Lemon Law Packet

Ohio · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: Ohio

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Contents

1. Ohio Lemon Law Claim Narrative — Draft
2. Repair-History Organizer
3. Evidence Checklist — Ohio
4. Certified Demand Letter — Ohio
5. Filing Instructions — Ohio

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. Ohio Lemon Law Claim Narrative — Draft

*If the manufacturer has an **AG-approved informal dispute resolution mechanism** and you received timely written notice of it, §1345.77 requires you to use it **before suing** — the AG describes these programs as informal, and their decisions aren't binding on you unless you accept them. Use this narrative for the program's filing form, and to get organized before you talk to a lemon law attorney about any court 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 Ohio 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 is a passenger car or a noncommercial motor vehicle (designed to carry a load of no more than one ton and used exclusively for purposes other than engaging in business for profit).

Nonconformity

The engine stalls at idle and sometimes will not restart — to my knowledge, this nonconformity was reported to the manufacturer, its agent, or its authorized dealer within 1 year of original delivery / the first 18,000 miles, whichever is earlier, and I allege that it substantially impairs the use, value, or safety 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

Relief requested

Under Ohio Rev. Code §§1345.71–.78, I request **a refund of the full purchase price plus incidental damages**, at my option.

Filing deadline

Any action must be commenced within **5 years** of original delivery — estimated from the dates I entered: **January 10, 2030**. The period is tolled while a complaint is pending with an informal dispute resolution mechanism.

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 Ohio's tests: 3+ same-defect attempts OR 30+ calendar days OR 8+ any-defect attempts (or 1 serious death/injury attempt), within 1 year / 18,000 miles.*

#	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, 2030	Estimated action deadline (5 years from delivery) — an estimate; confirm it yourself	60	

Your record beside Ohio's tests

The numbers you entered, next to the presumption tests our Ohio 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+ repairs of the same problem	4 visits entered for this defect
Safety path	1 repair attempt for a condition likely to cause death or serious bodily injury that continues	You did not mark the defect as a serious safety hazard
Repairs of any defects	8+ repair attempts for any defects	Count visits for all defects from your repair orders: _____
Days out of service	30+ calendar days out of service	15 calendar days from the visits you entered
Time and mileage window	Within the first year or 18,000 miles	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — Ohio

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

- Buyer's order / lease agreement (proof of Ohio purchase or lease; passenger car or noncommercial vehicle)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- Proof the defect was reported to the manufacturer, its agent, or its dealer within 1 year / 18,000 miles of delivery
- Any written notice you received at delivery about an AG-approved informal dispute resolution mechanism (this decides whether you must use it before suing)
- Your written notice to the manufacturer about the defect + certified-mail receipt
- 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)
- 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. Certified Demand Letter — Ohio

*Per the Ohio AG's guidance, Ohio lemon law claims typically start with a **certified demand letter** to the manufacturer. Send it by **certified mail, return receipt requested**, and keep the proof. Questions: the AG's Consumer Protection Section, **800-282-0515**.*

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: Certified demand — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

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

The nonconformity has been subject to repair 4 times and still exists. Under Ohio Rev. Code §§1345.71–.78, I demand that you refund the full purchase price plus all incidental damages.

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 — Ohio

Step 1 — Certified demand letter

Mail document 4 by certified mail, return receipt requested. Keep the proof.

Step 2 — The §1345.77 gate

If the manufacturer has an **AG-approved informal dispute resolution mechanism** and you received **timely written notice** of it, you **must use it before suing**. Call the Ohio AG's Consumer Protection Section at **800-282-0515** to confirm whether one applies to your vehicle. Its decision is **not binding on you** unless you accept it.

Step 3 — Court of common pleas

If the program doesn't resolve it, claims are brought in a **court of common pleas or other court of competent jurisdiction**. Filing fees are set per county — **check your county courthouse**. Filing and litigating a court case is attorney territory: talk to a lemon law attorney before filing alone.

Step 4 — Deadline

Any action must be commenced within **5 years** of original delivery — estimated from the dates you entered: **January 10, 2030**. The period is tolled from the date you file a complaint with an informal dispute resolution mechanism until its decision.

Remedies

At your option: **replacement** with a new motor vehicle acceptable to you, or a **refund of the full purchase price** plus all incidental damages (such as towing, rental car, meals, lodging, and lender/lessor fees). Ohio's lemon law provides **no usage-offset deduction**. A prevailing consumer **shall** recover reasonable attorney's fees plus all court costs (§1345.75(A)).

What "full purchase price" includes (§1345.71(F))

Ohio defines the term by transaction type. **For a sale (§1345.71(F)(1)):** the contract price for the vehicle — including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation, and delivery charges — plus all finance, credit insurance, warranty, and service contract charges you incurred, and all sales tax, license and registration fees, and other government charges. **For a lease (§1345.71(F)(2)):** the capitalized cost reduction, security deposit, taxes, title fees, all monthly lease payments, the residual value of the vehicle, and all finance, credit insurance, warranty, and service contract charges you incurred.

Presumption periods can be extended

The presumption periods in §1345.73(A) are extended by any period during which the vehicle could not be reasonably repaired due to war, invasion, civil unrest, strike, fire, flood, or natural disaster; when such an extension applies, the manufacturer shall arrange for the use of a vehicle for you at no cost while yours is out of service (§1345.73(B)).

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.
- An AG-approved §1345.77 mechanism must issue its decision within 40 days of notification of the dispute (Ohio Adm. Code 109:4-4-04).
- Your filing window: the deadline estimated in this packet is January 10, 2030 (1179 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 Ohio 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.

Ohio: our guide describes no usage-offset deduction, so no usage deduction is shown. This is not a complete refund calculation.

Line	Figure
A. Purchase price	$35,000.00
Illustrated usage deduction	$0.00 — none described

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.