIC INFORMATION

### 1. Why did I get this notice package?

According to vehicle records available to the parties, you bought or leased a Class Vehicle in the United States. The Court has ordered this notice be sent to you because you have a right to know about the proposed settlement of this class action lawsuit and about your options before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. *You should read this entire notice.*

### 2. What is this lawsuit about?

The people who filed this lawsuit are called Plaintiffs, and the company they sued, FCA US US LLC (“FCA US”) is called the Defendant (together, the “Parties”). The Plaintiffs allege that the Class Vehicles were equipped with rear power sliding doors with defective lock actuators and/or door latches that cause the vehicles’ lock actuators and/or door latches to mechanically fail and lose locking and unlocking capability when operated manually or by button command. FCA US has not been found liable for any of the claims alleged in this Action, and FCA US denies that the alleged Sliding Door Latch Defect exists. The Court has not decided who is right.

### 3. Why is this a class action?

In a class action lawsuit, one or more persons, called “Class Representatives” (in this case Kelly Mayor), sue on behalf of people who may have similar claims. These individuals, and those who are similarly situated, are collectively known as the “Class” or “Class Members.” One court resolves the issues for all Class Members, except those who exclude themselves from the Class. The Court in charge of this case is the United States District Court for the Eastern District of Michigan, and the case is known as *Lisa White et al. v. FCA US LLC*, No. 4:21-cv-11696 (E.D. Mich.). District Judge Shalina Kumar is presiding over this class action.

### 4. Why is there a Settlement?

The Class Representative and FCA US agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement does not mean that FCA US broke any laws and/or did anything wrong, and the Court has not decided which side is right.

The Class Representative and FCA US entered into an agreement (“Settlement Agreement”) that was preliminarily approved by the Court that authorized the issuance of this notice. The Class Representative and the lawyers representing her (called “Proposed Co-Lead Class Counsel”) believe that the Settlement is in the best interest of the Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth the rights and obligations of all the Parties in greater detail. This and other documents are

all available for review at [insert website]. *If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.*

## WHO IS IN THE SETTLEMENT?

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

Judge Kumar preliminarily certified a Class comprised of:

All individuals who purchased or leased in the United States a Dodge Grand Caravan built between January 1, 2017 and December 31, 2017.

The Class excludes FCA US; any affiliate, parent, or subsidiary of FCA US; any entity in which FCA US has a controlling interest; any officer, director, or employee of FCA US; any successor or assign of FCA US; any judge to whom this Action is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons; individuals and/or entities who validly and timely opt-out of the Settlement; and current or former owners of a Class Vehicle that previously released their claims against FCA US with respect to the same issues raised in this class action.

However, the Class excludes all claims for death, personal injury, property damage, and subrogation.

### 6. Which vehicles are included?

The “Class Vehicles,” for the purposes of the description in question 5 above, are Dodge Grand Caravan vehicles built between January 1, 2017 and December 31, 2017.

### 7. Am I included if I bought or leased a Class Vehicle that has not had problems?

Yes. You are still a Class Member even if you did not experience a symptom of the Sliding Door Latch Defect. If you still own or lease a Class Vehicle, you will be eligible to take advantage of a warranty extension covering the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven, as well as certain other benefits of the Settlement.

### 8. I am still not sure if I’m included.

If you are still not sure whether you are included, you can ask for free help. You can visit the Settlement Website at [insert website]. You can also call [insert phone] and ask whether your vehicle is included in the Settlement. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready. The VIN is located on a small placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and probably appears on

your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers.

## SETTLEMENT BENEFITS – WHAT YOU GET

### 9. What does the Settlement provide?

The Settlement provides the following benefits:

#### A. Warranty Extension

FCA US will provide a warranty extension for the Class Vehicles that covers the cost of all parts and labor needed to repair a condition caused by a failing sliding door lock actuator for the earlier of ten years from the in-service date of the Class Vehicle or 100,000 miles driven.

You do NOT need to do anything to receive the benefits of the warranty extension.

#### B. Repair-Related Reimbursements

Any Class Member who paid for a repair of a condition caused by a failing sliding door lock actuator is entitled to submit a claim for reimbursement to [www.fcarecallreimbursement.com](http://www.fcarecallreimbursement.com).

## HOW YOU GET A REIMBURSEMENT

### 10. How do I make a Claim?

Please visit [www.fcarecallreimbursement.com](http://www.fcarecallreimbursement.com) to submit a Claim for reimbursement of the amount paid for a Qualifying Repair. The claim process is simple and should take most Class Members no longer than a few minutes to complete.

Please keep a copy of all documentation you submit for your own records. Claims will be paid according to FCA US's normal extended warranty payment processes.

