Lemon Law Packet

MI · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: MI

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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. Michigan Lemon Law Claim Narrative — Draft

*Michigan has **no state lemon-law arbitration program**. If the manufacturer has a qualifying **informal dispute settlement procedure** (one that complies with **16 CFR Part 703**), the Act requires you to use it **first** — check your warranty materials. Use this narrative for that program's form, and to get organized before you talk to a lemon law attorney about any court filing. A complaint to the Attorney General's Consumer Protection Team is a consumer complaint channel, not a lemon-law filing.*

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 Michigan from: Example Motors on January 5, 2025
Delivery date: January 10, 2025 · Mileage at delivery: 12 · Current mileage: 15,000
Express warranty expires: January 10, 2028
Vehicle is a passenger vehicle, SUV, pickup, or van covered by the manufacturer's express warranty (the Act excludes motor homes, buses, trucks other than pickups, and vehicles with fewer than four wheels).

Nonconformity

The engine stalls at idle and sometimes will not restart — to my knowledge, this nonconformity was first reported within the earlier of the express warranty term or 1 year from delivery, and I allege that it substantially impairs the use or value 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

Manufacturer notice

I notified the manufacturer in writing, by return receipt service, on **May 1, 2025**, after the third repair attempt or after 25 days out of service, and allowed the 5-business-day cure opportunity at the facility the manufacturer designated.

Relief requested

Under Michigan's New Motor Vehicle Warranties Act (Act 87 of 1986; MCL 257.1401 et seq.), I request **a refund of the purchase price, including options, manufacturer's charges, sales tax, and license and registration fees, less the statutory usage allowance and any appraised damage beyond normal wear — at my election, a refund rather than a replacement**.

Timing: Michigan's lemon law Act states no suit-filing deadline — the deadline that applies to my case is unconfirmed, and I will consult a licensed attorney in Michigan 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. Keyed to Michigan's tests: the same defect repaired 4+ times within 2 years of the first attempt, OR 30+ days or parts of days out of service — with the first report inside the earlier of the warranty term or 1 year from delivery.*

#	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 Michigan's tests

The numbers you entered, next to the presumption tests our Michigan 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 defect within 2 years of the first attempt, and it still exists	4 visits entered for this defect
Days out of service	30+ days or parts of days out of service	15 calendar days from the visits you entered
Time and mileage window	First report within the earlier of the express warranty term or 1 year from delivery	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — Michigan

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

- Buyer's order / lease agreement (proof of Michigan purchase or lease, or purchase by a Michigan resident; vehicle under the manufacturer's express warranty)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Your written notice to the manufacturer + the return-receipt proof, showing it was sent after the 3rd repair attempt or after 25 days out of service
- Records of the manufacturer's designated repair facility and the 5-business-day cure opportunity
- Proof the defect was first reported within the earlier of the warranty term or 1 year from delivery
- Express warranty booklet — highlight any manufacturer informal dispute settlement procedure (16 CFR Part 703) and how to file with it
- Towing bills and rental receipts (reimbursable if the manufacturer did not provide them free)
- 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

4. Written Notice to the Manufacturer — Michigan

*Michigan requires **written notice to the manufacturer, sent by return receipt service**, once the same defect has been repaired **3 times** or the vehicle has been out of service **25 days** (§257.1403(5)). After your notice, the manufacturer designates a repair facility and gets **5 business days** to cure the defect. Keep the return-receipt proof.*

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

October 19, 2026

VIA RETURN RECEIPT SERVICE

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

Re: Written notice of nonconformity — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased in Michigan 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 or value: The engine stalls at idle and sometimes will not restart.

The nonconformity has been presented for repair 4 times and still exists. This letter is my written notice under MCL 257.1403(5). Please designate a repair facility so the final cure attempt can be made within the **5 business days** the Act allows. If the nonconformity is not cured, I intend to pursue a refund of the purchase price under Michigan's New Motor Vehicle Warranties Act (MCL 257.1401 et seq.).

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 — Michigan

Step 1 — Written notice and the cure opportunity

Send document 4 to the manufacturer by **return receipt service** after the 3rd repair attempt or after 25 days out of service. The manufacturer designates a repair facility and gets **5 business days** to cure.

Step 2 — The manufacturer's dispute procedure, if one exists

If the manufacturer has an informal dispute settlement procedure that complies with **16 CFR Part 703**, you must use it before court. The manufacturer is bound by the outcome if you accept it; you are not obligated to accept. Check your warranty materials for how to file.

Step 3 — Court

Michigan has **no state lemon-law arbitration program and no state filing form**. Unresolved claims are civil actions in court. A complaint to the Attorney General's Consumer Protection Team (P.O. Box 30213, Lansing, MI 48909; 517-335-7599) is a consumer complaint channel, not a lemon-law filing. Filing and litigating a court case is attorney territory: talk to a lemon law attorney before filing alone.

Step 4 — Deadline

Michigan's lemon law Act states **no filing deadline**, and the deadline that applies to your case is unconfirmed — do not guess it. Consult a licensed attorney in Michigan promptly.

Remedies

Within 30 days, the manufacturer must **replace** the vehicle with a comparable one acceptable to you or **refund** the purchase price — including options, manufacturer's charges, sales tax, and license and registration fees — less the usage allowance in the worksheet in this packet and any appraised damage beyond normal wear. **You may demand a refund** rather than accept a replacement. Towing and reasonable rental for a comparable vehicle are reimbursed if they were not provided free.

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 return receipt service — Michigan requires the written notice to be sent by return receipt service. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- After your return-receipt notice, the manufacturer designates a repair facility and has 5 business days to cure the defect (§257.1403).
- 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 return receipt service — Michigan requires the written notice to be sent by return receipt service. 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	return receipt service — Michigan requires the written notice to be sent by return receipt service
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 Michigan 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.

Michigan: purchase price × (miles driven before the first report of this defect + all miles driven beyond 25,000) ÷ 100,000. A court or dispute procedure may reduce the over-25,000 portion if the vehicle did not provide reliable transportation — that reduction is not modeled here.

Line	Figure
A. Purchase price	$35,000.00
B. Odometer at delivery	12

Line	Figure
C. Odometer at first repair visit for this defect	3,000
D. Miles before the first report (C − B)	2,988
E. Current odometer	15,000
F. Miles driven beyond 25,000 (E − B − 25,000, not below 0)	0
G. Miles counted (D + F)	2,988
H. Illustrated usage deduction (A × G ÷ 100,000)	$1,045.80
Price after the illustrated deduction (bookkeeping only — not what you would receive)	$33,954.20

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: Michigan's lemon law Act states no suit-filing deadline, and we can't calculate the one that applies to your case. Talk to a licensed attorney in Michigan promptly.

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.