

Exhibit C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All current owners or lessees of a Model Year 2017-2018 DJ Ram 2500 / D2 Ram 3500 / DD Ram 3500 Cab Chassis / DF Ram 3500 10K LB. Cab Chassis / DX Ram Cab Chassis / DP Ram 4500/5500 built between April 1, 2017 and December 29, 2018.

A proposed Settlement of claims has been reached in a class action lawsuit against FCA US LLC (“FCA US” or “Defendant”). The lawsuit alleged certain Ram 2500, 3500, 4500, and 5500 vehicles (the “Class Vehicles”) contained an allegedly defective anti-lock braking system (“ABS”) module and brake hydraulic control unit (“Brake HCU”).

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FOR REIMBURSEMENT	You must submit a valid claim under the Settlement to receive a reimbursement for any repairs relating to the replacement of a Brake HCU component and reimbursement for rental vehicles while obtaining a repair.
DO NOTHING	You will receive no reimbursements from the Settlement and will no longer be able to sue the Releasees, ¹ including FCA US, over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY [REDACTED], 2024	You will receive no benefits from the Settlement, but you will retain your legal claims against the Releasees.
OBJECT BY [REDACTED], 2024	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.

¹ The Released Persons are, jointly and severally, individually and collectively, the entities that marketed the Class Vehicles, entities that designed, developed, and/or disseminated advertisements for the Class Vehicles, FCA US and each of their respective future, present, and former direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, dealers, distributors, agents, principals, suppliers, vendors, issuers, licensees, and joint ventures, and their respective future, present, and former officers, directors, employees, partners, general partners, limited partners, members, managers, agents, shareholders (in their capacity as shareholders) and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

GO TO A HEARING ON
_____, 2024

Ask to speak in Court about the fairness of the Settlement.

No reimbursements under the Settlement will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting **URL** or by calling **1-XXX-XXX-XXXX**.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action lawsuit *Wilson, et al. v. FCA US LLC*, Case No. 4:22-cv-00447, currently pending in the United States District Court for the Eastern District of Texas (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit relating to an allegedly defective anti-lock braking system and brake hydraulic control units in certain Ram trucks.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are eight Plaintiffs (or Representative Plaintiffs) in this case: Jason Wilson, Patrick Krenek, Donald Akridge, Tim VanGee, Leslie Daly, Joseph Bass, James Neu, and Christopher Adams.

4. Why is there a Settlement?

Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether Plaintiffs’ claims or FCA US’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and Settlement Class Members who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that FCA US did anything wrong, or that Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as all current owners or lessees of a Model Year 2017-2018 DJ Ram 2500 / D2 Ram 3500 / DD Ram 3500 Cab Chassis / DF Ram 3500 10K LB. Cab Chassis / DX Ram Cab Chassis / DP Ram 4500/5500 vehicle built between April 1, 2017 and December 29, 2018. For purposes of this definition, “current owners or lessees” are owners or lessees of a Class Vehicle on or after November 1, 2023.

Excluded from the Settlement Class are 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; consumers or businesses that have purchased Class Vehicles previously deemed a total loss (*i.e.*, salvage or junkyard vehicles) (subject to verification through Carfax or other means); and any judge to whom the Action is assigned, his or her spouse; and individuals and/or entities who validly and timely opt-out of the settlement.

6. What are the Settlement Benefits?

FCA US has agreed to provide certain benefits to Settlement Class Members under the Settlement. The benefits are as follows:

A. Warranty Extension

FCA US has extended its existing warranty obligations applicable to the Class Vehicles to cover the costs of all parts and labor to replace a failed Brake HCU component for a period of 8 years from the Class Vehicle’s in-service date. This Warranty Extension is not subject to a mileage limitation. All terms and conditions of the Basic Limited Warranty shall apply. The Warranty Extension follows the Class Vehicles and is not personal to any owner or lessee.

B. Repair Reimbursements

Any Class Member who paid for a repair relating to the replacement of a Brake HCU component is entitled to submit a claim for reimbursement to www.fcarecallreimbursement.com. Claims will be paid according to FCA US’s normal extended warranty payment processes.

