Lemon Law Packet

New York · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: New York

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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. New York Lemon Law Arbitration Request — Draft

*Submit the official **Request for Arbitration form (CFB007, rev. 03/2025)**: email it to **NYAG.LemonLaw@ag.ny.gov** or mail to the Office of the NY State Attorney General, Lemon Law Unit, 28 Liberty Street, 15th Floor, New York, NY 10005 (Attn: LEMON LAW ARBITRATION UNIT). The AG screens every request for eligibility; only after the AG accepts does **NYSDRA** ask for the **$250 filing fee** — do NOT send it until asked. Copy these facts into the official form.*

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 New York from: Example Motors on January 5, 2025
Original delivery date: January 10, 2025 · Mileage at delivery: 12 · Current mileage: 15,000
Express warranty expires: January 10, 2028

Nonconformity

The engine stalls at idle and sometimes will not restart — to my knowledge, the repair attempts / days out of service listed below occurred within the first 2 years / 18,000 miles from original delivery, and I allege that the nonconformity 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 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 GBL §198-a, I request **a refund: full purchase price plus trade-in allowance and government fees, minus the statutory mileage deduction** (my preference). I gave written notice of the defect on May 1, 2025.

Filing deadline

Court actions must be commenced within 4 years of original delivery — estimated from the dates I entered: **January 10, 2029**. Arbitration timing is unconfirmed; I will confirm it with the NY AG's Lemon Law Unit.

Warning: the NY arbitration decision is **binding on both parties**, with only a limited right to appeal to court. Consult a licensed attorney in your state before participating if you are unsure.

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 New York's tests: 4+ same-defect attempts OR 30+ cumulative calendar days, within 2 years / 18,000 miles of 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	
January 10, 2029	Estimated court deadline (4 years from delivery) — an estimate; confirm it yourself	48	

Your record beside New York's tests

The numbers you entered, next to the presumption tests our New York 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 (no reduced count for safety defects)	4 visits entered for this defect
Days out of service	30+ cumulative calendar days out of service	15 calendar days from the visits you entered
Time and mileage window	Within 2 years or 18,000 miles of original delivery	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — New York

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

- Buyer's order / lease agreement (proof of New York purchase, lease, or transfer — or current NY registration)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Proof you reported the defect to the dealer or manufacturer during the 2-year / 18,000-mile window (dealer must forward it to the manufacturer by certified mail, RRR, within 7 days)
- If the dealer refused repairs: copy of your certified-mail (return receipt requested) notice of refusal to the manufacturer, and proof the manufacturer had 20 days to commence repairs
- Express warranty booklet / warranty terms showing coverage and expiration
- 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
- Sales-tax receipt (sales tax is refunded separately by the Commissioner of Taxation and Finance on Form AU-11 — you have 3 years from the manufacturer's refund to apply)

4. Manufacturer Notice Letter — New York

*When to use this: in New York, reporting the defect to the dealer counts as notice to the manufacturer. This letter matters most if the dealer **refused to make repairs within 7 days** of your notice — then send it to the manufacturer by **certified mail, return receipt requested**, and the manufacturer has **20 days** from receipt to begin repairs (§198-a(b)(2)). Keep the mailing proof — the NY arbitration form asks for it.*

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

October 19, 2026

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

[Manufacturer Name — Customer Assistance Center]
[Manufacturer Address]

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

Dear Sir or Madam:

I am the owner of the above vehicle, purchased in New York from Example Motors on January 5, 2025. The vehicle has an alleged nonconformity that I believe is covered by your express warranty: The engine stalls at idle and sometimes will not restart.

It has been presented for repair 4 times and the nonconformity persists. This letter is written notice of the defect under New York General Business Law §198-a. [If applicable: The dealer refused to undertake repairs within 7 days of my notice.] Please commence repairs within **20 days** of receipt, or I will pursue a refund under the New York lemon law, which may include the state arbitration program.

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 York

Step 1 — Report within the window

Report the defect to the manufacturer or an authorized dealer **within 2 years or 18,000 miles of original delivery**, whichever comes first. Reporting to the dealer counts as notice to the manufacturer (the dealer must forward it by certified mail, RRR, within 7 days).

Step 2 — Check the manufacturer-program rule, then the notice letter

If your manufacturer has its own informal dispute program, GBL §198-a(g) says the refund/replacement rules don't apply to a consumer who hasn't first resorted to it — whether the state program satisfies that is unconfirmed, so ask the AG's Lemon Law Unit before you skip it. If the dealer refused repairs within 7 days of your notice, mail document 4 to the manufacturer by certified mail, return receipt requested.

Step 3 — Request arbitration

Submit the **Request for Arbitration form (CFB007, rev. 03/2025)** with your documents: email to **NYAG.LemonLaw@ag.ny.gov** or mail to the Lemon Law Unit, 28 Liberty Street, 15th Floor, New York, NY 10005 (Attn: LEMON LAW ARBITRATION UNIT). The AG checks eligibility, then forwards accepted requests to **NYSDRA**.

Step 4 — Pay the fee only when asked

NYSDRA requests the **$250 filing fee** after the AG accepts your request — **do not send it until NYSDRA asks**. Receipt of the fee is the filing date; a hearing is scheduled no later than 35 days after.

Step 5 — The hearing and decision

A hearing before a volunteer arbitrator (typically 1–2 hours; you present first; no formal rules of evidence), at one of 50+ locations. Decision within 5 days of the hearing, no more than 40 days from the filing date. The award is **binding on both parties** with a limited right of appeal to court. If you win, the award must include return of your filing fee.

Deadline

Court actions: **January 10, 2029** (814 days left) — 4 years from original delivery. Arbitration timing is unconfirmed; confirm with the AG's Lemon Law Unit.

Remedies

Refund: full purchase price + trade-in allowance + license/registration/government fees, minus ((miles over 12,000) × purchase price ÷ 100,000) and a reasonable allowance for damage beyond normal wear. **Sales tax** is refunded by the state — file **Form AU-11** within 3 years of the manufacturer's refund. **Replacement:** a comparable motor vehicle. **Attorney's fees:** a court *may* award reasonable fees to a prevailing consumer (discretionary) — **none are recoverable in the arbitration itself**.

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. You entered May 1, 2025 as your notice date — if it has not gone out yet, send it now.
- If the dealer refused repairs within 7 days of your report, the manufacturer has 20 days from receiving your certified letter to begin repairs (§198-a(b)(2)).
- Your filing window: the deadline estimated in this packet is January 10, 2029 (814 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. 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	certified mail, return receipt requested
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 York 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.

New York: purchase price × (miles over 12,000) ÷ 100,000. Current mileage is used here only as an illustrative input — confirm the legally relevant mileage and any other adjustments.

Line	Figure
A. Purchase price	$35,000.00
B. Current odometer (illustrative)	15,000
C. Miles over 12,000 (B − 12,000, not below 0)	3,000
D. Illustrated usage deduction (A × C ÷ 100,000)	$1,050.00
Price after the illustrated deduction (bookkeeping only — not what you would receive)	$33,950.00

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.