Lemon Law Packet

MA · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 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 Lemon Law Claim Narrative — Draft

*Massachusetts lemon law claims against the **manufacturer** go through **state-certified arbitration** run by the Office of Consumer Affairs and Business Regulation (OCABR). The application is **online only** at **applylemonlaw.mass.gov**, and your request must be **received within 18 months of original delivery**. There is **no application fee**; a **$300 arbitrator fee** is charged once a hearing is scheduled and is included in the award if you win. Copy these facts into the application.*

Claimant

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

Vehicle

2024 Example Motors Pathway — VIN 1EXAMPLE000000000
Purchased/leased in Massachusetts from: Example Motors on January 5, 2025
Original delivery date: January 10, 2025 · Mileage at delivery: 12 · Current mileage: 15,000
Vehicle is a car, van, truck, or motorcycle used for personal or family purposes (the law excludes motor homes / auto homes, off-road vehicles, and business-use vehicles) and is covered by the manufacturer's warranty (a lease of one year or more counts).

Nonconformity

The engine stalls at idle and sometimes will not restart — to my knowledge, the repairs and business days out of service below occurred within the term of protection (1 year or 15,000 miles from original delivery, whichever comes first), and I allege that the nonconformity substantially impairs the use, market value, or safety of the vehicle.

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

Final cure opportunity

I notified the manufacturer of the defect on **May 1, 2025**, starting its one additional opportunity to cure (up to 7 business days from when it first knew or should have known the repair limits were met).

Relief requested

Under M.G.L. c. 90, § 7N½, I request **a refund of the full contract price, including trade-in credits, plus reimbursement of incidental costs (sales tax, registration fee, finance charges, dealer-added options), less the statutory reasonable allowance for use**.

Arbitration deadline

The arbitration request must be **received within 18 months of original delivery** — estimated from the dates I entered: **July 10, 2026**. I will confirm it 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. Keyed to Massachusetts' tests: the same nonconformity repaired 3+ times and continuing or recurring, OR 15+ cumulative BUSINESS days out of service — within 1 year / 15,000 miles of original delivery, plus the manufacturer's final cure opportunity.*

#	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	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	
July 10, 2026	Estimated arbitration deadline (18 months from delivery) (appears to have passed) — an estimate; confirm it yourself	18	

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+ repairs of the same nonconformity, and it continues or recurs, plus the manufacturer's final cure opportunity of up to 7 business days	4 visits entered for this defect
Days out of service	15+ cumulative business days out of service	13 business days from the visits you entered
Time and mileage window	Within 1 year or 15,000 miles of original 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 — Massachusetts

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

- Buyer's order / lease agreement (proof of Massachusetts purchase, or a lease of one year or more; personal/family use)
- All repair orders and invoices — every visit, even "could not duplicate" visits; Massachusetts counts BUSINESS days out of service
- Your notice to the manufacturer (document 4) + proof of when it was sent (it starts the up-to-7-business-day cure window)
- Proof the repairs fell within the term of protection (1 year / 15,000 miles from original delivery)
- Express warranty booklet / warranty terms
- Receipts for incidental costs (sales tax, registration, finance charges, dealer-added options, towing, rental)
- Photos and videos of the defect (with dates)
- Log of all phone calls and correspondence with dealer and manufacturer (dates, names)
- Current registration, insurance, and loan/lease statements
- Any manufacturer responses, denials, or settlement offers in writing

4. Notice to the Manufacturer — Cure Opportunity — Massachusetts

*Massachusetts gives the manufacturer **one additional opportunity to cure — up to 7 business days** — once it knows or should have known the repair limits were met (3 repairs of the same nonconformity, or 15 business days out of service). Contacting the manufacturer directly, as OCABR's guidance describes, starts that clock. The law also says no consumer can be **required** to give notice directly to the manufacturer before state-certified arbitration — this letter is the practical step that starts the cure window. Send it in a way you can prove (keep the mailing or email record).*

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

October 19, 2026

[Manufacturer Name — Customer Assistance Center]
[Manufacturer Address from warranty booklet]

Re: Notice of nonconformity — cure opportunity under M.G.L. c. 90, § 7N½ — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased in Massachusetts from Example Motors on January 5, 2025. Original delivery date: January 10, 2025. The vehicle has an alleged nonconformity — a defect that I believe is covered by your warranty and substantially impairs its use, market value, or safety: The engine stalls at idle and sometimes will not restart.