C. Rental Vehicle Reimbursements

Class Members may submit claims for rental vehicle reimbursements. FCA US shall pay up to a maximum of \$600,000 for claims relating to rental vehicle reimbursements. A claim for rental vehicle reimbursement cannot exceed \$100 per day or a total limit of \$1,000 per Class Vehicle. If all claims exceed \$600,000 they will be paid on a pro rata basis. To obtain this reimbursement, Settlement Class Members must provide car rental receipts and proof of a contemporaneous repair to the Brake HCU.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Releasees for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit [URL](#).

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to obtain the reimbursements available to Settlement Class Members under the Settlement, you **must** complete and submit a Claim Form online at www.fcarecallreimbursement.com.

If you do not want to give up your right to sue the Releasees, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 11 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. (See Question 14 below.) If you object, you must still submit a claim if you want a reimbursement.

9. What happens if I do nothing?

If you do nothing, you will get no reimbursement under the Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Releasees related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.fcarecallreimbursement.com.

11. How do I exclude myself from the Settlement?

You must make a signed written request that (a) states your name, address, and phone number; (b) is signed by you or a person authorized by law to sign on your behalf; (c) unequivocally states your desire to be excluded from the Settlement and Settlement Class. You must send your request by **Month DD, 2024**, to this address:

2017-2018 Ram 2500 and 3500 ABS Settlement Administrator

{Settlement Administrator mailing address}

12. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

13. If I do not exclude myself, can I sue the Releasees for the same alleged defect later?

No. Unless you exclude yourself, you give up any right to sue the Releasees for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a claim requesting a reimbursement from this Settlement.

14. How do I object to the settlement?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing, and it and any supporting papers must be filed with the Court and a copy mailed to Class Counsel and FCA US's Counsel at the addresses listed below.

Class Counsel	FCA US's Counsel
Ben Barnow Anthony L. Parkhill Barnow and Associates, P.C. 205 W. Randolph Street, Suite 1630 Chicago, Illinois 60606	Stephen A. D'Aunoy KLEIN THOMAS LEE & FRESARD 100 N. Broadway, Suite 1600 St. Louis, Missouri 63102
Bruce Steckler Steckler Wayne & Love, PLLC 12720 Hillcrest Road Dallas, Texas 75230	
Stephen R. Basser Barrack, Rodos & Bacine 600 West Broadway, Suite 900 San Diego, CA 92101	

Objections must be filed or postmarked no later than **Month DD, 2024**.

To be considered by the Court, your objection must include: (i) the case name and number, *i.e.*, *Wilson, et al. v. FCA US LLC*, No. 4:22-cv-00447 (E.D. Tex.); (ii) their full name, current address, and current telephone number; (iii) the model year and VIN of their Class Vehicle(s); (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) the date of the objection.

In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member their counsel has not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

15. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2024**, at **XX:XX A.M./P.M.**, at Paul Brown United States Courthouse, 101 East Pecan Street, Sherman, TX. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiffs' request for attorneys' fees, costs, and expenses, and Plaintiffs' request for service awards for Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **URL** to confirm the schedule if you wish to attend.

16. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted pursuant to the instructions in Question 14. You or your own lawyer are welcome to attend the hearing at your expense, but you are not required to do so.

17. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

18. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

19. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Ben Barnow
Anthony L. Parkhill
Barnow and Associates, P.C.
205 W. Randolph Street, Suite 1630
Chicago, Illinois 60606

Bruce Steckler
Steckler Wayne & Love, PLLC
12720 Hillcrest Road
Dallas, Texas 75230

Stephen R. Basser
Barrack, Rodos & Bacine
600 West Broadway, Suite 900
San Diego, CA 92101

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by FCA US, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

20. How will the lawyers for the Settlement Class be paid?

Plaintiffs will seek an order from the Court requesting that attorneys' fees, costs, and expenses not to exceed \$2,000,000.00 to Class Counsel.

Plaintiffs will seek an order from the Court requesting that Service Awards in the amount of \$3,000 be awarded to Representative Plaintiffs for their time and effort expended on behalf of the Settlement Class in the Litigation.

For Further Information

21. What if I want further information or have questions?

For additional information, please visit [URL](#). You may also contact the Settlement Administrator by mail, email or phone:

Mail:

2017-2018 Ram 2500 and 3500 ABS Settlement Administrator

{Settlement Administrator mailing address}

Email:

EMAIL ADDRESS

Phone:

XXX-XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT OR FCA US'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**