Lemon Law Packet

California · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: California

Generated: October 19, 2026 with LemonLawPath (lemonlawpath.com)

Contents

1. California Lemon Law Claim Narrative — Draft
2. Repair-History Organizer
3. Evidence Checklist — California
4. Manufacturer Demand Letter — California
5. Route Guide — California

Important notices

Draft documents generated from your answers. Read every sentence and delete anything that isn't accurate for your situation before you sign, send, or file. DIY document automation — not legal advice. No attorney reviews anything.

1. California Lemon Law Claim Narrative — Draft

*California has no state agency that decides lemon claims. Use this narrative with (a) a free **state-certified arbitration program** covering your make (check the DCA list: BBB Auto Line, California Dispute Settlement Program, CAP-Motors), (b) **New Motor Vehicle Board mediation** (916-445-1888), or (c) a **court filing** (small claims or Superior Court; the presumption may be asserted in small claims). If a qualified arbitration program exists and you got timely written notice of it, you must use it before asserting the presumption in court. Copy the facts into the program's own claim form.*

Claimant

SAMPLE — Example Owner (fictional)
100 Example Street, Sampletown
555-010-1234 · example@example.com

Vehicle

2024 Example Motors Pathway — VIN 1EXAMPLE000000000 (purchased new)
Purchased/leased from: Example Motors on January 5, 2025
Delivery date: January 10, 2025 · Current mileage: 15,000
Express warranty expires: January 10, 2028

Nonconformity

The engine stalls at idle and sometimes will not restart — I allege that this defect substantially impairs the use, value, or safety of the vehicle.

Repair history (4 attempts)

#	Dates (days out)	Dealer	Reported	Result
1	Feb 3, 2025 to Feb 5, 2025 (2 days)	Example Motors Service	Engine stalls at idle	Cleaned throttle body — defect persists
2	Mar 10, 2025 to Mar 12, 2025 (2 days)	Example Motors Service	Engine stalls at idle	Replaced sensor — defect persists
3	Apr 14, 2025 to Apr 21, 2025 (7 days)	Example Motors Service	Engine stalls at idle	Replaced control module — defect persists
4	Jun 2, 2025 to Jun 6, 2025 (4 days)	Example Motors Service	Engine stalls at idle	Could not duplicate — defect persists

Relief requested

Under the Song-Beverly Consumer Warranty Act (Cal. Civ. Code §§ 1793.2, 1793.22), I elect **restitution (refund) of the actual price paid plus collateral charges (tax, license, registration, official fees) and incidental damages (repair, towing, rental)**. The manufacturer may not force a replacement — the choice is the buyer's. I understand a mileage offset applies to any restitution under California law; the usage-offset worksheet in this packet applies the rule to my numbers.

Presumption window

Estimated from the dates I entered, the 18-month / 18,000-mile presumption window ends **July 10, 2026**.

Signature: _____ Date: _____

SAMPLE — Example Owner (fictional)

2. Repair-History Organizer

*Attach every repair order — even visits where they found "no problem." Total out of service: **15** calendar days (date out minus date in) across 4 visits. Your state may count days differently — use your repair orders as the record. California counts more than 30 cumulative calendar days out of service.*

#	In	Out	Days	Dealer	Reported	Result	RO #
1	Feb 3, 2025	Feb 5, 2025	2	Example Motors Service	Engine stalls at idle	Cleaned throttle body — defect persists	RO-1001
2	Mar 10, 2025	Mar 12, 2025	2	Example Motors Service	Engine stalls at idle	Replaced sensor — defect persists	RO-1002
3	Apr 14, 2025	Apr 21, 2025	7	Example Motors Service	Engine stalls at idle	Replaced control module — defect persists	RO-1003
4	Jun 2, 2025	Jun 6, 2025	4	Example Motors Service	Engine stalls at idle	Could not duplicate — defect persists	RO-1004

Key dates timeline

Your dates in order. Months are counted from delivery; odometer readings are the ones you entered.

