Lemon Law Packet

MA · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2021 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: MA

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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. Massachusetts Used Vehicle Warranty Claim Narrative — Draft

*Used-vehicle claims under M.G.L. c. 90, § 7N¼ run against the **dealer**. State-certified arbitration is also available for used vehicles: the request must be **received within 6 months of delivery**, online at **applylemonlaw.mass.gov**. Copy these facts into the application, and use the narrative with your demand to the dealer (document 4).*

Claimant

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

Vehicle

2021 Example Motors Pathway — VIN 1EXAMPLE000000000
Purchased used from dealer: Example Motors on January 5, 2025
Delivery date: January 10, 2025 · Mileage at delivery: 45,200 · Current mileage: 58,300
Purchase price: $18900 (the used vehicle warranty covers dealer sales of $700 or more, for vehicles under 125,000 miles; it excludes motor homes / auto homes, off-road vehicles, motorcycles, and business-use vehicles, and it does not cover private-party sales).

Defect

The engine stalls at idle and sometimes will not restart — I allege this defect impairs the vehicle's safety or use and is covered by the dealer's mandatory written warranty (full parts and labor; my total contribution toward covered repairs is capped at $100). By the mileage at sale, the warranty runs 90 days / 3,750 miles (under 40,000 miles), 60 days / 2,500 miles (40,000 to under 80,000), or 30 days / 1,250 miles (80,000 to under 125,000).

Repair history (4 attempts)

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

Relief requested

Under § 7N¼, because the dealer has failed to repair the same defect within 3 attempts, or the vehicle has been out of service more than 10 cumulative business days for repair of the same defect, I request that the dealer **accept return of the vehicle and refund the full repurchase price less 15 cents per mile** driven between the sale and the repurchase, as the worksheet in this packet illustrates.

Deadlines

The used-vehicle arbitration request must be **received within 6 months of delivery** — estimated from the dates I entered: **July 10, 2025**. Any action must be commenced within **2 years of delivery**. I will confirm both before filing.

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: **13** business days (Mon–Fri; holidays not subtracted — check your records) across 4 visits. Your state may count days differently — use your repair orders as the record.*

#	In	Out	Business 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	5	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	45,200
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	
July 10, 2025	Estimated used-vehicle arbitration deadline (6 months from delivery) (appears to have passed) — an estimate; confirm it yourself	6	

Your record beside Massachusetts's tests

The numbers you entered, next to the presumption tests our Massachusetts 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	3 attempts at the same defect within the warranty period	4 visits entered for this defect
Days out of service	More than 10 cumulative business days out of service for the same defect	13 business days from the visits you entered
Time and mileage window	Dealer sales of $700 or more, under 125,000 miles; warranty length depends on the mileage at sale	First visit: February 3, 2025 at 3,000 miles; latest visit: June 2, 2025

3. Evidence Checklist — Massachusetts (Used Vehicle)

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

- Buyer's order (proof of a dealer sale of $700 or more; dealer sells more than 3 used vehicles in 12 months; vehicle under 125,000 miles)
- The dealer's written warranty given at sale (its length depends on the mileage at sale)
- All repair orders and invoices — every visit; Massachusetts counts BUSINESS days out of service for the same defect
- Proof you presented the vehicle for repair no later than 5 business days after the warranty expired, if a visit fell after expiration
- Receipts showing what you paid toward covered repairs (your total is capped at $100)
- Your written demand to the dealer (document 4) + proof of delivery
- Photos and videos of the defect (with dates)
- Log of all phone calls and correspondence with the dealer (dates, names)
- Current registration, insurance, and loan/lease statements
- Any dealer responses, denials, or settlement offers in writing

4. Demand Letter to the Dealer — Massachusetts (Used Vehicle)

*Used-vehicle warranty claims run against the **dealer**. Send this in writing and keep proof of delivery.*

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

October 24, 2026

Example Motors
[Dealer Address]

Re: Used vehicle warranty — refund demand under M.G.L. c. 90, § 7N¼ — 2021 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I purchased the above vehicle from you on January 5, 2025 for $18900, with 45,200 miles on the odometer. The vehicle has a defect that impairs its safety or use and is covered by the written warranty Massachusetts law required you to provide: The engine stalls at idle and sometimes will not restart.

