Lemon Law Packet

MD · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: MD

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

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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. Maryland Lemon Law Claim Narrative — Draft

*Maryland has **no state lemon-law form, board, or hearing**. This narrative organizes your facts under Md. Code, Commercial Law §§14-1501–1504 — for the Attorney General's Consumer Protection Division complaint, an optional manufacturer procedure, or a court action. The process starts with the **certified-mail notice** in document 4, sent during the warranty period (the earlier of 18,000 miles of operation or 24 months from delivery).*

Claimant

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

Vehicle

2024 Example Motors Pathway — VIN 1EXAMPLE000000000
Purchased/leased from: Example Motors on January 5, 2025
Original delivery date: January 10, 2025 · Mileage at delivery: 12 · Current mileage: 15,000

Nonconformity

The engine stalls at idle and sometimes will not restart — I allege the nonconformity substantially impairs the use and market value of the vehicle, and that the attempts and days below occurred within the warranty period.

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

Certified-mail notice

I reported the defect to the manufacturer / factory branch in writing by certified mail, return receipt requested, on **May 1, 2025**, during the warranty period, as §14-1502(b) prescribes.

Relief requested

Under §14-1502(c), at my option I request **a refund of the full purchase price, including license, registration, and similar governmental charges, less the statutory allowances**.

Suit deadline

An action must be commenced **within 3 years of original delivery** — estimated from the dates I entered: **January 10, 2028**. The warranty period itself ends around **January 10, 2027**. 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: **15** calendar days (date out minus date in) across 4 visits. Your state may count days differently — use your repair orders as the record.*

#	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	
January 10, 2028	Estimated suit deadline (3 years from delivery) — an estimate; confirm it yourself	36	

Your record beside Maryland's tests

The numbers you entered, next to the presumption tests our Maryland 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 nonconformity	4 visits entered for this defect
Safety path	1 repair of a brake-or-steering failure, after notice + a cure opportunity, that still fails the state safety inspection	You did not mark the defect as a serious safety hazard
Days out of service	30+ cumulative days out of service (one or more nonconformities)	15 calendar days from the visits you entered
Time and mileage window	Within the warranty period — the earlier of 18,000 miles of operation or 24 months from original delivery	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — Maryland

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

- Buyer's order / lease agreement and all finance paperwork
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Your §14-1502(b) certified-mail notice (document 4), the mailing receipt, and the signed return receipt (green card) — corrections count from the manufacturer's receipt
- The written statement of your lemon-law rights the dealer was required to give you at sale (§14-1502.1), if you kept it
- For a brake/steering claim: state safety-inspection records showing the repair still fails inspection
- Excise-tax and title records (the excise tax is recovered separately from the MVA under §14-1503)
- Express warranty booklet / warranty terms
- Photos and videos of the defect (with dates)
- Log of all phone calls and correspondence with dealer and manufacturer (dates, names)
- Any manufacturer responses, denials, or settlement offers in writing

4. Certified-Mail Notice and Demand Letter — Maryland

*This is the notice **§14-1502(b) prescribes**: report the defect to the manufacturer or factory branch **in writing, by certified mail, return receipt requested, during the warranty period**. Corrections are then due within **30 days of the manufacturer's receipt** — at no charge, even if the warranty period has since run. The Attorney General advises sending it immediately, without waiting for the repair tests to be met.*

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

October 19, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

[Manufacturer Name / Factory Branch]
[Manufacturer Address — from your warranty materials]

Re: Written notice of nonconformity under Md. Code, Commercial Law §14-1502(b) — 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 and delivered to me on January 10, 2025, within the warranty period defined by §14-1501(e). The vehicle has a nonconformity that substantially impairs its use and market value: The engine stalls at idle and sometimes will not restart.

The nonconformity has been presented for repair 4 times (dealerships and dates in the attached repair history) and persists. Please correct the nonconformity within 30 days of your receipt of this notice, at no charge, as §14-1502(b) requires. If the nonconformity cannot be corrected, then under §14-1502(c), at my option, I demand a refund of the full purchase price, including license, registration, and similar governmental charges, less only the allowances the section permits (use, capped at 15% of the purchase price, and damage beyond normal wear).

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 — Maryland

Step 1 — Certified-mail notice

Send document 4 to the manufacturer or factory branch **by certified mail, return receipt requested, during the warranty period** (the earlier of 18,000 miles of operation or 24 months from delivery). Corrections are due within **30 days of receipt**, at no charge. Your dealer also has a duty: it must notify the manufacturer within 7 days when the vehicle comes in a fourth time for the same defect, or reaches 20 cumulative days out of service (§14-1502(f)).

Step 2 — If the manufacturer refuses: complaint and optional procedure

File a complaint with the Attorney General's **Consumer Protection Division** (200 St. Paul Place, 16th Floor, Baltimore, MD 21202; Consumer Hotline 410-528-8662). The Division will contact the manufacturer and mediate — it states it **cannot force a business to cooperate**, is not authorized to give legal advice, and complaints become public records. You may also use a manufacturer's own Part 703 procedure — §14-1502(i) makes it **your choice**, and using it never bars a later suit.

Step 3 — Commence a court action in time

An action must be commenced **within 3 years of original delivery** (§14-1502(k)) — estimated from the dates you entered: **January 10, 2028**. The Act states no tolling for a Division complaint or a manufacturer procedure.

Remedies, tax, and fees

At your option: **replacement** with a comparable vehicle acceptable to you, or **refund** of the full purchase price including license, registration, and similar governmental charges, less a use allowance capped at **15% of the purchase price** and a damage allowance beyond normal wear — paid to you and your lienholder as your interests appear. The **excise tax** is not part of that refund: the MVA refunds the pro-rated portion separately under §14-1503 once the refund is made, on your documentation. A court may award a prevailing consumer reasonable attorney's fees (§14-1502(l)), and a violation of the subtitle is also an unfair or deceptive trade practice under §14-1504.

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 — the method §14-1502(b) prescribes. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- After the manufacturer receives your certified-mail notice, corrections are due within 30 days — at no charge, even if the warranty period has since run (§14-1502(b)).
- Your filing window: the deadline estimated in this packet is January 10, 2028 (448 days left). 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 — the method §14-1502(b) prescribes. 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 or its factory branch (address from 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 — the method §14-1502(b) prescribes
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 Maryland 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.

Maryland: refund of the full purchase price, including license, registration, and similar governmental charges, less a reasonable allowance for use and a reasonable allowance for damage beyond normal wear. The use allowance may not exceed 15 percent of the purchase price (§14-1502(c)(1)) — the line below shows that statutory ceiling only, not the allowance itself, which is not a mileage computation. The excise tax is recovered separately from the MVA (§14-1503) and is not a line here.

Line	Figure
A. Full purchase price	$35,000.00
B. License, registration, and similar governmental charges (from your sale documents)	$_____
C. Statutory ceiling on the use allowance (15% of A — a maximum, not the allowance)	$5,250.00
D. Damage allowance (beyond normal wear, excluding damage from the nonconformity)	$_____

The refund is paid to you and your lienholder as your interests appear in MVA records.

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.