### 11. What am I giving up by staying in the Class?

Unless you exclude yourself in writing as described in the answer to Question 12, you will be treated as part of the Class. That means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against FCA US or other related entities or individuals (listed in the Settlement Agreement, which you can view at [\[insert website\]](#)) about the legal issues in *this* case. This includes but is not limited to claims of false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust

enrichment, strict product liability, and negligence. It also means that all of the Court's orders will apply to you and legally bind you.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) death, (ii) personal injury, (iii) damage to property other than to a Class Vehicle, (iv) subrogation, or (v) any and all claims that relate to something other than a Class Vehicle and the alleged Sliding Door Latch Defect here. If you have any questions about the scope of the legal claims you give up by staying in the Class, you may view Section VI of the Settlement Agreement (available at [insert website]) or you can contact Proposed Co-Lead Class Counsel identified in Section 14 below for free or speak with your own lawyer at your own expense.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. How do I get out of the Settlement?

If you do not want the benefits or reimbursements provided in this Settlement, and you want to keep the right to sue or continue to sue FCA US or other related entities or individuals on your own about the legal issues in this case, including for any existing claims you may currently have, then you must take steps to get out of the Class. This is called excluding yourself, and is sometimes referred to as opting out of the Class.

To exclude yourself from the Settlement, you must send a letter by U.S. Mail (or an express mail carrier) to the Settlement Administrator at *White v. FCA US US*, [insert address], saying that you want to “opt-out of” or “be excluded from” the Class Settlement in *White, et al. v. FCA US US, LLC*, No. 4:21-cv-11696 (E.D. Mich.). Be sure to include (i) your full name and current address, (ii) the model year, approximate date(s) of purchase or lease, and Vehicle Identification Number (“VIN”) of your vehicle (which is located on a placard on the top of the dashboard visible through the driver's side corner of the windshield), and (iii) clearly state your desire to be excluded from the Settlement and from the Class. You must mail your exclusion request postmarked no later than \_\_\_\_\_, to: [insert address]

You can't exclude yourself on the phone, on any website, or by email. Please keep a copy of any exclusion (or opting out) letter for your records.

If you ask to be excluded, you cannot receive any benefits under this Settlement, and you cannot object to the Settlement. If you choose to be excluded or opt out, you will be excluded for all claims you have that are included in the Settlement. You will not be legally bound by anything that happens in this lawsuit. Depending on the laws in your state, you may be able to sue (or continue to sue) FCA US or other related entities or individuals in the future about the legal issues in this case.

### 13. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself (opting out), you give up the right to sue FCA US and other related entities or individuals for the claims that this Settlement resolves. For a complete



description of the claims that this Settlement resolves, please see Section VII of the Settlement Agreement, available at [\[insert website\]](#).

If you have a pending lawsuit against FCA US or related entities, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it concerns the same legal issues related to the Class Vehicles and the alleged Defect in this case, even if it involves other causes of action, including but not limited to, false advertising, deceptive practices, fraud, breach of implied or express warranties, lemon laws, unjust enrichment, strict product liability, and negligence. Remember, the exclusion deadline is [\[insert website\]](#).

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court's orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue FCA US over the issues in this lawsuit.

#### **14. If I exclude myself, can I get the benefits of this Settlement?**

No. If you exclude yourself, you cannot ask for any reimbursement and the warranty extension will not apply to your vehicle. But you may sue, continue to sue, or be part of a different lawsuit against FCA US and other related entities or individuals for the claims that this Settlement resolves.

### **THE LAWYERS REPRESENTING YOU**

#### **15. Do I have a lawyer in this case?**

The Court has appointed The Miller Law Firm P.C., Beasley Allen, Crow, Methvin, Portis & Miles, P.C., Dicello Levitt LLP, and McCune Law Group, APC as Proposed Co-Lead Class Counsel to represent you and other Class Members.

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**PLEASE DO NOT SEND CLAIM FORMS TO THE ABOVE ATTORNEYS.**

**16. How will the lawyers be paid, and will the Class Representatives receive service payments?**

At a later date, Proposed Co-Lead Class Counsel will ask the Court for attorneys' fees, expenses, and service payments to each of the named Class Representatives. It will be up to the Court to decide whether FCA US will be ordered to pay any of those fees, expenses, and service payments. The Court may award less than the amounts requested by Proposed Co-Lead Class Counsel. FCA US will separately pay the fees and expenses and service payments that the Court awards. These amounts will not come out of the funds for reimbursements to Class Members. Proposed Co-Lead Class Counsel will not seek more than \$1,750,000 in fees and expenses or a service award of more than \$3,000 for the named Class Representative. Proposed Co-Lead Class Counsel will file their motion for attorneys' fees and expenses by [REDACTED]. You may continue to check on the progress of Proposed Co-Lead Class Counsel's request for attorneys' fees, expense and service awards by visiting the Settlement Website [insert website].

FCA US will also separately pay the costs to administer the Settlement. The payment of Settlement administration costs will not come out of the fund for payments to Class Members.

**OBJECTING TO THE SETTLEMENT**

**17. How do I object to the Settlement?**

Any Class Member who has not successfully excluded themselves from the Class may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, to the application for attorneys' fees and costs, and/or to the application for service payments to the named Class Representative. To object, you must properly file any objection in the Action with the Clerk of Court of the United States District Court for the Eastern District of Michigan on or before [DATE] and must mail or hand-deliver a copy of the objection to Proposed Co-Lead Class Counsel and Counsel for FCA US at the addresses set forth below by that same date.

