Exhibit 61

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

February 28, 2024

Roger N. Heller
Partner
rheller@lchb.com

VIA CERTIFIED MAIL

FCA US, LLC
1000 Chrysler Dr.,
Auburn Hills, MI 48326

FCA US, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

RE: Notice of Violation of California Consumers Legal Remedies Act ("CLRA")

Dear Sir or Madam:

We write on behalf of California residents Brian Kreb and Stefani Carter ("Plaintiffs") and other similarly situated owners and lessees of Jeep Wrangler 4xe plug-in hybrid electric vehicles (the "Class").

Pursuant to Cal. Civ. Code §1782(a), this letter serves as presuit notice that FCA US, LLC ("FCA") has breached express and/or implied warranties, engaged in unfair and deceptive acts and other unlawful practices, and violated California's Consumer Legal Remedies Act, Cal. Civil Code §§ 1750, *et seq.* in connection with its manufacturing, testing, advertising, marketing, distribution, and/or sale of 2021-2023 Jeep Wrangler 4xe vehicles (the "Class Vehicles").

The Class Vehicles contain a defective electric battery that is at risk of catching fire and has since been the subject of FCA's November 22, 2023 "recall" letter (NHTSA Campaign Number 23V787000/FCA Recall 89A). In that communication, FCA failed to provide a remedy to the battery defect and instead instructed Plaintiffs and the Class "not to recharge their vehicles, and to park outside and away from structures, until they are repaired." FCA did not disclose the defect in the Class Vehicles at the time of sale, and it made false and/or incomplete representations and/or material omissions regarding the features, benefits, durability, reliability, safety, and performance of the Class Vehicles.

FCA's conduct breached warranties and constitutes fraudulent, deceptive, and unfair business practices as defined by the CLRA. In addition, FCA's conduct violated Cal. Civ. Code § 1770(a)[1] by, among other things:

[1] The CLRA prohibits "unfair or deceptive acts or practices . . . undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer[.]" Cal. Civ.

- Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have. (Cal. Civ. Code § 1770(a)(5)).

- Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. (Cal. Civ. Code § 1770(a)(7)).

- Advertising goods or services with intent not to sell them as advertised. (Cal. Civ. Code § 1770(a)(9)).

Plaintiffs and members of the Class have been harmed and suffered actual damages. Plaintiffs and the members of the Class did not receive the benefit of their bargain. Instead, they purchased and leased vehicles that are of a lesser standard, grade, and quality than represented, do not meet ordinary and reasonable consumer expectations regarding safe and reliable operation, and are unfit for their intended purpose. Purchasers and lessees of the Class Vehicles paid more, either through a higher purchase price or higher lease payments, than they would have had the battery defect been disclosed. Furthermore, the public disclosure of the battery defect in the Class Vehicles has caused the value of the vehicles to materially diminish.

Plaintiffs and the Class hereby request that within thirty (30) days of receiving this letter, FCA (1) agree to buy-back, correct, permanently repair, replace, or otherwise rectify the defect in the Class Vehicles, and (2) agree to reimburse Plaintiffs and all Class members for all damage they have incurred to date, including any associated out-of-pocket expenses. Unless these actions, as requested above, occur within the thirty-day timeframe, we intend to bring claims for damages as permitted by Cal. Civ. Code § 1782(d), in addition to claims for equitable, injunctive, and other relief available under applicable law, including attorneys' fees.

We invite you to contact us to discuss this demand at any time. You can reach us at (415) 956-1000, or email me and attorneys Phong-Chau Nguyen, and Nicholas Lee at rheller@lchb.com, pgnguyen@lchb.com, and nlee@lchb.com. We look forward to hearing from you.

Very truly yours,



Roger N. Heller

2952787.1

Code § 1770(a). The Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a). Plaintiffs and members of the Class are "buyers" within the meaning of Cal. Civ. Code § 1791(b), and FCA is a "manufacturer" of the Class Vehicles within the meaning Cal. Civ. Code § 1791(j).

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FCA US, LLC
1000 Chrysler Dr.,
Auburn Hills, MI 48326

9590 9402 7846 2234 7110 50

2. Article Number *(Transfer from service label)*
7022 2410 0002 3057 3709

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Mail Restricted Delivery
00)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL®

7022 2410 0002 3057 3709

7022 2410 0002 3057 3709

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
FCA US, LLC
Street and Apt. No., or P
1000 Chrysler Dr.,
City, State, ZIP+4®
Auburn Hills, MI 48326

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1.

FCA US, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

9590 9402 7846 2234 7110 43

2. Article Number *(Transfer from service label)*
7022 2410 0002 3057 3716

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

CERTIFIED MAIL®

7022 2410 0002 3057 3716

7022 2410 0002 3057 3716

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
Postage
Total Postage and Fees
Sent To
Street and Apt. No., or
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FCA US, LLC
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Postmark Here

System
Process
Ste. 700