Date	Event	Months after delivery	Odometer
January 10, 2025	Vehicle delivered to you	0	12
February 3, 2025	Repair visit 1 — in (Example Motors Service)	0	3,000
February 5, 2025	Repair visit 1 — out (2 days in the shop)	0	
March 10, 2025	Repair visit 2 — in (Example Motors Service)	2	
March 12, 2025	Repair visit 2 — out (2 days in the shop)	2	
April 14, 2025	Repair visit 3 — in (Example Motors Service)	3	
April 21, 2025	Repair visit 3 — out (7 days in the shop)	3	
May 1, 2025	Written notice to the manufacturer	3	
June 2, 2025	Repair visit 4 — in (Example Motors Service)	4	
June 6, 2025	Repair visit 4 — out (4 days in the shop)	4	

Your record beside California's tests

The numbers you entered, next to the presumption tests our California guide describes. This is a side-by-side comparison, not a finding that any test is met — dates, mileage, notice steps, and what your repair orders actually say all matter.

Test	What the law looks for	Your entered record
Repairs of the same problem	4+ repairs of the same problem	4 visits entered for this defect
Safety path	2+ repairs of a defect likely to cause death or serious bodily injury	You did not mark the defect as a serious safety hazard
Days out of service	More than 30 cumulative calendar days out of service	15 calendar days from the visits you entered
Time and mileage window	Within 18 months or 18,000 miles of delivery, whichever comes first	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — California

Gather these before filing — organized paperwork is the backbone of any claim.

- Buyer's order / lease agreement (proof of California purchase or lease)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Express warranty booklet AND owner's manual — highlight any pages disclosing the direct-to-manufacturer notice requirement and address
- Proof of any written notice sent directly to the manufacturer
- Photos and videos of the defect (with dates)
- Log of all phone calls and correspondence with dealer and manufacturer (dates, names)
- Loaner / rental paperwork for days the vehicle was in the shop
- Current registration, insurance, and loan/lease statements
- Any manufacturer responses, denials, or settlement offers in writing
- If your manufacturer opted in to AB 1755: proof of your 30-day pre-suit notice (name, VIN, repair-history summary, demand to repurchase or replace)

4. Manufacturer Demand Letter — California

*Send by **certified mail, return receipt requested**. Keep the receipt.*

SAMPLE — Example Owner (fictional)
100 Example Street, Sampletown
555-010-1234

October 19, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

[Manufacturer Name — Customer Assistance Center]
[Manufacturer Address]

Re: Demand for compliance — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased from Example Motors on January 5, 2025. The vehicle has an alleged nonconformity — a defect that I believe is covered by your express warranty and substantially impairs its use, value, or safety: The engine stalls at idle and sometimes will not restart.

The nonconformity has been presented for repair 4 times and persists. Under the Song-Beverly Consumer Warranty Act (Cal. Civ. Code § 1793.2), I request that you make restitution of the purchase price plus collateral charges and incidental damages.

If your manufacturer opted in to AB 1755 — use this 30-day pre-suit notice instead

At least 30 days before filing a court action seeking civil penalties against an opted-in manufacturer, you must send a notice containing: your name, the accurate VIN, a brief summary of repair history and problems, and a demand to repurchase or replace. The letter above, with your repair history attached, covers these elements — keep proof you had possession of the vehicle when you sent it.

Repair visits for this defect to date:

#	Dates	Dealer	RO #	Odometer
1	Feb 3, 2025 to Feb 5, 2025	Example Motors Service	RO-1001	3,000
2	Mar 10, 2025 to Mar 12, 2025	Example Motors Service	RO-1002	
3	Apr 14, 2025 to Apr 21, 2025	Example Motors Service	RO-1003	
4	Jun 2, 2025 to Jun 6, 2025	Example Motors Service	RO-1004	

Please send your response in writing to the address above.

Sincerely,

_____

SAMPLE — Example Owner (fictional)

Enclosures (copies — keep your originals): repair orders (RO 1001, RO 1002, RO 1003, RO 1004); purchase or lease agreement; warranty pages showing coverage.

5. Route Guide — California

California has no state lemon-law agency — pick your route

Route A — Free certified arbitration (try this first). The Department of Consumer Affairs certifies manufacturer arbitration programs: **BBB Auto Line**, the **California Dispute Settlement Program (CDSP)**, and **CAP-Motors**. Check the DCA list to find which program covers your make (some makes have none). File the program's own claim form; decisions typically come within ~40 days of claim acceptance and are binding on the manufacturer if you accept. Free to you.

Route B — New Motor Vehicle Board mediation. Informal mediation via the NMVB: **(916) 445-1888**, nmvb.ca.gov. NMVB mediates manufacturer warranty and repair disputes, but its consumer mediation page lists Lemon Law complaints as outside its jurisdiction and refers those consumers to the Department of Consumer Affairs.

