Lemon Law Packet

Pennsylvania · DIY draft documents

Prepared for: SAMPLE — Example Owner (fictional)

Vehicle: 2024 Example Motors Pathway

VIN: 1EXAMPLE000000000

State: Pennsylvania

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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. Pennsylvania Lemon Law Claim Narrative — Draft

*Pennsylvania has **no state-run arbitration program**. Claims are civil actions in a **court of common pleas** (§1958). If the manufacturer has a **16 CFR Part 703-compliant informal dispute settlement program**, §1959 requires you to use it **first** (these programs are generally free; the decision is not binding on you). Use this narrative to organize your facts for the program's 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 new in Pennsylvania 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 new/unused, used primarily for personal/family/household purposes, and is not a motor home or off-road vehicle.

Nonconformity

The engine stalls at idle and sometimes will not restart — to my knowledge, this nonconformity first occurred within 1 year of delivery / the first 12,000 miles / the express warranty term (whichever first), 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

Dealer-notice check (§1957)

When this vehicle came in a **second time for the same defect**, the dealer was required to notify the manufacturer by **certified mail, return receipt requested, within 7 days**. I have / will obtain the dealer's notice (or proof none was sent), plus a fully itemized statement for every visit.

Relief requested

Under the Pennsylvania Automobile Lemon Law (73 P.S. §§1951–1963), I request **a refund of the full purchase/lease price plus all collateral charges, less a reasonable use allowance**, at my option. I gave written notice of the defect on May 1, 2025.

Timing: Pennsylvania'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 Pennsylvania 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 Pennsylvania's tests: 3+ same-defect attempts OR 30+ cumulative calendar days, within 1 year / 12,000 miles / the warranty term (whichever first).*

#	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 Pennsylvania's tests

The numbers you entered, next to the presumption tests our Pennsylvania 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
Days out of service	30+ cumulative calendar days out of service	15 calendar days from the visits you entered
Time and mileage window	Defect first appears within 1 year, 12,000 miles, or the warranty term, whichever ends first (motorcycles: within 1 year or the warranty term — no 12,000-mile prong, § 1954(a)(1))	First visit: February 3, 2025 at 3,000 miles (2,988 since delivery); latest visit: June 2, 2025

3. Evidence Checklist — Pennsylvania

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

- Buyer's order / lease agreement (proof of new, unused Pennsylvania purchase or lease, personal/family/household use)
- All repair orders and invoices — every visit, even "could not duplicate" visits
- The dealer's §1957 certified-mail notice to the manufacturer (or proof it was never sent) — request it from the dealer
- Fully itemized service statements for every visit (§1957)
- Proof of the date the defect first occurred (within 1 year / 12,000 miles / warranty term)
- Express warranty booklet — highlight any pages describing the manufacturer's 16 CFR Part 703 informal dispute 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. Manufacturer Demand Letter — Pennsylvania

*Send by **certified mail, return receipt requested** and keep the proof. Under §1954(b), if delivering the vehicle to an authorized facility is unreasonably difficult because of the nonconformity, this written notice **counts as return of the vehicle** — the manufacturer must then transport and repair it at its own expense.*

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: Demand to cure — 2024 Example Motors Pathway, VIN 1EXAMPLE000000000

Dear Sir or Madam:

I am the owner of the above vehicle, purchased in Pennsylvania 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 the Pennsylvania Automobile Lemon Law (73 P.S. §§1951–1963), I demand that you repurchase the vehicle for the full purchase/lease price plus collateral charges, less a reasonable use allowance. If we cannot resolve this, I am prepared to use the informal dispute settlement procedure and/or bring a civil action in the court of common pleas under §1958.

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 — Pennsylvania

Step 1 — Check the exhaustion rule

If the manufacturer has an **informal dispute settlement procedure complying with 16 CFR Part 703**, §1959 requires you to use it **before suing** (for defects affecting substantial use, value, or safety). It's generally free and **not binding on you**. Check your warranty booklet for how to file. The PA Attorney General's Bureau of Consumer Protection has an information hotline: **1-800-441-2555** (M–F 10am–3pm).

Step 2 — Send the demand letter first

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

Step 3 — Court of common pleas

There is **no state arbitration form** — the §1958 forum is a civil action in the **court of common pleas**. Filing fees are set per county — **check your county courthouse / prothonotary**. Filing and litigating a court case is attorney territory: talk to a lemon law attorney before filing alone.

Step 4 — Deadline

Pennsylvania'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 Pennsylvania promptly.

Remedies

At your option: **refund** of the full purchase/lease price plus all collateral charges, minus a reasonable use allowance — capped at the **lesser of 10¢ per mile driven (before your first report) or 10% of the purchase/lease price** — or a **comparable replacement**. Payment within 30 days of your election. A **prevailing purchaser recovers reasonable attorney's fees + all court costs** (§1958); §1961 also makes lemon-law violations UTPCPL violations, and UTPCPL lets the court award **up to 3× actual damages** plus fees, at the court's discretion.

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.
- 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. 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 Pennsylvania 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.

Pennsylvania: a reasonable use allowance, capped at the lesser of $0.10 per mile driven before the first report of the defect or 10% of the purchase price. This shows the cap, not the allowance itself.

Line	Figure
A. Purchase price	$35,000.00
B. Odometer at delivery	12
C. Odometer at first report of the defect	3,000
D. Miles before first report (C − B)	2,988
E. Illustrated maximum allowance cap (lesser of D × $0.10 or A × 10%)	$298.80
Price after the illustrated deduction (bookkeeping only — not what you would receive)	$34,701.20

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: 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.

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