Lemon Law Packet

NJ · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2021 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: NJ

Generated: October 24, 2026 with LemonLawPath (lemonlawpath.com)

Contents

1. New Jersey Used Car Lemon Law Claim Narrative — Draft
2. Repair-History Organizer
3. Evidence Checklist — New Jersey (Used Vehicle)
4. Demand Letter to the Dealer — New Jersey (Used Vehicle)
5. Filing Instructions — New Jersey (Used Vehicle)

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. New Jersey Used Car Lemon Law Claim Narrative — Draft

*Used-car claims under New Jersey's Used Car Lemon Law (N.J.S.A. 56:8-67 et seq.) run against the **dealer** and use the same **Lemon Law Unit** dispute process — with **no filing fee** for used-car applications. Copy these facts into the Application for Dispute Resolution the unit supplies on request.*

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-car law covers dealer sales of vehicles no more than 7 model years old, with no more than 100,000 miles, sold for $3,000 or more).

Defect

The engine stalls at idle and sometimes will not restart — I allege this is a material defect covered by the dealer's written warranty, which by the vehicle's mileage at sale runs 90 days / 3,000 miles (24,000 miles or fewer), 60 days / 2,000 miles (over 24,000 and under 60,000), or 30 days / 1,000 miles (60,000 or more).

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

Relief requested

Under the Used Car Lemon Law, if the dealer cannot correct a material defect after a reasonable opportunity — described in the Division's materials as **3 attempts at the same material defect or 20 or more days out of service during the warranty period** — I request that the dealer **repurchase the vehicle and refund the purchase price** as the law provides.

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	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	

Your record beside New Jersey's tests

The numbers you entered, next to the presumption tests our New Jersey 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 material defect during the warranty period	4 visits entered for this defect
Days out of service	20+ days out of service during the warranty period	15 calendar days from the visits you entered
Time and mileage window	Dealer sales only: no more than 7 model years old, no more than 100,000 miles, price $3,000 or more; warranty length depends on the odometer at sale	First visit: February 3, 2025 at 3,000 miles; latest visit: June 2, 2025

3. Evidence Checklist — New Jersey (Used Vehicle)

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

- Buyer's order (proof of a dealer sale; vehicle no more than 7 model years old, no more than 100,000 miles, price $3,000 or more)
- The dealer's written warranty given at sale (its length depends on the odometer reading at sale)
- All repair orders and invoices — every visit during the warranty period, even "could not duplicate" visits
- Receipts for the $50 deductible, if the dealer charged one for a covered repair
- 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)
- Loaner / rental paperwork for days the vehicle was in the shop
- Current registration, insurance, and loan/lease statements
- Any dealer responses, denials, or settlement offers in writing

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

*Used-car lemon law claims run against the **dealer**, not the manufacturer. Send this in writing and keep proof of delivery (certified mail, return receipt requested, gives you that proof).*

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

October 24, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Example Motors
[Dealer Address]

Re: Material defect — used vehicle warranty — 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 material defect covered by the written warranty you provided under New Jersey's Used Car Lemon Law (N.J.S.A. 56:8-67 et seq.): The engine stalls at idle and sometimes will not restart.

The vehicle has been presented for repair 4 times during the warranty period and the defect persists. Please correct the defect. If it cannot be corrected after a reasonable opportunity, I intend to apply to the Division of Consumer Affairs Lemon Law Unit for dispute resolution and to seek repurchase and a refund as the Used Car Lemon Law provides.

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 — New Jersey (Used Vehicle)

Step 1 — Give the dealer the chance to repair

Present the vehicle to the selling dealer for repair of the material defect during the written warranty period, and keep every repair order. The dealer may charge a deductible of no more than **$50 per repair** of a covered item.

Step 2 — Apply to the Lemon Law Unit

If the dealer cannot correct the defect after a reasonable opportunity — **3 attempts at the same material defect or 20 or more days out of service during the warranty period**, per the Division's materials — ask the **Division of Consumer Affairs Lemon Law Unit** (P.O. Box 45026, Newark, NJ 07101; (973) 504-6226) for the Application for Dispute Resolution. There is **no filing fee** for used-car applications.

Remedies

The dealer may be ordered to **repurchase the vehicle and refund the purchase price** as the Used Car Lemon Law provides. The Division's decision is binding and appealable to the Appellate Division. Talk to a lemon law attorney if the dealer disputes coverage (for example, the vehicle's age, mileage, or price, or a written waiver at 60,000 miles or more).

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: 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 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 New Jersey 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.

Our New Jersey guide describes refund or replacement without a numeric formula, so no deduction is calculated here. Confirm the figures with your state agency or an attorney.

Line	Figure
A. Purchase price	$18,900.00
B. Odometer at delivery	45,200
C. Odometer at first repair visit	3,000
D. Current odometer	58,300

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: Filing with New Jersey's Division of Consumer Affairs makes its decision binding and closes the Superior Court route under the Lemon Law. Talk to a lemon law attorney before choosing if you are unsure.

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.