The nonconformity has been presented for repair 4 times within the term of protection and continues or recurs. This letter notifies you directly so your one additional cure opportunity — up to **7 business days** — can run. If the nonconformity is not cured, I intend to apply for state-certified arbitration through OCABR seeking a refund of the full contract price as provided in § 7N½.

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

Deadline check: Your estimated arbitration deadline (18 months from delivery) (July 10, 2026) appears to have passed 101 days ago. Verify it immediately, and talk to a licensed attorney about your options before relying on these documents.

Step 1 — Let the cure opportunity run

Contact the manufacturer (document 4). Once it knows the limits were met, it has **one additional cure opportunity of up to 7 business days**. You cannot be required to notify the manufacturer directly before arbitration, and a manufacturer's own dispute program can never be required first — state-certified arbitration is available even after using one.

Step 2 — Apply online

Apply at **applylemonlaw.mass.gov** — the application is **online only**. There is **no application fee**; a **$300 arbitrator fee** is charged once a hearing is scheduled, and it is included in the award if you win. Questions: OCABR Consumer Information Specialists, **617-973-8787**; Attorney General's Consumer Hotline, 617-727-8400.

Step 3 — Deadline

Your request must be **received within 18 months of original delivery** — estimated from the dates you entered: **July 10, 2026**.

Step 4 — Finding and compliance

The arbitrator's finding is due **within 45 days**. State-certified arbitration is "**all or nothing**" — there is no partial award. The manufacturer then has **21 days** to deliver the refund or replacement or to appeal (an appeal requires a bond of the award plus $2,500). You may **keep using the vehicle** until the refund or an acceptable replacement is tendered. A consumer who is dissatisfied may instead bring a claim under chapter 93A.

Remedies

The manufacturer accepts return of the vehicle and refunds the **full contract price** including trade-in credits, less any cash settlement award you accepted and the **reasonable allowance for use** in the worksheet in this packet, **plus** reimbursement of incidental costs (sales tax, registration fee, finance charges, dealer-added options; towing and rental are reimbursed when not provided free). For a lease, the refund covers payments made under the lease. **You may reject any replacement offer and demand the refund.** A prevailing consumer is awarded reasonable attorneys' fees and costs, and failing to comply with § 7N½ is an unfair practice under chapter 93A.

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 a method you can prove — certified mail, return receipt requested, or email with the record kept. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- The manufacturer gets one final cure opportunity of up to 7 business days once it knows the repair limits were met. Your arbitration request must be RECEIVED within 18 months of original delivery.
- Your filing window: the deadline estimated in this packet is July 10, 2026 (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 a method you can prove — certified mail, return receipt requested, or email with the record kept. 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	a method you can prove — certified mail, return receipt requested, or email with the record kept
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: contract price × miles the vehicle traveled before the manufacturer accepted its return ÷ 100,000. This uses the miles driven since delivery as the illustration.

Line	Figure
A. Contract price	$35,000.00
B. Odometer at delivery	12
C. Current odometer (the return odometer, when known)	15,000
D. Miles traveled (C − B)	14,988
E. Illustrated usage deduction (A × D ÷ 100,000)	$5,245.80
Price after the illustrated deduction (bookkeeping only — not what you would receive)	$29,754.20

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 arbitration deadline (18 months from delivery) (July 10, 2026) appears to have passed 101 days ago. Verify it immediately, and talk to a licensed attorney about your options before relying on these documents.

Talk to a lemon law attorney first: Massachusetts arbitration requests must be RECEIVED within 18 months of original delivery. If it's close, talk to a lemon law attorney right away.

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.