Lemon Law Packet

North Carolina · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: North Carolina

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Contents

1. North Carolina Lemon Law Claim Narrative — Draft
2. Repair-History Organizer
3. Evidence Checklist — North Carolina
4. Notice letters — North Carolina
5. Filing Instructions — North Carolina

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. North Carolina Lemon Law Claim Narrative — Draft

*North Carolina has **no lemon-law arbitration program** — claims are civil actions in court. Use this narrative to organize your facts before you talk to a lemon law attorney — **before any court filing**. The NC AG's lemon law page has the plain-English overview.*

Claimant

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

Vehicle

2024 Example Motors Pathway — VIN 1EXAMPLE000000000
Purchased/leased new in North Carolina from: Example Motors on January 5, 2025
Original delivery date: January 10, 2025 · Mileage at delivery: 12 · Current mileage: 15,000
Express warranty: January 10, 2028
Vehicle was bought or leased new; it is not a house trailer and does not exceed 10,000 pounds gross vehicle weight.

Nonconformity

The engine stalls at idle and sometimes will not restart — to my knowledge, this nonconformity first occurred no later than 24 months / 24,000 miles from original delivery, and I allege that it substantially impairs the value of the vehicle to me.

Repair history (4 attempts)

#	Dates (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 opportunity + pre-suit notice

I notified the manufacturer directly in writing on **May 1, 2025** and allowed it a reasonable period, up to 15 calendar days, to correct the nonconformity. Before any lawsuit, §20-351.7 requires **10 days' written notice of intent to sue** to the manufacturer.

Relief requested

Under N.C. Gen. Stat. §§20-351.1–.11, I request **a refund: full contract price + all collateral charges (sales tax, license, registration, and similar government charges) + finance charges incurred after I first reported the nonconformity + incidental and monetary consequential damages, less a reasonable allowance for my use**, at my option.

Timing: North Carolina's lemon law states no suit-filing deadline — the deadline that applies to my case is unconfirmed, and I will consult a licensed attorney in North Carolina 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 North Carolina's tests: 4+ same-defect attempts OR 20+ business days out of service (within any 12-month warranty period), with the defect first occurring within 24 months / 24,000 miles of delivery.*

#	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	

Your record beside North Carolina's tests

The numbers you entered, next to the presumption tests our North Carolina 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
Days out of service	20+ business days out of service during any 12-month warranty period, with direct written notice	13 business days from the visits you entered
Time and mileage window	Defect first occurs within 24 months or 24,000 miles of delivery	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — North Carolina

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

- Buyer's order / lease agreement (proof of new, unused North Carolina purchase or lease, other than for resale)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Proof the defect first occurred no later than 24 months / 24,000 miles from original delivery
- Your direct written notice to the manufacturer (letter 4A) + proof of delivery, with the up-to-15-calendar-day correction period documented
- Your §20-351.7 written notice of intent to sue (letter 4B) + proof of delivery — it must go out at least 10 days before any lawsuit
- Express warranty booklet — check for any manufacturer dispute-resolution program and how to file with it
- 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. Notice letters — North Carolina

*North Carolina has **two separate written-notice requirements**, so this packet gives you two letters. **4A** is the direct written notice that gives the manufacturer a reasonable period — up to **15 calendar days** — to correct the defect (§20-351.5; required for the 20-business-day test when the manufacturer clearly disclosed it). **4B** is the notice of intent to sue, which must go out **at least 10 days before** any lawsuit (§20-351.7). The statute doesn't set a gap between them. It says only "in writing" — certified mail, return receipt requested, isn't required, but it gives you proof of delivery.*

4A — Direct written notice / final opportunity to correct

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

October 19, 2026

[Manufacturer name and notice address — from your warranty or owner's manual]

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 North Carolina 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 value to me: 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 **direct written notice** of the nonconformity under N.C. Gen. Stat. §20-351.5. Please correct it within a reasonable period, not to exceed **15 calendar days** from your receipt of this letter. If it is not corrected, I will seek a refund as provided in N.C. Gen. Stat. §20-351.3.

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.

4B — Notice of intent to bring an action

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

October 19, 2026

[Manufacturer name and notice address — from your warranty or owner's manual]

Re: Notice of intent to sue — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased in North Carolina 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 value to me: The engine stalls at idle and sometimes will not restart.

The nonconformity has not been corrected. Under N.C. Gen. Stat. §20-351.7, this is my written notice that I intend to bring an action under the New Motor Vehicles Warranties Act seeking a refund as provided in N.C. Gen. Stat. §20-351.3 and other relief available under the Act. I will not file sooner than 10 days after giving this notice.

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 — North Carolina

Step 1 — Two separate notices

North Carolina has two separate written-notice requirements: the **direct written notice** that gives the manufacturer up to 15 calendar days to correct the defect (letter 4A, §20-351.5), and the **notice of intent to sue**, which must go out at least 10 days before any lawsuit (letter 4B, §20-351.7). The statute doesn't set a gap between them. The statute says only "in writing" — certified mail, return receipt requested, isn't required, but it gives you proof of delivery.

Step 2 — Choose the right court

North Carolina claims are civil actions in state court — **no lemon-law arbitration** and **no lemon-law filing fee**: **District Court** for amounts up to $25,000, **Superior Court** for amounts above $25,000. Court filing fees: **$150** in District Court and **$200** in Superior Court (N.C. Gen. Stat. §7A-305) — **confirm with the county clerk** before filing. A manufacturer may require its informal dispute procedure first, but only if it substantially complies with the Magnuson-Moss Warranty Act and your warranty states the requirement clearly and conspicuously. Filing and litigating a court case is attorney territory: talk to a lemon law attorney before filing alone.

Step 3 — Deadline

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

Remedies

At your option: **refund** (full contract price + collateral charges such as sales tax, license, and registration + finance charges incurred after you first reported the defect + incidental and monetary consequential damages, less a reasonable use allowance) or **replacement** with a comparable new motor vehicle. The use allowance = **(miles driven up to the 3rd repair attempt for the same defect, or the 20th business day out of service, whichever came first) × purchase price ÷ 120,000**. (That is the purchaser refund under §20-351.3(a); a lessee gets the separate §20-351.3(b) list: sums paid under the lease, sums paid to enter it, and incidental and monetary consequential damages.) If the court finds the manufacturer unreasonably refused to comply, monetary damages **are trebled** (§20-351.8(2)). Attorney's fees are **not automatic** — the court may award them only if it finds the manufacturer unreasonably failed or refused to fully resolve the matter (§20-351.8(3)).

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 in writing — the statute sets no method; certified mail, return receipt requested, gives you proof of delivery. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- Letter 4A gives the manufacturer a reasonable period — up to 15 calendar days — to correct the defect. Letter 4B must go out at least 10 days before any lawsuit.
- 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 in writing — the statute sets no method; certified mail, return receipt requested, gives you proof of delivery. 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	in writing — the statute sets no method; certified mail, return receipt requested, gives you proof of delivery
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 North Carolina 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.

North Carolina uses mileage up to the third repair attempt or the 20th business day out of service, whichever came first. This worksheet doesn't identify that milestone, so no deduction is calculated.

Line	Figure
A. Purchase price	$35,000.00
B. Odometer at delivery	12
C. Odometer at first repair visit	3,000
D. Current odometer	15,000

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