Route C — Court. Small-claims court or Superior Court (the presumption may be asserted in small claims), or federal court under the Magnuson-Moss Warranty Act. Note: if a qualified arbitration process exists and you got timely written notice of it, you must try it before asserting the presumption in court.

Deadlines

Presumption window (estimated) ends **July 10, 2026** — it limits which repairs count; it is not a filing deadline. Classic track: no fixed statutory deadline — courts generally apply a 4-year written-contract period with fact-specific accrual. Do not guess; talk to a lawyer promptly.

Fees

Certified arbitration costs you nothing. If you sue, standard California court filing fees apply (check the local court's fee schedule).

Remedies

Your choice: replacement with a substantially identical new vehicle, or restitution (actual price paid/payable + tax, license, registration, official fees + incidental damages like repair, towing, rental). The manufacturer cannot force a replacement on you. A mileage offset applies to restitution — the usage-offset worksheet in this packet applies the rule from our California guide to your numbers. A court may add a civil penalty up to 2× actual damages for willful violations, and prevailing buyers recover attorney's fees (§ 1794(d)) — one reason many lemon-law attorneys take California cases on contingency.

What happens next — your dated checklist

Built from the dates and steps in this packet and our state guide. It organizes the process; it is not a prediction of how your case will go.

- Mail document 4 (your notice / demand letter) by certified mail, return receipt requested. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- If your manufacturer opted in to AB 1755, a court action seeking civil penalties requires a 30-day pre-suit notice first — the demand letter above, sent at least 30 days before filing, covers its elements.
- Your filing window: check the deadline for your state with the free deadline calculator and the state guide, and write it here: _____. Verify it against your own records before relying on it.
- If your case reaches a hearing or meeting, bring: this packet, every repair order (including "could not duplicate" visits), your mailing proofs, dated photos or videos of the defect, and your call log. Keep the vehicle available for inspection if the forum asks to see it.

Mailing kit

Send document 4 by certified mail, return receipt requested. Use the cover sheet below as the first page of the envelope's contents.

COVER SHEET — keep a copy with your proofs	
From	SAMPLE — Example Owner (fictional)100 Example Street, Sampletown555-010-1234 · example@example.com
To	[Manufacturer Name]the manufacturer's Customer Assistance Center (address in your warranty materials)
Date	October 19, 2026
Re	Written notice of nonconformity — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000
Sent by	certified mail, return receipt requested
Enclosed	Demand / notice letter (document 4) · Repair-history organizer (document 2) · Copies of repair orders

Keep these proofs:

- The stamped mailing receipt (certified / registered / overnight) and the tracking number
- The signed return receipt (green card) when it comes back — it proves the delivery date several deadlines count from
- A complete copy or scan of everything you mailed, exactly as mailed
- A log line for the mailing: date, post office or carrier, tracking number, and what was enclosed
- Mail copies, never your only originals of repair orders or contracts

Usage-offset worksheet — an illustration, not your award

This applies the usage rule described in our California guide to the numbers you entered. It is bookkeeping, not a prediction of any refund, award, or eligibility. Taxes, fees, finance charges, incidental costs, and other adjustments are not included.

California: price × miles traveled before the first delivery for correction of this problem ÷ 120,000. This worksheet uses (odometer at your first repair visit − odometer at delivery); verify which visit and price base apply.

Line	Figure
A. Purchase price	$35,000.00
B. Odometer at delivery	12
C. Odometer at first repair visit for this defect	3,000
D. Miles used before that visit (C − B)	2,988
E. Illustrated usage deduction (A × D ÷ 120,000)	$871.50
Price after the illustrated deduction (bookkeeping only — not what you would receive)	$34,128.50

Important notices

Some statements in these documents are generated from your answers — read every sentence and delete anything that isn't accurate for your situation. Fill in the bracketed parts. You sign, send, and file everything yourself. Deadlines shown are estimates from the dates you entered — confirm them.

Not legal advice. This is not legal advice. Lemon law is fact-specific — for advice about your own situation, talk to a licensed attorney in your state. LemonLawPath is not a substitute for the advice of an attorney. It provides document automation and general legal information only — no eligibility determinations and no outcome promises. No attorney reviews anything on this site — LemonLawPath is DIY document-automation software, not a law firm.