Dennis A. Lienhardt  
MILLER LAW FIRM, P.C.  
950 W. University Dr., Suite 300  
Rochester, MI 48307

Stephen A. D'Aunoy  
KLEIN THOMAS LEE & FRESARD  
100 N. Broadway, Suite 1600  
St. Louis, MO 63102

To be timely, objections that are mailed must be postmarked by [DATE], and objections that are hand-delivered must be received by the Court, Proposed Co-Lead Class Counsel, and counsel for FCA US by [DATE].

Your objection letter must include:

1. the name and title of the lawsuit, *Lisa White et al. v. FCA US, LLC*, No. 4:21-cv-11696 (E.D. Mich.);
2. your full name, address, and telephone number;
3. the model year and VIN of your Class Vehicle;
4. a detailed written statement of each objection being made, including all factual and legal grounds for the position;
5. copies of any documents you wish to submit in support;
6. the name and address of the attorney(s), if any, who is representing you in making the objection or who may be entitled to compensation in connection with the objection;
7. a statement of whether you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections;
8. the identity of all counsel (if any) who will appear on your behalf and a list of all persons who will be called to testify in support of the objection;
9. your signature, in addition to the signature of any attorney representing you in connection with the objection;
10. the date of the objection; and
11. a list of any other objections submitted by you or your counsel, to any class action settlements submitted in any court in the United States in the previous five years. If there are none, you shall affirmatively so state in the written materials provided with the objection.

Submitting an objection allows Proposed Co-Lead Class Counsel or counsel for FCA US to notice your deposition and to seek any documentary evidence or other tangible things that are relevant to your objection. Failure to make yourself available for such a deposition or comply with expedited discovery requests may result in the Court striking your objection or denying you the opportunity to be heard. The Court may require you or your counsel to pay the costs of any such discovery should the Court determine the objection is frivolous or made for improper purpose.

If you do not state your intention to appear in accordance with the applicable deadlines and specifications, or you do not submit an objection in accordance with the applicable deadlines and specifications, you will waive all objections and can be barred from speaking at the Final Approval Hearing.

## 18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and the Settlement. You cannot both exclude yourself and object. If you choose to both exclude yourself and object, it will be treated as if you excluded yourself only. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, subject to the requirements above, but you don't have to.

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

The Court will hold a Final Approval Hearing at \_\_\_\_\_ ET on \_\_\_\_\_, at the U.S. District Court for the Eastern District of Michigan, \_\_\_\_\_, or by virtual video or telephonic conference. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Proposed Co-Lead Class Counsel and whether to approve the Class Representatives' service awards. After the hearing, the Court will decide whether to finally approve the Settlement. We do not know how long these decisions will take.

The hearing may be rescheduled without further notice to you, and may be conducted remotely, so it is recommended you periodically check [insert website] for updated information.

## 20. Do I have to come to the Final Approval Hearing?

No. Proposed Co-Lead Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed a valid written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it's not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

## 21. May I speak at the Final Approval Hearing?

You may ask the Court's permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Lisa White et al. v. FCA US US, LLC*, 4:21-cv-11696 (E.D. Mich.))" or state in your objections that you intend to appear at the hearing. Be sure to include your name, address, telephone number, the model year and VIN for your Class Vehicle(s), and signature, as well as the identities of any attorneys who will represent you. Your Notice of Intention to Appear must be postmarked no

later than [redacted], and be sent to Proposed Co-Lead Class Counsel and counsel for FCA US whose addresses were provided above.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you do nothing, you will remain a Class Member and be entitled to the benefits of the Settlement. But you will never be able to file a lawsuit, continue a lawsuit, or be part of any other lawsuit against FCA US or other related entities or individuals about the legal issues in this case.

## GETTING MORE INFORMATION

### 23. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which you can view at [insert website].

Neither FCA US nor Proposed Co-Lead Class Counsel nor the Class Representative make any representation regarding the tax effects, if any, of receiving any benefits under this Settlement. Consult your tax adviser for any tax questions you may have.

### 24. How do I get more information?

You can call the Settlement Administrator at [insert], write to them at *White v. FCA US*, [insert address], or visit [insert website], where you will find information and documents about the Settlement. You may also contact Proposed Co-Lead Class Counsel listed in response to Question 15.

All papers filed in this Action are also available for review via the Public Access to Court Electronic Resources System (PACER), available online at <http://www.pacer.gov>.

**DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR FCA US WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.**

## THE ADDRESSES YOU MAY NEED

### Proposed Co-Lead Class Counsel:

E. Powell Miller  
Dennis A. Lienhardt  
MILLER LAW FIRM, P.C.

W. Daniel "Dee" Miles III  
BEASLEY, ALLEN, CROW, METHVIN,  
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For more information, visit [insert website] or call the Settlement Administrator at [insert phone].

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**Counsel for FCA US US, LLC:**

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**Settlement Administrator:**

*White v. FCA US LLC*  
[insert]