The vehicle has been presented for repair of this same defect 4 times and it has not been repaired. Under § 7N¼, where the same defect is not repaired within 3 attempts, or the vehicle is out of service more than 10 cumulative business days for repair of the same defect, the dealer must accept return of the vehicle and refund the full repurchase price less 15 cents per mile driven between the sale and the repurchase. I request that refund. If we cannot resolve this, I intend to apply for state-certified arbitration through OCABR (requests must be received within 6 months of delivery).

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. Filing Instructions — Massachusetts (Used Vehicle)

Deadline check: Your estimated used-vehicle arbitration deadline (6 months from delivery) (July 10, 2025) appears to have passed 471 days ago. Verify it immediately, and talk to a licensed attorney about your options before relying on these documents.

Step 1 — Present the vehicle during the warranty

Bring the vehicle to the selling dealer for repair of the defect during the written warranty period — or **no later than 5 business days after it expires**. The warranty is extended (tolled) while the vehicle is out of service for warranty repairs. Your total contribution toward covered repairs is capped at **$100**.

Step 2 — The refund trigger

If the dealer fails to repair the **same defect within 3 attempts**, or the vehicle is out of service **more than 10 cumulative business days** for repair of the same defect (a parts delay can extend the count by up to 21 days), the dealer must accept return of the vehicle and refund the **full repurchase price less 15 cents per mile** driven between the sale and the repurchase. The repurchase price includes finance charges, registration fees, insurance, service contracts, and trade-in value, plus incidental damages such as towing. A dealer may also agree to repurchase voluntarily at any time during the warranty after a complaint.

Step 3 — Arbitration

Apply online at **applylemonlaw.mass.gov**. The used-vehicle request must be **received within 6 months of delivery** — estimated from the dates you entered: **July 10, 2025**. The finding is due within 45 days; the dealer then has 21 days to refund or appeal (appeal bond: the award plus $500).

Step 4 — Court deadline

Any action under the used vehicle warranty law must be **commenced within 2 years of delivery** (§ 7N¼(13)). Talk to a lemon law attorney if either deadline is close.

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, to the dealer. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- Watch for the manufacturer's reply in writing, and log every call (date, name, what was said). Keep the delivery proof for your notice — several steps in this process count from it.
- Your filing window: the deadline estimated in this packet is July 10, 2025 (This deadline appears to have passed — verify immediately). It is only as accurate as the dates you entered — verify it against your own records and the guide 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, to the dealer. 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 selling dealer
Date	October 24, 2026
Re	Written notice of nonconformity — 2021 Example Motors Pathway, VIN 1EXAMPLE000000000
Sent by	certified mail, return receipt requested, to the dealer
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 Massachusetts 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.

Massachusetts used vehicles: the dealer refunds the full repurchase price less 15 cents per mile driven between the sale and the repurchase. The repurchase price also includes finance charges, registration fees, insurance, service contracts, and trade-in value, plus incidental damages — those additions are not in this illustration.

Line	Figure
A. Repurchase price (before any additions)	$18,900.00
B. Odometer at delivery	45,200
C. Current odometer (the repurchase odometer, when known)	58,300
D. Miles driven (C − B)	13,100
E. Illustrated mileage deduction (D × $0.15)	$1,965.00
Price after the illustrated deduction (bookkeeping only — not what you would receive)	$16,935.00

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.

Talk to a lemon law attorney first: Your estimated used-vehicle arbitration deadline (6 months from delivery) (July 10, 2025) appears to have passed 471 days ago. Verify it immediately, and talk to a licensed attorney about your options before relying on these documents.

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.